City Council

Regular Meeting Agenda

Monday, June 6, 2016
7:00 p.m., Council Chambers

City of South Haven

1. **Call to Order**

2. **Invocation –Craig Massey, Pastor of Calling of Hope Reformed Church**

3. **Roll Call**

4. **Approval of Agenda**

5. **Consent Agenda: Items A through H (Roll Call Vote Required)**
   (All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. Unless requested by a Council Member or a citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and considered separately.)
   A. Council will be asked to approve the City Council Special meeting minutes for May 27, 2016.
   B. Council will be asked to approve the City Council Regular meeting minutes for May 17, 2016.
   C. Council will be asked to approve invoices totaling $472,346.02 for the period ending June 5, 2016 be approved and forwarded to the Clerk and Treasurer for payment.
   D. Council will be asked to approve an increase in employee pension contributions for division #02-Police, from 4.5% to 5.0%, in accordance with the police supervisory and non-supervisory collective bargaining agreements.
   E. Council will be asked to ratify the TPOAM union contract (Public Works) for a three-year agreement with an average annual increase value of approximately 2.36%.
   F. Council will be asked to appoint Travis Sullivan to the City Clerk position.
   G. Council will be asked to approve Resolution 2016-42, a resolution approving MDOT contract 16-5080.
   H. Council will be asked to accept the following minutes:
      1) April 11, 2016 Brownfield Authority meeting minutes;
      2) April 11, 2016 Local Development Finance Authority meeting minutes;
      3) April 20, 2016 Liberty Hyde Bailey Museum board meeting minutes; and
      4) April 25, 2016, Board of Public Utilities meeting minutes.

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

OLD BUSINESS

6. **Council will be asked to take the following action regarding the planned reconstruction of Kalamazoo Street, Phase 3, and the proposed special assessment districts:**

A. **Conduct a public hearing to consider any objections to the proposed Special Assessment Roll 201601.**

B. **Consider Resolution 2016-34: Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.**

C. **Consider award of the construction contract to Kalin Construction Company, Inc., of Sodus, MI, in the amount of $1,393,217.60.**

NEW BUSINESS

7. **Council will be asked to receive a presentation from Van Buren County Road Commission's Engineer-Manager, Larry Hummel, regarding the County-Wide Road Millage renewal on the August 2nd primary.**

8. **Council will be asked to consider the following resolutions regarding the Fiscal Year 2016-17 Budget:**

   A. **Resolution 2016-35: A Resolution adopting the 2016-17 Fiscal Year for Component Unit Funds of the City of South Haven, Michigan.**

   B. **Resolution 2016-36: A Resolution adopting the 2016-17 Fiscal Year Budget for Enterprise and Internal Service Funds of the City of South Haven, Michigan.**

   C. **Resolution 2016-37: A Resolution adopting the 2016-17 Fiscal Year Budget for General, Special Revenue, Debt Service, Capital Projects and Fiduciary Funds of the City of South Haven, Michigan.**

   D. **Resolution 2016-38: A Resolution setting the 2016 Property Tax Millage.**

9. **Council will be asked to introduce an ordinance amending water, sanitary sewer, and electric rates for the city's various utility components.**

10. **Council will receive a presentation, from Mr. Chris Cook, PE, Abonmarche Engineering, on the city's planned capital improvement projects.**

11. **The City Council will be asked to consider approval of the following resolutions, which provide the required notice of intent for the City of South Haven to pursue bond financing for the planned capital improvement projects:**

    A. **Adopt Resolution 2016-39, a resolution to purchase, acquire and construct improvements to the sanitary sewer system and to publish notice of intent to issue revenue bonds.**

    B. **Adopt Resolution 2016-40, a resolution to purchase, acquire and construct capital improvements and to publish notice of intent to issue municipal securities.**

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C. **Adopt Resolution 2016-41, a resolution approving building authority lease and notice.**

12. **Council will be asked to consider renewal of a license agreement for outdoor dining and alcohol services with Black River Tavern, 403 Phoenix Street, originally approved March 3, 2014.**

13. **Council will be asked to approve the proposed amendment to the SoHa Surf Shop license agreement dated November 11, 2014.**

14. **Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda**
    (You will be given up to 5 minutes to address your concerns.)

15. **City Manager's Comments**

16. **Mayor and Councilperson's Comments**

17. **Adjourn**

RESPECTFULLY SUBMITTED,

Brian Dissette, City Manager

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City Council

Special Meeting Minutes

Friday, May 27, 2016
8:00 a.m., Council Chambers

City of South Haven

1. **Call to Order by Mayor Burr at 8:00 a.m.**

2. **Roll Call**

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

   Moved by Gruber, seconded by Smith to excuse Councilmembers Arnold and Klavins due to personal reasons.

   Voted Yes: All. Motion carried.

3. **Council will be asked to consider Resolution 2016-32, a resolution setting a per parcel fee schedule for Short-Term Rental Registrations and the application fee for increased building capacity requests.**

   Background Information:
   The City Council will be asked to approve Resolution 2016-32, a resolution approving the adoption of a fee schedule for the short-term rental registration fee and the application fee for increased building capacity requests.

   The city's staff is currently implementing the short-term rental registration component of the recently adopted short-term rental ordinance. Currently the rental registration submission has no approved fee schedule. Staff recommends that the City Council consider approval of a fee schedule, which would set the rental registration fee at $20.00 per parcel.

   For reference, the city's staff contacted a variety of lakefront communities, and requested their fee schedules for short-term rental registrations. Below is a summary of the various fee schedules:

City of St. Joseph:	$10.00
City of Saugatuck:	$45.00
City of Grand Haven:	$35.00

   The $20.00 per parcel fee schedule, as proposed, appears to be a reasonable fee and should sufficiently cover the additional labor, materials, and software costs for the registration portion of the ordinance implementation.

Additionally, the City Council should consider approval of the application fee for increased building capacity requests. With the adoption of the short-term rental ordinance, the City Council approved language which allows property owners to seek additional capacity for their property. The ordinance language notes the following:

An owner or local agent may apply for permission to have the maximum occupancy of a dwelling unit on mixed use property increased above the maximum of 16 total occupants established in Section 10-243(d)(2), to the lesser of: (i) 24 total occupants; or (ii) 2 occupants per bedroom plus 2 per finished floor. Applications for increase shall be submitted to and decided by a committee comprised of the City Manager or his or her designee, the City's Director of Public Works or his or her designee, and the Police Chief or his or her designee. Applications shall be submitted on a standard form provided by the City, and shall be accompanied by any applicable fee established by resolution of the City Council. The committee shall decide an application for increase in a public meeting with advance notice of that meeting given to owners of real property within 300 feet of the boundaries of the property for which an application for increase has been filed. The committee shall grant the application only upon determining that subsections (d) (3) (A) and (d) (3B) are satisfied (e.g., automatic sprinkling system, fire alarm system, fire-rated corridors, etc.)

The city's staff is currently finalizing the creation of the capacity increase application forms. Prior to implementing the capacity increase application process, the City Council will need to consider approval of a fee schedule. Staff recommends that the City Council consider approval of a fee schedule, which would set the capacity increase fee at $500.00 per parcel. That per parcel fee will offset the contracted cost of having the Building Inspector and contracted engineer review the plans to ensure compliance with the required safety elements. Further, the $500.00 per parcel fee will cover the costs associated with public notices, mailings, and site plan submittals to the city's Planning Commission.

The $500.00 per parcel fee schedule, as proposed, appears to be a reasonable fee and should sufficiently cover the additional labor, materials, and software costs for the capacity increase application process.

City Manager Brian Dissette gave a short summary on this item.

Moved by Smith, seconded by Schlack, to approve Resolution 2016-32, a resolution setting a per parcel fee schedule for Short-Term Rental Registrations and the application fee for increased building capacity requests.

Voted Yes: All. Motion carried.

4. **Council will be asked to consider Resolution 2016-33, a resolution authorizing cancellation of the Amended and Restated Cost-Based Formula Rate Agreement for Full Requirements Electric Service by and between Indiana Michigan Power Company and the City of South Haven.**

Background Information:
The City of South Haven is currently party to an Amended and Restated Cost-Based Formula Rate Agreement for Full Requirements Electric Service with Indiana Michigan

Power Company (the Agreement). The City entered into this Agreement effective July 1, 2006. Amendments to this agreement were approved by resolution of City Council on January 19, 2015.

Under the terms of the Agreement, Indiana Michigan Power Company will continue to deliver full requirements electric service to the City of South Haven until May 31, 2026, unless the City elects to cancel the Agreement prior to the end of the delivery period. Each year, the City has the opportunity to provide notice of contract termination prior to June 1st. If such notice is given, the contract will terminate on May 31, after four additional years of service.

The City of South Haven participates as a member of the Indiana and Michigan Municipal Distributor's Association (IMMDA). This organization consist of 5 Cities and Villages in Michigan and 6 Cities and Towns in Indiana. IMMDA was actively involved in negotiating the current Agreement with Indiana Michigan Power Company and 10 of the 11 members have an Agreement identical to South Haven's.

Over the past several years, IMMDA members have expressed concerns over the price being paid to Indiana Michigan Power Company under the Agreement. The terms of the Agreement require each municipality to pay for a proportional share of Indiana Michigan Power Company's total expenses, based on metered usage. In addition, Indiana Michigan Power Company is permitted to collect a guaranteed rate of return. These calculations are performed using a form developed by the Federal Energy Regulatory Commission, FERC Form 1. Over the years, the amount being paid per MWh has gradually increased. In reviewing records back to 2010, South Haven paid just $52.47 per MWh in 2012 but by 2015 the cost had increased to $62.71. (These amounts do not include transmission costs paid to PJM and Indiana Michigan Power Company.) IMMDA members have also expressed their displeasure with Indiana Michigan's ability to forecast future costs and the cost variability that occurs with the annual true-up.

As a result, IMMDA's consultant, GDS Associates, Inc., issued a Request for Proposals for Load Following and Fixed Load Shape Indicative Pricing with service beginning in 2020. This RFP was released to energy suppliers that are connected to the PJM Regional Transmission Organization. In order to purchase energy in the PJM market, a Load Serving Entity must purchase three products: Energy ($/MWh), Capacity ($/MW-day), and Transmission. Transmission prices are set by PJM and it is anticipated that these charges would not change significantly with an alternate energy supplier. In addition, the proposal issued by IMMDA only requested energy pricing. Capacity pricing for 2020 and beyond is not yet available. GDS utilized an estimate of current market rates for capacity and converted price into $/MWh for comparison with the current rates being paid to Indiana Michigan Power Company. A total of nine companies provided pricing for fixed load shape products and seven companies provided pricing for load following products. The results of the RFP indicate that IMMDA members should be able to purchase Energy and Capacity in the range of $45-$50 per MWh from various companies. Even AEP, the parent company of Indiana Michigan Power Company provided a quote of $50.13 per MWh.

Based on the results of this RFP, nine of the IMMDA members, including the two largest members representing over 50% of the total sales, have all expressed an interest in providing notice of contract termination this year. One member actually provided notice last year for 2019 termination. Due to a slightly different contract, Dowagiac is not able to

provide notice until 2021. IMMDA has requested South Haven to consider providing notice along with the other nine members.

On May 16, City staff attended the annual true-up meeting with Indiana Michigan Power Company. The President of the company was at that meeting and was aware of IMMDA's RFP. Indiana Michigan did admit that the energy market is currently soft, due primarily to low natural gas prices. Indiana Michigan does not currently have any natural gas combined cycle generation. Indiana Michigan highlighted their efforts to control costs over the years, but did admit that they are not able to compete with the market at this point in time.

IMMDA intends to work closely with GDS Associates, Inc. over the next 6 months to put in place agreements to purchase Load Following agreements with an alternative energy supplier. IMMDA believes that Indiana Michigan or their parent company, American Electric Power Service Corporation will be interested in continuing to serve the members. In addition, IMMDA believes that ten municipal utilities negotiating together will have increased leverage to obtain the best possible pricing for all members. Although terms of such an agreement are not yet known, GDS Associates, Inc. has indicated that it should be feasible to negotiate a 5-year contract at a rate less than we are paying currently. If market conditions do not fluctuate significantly between today and the date that the deal is finalized, then it is anticipated that we would be able to obtain a rate for energy and capacity in the range of $45-$50 per MWh. This would decrease our purchased power costs by approximately 20%.

The Board of Public Utilities (BPU) reviewed giving notice of cancellation at their May 23, 2016 regular meeting. After discussion, the Board voted unanimously to recommend that City Council consider Resolution 2016-33.

City Manager Brian Dissette introduced this item. BPU Chairman Bob Stickland spoke on the Board's rationale for their decision to recommend cancellation of the contract. Finance Director Wendy Hochstetler and City Engineer Larry Halberstadt were available for questions by Council.

Moved by Gruber, seconded by Kozlik Wall, to approve Resolution 2016-33, a resolution authorizing cancellation of the Amended and Restated Cost-Based Formula Rate Agreement for Full Requirements Electric Service by and between Indiana Michigan Power Company and the City of South Haven.

Voted Yes: All. Motion carried.

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

None.

6. City Manager's Comments

Have a happy holiday, there are a number of events this weekend, and the city's construction projects are wrapped up for the holiday weekend.

7. Mayor and Councilperson's Comments

Smith: Happy Memorial Day

Gruber: Have a safe Memorial Day.

Schlack: No comment.

Kozlik Wall: No comment.

Burr: No comment

8. Adjourn

Moved by Gruber to adjourn. Seconded by Schlack.

Voted Yes: All. Motion carried. Meeting adjourned at 8:26 a.m.

RESPECTFULLY SUBMITTED,

Kate Hosier
Assistant City Manager

Approved by City Council: DRAFT

City Council

Regular Meeting Minutes

Monday, May 16, 2016
7:00 p.m., Council Chambers

City of South Haven

1. **Call to Order by Mayor Burr at 7:01 p.m.**

2. **Invocation – Reverend Milan Bittenbender of Life Bridge Church**

3. **Proclamation for Lloyd "Tom" Thomson and Quilt of Valor Presentation**

   Presentation by John "Mike" Henry and Quilt of Valor to Lloyd "Tom" Thomson

4. **Roll Call**

   Present: Jeff Arnold, Clark Gruber, Andy Klavins, Vickiy Kozlik Wall, Steve Schlack, Scott Smith, Bob Burr
   Absent: None

5. **Approval of Agenda**

   Moved by Arnold, seconded by Smith, to approve the agenda.
   Voted Yes: All. Motion carried.

6. **Consent Agenda: Items A through E (Roll Call Vote Required)**

   Moved by Gruber, seconded by Arnold, to approve the Consent Agenda as follows:

   A. Council will be asked to approve the City Council Regular meeting minutes for May 2, 2016.
   B. Council will be asked to approve invoices totaling $2,390,283.36 for the period ending May 15, 2016 be approved and forwarded to the Clerk and Treasurer for payment.
   C. Council will be asked to approve a license agreement for a projecting sign at 527 Phoenix Street, Kitchen 527, a restaurant.
   D. Council will be asked to consider approval of Resolution 2016-29, a resolution adopting the Van Buren County Hazard Mitigation Plan 2016 update.
   E. Council will be asked to accept the following minutes:
      1) April 14, 2016 Planning Commission meeting minutes.

      A Roll Call Vote was taken:
      Yeas: Arnold, Gruber, Klavins, Kozlik Wall, Schlack, Smith, Burr
      Nays: None

      Motion carried.

OLD BUSINESS

7. Council will be asked to take the following actions related to the proposed regulations for short-term rentals:

A. Hold a public hearing on the proposed ordinances; and

B. Consider adoption of the proposed amendment to the code of ordinances, related to the proposed short-term rental regulations.

C. Consider adoption of the proposed amendment to the zoning ordinance, related to the proposed short-term rental regulations.

City Manager Brian Dissette introduced this item and presented a short PowerPoint presentation on the short-term rental ordinance with City Attorney Catherine Mish of Dickenson Wright.

A. Hold a public hearing on the proposed ordinances

Moved by Kozlik Wall, seconded by Schlack to open the public hearing on the proposed short-term rental ordinances, the rental registration ordinance and the amendments to the zoning ordinance.

Voted Yes: All. Motion carried.

Public Hearing Open:

Jack Fitzer, 24 ½ Grand Boulevard, believes that 2 years old not 6 years old should be the age of individuals not counted towards occupancy.

Michael Bierdermann, 64 North Shore Drive, believes that short-term rentals should not diminish the neighborhoods but believes this issue was caused by decreased industry. He supports the rental ordinance – if it doesn't work we can amend it.

Charlene Klein, 24 Lakeshore Drive, lives in Monroe Park and has always been surrounded by short-term rentals never once having a problem. Believes registration is intrusive, has heard the term recall bandied about and is disgusted by it.

Joe Waskiewicz, 505 St. Joseph, wonders how this will affect the value of homes. He is concerned with the city dictating what people can do with their homes and cautions against being too drastic.

Susan Ryan, 37 Cass Street, is concerned with the fire safety of short-term rentals and believes that South Haven could be another Flint.

Deb Smith, 501 St. Joseph Street, thanks the Council for their hard work, believes that property rights should be preserved and that all persons interested in this issue should discuss it civilly.

Bill Masterson, 27 Grand Boulevard, believes that a reasoned approach is best and not decisions based on emotions. Asked if safety is the basis for this action, shouldn't it apply to everyone.

Debbie Masterson, 27 Grand Boulevard, is concerned about the revocation process and wonders if it isn't arbitrary if you have a disgruntled neighbor.

John Matthews, 44 Cass Street, questioned the limits on the grandfathering clause and the effective date of the ordinance.

Joan Hiddema, 212 Monroe Street, provided additional signatures of persons supporting a maximum occupancy of 10 to the City Manager and believes that proposed ordinances are a good compromise and that the rental registration is necessary.

James Clark, 09646 76th Street and 225 North Street, intends to build his retirement home on North Street and doesn't believe the 3,500 square feet restriction for future rentals is necessary.

Bill Bradley, 746 Lee Street, spoke to the Council regarding morality, specifically that it is moral for a person to do what they want with their property.

Dorothy Appleyard, 806 Wilson Street, is concerned about the erosion of the year round community due to short-term rentals and believes the rental registration ordinance is necessary.

Connie Schaffer, 735 North Shore Drive, believes that things have changed since she rented her house out and that this rental registration is a good compromise.

Rebecca Strauss of Miller Johnson, attorney for Linda Lamb of 51 Cass Street, states that enforcing occupancy limits at 51 Cass Street would be unlawful and urges the Council not to adopt the ordinances.

Jay De Bruyn, 300 Kalamazoo Street, says that lawyers with State of Michigan Board of Realtors agree with Ms. Lamb's attorney. Believes this ordinance will kill the local economy and violates property rights.

Pat Gaston, 97 Superior Street, doesn't think it is moral to not care how many occupants are in it.

Jo Carlson, 314 Indiana Street, asked about the violations – whether they are levied against the homeowner, the rental agency, or the renter.

Joe Reeser, 615 Monroe Boulevard, gave a definition of morality and asked the Council to be reasonable and do what's best for the community.

Moved by Kozlik Wall, seconded by Gruber, to close the public hearing on the proposed short-term rental ordinances, the rental registration ordinance and the amendments to the zoning ordinance.

Voted Yes: All. Motion carried.

Council Questions & Comments:

Kozlik Wall: Where is the accountability of the renter who puts their children in a basement bedroom? Six years ago, a rental registration ordinance was passed that had occupancy limits that didn't count individuals under 18 years old. Linda Anderson, Building Administrator, knows her job and does it well. Believes we do need an ordinance but doesn't like how it has divided a city or the tenor of the discussion on this issue.

Klavins: Inquired about the violations in the rental registration ordinance. Questioned the fines from the short-term rental registration. Clarified that the registered agent doesn't need to be a professional agent. Commented on the safety precautions in the ordinances. Believes that the 3,500 square foot provision is redundant and should be struck. Stated that we are prepared to get lawsuits on both sides of this issue. We are trying to be fair and reasonable and to get some reliable data. In Arizona, which has severely restricted short-term rentals, the Governor vacated those laws because they violated property rights. Believes that Mr. Bradley spoke very eloquently.

Gruber: This was an excellent compromise. This ordinance is for everyone – it allows short-term rentals and gathers data for future regulation. Believes the Planning Commission's formula (2 per floor plus 2 per floor) and would like to take out the 3,500 square foot provision in the rental regulation.

Schlack: Had a couple questions: (1) how is a noise ordinance be enforced, and (2) if police receive a call that there are 17 people in a house over the allowable occupancy.

Acting Police Chief Natalie Thompson answered: (1) if the noise violation is substantiated, it would go to the tenant; and (2) as to the occupancy, that goes more to zoning and we anticipate working closely with other city officials. She stated that we will not be barging in on anybody – due to 4th amendment Constitutional rights – but will be taking reports.

Schlack: Believes that people have rights – equal rights – and as long as property owners do not infringe on the rights of others, there should be no need for additional regulation. Believes there are existing ordinances that handle the complaints against noise, parking, trash, or smoke. Future owners may be discriminated against because we don't know yet who they are yet. Believes that he cannot support an ordinance that doesn't treat everyone the same. He could support a rental registration ordinance that does provide for the rental agent information (so as to contact with problems).

Smith: This ordinance is about compromise and about understanding this issue. We need data. We have to understand this business and we want a stronger community. We have to move forward and building this time. We need to wipe out the 3,500 square feet provision

B. Consider adoption of the proposed amendment to the code of ordinances, related to the proposed short-term rental regulations – the rental registration ordinance.

Catherine Mish, city attorney noted, prior to the vote on this item, the following numbering errors that needed to be corrected and included in the motion:

- In 10-245(a)(1), for the short-term rental of unregistered dwellings, it sets the fine of $750 for a first violation and $1,000 for each subsequent violation; however, it refers to a violation of subsection 10-242(a), when it should be 10-243(1).

- In 10-245(a)(2), for violation of the maximum occupancy limits, it lists a fine of $500 for a first offense and $1,500 for each subsequent offense; however, it refers to a violation of 10-243(d) when it should be 10-244(d).

- In 10-244(d)(3), for applications for increased occupancy limits, it refers back to 10-243(d)(2) but it should be 10-244(d).

Moved by Smith, seconded by Arnold to adopt the proposed amendment to the code of ordinances related to the proposed short-term rental regulations – the rental registration ordinance with the amendments to 10-245(a)(1), 10-245(a)(2), and 10-244(d)(3) as stated above.

A Roll Call Vote was taken:

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

Motion carried.

C. Consider adoption of the proposed amendments to the zoning ordinance, related to the proposed short-term rental regulations.

Moved by Gruber, seconded by Klavins, to adopt the proposed amendments to the Zoning Ordinance related to the proposed short-term rental regulations and striking the language prohibiting the short-term rental of a dwelling unit that is more than 3,500 square feet in total interior area.

Section 401.1 of the Zoning Ordinance will read as follows:

1. One-family detached dwellings. The short-term rental of a one-family detached dwelling shall comply with all applicable provisions of the City Code including, without limitation, any applicable registration requirements.

A Roll Call Vote was taken:

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

Motion carried.

8. Council will be asked to hold a public hearing for the proposed Fiscal Year 2016-17 Budget.

Moved by Kozlik Wall, seconded by Klavins to open the public hearing on the proposed Fiscal Year 2016-17 Budget.

Voted Yes: All. Motion carried.

No public comment.

Moved by Klavins, seconded by Gruber to close the public hearing on the proposed Fiscal Year 2016-17 Budget.

Voted Yes: All. Motion carried.

9. Council will be asked to take the following action regarding the proposed special assessment districts:

A. Conduct a public hearing to consider any objections to the proposed Public Improvements, the proposed special assessment district, and all other matters relating to said Public Improvements.

Moved by Gruber, seconded by Klavins to open the public hearing on the proposed Public Improvements, the proposed special assessment district, and all other matters relating to said Public Improvements.

Voted Yes: All. Motion carried.

Public Hearing Open:

Gail Patterson, 914 Kalamazoo, inquired when will the notices be sent out to residents on how much they'll be paying.

Larry Halberstadt, City Engineer, answered that those notices will be going out next week.

Moved by Smith, seconded by Klavins to close the public hearing on the proposed Public Improvements, the proposed special assessment district, and all other matters relating to said Public Improvements.

Voted Yes: All. Motion carried.

B. Consider Resolution 2016-30: Determination to Make Public Improvements; Approval of Plans and Estimate of Cost; Final Determination of Special Assessment District.

Moved by Smith, seconded by Arnold, to approve Resolution 2016-30: Determination to Make Public Improvements; Approval of Plans and Estimate of Cost; Final Determination of Special Assessment District.

Voted Yes: All. Motion carried.

C. Consider Resolution 2016-31: Special Assessment Roll 201601; Notice of Public Hearing.

Moved by Kozlik Wall, seconded by Arnold, to approve Resolution 2016-31: Special Assessment Roll 201601; Notice of Public Hearing.

Voted Yes: All. Motion carried.

NEW BUSINESS

10. Council will be asked to consider the following annual board and commission appointments/reappointments:

A. Reappoint board and commission members as follows:

i. David Miller to the Zoning Board of Appeals for a 3-year term ending in 2019.

Moved by Kozlik Wall, seconded by Arnold, to reappoint David Miller to the Zoning Board of Appeals for a 3-year term ending in 2019.

Voted Yes: All. Motion carried.

ii. Mark Wheeler to the Zoning Board of Appeals for a 3-year term ending in 2019.

Moved by Arnold, seconded by Smith, to reappoint Mark Wheeler to the Zoning Board of Appeals for a 3-year term ending in 2019.

Voted Yes: All. Motion carried.

B. Appoint new members to the board and commissions as follows:

i. Stephen Runkle to the Zoning Board of Appeals for a 3-year term ending in 2019.

Stephen Runkle, 16 Pine Street, introduced himself to the Council as a candidate for the Zoning Board of Appeals.

Moved by Gruber, seconded by Kozlik Wall to appoint Stephen Runkle to the Zoning Board of Appeals for a 3-year term ending in 2019.

Voted Yes: All. Motion carried.

ii. Tom Fleming to the Local Development Finance Authority and Brownfield Redevelopment Authority boards for partial four-year terms, each ending in 2019.

Moved by Kozlik Wall, seconded by Smith, to appoint Tom Fleming to the Local Development Finance Authority and Brownfield Redevelopment Authority boards for partial four-year terms, each ending in 2019.

Voted Yes: All. Motion carried.

11. Council will be asked to approve the following Special Events:

A. Special Event 2016-16 – Gospel Jamboree to be held on July 17, 2016 from noon until 10:30 p.m. at Elkenburg Park.

Moved by Arnold, seconded by Klavins, to approve Special Event 2016-16 – Gospel Jamboree to be held on July 17, 2016 from noon until 10:00 p.m. (not 10:30 p.m. as proposed) at Elkenburg Park.

Voted Yes: All. Motion carried.

B. Special Event 2016-19 – Memorial Day Parade to be held on May 30, 2016 from 9:00 a.m. to 10:00 a.m. beginning at the intersection of Center and Michigan Avenue and ending at the Veterans' section of Lakeview Cemetery (in case of rain, event end will be held at the high school).

Moved by Kozlik Wall, seconded by Gruber, to approve Special Event 2016-19 – Memorial Day Parade to be held on May 30, 2016 from 9:00 a.m. to 10:00 a.m. beginning at the intersection of Center and Michigan Avenue and ending at the Veterans' section of Lakeview Cemetery (in case of rain, event end will be held at the high school).

Voted Yes: All. Motion carried.

C. Special Event 2016-20 – Rotary Pancake Breakfast to be held on July 3, 2016 from 6:30 a.m. to 12:30 p.m. at the Huron Street Pavilion.

Moved by Smith, seconded by Kozlik Wall, to approve Special Event 2016-20 – Rotary Pancake Breakfast to be held on July 3, 2016 from 6:30 a.m. to 12:30 p.m. at the Huron Street Pavilion.

Voted Yes: All. Motion carried.

D. Special Event 2016-21 – Rotary Pancake Breakfast to be held on September 4, 2016 from 6:30 a.m. to 12:30 p.m. at the Huron Street Pavilion.

Moved by Arnold, seconded by Klavins, to approve Special Event 2016-21 – Rotary Pancake Breakfast to be held on September 4, 2016 from 6:30 a.m. to 12:30 p.m. at the Huron Street Pavilion.

Voted Yes: All. Motion carried.

12. Council will be asked to hold a public hearing regarding the Renewable Energy Plan and Energy Optimization Plan.

Moved by Gruber, seconded by Smith to open the public hearing on the Renewable Energy Plan and Energy Optimization Plan.

Voted Yes: All. Motion carried.

City Manager, Brian Dissette, stated that under PA 295 energy optimization programs must be established by electric providers. We have been providing the EO program to our customers for a number of years but recently changed our vendors. We must show the State of Michigan that we have are encouraging our customers to come forward and offer their thoughts on our EO program and vendor. We are now working with MECCA which works throughout the state. They are pursuing a number of upgrades with construction projects around town – specifically, the high school.

City Engineer, Larry Halberstadt, concurred with Dissette and commented on the Renewable Energy program.

No public comment.

Moved by Kozlik Wall, seconded by Smith to close the public hearing on the Renewable Energy Plan and Energy Optimization Plan.

Voted Yes: All. Motion carried.

13. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda

Phil Oretsky, candidate for Van Buren County Sheriff, introduced himself to the Council and promised a more in-depth presentation next time.

Mike Henry, County Commissioner District 1 of Van Buren County, spoke on the upcoming elections and various offices.

Dorothy Appleyard, 806 Wilson, is relieved to have the rental issue resolved but feels that Council needs to investigate why ordinary people can't afford to live in South Haven.

Bill Bradley, 746 Lee Street, recommended a book to Council: "The Evolution of Everything – How New Ideas Emerge" by Matt Ridley. He plans to read it a fourth time.

14. City Manager's Comments

Brian Dissette, City Manager, stated that the Local Development Finance Authority (LDFA) approved a Buy/Sell Agreement for 220 Aylworth, the former Bohn building with a locally based company that has a multi-year plan for the site. We do have many volunteers serving on these boards working to attract jobs. Our LDFA has three different districts and that they are completely out of property. The LDFA is seriously looking to purchase property and developing a fourth LDFA.

15. Mayor and Councilperson's Comments

Klavins: Serves on LDFA and notes that while the other offer had more jobs, in doing their due diligence, the board figured out which proposal was the best offer.

Smith: Good news on the offer.

Arnold: There is more work needed to be done on the short-term rentals. He cautions that if you went to social media for your information on this issue, you were sadly misinformed. There are still people who haven't heard about this ordinance.

Gruber: No comment.

Schlack: No comment.

Kozlik Wall: No comment.

Burr: Notes that our utility rates are 20% lower than Consumers. Sewer rates are set by the state following guidelines in the SAW (Sewer and Water) study.

16. Adjourn

Moved by Kozlik Wall, seconded by Gruber, to adjourn the meeting.
Voted Yes: All. Motion carried meeting adjourned at 9:44 p.m.

RESPECTFULLY SUBMITTED,

Kate Hosier, Assistant City Manager
Approved by City Council:

CITY OF SOUTH HAVEN
JUNE 6, 2016

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	$ 119,025.62	$ 69,120.62	$ 188,146.24
202-MAJOR STREET FUND	$ -	$ 44.44	$ 44.44
203-LOCAL STREET FUND	$ -	$ -	$ -
204-STREET FUND	$ 55.76	$ 11,852.88	$ 11,908.64
226-GARBAGE/REFUSE FUND	$ -	$ -	$ -
250-DOWNTOWN DEVELOPMENT	$ 59,411.19	$ 9,988.36	$ 69,399.55
251-LDFA #1	$ -	$ -	$ -
252- LDFA #2	$ -	$ -	$ -
253-LDFA #3	$ -	$ -	$ -
260-BROWNFIELD AUTHORITY	$ -	$ -	$ -
265-NARCOTICS UNIT	$ 4,936.46	$ -	$ 4,936.46
266-POLICE TRAINING	$ -	$ -	$ -
296-RIVER MAINTENANCE	$ -	$ -	$ -
363- CAPITAL BOND	$ -	$ -	$ -
370- BUILDING AUTHORITY #2	$ -	$ -	$ -
371-CAPITAL BOND DEBT SERV	$ -	$ -	$ -
372-WATER PLANT FUND	$ -	$ -	$ -
395-DDA DEBT SERVICE	$ -	$ -	$ -
396- DDA DISTRICT #2	$ -	$ -	$ -
401-CAPITAL PROJECTS	$ -	$ -	$ -
402-CAPITAL PROJECTS #2	$ -	$ 12,085.80	$ 12,085.80
466- PAVILION AND ICE RINK	$ -	$ -	$ -
545-BLACK RIVER PARK	$ 46.31	$ 6,691.25	$ 6,737.56
577-BEACH FUND	$ 123.02	$ 18.90	$ 141.92
582-ELECTRIC FUND	$ 13,651.24	$ 59,983.59	$ 73,634.83
591-WATER FUND	$ 15,569.77	$ 7,938.93	$ 23,508.70
592-SEWER FUND	$ 6,775.45	$ 32,132.79	$ 38,908.24
594-MUNICIPAL MARINA	$ 2,208.23	$ 17,878.24	$ 20,086.47
636-INFORMATION SERVICES	$ 320.00	$ 2,039.91	$ 2,359.91
661-MOTOR POOL	$ 15,552.26	$ 3,495.00	$ 19,047.26
677-SELF INSURANCE	$ -	$ -	$ -
703-TAX FUND	$ -	$ -	$ -
718-TRUST & AGENCY	$ 1,000.00	$ 400.00	$ 1,400.00
750-EMPLOYEE WITHHOLDING	$ -	$ -	$ -
TOTAL	$ 238,675.31	$ 233,670.71	$ 472,346.02

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
05/20/2016	1	54322	000014	ABONMARCHE CONSULTANTS INC	BLACK RIVER PARK - RBEG PARKING LOT	500.00
					NORTHSIDE MARINA EROSION CONTROL PROJECT	500.00
						1,000.00
05/20/2016	1	54323	003073	ALS GROUP USA, CORP	CHEMICAL ANALYSIS	590.00
					CHEMICAL ANALYSIS	740.00
						1,330.00
05/20/2016	1	54324	003383	APPLIED IMAGING	MONTHLY CONTRACT 05/08 - 06/07/16	30.90
05/20/2016	1	54325	UB REFUND	ATTARD, CARL A	UB refund for account: 30741500	132.55
05/20/2016	1	54326	MISC	BIRDSONG	2016 FARMER'S MARKET REFUND	217.50
05/20/2016	1	54327	MISC	BUNKERDOGSUSA	POLICE DOG	4,500.00
05/20/2016	1	54328	UB REFUND	CHAMBERLAIN, ALESIA	UB refund for account: 30347000	182.57
05/20/2016	1	54329	000471	CITY PLUMBING & HEATING CO	MAINTENANCE AGREEMENT - CITY HALL	1,030.00
					MAINTENANCE AGREEMENT - DPW	710.00
					MAINTENANCE AGREEMENT - PSB	1,982.00
						3,722.00
05/20/2016	1	54330	003213	DALE CLAYTON	MILEAGE REIMBURSEMENT	64.80
05/20/2016	1	54331	UB REFUND	COLTON, RONALD	UB refund for account: 31378000	171.31
05/20/2016	1	54332	UB REFUND	CONROY, PATRICK J	UB refund for account: 31133001	111.44
05/20/2016	1	54333	UB REFUND	CREEDEN, AMANDA M	UB refund for account: 31373001	117.18
05/20/2016	1	54334	003378	CULLIGAN WATER OF ALLEGAN	BOTTLED WATER	90.50
05/20/2016	1	54335	000604	DE BEST INC	REPAIR WORK - BLUFFWOOD DRIVE	500.00
05/20/2016	1	54336	003127	ADAM DEBOER	FUEL REIMBURSEMENT	29.00
05/20/2016	1	54337	UB REFUND	FLEISHER, BRIAN D & GINA M	UB refund for account: 41108801	274.92
05/20/2016	1	54338	UB REFUND	FRITZ, SUE R	UB refund for account: 31180006	454.56
05/20/2016	1	54339	UB REFUND	FRITZ, SUE R	UB refund for account: 40124002	1,448.32
05/20/2016	1	54340	000843	FRONTIER COMMUNICATIONS	TELEPHONE 616-040-1864-120202-5	29.28
					TELEPHONE 269-637-3251-010165-5	92.11
					TELEPHONE 269-637-5493-070711-5	128.25
					TELEPHONE 269-639-8034-092904-5	41.06
					TELEPHONE 269-637-5084-060311-5	276.63
					TELEPHONE 616-040-3325-112972-5	58.57
					TELEPHONE 269-637-8578-032095-5	57.57
					TELEPHONE 269-639-3050-082313-5	655.65
					TELEPHONE 269-637-3376-081214-5	62.88
						1,402.00
05/20/2016	1	54341	UB REFUND	GARBER, AMY	UB refund for account: 30745400	277.37
05/20/2016	1	54342	UB REFUND	HESTER, HAROLD & ELLA M	UB refund for account: 31409000	343.84
05/20/2016	1	54343	003070	WENDY HOCHSTEDLER	MILEAGE REIMBURSEMENT	302.40
05/20/2016	1	54344	001086	HOME CITY ICE COMPANY, THE	ICE AT MARINA	104.00
05/20/2016	1	54345	003364	KATE HOSIER	MILEAGE REIMBURSEMENT	198.73
05/20/2016	1	54346	UB REFUND	HUMAYOON SHERIFF, WASEEM SHERIFF	UB refund for account: 20610003	60.20
05/20/2016	1	54347	001186	JENSEN'S EXCAVATING INC	SEWER REPAIRS - CENTRAL LOFTS	1,531.00
05/20/2016	1	54348	003271	KALAMAZOO FLAG	FLAGS	57.60
05/20/2016	1	54349	UB REFUND	LHV ONE LLC	UB refund for account: 20010402	107.67
05/20/2016	1	54350	001435	DEBORAH LULL	TESTS FOR CITY CLERK POSITION	264.00
05/20/2016	1	54351	UB REFUND	MADARIK, ROBERT D	UB refund for account: 40578005	34.57
05/20/2016	1	54352	001544	MENARDS	MAINTENANCE SUPPLIES	3.94

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MAINTENANCE SUPPLIES	117.26
					MAINTENANCE SUPPLIES	18.97
					MAINTENANCE SUPPLIES	77.85
					MAINTENANCE SUPPLIES	39.95
					MAINTENANCE SUPPLIES	38.96
					MAINTENANCE SUPPLIES	23.84
					MAINTENANCE SUPPLIES	5.04
						325.81
05/20/2016	1	54353	001552	MERS	REQUEST FOR SUPPLEMENTAL VALUATION	400.00
05/20/2016	1	54354	001610	MICHIGAN GAS UTILITIES	NATURAL GAS 0507140986-00001	773.54
					NATURAL GAS 0507828563-00001	163.31
					NATURAL GAS 0504596108-00001	16.65
					NATURAL GAS 0505867762-00001	977.95
					NATURAL GAS 0506188358-00001	507.06
					NATURAL GAS 0507642127-00002	53.01
					NATURAL GAS 0504219751-00001	80.09
					NATURAL GAS 0506115327-00001	42.68
					NATURAL GAS 0502496428-00001	42.16
					NATURAL GAS 0507157586-00001	2,057.74
					NATURAL GAS 0507529033-00001	1,469.66
					NATURAL GAS 0503531418-00001	117.09
					NATURAL GAS 0506689471-00001	13.87
					NATURAL GAS 0507642127-00001	83.15
					NATURAL GAS 0503915863-00001	104.55
						6,502.51
05/20/2016	1	54355	001740	MOST DEPENDABLE FOUNTAINS INC	PART	245.00
05/20/2016	1	54356	UB REFUND	NELSON, MARTHA KAY	UB refund for account: 31347004	179.89
05/20/2016	1	54357	UB REFUND	NILES, WANDA N	UB refund for account: 31130000	185.45
05/20/2016	1	54358	001948	PAT'S PRONTO PRINT	WATER QUALITY REPORTS	514.28
					BUSINESS CARDS & ENVELOPES	292.50
						806.78
05/20/2016	1	54359	003450	PERFECTION 1ST BODY SHOP	BODY LABOR	436.46
05/20/2016	1	54360	002033	PRI MAR PETROLEUM INC	CARS WASHED	22.50
05/20/2016	1	54361	002034	AARON PRIEBE	SUPPLIES, REGISTRATION & LODGING REIMBUR	460.64
05/20/2016	1	54362	002182	ROCK 'N' ROAD CYCLE	BIKE BAGS	100.00
					BIKE SIRENS	139.98
						239.98
05/20/2016	1	54363	002184	ROD'S PRINTS & PROMOTIONS	JACKETS	150.00
05/20/2016	1	54364	UB REFUND	ROE, AMY N	UB refund for account: 30808003	157.21
05/20/2016	1	54365	UB REFUND	ROTH-HOLDEN, JILL I	UB refund for account: 31079006	355.38
05/20/2016	1	54366	MISC	SCOTT HELGESEN	REFUND SLIP DEPOSIT NS1	200.00
05/20/2016	1	54367	UB REFUND	SEIDL, JOHN R	UB refund for account: 30620003	248.75
05/20/2016	1	54368	UB REFUND	SHORTER, WALTER J	UB refund for account: 10551014	90.84
05/20/2016	1	54369	002391	SOUTH HAVEN CHARTER TOWNSHIP	PROPERTY TRANSFER AGREEMENTS	21,735.40
05/20/2016	1	54370	UB REFUND	SOUTH HAVEN HEALTH SYSTEMS	UB refund for account: 40856001	678.71
					UB refund for account: 40857001	1,105.12
					UB refund for account: 40858001	49.75
					UB refund for account: 40854001	1,044.10
					UB refund for account: 40855001	623.27
					UB refund for account: 40859001	449.86
						3,950.81

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/20/2016	1	54371	002404	SOUTH HAVEN HIGH SCHOOL	RIVERFRONT CONCERT SERIES	250.00
05/20/2016	1	54372	002425	SOUTH HAVEN/VAN BUREN COUNTY	SHARED ELECTRIC EXPENSE - PUBLIC RESTROO	895.84
05/20/2016	1	54373	002499	STATE OF MICHIGAN	WATER TESTS	703.00
05/20/2016	1	54374	002513	STEEL CENTER SUPPLY CO	MAINTENANCE SUPPLIES	112.02
05/20/2016	1	54375	UB REFUND	STRICKLIN, ANTHONY & CAROL	UB refund for account: 31279501	244.80
05/20/2016	1	54376	MISC	SU CASA	2016 FARMER'S MARKET REFUND	249.50
05/20/2016	1	54377	UB REFUND	SUPERIOR LLC	UB refund for account: 31048400	137.91
05/20/2016	1	54378	002589	TERMINIX PROCESSING CENTER	EXTERMINATING SERVICE	45.00
05/20/2016	1	54379	003058	NATALIE THOMPSON	TRAINING REIMBURSEMENT	59.32
05/20/2016	1	54380	002721	UPLINK SECURITY LLC	MONTHLY SERVICE FEES	7.45
05/20/2016	1	54381	002728	USA BLUE BOOK	LAB SUPPLIES	474.02
					LAB SUPPLIES	135.59
					LAB SUPPLIES	62.21
						671.82
05/20/2016	1	54382	002792	VERIZON WIRELESS	CELL PHONES 542074882-00001	69.12
					CELL PHONES 486573081-00002	38.01
					CELL PHONES 486573081-00001	884.64
						991.77
05/24/2016	1	54383	UB REFUND	DEGRANDCHAMPS BLUEBE	UB refund for account: 30270500	1,006.46
05/27/2016	1	54384	000043	AIRGAS USA, LLC	CYLINDER RENTAL	54.19
05/27/2016	1	54385	000065	ALLIED MECHANICAL SERVICES INC	SETTLING BASIN TROUGH REHAB	8,560.00
05/27/2016	1	54386	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720	10.19
					REPAIR/MAINT SUPPLIES- ACCT #23300720	98.19
					REPAIR/MAINT SUPPLIES- ACCT #23300720	41.04
					REPAIR/MAINT SUPPLIES- ACCT #23300720	1.98
					REPAIR/MAINT SUPPLIES- ACCT #23300720	17.89
					REPAIR/MAINT SUPPLIES- ACCT #23300720	88.17
					REPAIR/MAINT SUPPLIES- ACCT #23300720	17.79
					REPAIR/MAINT SUPPLIES- ACCT #23300720	14.58
					REPAIR/MAINT SUPPLIES- ACCT #23300720	107.00
						396.83
05/27/2016	1	54387	000178	AUTOZONE, INC	SUPPLIES	4.77
05/27/2016	1	54388	003373	BBC DISTRIBUTING	MARINA SUPPLIES	316.48
05/27/2016	1	54389	000303	MERLE BOES INC	OIL	3,306.72
05/27/2016	1	54390	000309	A.D. BOS OFFICE COFFEE SERVICE	COFFEE & SUPPLIES	73.36
05/27/2016	1	54391	000337	BRONSINK & BOS EQUIPMENT	FILTERS	1,309.76
					STARTER	299.62
						1,609.38
05/27/2016	1	54392	000348	BRUTSCHE CONCRETE PRODUCTS	FOUNDATIONS	210.00
05/27/2016	1	54393	UB REFUND	BURMEISTER, BENJAMIN L	UB refund for account: 41896002	296.06
05/27/2016	1	54394	000418	CDW GOVERNMENT INC	POWER CABLES	113.19
05/27/2016	1	54395	003180	COPS HEALTH TRUST	INSURANCE	1,896.27
05/27/2016	1	54396	UB REFUND	D & S REAL ESTATE MGT LLC	UB refund for account: 41154007	200.68
05/27/2016	1	54397	000624	DELTA DENTAL OF MICHIGAN	INSURANCE	5,311.60
05/27/2016	1	54398	UB REFUND	DUDA, JOHN	UB refund for account: 40148004	127.00
05/27/2016	1	54399	000764	FASTENAL COMPANY	SUPPLIES	129.99
					SUPPLIES	15.32
						145.31
05/27/2016	1	54400	000834	FREDRICKSON SUPPLY LLC	PART	53.88

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/27/2016	1	54401	000843	FRONTIER COMMUNICATIONS	TELEPHONE 269-637-2877-050814-5	64.73
					TELEPHONE 616-040-6480-021893-5	26.34
					TELEPHONE 616-001-2946-100103-5	74.32
					TELEPHONE 269-637-9127-080204-5	83.89
					TELEPHONE 269-639-2048-112509-5	46.61
					TELEPHONE 269-639-9531-040500-5	111.02
					TELEPHONE 269-637-0261-052112-5	153.49
						560.40
05/27/2016	1	54402	000847	FUEL MANAGEMENT SYSTEM	FUEL	4,088.23
05/27/2016	1	54403	000913	GRAINGER	MAINTENANCE SUPPLIES	353.16
05/27/2016	1	54404	001107	HULL LIFT TRUCK INC	BOBCAT REPAIRS	3,438.48
					PARTS	362.74
						3,801.22
05/27/2016	1	54405	001186	JENSEN'S EXCAVATING INC	COVERT WATER TAP	1,890.00
05/27/2016	1	54406	MISC	JOHN & RORY BEERS	REFUND SLIP DEPOSIT	200.00
05/27/2016	1	54407	003451	THOMAS KNIFIC	RIVERFRONT CONCERT SERIES	750.00
05/27/2016	1	54408	003376	KROHN EXCAVATING, LLC	BLACK RIVER PARK RBEG PARKING LOT	31,181.40
					HURON STREET DDA PARKING LOT	26,833.95
						58,015.35
05/27/2016	1	54409	001405	LINCOLN NATIONAL LIFE INS CO	INSURANCE	2,626.30
05/27/2016	1	54410	001544	MENARDS	MAINTENANCE SUPPLIES	19.80
					MAINTENANCE SUPPLIES	23.27
					MAINTENANCE SUPPLIES	20.28
					MAINTENANCE SUPPLIES	1.69
					MAINTENANCE SUPPLIES	48.11
						113.15
05/27/2016	1	54411	001893	OLSON BROTHERS CONTRACTORS	KIDS CORNER ROOF REPLACEMENT & REPAIRS	10,003.00
05/27/2016	1	54412	002155	RIDGE AND KRAMER AUTO PARTS	MAINTENANCE SUPPLIES	262.44
					MAINTENANCE SUPPLIES	131.05
					MAINTENANCE SUPPLIES	434.69
						828.18
05/27/2016	1	54413	UB REFUND	RIDLEY, SHELLY	UB refund for account: 40177001	390.24
05/27/2016	1	54414	UB REFUND	SANKOFSKI, RACHEL M	UB refund for account: 40315002	133.03
05/27/2016	1	54415	UB REFUND	SCHABBEL, DAVID	UB refund for account: 40317000	105.47
05/27/2016	1	54416	002361	SMITH'S CONCRETE CUTTING	CONCRETE CUTTING	606.80
05/27/2016	1	54417	MISC	SU CASA RESTAURANTE	FOOD	135.00
					FOOD	182.00
						317.00
05/27/2016	1	54418	002583	TELE-RAD INC	SUPPLIES	50.00
05/27/2016	1	54419	003327	UNITED HEALTHCARE INSURANCE CO	HEALTH INSURANCE PREMIUMS	63,051.96
05/27/2016	1	54420	002792	VERIZON WIRELESS	CELL PHONES 886568152-00001	912.16
					CELL PHONES 742053338-00001	432.33
						1,344.49
05/27/2016	1	54421	002822	WAGNER'S PLUMBING & HEATING	TURN ON WATER & REPAIR - ELKENBURG PARK	243.52

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/27/2016	1	54422	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	233.51
					MAINTENANCE SUPPLIES	13.28
					MAINTENANCE SUPPLIES	42.32
					MAINTENANCE SUPPLIES	7.06
					MAINTENANCE SUPPLIES	4.78
					MAINTENANCE SUPPLIES	1.80
					MAINTENANCE SUPPLIES	21.96
					MAINTENANCE SUPPLIES	6.29
					MAINTENANCE SUPPLIES	3.79
					MAINTENANCE SUPPLIES	11.49
					MAINTENANCE SUPPLIES	6.58
					MAINTENANCE SUPPLIES	1.77
					MAINTENANCE SUPPLIES	0.39
					MAINTENANCE SUPPLIES	6.58
					MAINTENANCE SUPPLIES	53.96
					MAINTENANCE SUPPLIES	22.99
					MAINTENANCE SUPPLIES	19.61
					MAINTENANCE SUPPLIES	0.36
					MAINTENANCE SUPPLIES	20.86
					MAINTENANCE SUPPLIES	15.99
					MAINTENANCE SUPPLIES	15.98
						511.35
05/27/2016	1	54423	002953	WOODHAMS, INC , DON	REPAIRS	540.88
					REPAIRS	380.89
					REPAIRS	905.61
					REPAIRS	321.72
					REPAIRS	1,013.64
					PARTS	141.98
					REPAIRS	1,077.09
					REPAIRS	359.78
					PARTS	52.91
					PART	93.01
						4,887.51

1 TOTALS:

Total of 102 Disbursements: 238,675.31

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
06/06/2016	1	54424	000014	ABONMARCHE CONSULTANTS INC	HURON STREET PARKING LOT	2,867.00
					BLACK RIVER PARK FISHING PLATFORM/BANK S	1,800.00
					INDIAN GROVE LIFT STATION & MONROE BLVD	11,852.88
					MAIN PUMP STATION CONSOLIDATION	14,090.12
					BLACK RIVER PARK - RBEG PARKING LOT	1,707.73
						32,317.73
06/06/2016	1	54425	003073	ALS GROUP USA, CORP	CHEMICAL ANALYSIS	740.00
06/06/2016	1	54426	003304	APPRAISALS PLUS GROUP, INC.	ASSESSING SERVICES	3,605.00
06/06/2016	1	54427	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720	17.89
					REPAIR/MAINT SUPPLIES- ACCT #23300720	90.04
					REPAIR/MAINT SUPPLIES- ACCT #23300720	8.89
					REPAIR/MAINT SUPPLIES- ACCT #23300720	73.67
					REPAIR/MAINT SUPPLIES- ACCT #23300720	10.14
						200.63
06/06/2016	1	54428	003373	BBC DISTRIBUTING	MARINA SUPPLIES	999.85
06/06/2016	1	54429	000229	BEAVER RESEARCH COMPANY	SUPPLIES	247.22
06/06/2016	1	54430	003103	FORREST BOOTHE	CEC CLASS - DEQ REIMBURSEMENT	165.00
06/06/2016	1	54431	000337	BRONSINK & BOS EQUIPMENT	SUPPLIES	494.68
06/06/2016	1	54432	000345	JOHN BRUSH BUILDERS INC	INSPECTION REPORT FOR CBA - 709 SOUTH HA	250.00
06/06/2016	1	54433	000371	C E & A PROFESSIONAL SERVICES	RANDOM DOT DRUG & ALCOHOL TESTING	683.47
06/06/2016	1	54434	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	2,219.98
06/06/2016	1	54435	003425	CINTAS CORPORATION	SUPPLIES	28.80
06/06/2016	1	54436	000471	CITY PLUMBING & HEATING CO	MAINTENANCE AGREEMENT - CITY HALL MAY 20	1,030.00
					MAINTENANCE AGREEMENT - PSB MAY 2016	1,982.00
						3,012.00
06/06/2016	1	54437	003452	COLE-PARMER	PARTS	37.38
06/06/2016	1	54438	000498	COMCAST	INTERNET SERVICE 01720 188884-01-4	59.70
06/06/2016	1	54439	000505	COMPTON INC	YARD RESTORATION - 64 NORTH SHORE DR	773.00
					TOPSOIL & LOADER	170.00
					BROADWAY MANHOLE STRUCTURE REPAIRS	2,730.50
					MAIN LIFT STATION VALVE REPLACEMENT	5,106.75
						8,780.25
06/06/2016	1	54440	003428	CONNECTION SERVICE CO. INC.	SUPPLIES	44.15
06/06/2016	1	54441	000519	CONSUMERS ENERGY	ELECTRIC 1000 1414 0337	78.75
					ELECTRIC 1000 1414 0840	35.24
					ELECTRIC 1000 1414 0568	38.36
						152.35
06/06/2016	1	54442	000637	DICKINSON WRIGHT	LEGAL SERVICES	76.00
					LEGAL SERVICES	25,285.70
						25,361.70
06/06/2016	1	54443	MISC	DORNBOS SIGN, INC.	SIGN	187.50
06/06/2016	1	54444	MISC	EDGEWATER RESOURCES	DESIGN SERIVCES	880.00
06/06/2016	1	54445	000764	FASTENAL COMPANY	SUPPLIES	21.93

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SUPPLIES	188.21
					SUPPLIES	42.60
						252.74
06/06/2016	1	54446	003193	FISHBECK, THOMPSON, CARR & HUBER	DIST FLUSHING PROG	378.00
					REL STUDY UPDATE	210.00
						588.00
06/06/2016	1	54447	000802	FLAGS USA	FLAGS	702.00
06/06/2016	1	54448	000843	FRONTIER COMMUNICATIONS	TELEPHONE 231-189-0674-032599-5	3,062.12
					TELEPHONE 269-637-7466-021392-5	494.35
					TELEPHONE 616-001-7480-082802-5	70.38
					TELEPHONE 269-637-4778-082302-5	46.61
						3,673.46
06/06/2016	1	54449	000913	GRAINGER	MAINTENANCE SUPPLIES	947.50
06/06/2016	1	54450	000963	GRP ENGINEERING INC	ENGINEERING SERVICES - NORTH SHORE & MON	393.75
06/06/2016	1	54451	000994	HAPA LLC	MARINA & BLACK RIVER PARK OPERATIONS EXP	4,257.43
					MARINA MANAGER	5,581.89
					BLACK RIVER PARK MANAGEMENT FEE	500.00
					MARINA & BLACK RIVER PARK OPERATIONS EXP	6,608.46
						16,947.78
06/06/2016	1	54452	001007	HARDESTY & HANOVER, LLP	DYCKMAN BRIDGE ENGINEERING SERVICES	8,682.00
					BRIDGE INSPECTION FOR METRIC 19 COMPLIAN	3,403.80
						12,085.80
06/06/2016	1	54453	001067	HI TEC BUILDING SERVICES	JANITORIAL SERVICE	3,467.87
06/06/2016	1	54454	001102	HUBBELL, ROTH & CLARK INC	SOUTH HAVEN AMP WWTP & PUMP STATIONS	264.74
06/06/2016	1	54455	001271	K-JAM SUPPLY INC	SUPPLIES	235.81
06/06/2016	1	54456	003413	KAL-BLUE, INC.	SUPPLIES	89.13
06/06/2016	1	54457	001246	KENDALL ELECTRIC INC	SUPPLIES	157.77
06/06/2016	1	54458	MISC	MATTHEW BALL	RIVERFRONT CONCERT SERIES	400.00
06/06/2016	1	54459	001502	MATTHEW BENDER & CO, INC	MI MOTOR VEH 2016 UPDATE	44.44
06/06/2016	1	54460	001544	MENARDS	MAINTENANCE SUPPLIES	36.80
					MAINTENANCE SUPPLIES	19.44
					MAINTENANCE SUPPLIES	217.84
					MAINTENANCE SUPPLIES	49.86
					MAINTENANCE SUPPLIES	19.00
					MAINTENANCE SUPPLIES	12.81
					MAINTENANCE SUPPLIES	4.28
					MAINTENANCE SUPPLIES	89.96
					MAINTENANCE SUPPLIES	3.59
					MAINTENANCE SUPPLIES	20.91
					MAINTENANCE SUPPLIES	3.49
						477.98
06/06/2016	1	54461	001607	MICHIGAN ELECTRIC COOPERATIVE	ENERGY OPTIMIZATION PROGRAM	14,506.67
					ENERGY OPTIMIZATION PROGRAM	23,002.80
						37,509.47
06/06/2016	1	54462	003276	MISSION COMMUNICATIONS, LLC	ANNUAL SERVICE PACKAGES	3,787.67
06/06/2016	1	54463	001766	MUZZALL GRAPHICS	BUSINESS CARDS	338.51

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/06/2016	1	54464	001911	OTTAGAN PLUMBING & TESTING INC	TURNED ON WATER - BLACK RIVER PARK	114.00
					TURN ON WATER - MARITIME MUSEUM	152.00
					TURNED ON WATER - NORTH SIDE MARINA	190.00
					TURN ON WATER & REPAIRS - SOUTH SIDE MAR	706.40
						1,162.40
06/06/2016	1	54465	002002	PLUMBER'S PORTABLE TOILETS	RENTALS	140.00
06/06/2016	1	54466	002020	POWER LINE SUPPLY CO	MAINTENANCE SUPPLIES	2,210.69
					MAINTENANCE SUPPLIES	55.24
					MAINTENANCE SUPPLIES	1,268.80
					MAINTENANCE SUPPLIES	266.17
					MAINTENANCE SUPPLIES	3,948.89
					MAINTENANCE SUPPLIES	575.00
					MAINTENANCE SUPPLIES	120.31
					MAINTENANCE SUPPLIES	120.31
					MAINTENANCE SUPPLIES	450.00
					MAINTENANCE SUPPLIES	96.47
					GLOVES	228.00
					MAINTENANCE SUPPLIES	2,397.14
					CREDIT MEMO	(1,556.30)
						10,180.72
06/06/2016	1	54467	003406	PREFERRED PLUMBING, LLC	REPAIRS - BLACK RIVER PARK & MARINA	1,539.00
06/06/2016	1	54468	003303	PREIN & NEWHOF	LAND APPLICATION	220.00
06/06/2016	1	54469	002088	QUINN ELECTRICAL CONTRACTORS	INSTALL ELECTRICAL SERVICE - HURON STREE	3,984.05
06/06/2016	1	54470	002114	RATHCO SAFETY SUPPLY INC	ALUM SIGNS	345.38
06/06/2016	1	54471	002155	RIDGE AND KRAMER AUTO PARTS	MAINTENANCE SUPPLIES	55.24
					MAINTENANCE SUPPLIES	172.51
					MAINTENANCE SUPPLIES	6.38
						234.13
06/06/2016	1	54472	002267	SECANT TECHNOLOGIES	MONTHLY MANAGEMENT FEE	4,307.50
06/06/2016	1	54473	003454	SECURITY DEVICES INTERNATIONAL, INC	SINGLE SHOT 40 MM LAUNCHER	499.00
06/06/2016	1	54474	002385	SOUTH HAVEN AIRPORT AUTHORITY	QUARTERLY CONTRIBUTION	10,805.43
06/06/2016	1	54475	002386	SOUTH HAVEN AREA CHAMBER	FARMER'S MARKET MANAGEMENT	7,500.00
06/06/2016	1	54476	003132	SOUTH HAVEN HEALTH SYSTEM	PHYSICALS	903.24
06/06/2016	1	54477	002478	STAPLES ADVANTAGE	SUPPLIES	327.03
06/06/2016	1	54478	002599	THAYER INC	ELECTRIC SUPPLIES	34.96
					DPW SUPPLIES	1,123.17
						1,158.13
06/06/2016	1	54479	MISC	THOMAS H MORRISON GROUP LLC	RIGHT OF WAY PERMIT - 111 SOUTH HAVEN ST	300.00
06/06/2016	1	54480	002644	TRACE ANALYTICAL LAB INC	CHEMICAL ANALYSIS	995.00
06/06/2016	1	54481	002665	TREECORE	TREE WORK	18,647.00
06/06/2016	1	54482	003445	UNDERWATER CONSTRUCTION CORP	INTAKE INSPECTION & CLEANING	4,995.00
06/06/2016	1	54483	002728	USA BLUE BOOK	LAB SUPPLIES	334.86
					RAIN JACKET & PANTS	194.69
					LAB SUPPLIES	298.77
					DEGREASER FOR LIFT STATION	643.68
						1,472.00
06/06/2016	1	54484	002882	WMCJTC	LEGAL UPDATE REGISTRATION	25.00
06/06/2016	1	54485	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	TIRES	1,098.89

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount

1 TOTALS:

Total of 62 Disbursements: 233,670.71

City of South Haven

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

MEMORANDUM

To: Brian Dissette

From: Deborah Lull

Date: May 31, 2016

Subject: Change in Employee Contribution Rate for Police Division

The attached MERS benefit change resolution will change the employee contributions for division #02 – Police from 4.5% to 5.0%. The changes are made in accordance with the provisions of the police supervisory and non-supervisory collective bargaining agreements.

The resolution is dated for the June 6, 2016 City Council meeting and has an effective date of July 1, 2016.

Thank you for your attention to this request.

Defined Benefit Plan Adoption Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of South Haven **Municipality #:** 8001

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20___.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- ☐ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 02), the effective date shall be the first day of July, 2016. *Please note:* You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

D. ☐ If this is to **separate employees** *from an existing Defined Benefit division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.

E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Police

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

These employees are (check one or both):

☑ In a collective bargaining unit (attach cover page, retirement section, signature page)

☐ Subject to the same personnel policy

To receive one month of service credit (check one):

☐ An employee shall work 10 _____ hour days.

☐ An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____ , 20____

1. **Review the valuation results**

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☐ Our MERS representative presented and explained the valuation results to the _____ (Board, Finance Cmte, etc.) on _____ (mm/dd/yyyy).

☐ As an authorized representative of this municipality, I _____ (Name) _____ (Title) waive the right for a presentation of the results.

2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

4. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

   ❒ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

   If checked, select one below:

   ❒ Termination Final Average Compensation (calculated over the members entire wage history)

   ❒ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

5. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years

6. Vesting (5 -10 yrs, increments of 1 yr) _____ years

7. Required employee contribution (Max 10%, increments of 0.1%) 5.0_____ %

8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

   ❒ Longevity pay
   ❒ Overtime pay
   ❒ Shift differentials
   ❒ Pay for periods of absence from work by reason of vacation, holiday, and sickness
   ❒ Workers' compensation weekly benefits (if reported and are higher than regular earnings)
   ❒ A member's pre-tax contributions to a plan established under Section 125 of the IRC
   ❒ Transcript fees paid to a court reporter
   ❒ A taxable car allowance
   ❒ Short term or long term disability payments
   ❒ Payments for achievement of established annual (or similar period) performance goals
   ❒ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
   ❒ Lump sum payments attributable to the member's personal service rendered during the FAC period
   ❒ Other: _____
   ❒ Other 2: _____

9. Early Normal Retirement with unreduced benefits

❒ Age 50 with 25 years of service ❒ Age 50 with 30 years of service

❒ Age 55 with 15 years of service ❒ Age 55 with 20 years of service

❒ Age 55 with 25 years of service ❒ Age 55 with 30 years of service

❒ Any age with (20-30 yrs, in 1 yr increments) _____ years of service

❒ _____

10. Other

❒ Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the participant's benefit

❒ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)

❒ DROP + with _____%

11. Cost-of-Living Adjustment

❒ All **current** retirees as of effective date ❒ Retirees who retire **between** ____/01/____ and ____/01/____ (*one time increase only*)	❒ **Future** retirees who retire after effective date
Increase of _____% or $_____ per month	Increase of _____% or $_____ per month
Select one: ❒ Annual automatic increase ❒ One-time increase	❒ Annual automatic increase
Select one: ❒ Compounding ❒ Non-compounding	Select one: ❒ Compounding ❒ Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Defined Benefit Plan, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
(Name of Approving Employer)
the _____ day of _____, 20_____.

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____ , 20_____ Signature: _____
(Authorized MERS Signatory)

City of South Haven

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

MEMORANDUM

To: Brian Dissette

From: Deborah Lull

Date: June 6, 2016

Subject: TPOAM Contract Ratification

The TPOAM unit has ratified its union contract. The current agreements will expire on June 30, 2016. Highlights of the contracts are:

- The term of the contracts will be three (3) years. The current contract is also a three-year agreement.
- Pay rate increases are 2.25% for each year of the contract.
- Full-time employees will be eligible for vision insurance as of July 1, 2016. Employees will pay 20% of the cost of the premium. This is the same benefit granted to non-union employees in March.
- Two new classifications were added to the rate schedule.
    - F1 Water Filtration Plant Operator
    - Lead WWTP Operator

The TPOAM unit includes twenty-eight full-time public works employees, one full-time office worker and three part-time office workers. The overall percentage increase for the agreement is estimated to be 7.25% over the life of the contract, or an average of 2.36% per year for each year of the agreement. The total estimated cost for the three-year TPOAM contract is $7,058,086. Costs will be allocated to the following general ledger funds: General fund – 18% - $1,270,455; Major/Local Street funds – 3% - $211,743; Electric fund – 37% - $2,611,492; Water fund – 17% - $1,199,875; Sewer fund – 22% - $1,552,779; Motor Pool fund – 3% - $211,743.

AGREEMENT

between

CITY OF SOUTH HAVEN

and

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)

July 1, 2016 through June 30, 2019

Table of Contents

AGREEMENT 1
PURPOSE AND INTENT 1
RECOGNITION 1
Section 1.1 Collective Bargaining-Unit. 1
Section 1.2 Definitions. 1
Section 1.3 Part-Time and Irregular Employees. 2
Section 1.4 Temporary Funded Employees. 2
MANAGEMENT RIGHTS 2
Section 2.1 Rights. 2
Section 2.2 Rules and Regulations. 3
Section 2.3 Disciplinary Action. 3
Section 2.4 Loss of CDL license. 3
Section 2.5 Subcontracting. 3
Section 2.6 Personnel Files. 3
UNION REPRESENTATION 4
Section 3.1 Representation. 4
Section 3.2 Reporting. 4
Section 3.3 Access. 4
Section 3.4 Special Conferences. 5
GRIEVANCE AND ARBITRATION PROCEDURE 5
Section 4.1 Definition of Grievance. 5
Section 4.2 Grievance Procedure. 5
Section 4.3 Grievance Settlements. 6
Section 4.4 Grievance Form. 6
Section 4.5 Time Limitation. 6
Section 4.6 Time Computation. 6
Section 4.7 Arbitration Request. 6
Section 4.8 Selection of Arbitrator. 7
Section 4.9 Arbitrator's Jurisdiction. 7
Section 4.10 Lost Time. 7
Section 4.11 Veterans' Preference Claims. 7
SENIORITY 8
Section 5.1 Definition of Seniority. 8
Section 5.2 Probationary Period. 8
Section 5.3 Seniority List. 8
Section 5.4 Loss of Seniority. 8
Section 5.5 Seniority While on Leave of Absence. 9
Section 5.6 Seniority After Promotion to Non-bargaining Unit Position. 9
Section 5.7 Seniority While On Temporary Transfer Outside of the Bargaining Unit. 9
Section 5.8 Super-seniority. 9
LAYOFF AND RECALL 10

Section 6.1 Layoff. 10
Section 6.2 Displacement Rights. 10
Section 6.3 Recall. 10
Section 6.4 Recall Procedure. 10
Section 6.5 Address and Telephone Numbers. 11
JOB TRANSFERS 11
Section 7.1 Permanent Job Transfers. 11
Section 7.2 Temporary Transfers. 12
NO STRIKE - NO LOCKOUT 12
Section 8.1 Continued Work Pledge. 12
Section 8.2 Violation of Continued Work Pledge. 12
Section 8.3 Further Sanctions. 12
Section 8.4 Affirmative Action. 13
Section 8.5 No Lockout. 13
LEAVES OF ABSENCE 13
Section 9.1 Purpose of Leaves. 13
Section 9.2. Paid Sick Leave. 13
Section 9.2 (a) Paid Sick Leave. 13
Section 9.2 (b) - Option 2 – Paid Time Off 15
Section 9.3 Disability Leave. 16
Section 9.4 Unpaid Personal Leave. 16
Section 9.5 Paid Personal Leave. 17
Section 9.6 Bereavement Leave. 17
Section 9.7 Jury Duty Leave. 17
Section 9.9 Workers' Compensation Leave. 18
HOURS OF EMPLOYMENT AND OVERTIME 18
Section 10.1 Workweek. 18
Section 10.2 Overtime. 18
Section 10.3 Compensatory Time. 19
Section 10.4 Overtime Premium Pay. 19
Section 10.5 Holiday Premium Pay. 19
Section 10.6 Call-in Pay. 20
Section 10.7 Early Work Pay. 20
Section 10.8 Stand-By Pay. 20
Section 10.9 Duplicate Premium Pay. 20
HOLIDAYS 20
Section 11.1 Recognized Holidays. 20
Section 11.2 Holiday Eligibility. 21
Section 11.3 Holiday Celebration. 21
Section 11.4 Holiday Pay. 21
Section 11.5 Holiday During Vacation. 22
VACATION 22
Section 12.1 Vacation Entitlement. 22
Section 12.2 Vacation Eligibility. 22
Section 12.3 Vacation Scheduling. 22
Section 12.4 Vacation Pay. 23

Section 12.5 Benefits on Termination. 23
INSURANCE..... 23
Section 13.1 Payment of Hospitalization,Dental and Vision Insurance Premiums. 23
Section 13.2 Payment of Hospitalization,Dental and Vision Insurance Premiums 24
Section 13.3 Term Life Insurance. 24
Section 13.4 Sickness and Accident Insurance. 24
Section 13.5 Insurance Carrier. 24
Section 13.6 Obligation to Continue Payments. 24
Section 13.7 Retiree Insurance Coverage. 25
Section 13.8 Duplication of Benefits. 26
WAGES AND CLASSIFICATIONS 26
Section 14.1 Wages and Classifications. 26
Section 14.2 Licensing Incentive. 26
Section 14.3 Job Descriptions 26
Section 14.4 Pension. 26
Section 14.5 Pension Contribution. 27
MISCELLANEOUS 27
Section 15.1 Bulletin Boards. 27
Section 15.2 Pay Periods 27
Section 15.3 Gender. 27
Section 15.4 Health and Safety. 27
Section 15.5 Coffee Break. 27
Section 15.6 Uniforms. 28
Section 15.7 Drug Testing. 28
Section 15.8 Waiver. 28
Section 15.9 Reasonable Accommodation. 28
Section 15.10 Term of Agreement. 28
Section 15.11 Safe Work Environment. 29
Section 15.12 Mailing of Notification. 29
Appendix A – Pay Rates 1st Year i
Appendix A – Pay Rates 2nd Year ii
Appendix A – Pay Rates 3rd Year iii
APPENDIX B – Health, Dental and Vision Insurance iv
Substance Abuse Amnesty Program v
Return to Work Contract vii
Electrical Apprenticeship Training Program viii
Letter of Understanding Regarding Union Dues Collection x
Letter of Understanding Regarding Performance Evaluations xii
Letter of Understanding Regarding Subcontracting xiv
Letter of Understanding Regarding Electric Utility Shut-off Consultant xv

AGREEMENT

THIS AGREEMENT, made and entered into as of this first day of July, 2016, by and between the CITY OF SOUTH HAVEN, hereinafter called the "City", and the Technical, Professional and Office Workers Association of Michigan (TPOAM), together hereinafter called the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Union.

RECOGNITION

Section 1.1 Collective Bargaining-Unit.

The City hereby agrees to recognize the Technical, Professional and Office Workers Association of Michigan (TPOAM) as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for all the employees employed by the City in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular part-time and full-time employees of the City of South Haven, BUT EXCLUDING all department heads, administrative, executive and professional employees, fire department employees, police department employees, temporary, seasonal and irregular part-time employees, confidential employees and all supervisors.

Section 1.2 Definitions.

For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee. A full-time employee is an employee whose normal schedule of work usually consists of forty (40) hours per week on a continuous basis.

Regular Part-Time Employee. A regular part-time employee is an employee working in a job classified by the City as permanent whose normal schedule of work usually consists of less than forty (40) hours per week on a continuous basis, but generally more than twenty (20) hours per week on a continuous basis.

Irregular Employee. An irregular employee is an employee not included within the above

definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal or an individual working under contract.

Section 1.3 Part-Time and Irregular Employees.

The City reserves the right to hire and utilize regular part-time employees, irregular employees and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement, but shall not be utilized so as to cause any employee to be laid off or lose time from their regularly scheduled hours. The City agrees that seasonal employees may not work more than 1,500 hours in a given calendar year. Upon request, the City will provide to the Union a listing of seasonal employees and their hours worked.

Section 1.4 Temporary Funded Employees.

All full-time or regular part-time employees who are employed by the City under a State or Federal Program or Grant, like C.E.T.A., etc. shall be included within the bargaining unit but notwithstanding any other provision of this Agreement to the contrary, their employment shall be terminated upon the discontinuance or curtailment of such State or Federal Program or the City's nonparticipation therein. If the City continues the employment of such employee after discontinuance, curtailment or non-participation, then such employee's seniority shall include all continuous service with the employer under such temporary State or Federal program.

MANAGEMENT RIGHTS

Section 2.1 Rights.

Except as in this Agreement otherwise specifically and expressly provided, the City retains the sole and exclusive right to manage and operate the City in all its operations and activities. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the rights of the City are those provided by statute or law, and by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off, and recall personnel; to establish reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Except as otherwise specified and expressly provided, the City reserves and retains all inherent rights to manage the affairs of the City.

Section 2.2 Rules and Regulations.
The Employer reserves the right to establish reasonable work rules and regulations not inconsistent with this Agreement. Upon the establishment of a new or revised work rule or regulation, a copy shall be furnished to the Union Steward. The Union shall have ten (10) days after receipt to file a grievance concerning the reasonableness of such work rule or regulation.

Section 2.3 Disciplinary Action.
Except as otherwise provided in this Agreement, discipline or discharge shall be for just cause. The City and the Union subscribe to the basic principles of progressive discipline; however, the City may summarily impose discipline up to and including discharge in severe cases. Grievances concerning suspension or discharge shall be submitted in writing to the City at Step 3 of the Grievance Procedure within three (3) calendar days following issuance of notification of the disciplinary action. The employee shall be promptly advised in writing of the charges that resulted in the suspension or discharge. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the department and the City will make available an area where he may do so before he is required to leave the property of the City. In imposing any discipline on a current charge, the Employer may consider the employee's past record, not to exceed three (3) years prior to the date of the current infraction.

Section 2.4 Loss of CDL license.
An employee in a position that requires a CDL license shall notify the City in the event the CDL license is lost. An employee who has lost their CDL license shall receive a suspension of 30 days without pay and have 30 days to get the license reinstated for a first time offense. The second offense is subject to discharge.

Section 2.5 Subcontracting.
In the event that the City determines the need to subcontract work performed by bargaining unit members, the City shall provide the Union with at least thirty (30) days advance notice and will hold a special conference with the Union to discuss the impact of this decision prior to the implementation of any subcontracting decision.

Section 2.6 Personnel Files.
The Employer shall maintain a personnel file for each employee. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. Employees will be required to sign any material of a disciplinary nature that is to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time mutually agreeable to the employee and the Employer, and will be conducted in the presence of their immediate supervisor or designated representative. In the event there is disagreement over the content of any material in an employee's personnel file, the

employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

UNION REPRESENTATION

Section 3.1 Representation.
The City agrees to recognize one (1) steward selected or elected from employees in the department or areas for which they shall serve as indicated herein. The City also shall recognize one (1) alternate who shall serve in the absence of the regular steward. One of the four (4) stewards shall also serve as a chief steward who shall receive official communications from the City. Stewards shall have the responsibility to process grievances in accordance with the grievance procedure established in this Agreement. Stewards as a committee shall serve as a collective bargaining committee to meet with the City for the purposes of negotiating modifications to this Agreement. Recognition shall be granted upon written notification from the Union.

Area of Responsibility	No. of Stewards
Water and Wastewater Dept.	1
Clerical	1
Street and Water Distribution Depts	1
Electric Department	1

Section 3.2 Reporting.
When it is necessary for a steward to be relieved from duty for the purpose of processing a grievance or to meet with representatives of the City, the steward shall obtain permission from his immediate supervisor and shall report back to his immediate supervisor when returning to work. If it is impractical for the steward to be relieved when requested, he shall be relieved as early as it is reasonably possible. Emergency services shall take precedence over grievance administration.

Section 3.3 Access.
Authorized representatives of the Union shall be permitted to visit the operations of the City for purposes of contract administration. The Union agrees that such Union representatives shall first announce themselves to the City Manager or his designee and further agrees that such visits shall not unduly interfere with the operations of the City and the work being performed by its employees.

Section 3.4 Special Conferences.

(a) Special conferences for important matters may be arranged between the Union and the City or its designated representative upon mutual agreement by both parties. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreed upon by both parties.

(b) The Union representatives may meet at a place designated by the City on the City's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the City for which a written request has been made.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1 Definition of Grievance.

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Section 4.2 Grievance Procedure.

All grievances shall be handled in the following manner:

STEP 1. INFORMAL. An employee with a complaint shall notify his immediate supervisor (Group Manager where there is no immediate supervisor) within three (3) working days after the occurrence of the events giving rise to the complaint or his first knowledge thereof. The complaint shall be discussed informally between the employee and his immediate supervisor. At the request of the employee, the area steward shall also be present. Every effort shall be made to settle the complaint in this manner.

FORMAL. If the complaint is not settled informally, the complaint shall be reduced to a formal grievance by completing a grievance form listing the section of the Agreement allegedly violated and signed by the grievant. It shall be submitted to the immediate supervisor promptly but not later than five (5) working days after the occurrence of the events giving rise to the complaint or his first knowledge thereof. The immediate supervisor shall place his written answer on the grievance form and return it to the grievant within five (5) working days after its receipt.

STEP 2. If the disposition of the immediate supervisor is not satisfactory, the grievance may be appealed to the Group Manager (or the City Manager if the Group Manager is the immediate supervisor), by submitting the written grievance to him within five (5) working days following written receipt of the immediate supervisor's answer in Step 1. Within ten (10) working days after receipt of the grievance, the Group Manager, steward (and the Chief Steward if the grievance is before the City Manager) shall meet to discuss the grievance. (The City Manager may designate a representative and the Union may have a

staff representative or Business Agent present if the grievance is before the City Manager.) The Group Manager shall place his disposition on the grievance form and return it to the steward within ten (10) working days following the meeting.

STEP 3. If the disposition of the Group Manager is not satisfactory, the grievance may be appealed to the City Manager by submitting the written grievance to him within five (5) working days following receipt of the Group Manager's written disposition. Upon appeal to the City Manager, the grievance shall be processed in the same manner and time as provided in Step 2. The City Manager shall place his disposition on the grievance form and return it to the Chief Steward within ten (10) working days following the meeting. If the grievance is not satisfactorily resolved and if arbitrable, it may be submitted to arbitration by the TPOAM Grievance Panel in accordance with the procedures established in this Agreement.

Section 4.3 Grievance Settlements.
All grievance settlements shall be reduced to writing and approved by the City Manager before they shall become final.

Section 4.4 Grievance Form.
The grievance form shall be mutually agreed upon.

Section 4.5 Time Limitation.
The time limits established in the grievance and arbitration procedure shall be followed by the parties hereto. If the time limitation procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement; provided it is reduced to writing and the period of extension is specified.

Section 4.6 Time Computation.
Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

Section 4.7 Arbitration Request.
The TPOAM Grievance Panel may request arbitration of any unresolved grievance which is arbitrable by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within twenty (20) working days following receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the TPOAM Grievance Panel may request arbitration by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the TPOAM Grievance Panel does not request arbitration in the matter or within the

time limits established herein, the grievance shall be considered settled on the basis of the last written disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 4.8 Selection of Arbitrator.

If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the City, Union and employees, provided however, each party reserves the right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. The fees and expenses of the arbitrator shall be paid equally by the Union and the City.

Section 4.9 Arbitrator's Jurisdiction.

The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. As generalized in the Management Rights clause hereunder, the parties acknowledge that the City retains all rights not otherwise abrogated under the express terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning only the express provisions of this Agreement. Any awards of the arbitrator shall be retroactive no earlier than the date the grievance was first submitted and shall be final and binding.

Section 4.10 Lost Time.

Employees shall be compensated at their regular rate of pay for all time lost from their regular straight time schedule due to the processing of grievances in accordance with the grievance procedure established herein or for meetings with the City. The Union agrees that this privilege shall not be abused. If an employee is abusing this privilege, the City reserves the right to deduct the time lost from work, provided however, that such deduction shall not occur until the City first notifies the Union of the abuse and the abuse is not corrected promptly.

Section 4.11 Veterans' Preference Claims.

Any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a

subject of any Arbitration proceeding.

SENIORITY

Section 5.1 Definition of Seniority.
Seniority shall be defined as the length of the employee's continuous service with the City since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which they commenced work for the City in a position within the bargaining unit covered by this Agreement. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who complete their probationary period on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 5.2 Probationary Period.
All employees shall be considered to be on probation for the first nine (9) months of employment by the City in a position with the bargaining unit covered by this Agreement. Until an employee has completed the probationary period, they may be disciplined, terminated or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement. The probationary period may be extended by the City for up to an additional three (3) months with the prior written consent of the Union.

Section 5.3 Seniority List.
The seniority list on the date of this Agreement will show the names, job titles and department of all employees of the unit entitled to seniority. The City will keep the seniority list up to date from time to time and will provide the Local Union Membership with up-to-date copies at least once a year.

Section 5.4 Loss of Seniority.
An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

(a) If the employee quits or retires;

(b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement;

(c) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the City;

(d) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the City;

(e) If the employee is on layoff status for a period of eighteen (18) consecutive months or the length of his seniority, whichever is lesser;

(f) If the employee is on a disability leave for a period of twelve (12) consecutive months or on a workers' compensation leave of absence for a period of eighteen (18) consecutive months or the length of the employee's seniority at the time of the disability or workers, compensation leave, whichever is lesser.

(g) If the employee makes an intentionally false and material statement on his employment application or on an application for a leave of absence;

(h) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the City.

(i) If the employee works for any other employer while on an authorized leave of absence.

Section 5.5 Seniority While on Leave of Absence.
Employees on City-approved paid leaves of absence shall continue to accrue seniority during the period of their leave of absence. Employees on City-approved unpaid leaves of absence shall continue to accumulate seniority for a period of up to thirty (30) days. Employees on City-approved unpaid leaves longer than thirty (30) days shall retain their seniority, but shall not accumulate any additional seniority during the remainder of their leave of absence. The provisions of this Section do not apply to a military training or emergency duty leave of absence or to a worker's compensation leave of absence.

Section 5.6 Seniority After Promotion to Non-bargaining Unit Position.
An employee who is promoted to a non-bargaining unit position shall retain all accrued seniority and shall continue to accumulate seniority for a period of one (1) year. During this one (1) year period, an employee who voluntarily requests a demotion or is demoted or laid-off by the City shall be returned to their former position. An employee who is promoted to a non-bargaining unit position shall retain all accrued seniority, but shall accumulate no further seniority after the end of this one (1) year period. In the event that the City determines to return to the bargaining unit an employee who has been promoted to a non-bargaining unit position after the end of the one (1) year period, the employee's seniority shall recommence as of the date the employee returns to the bargaining unit, but such employee shall not be returned to the bargaining unit unless a position within the bargaining unit for which they are qualified is currently vacant.

Section 5.7 Seniority While On Temporary Transfer Outside of the Bargaining Unit.
An employee who is temporarily transferred by the City to a non-bargaining unit position within the City shall continue to accumulate seniority during the entire period of the temporary transfer.

Section 5.8 Super-seniority.
The duly elected stewards in each department shall be considered as being the most senior member of their respective departments for purposes of the layoff procedure of this Agreement; provided,

however, that any steward who exercises displacement rights outside of the department they are elected to represent shall do so based upon their actual seniority.

LAYOFF AND RECALL

Section 6.1 Layoff.
When it is determined by the City that the workforce in a department or departments is to be reduced, the City shall layoff all part-time and irregular employees in the department concerned before any full-time employee is laid off. The next employee or employees to be laid off shall be full-time employees from the affected classification by inverse order of seniority, provided that the senior employee has the necessary experience, training, ability and qualifications to perform the remaining required work. The City shall not utilize any part-time or irregular employees in any department while a full-time employee with seniority is on layoff from that department. For the purpose of this section, the Streets, Parks, Cemetery and Water/Sewer Distribution Departments shall be considered to be one department.

Section 6.2 Displacement Rights.
An employee with seniority who is to be laid off pursuant to Section 7.1 may displace the least senior employee in another job classification as long as the employee has greater seniority than the displaced employee and presently has the necessary ability, skill, qualification and licenses or certification to perform the work in the other job classification in an effective and efficient manner. An employee desiring to exercise displacement rights must do so within three (3) work days of notification of their layoff and may only exercise displacement rights in another department if there is no position within their present department to which they have displacement rights or if the position in another department pays a higher rate than a position within their present department. The City reserves the right to layoff an employee who displaces another employee pursuant to this section if the City determines that the employee is unable to perform the work in the new classification in an effective and efficient manner within ten (10) working days after the employee commences work in the new job classification. In the event that the City disqualifies an employee exercising displacement rights, a special conference shall be held upon the request of the Union, but the City's disqualification decision shall not be arbitrable.

Section 6.3 Recall.
When it is determined by the City to increase the work force in a job classification after a layoff, employees with seniority previously laid off from that classification will be recalled in inverse order of layoff, provided, the employee has the experience, training and skill to perform the required work.

Section 6.4 Recall Procedure.
When employees are to be recalled from indefinite layoff, the following procedures shall be followed:

(a) The City may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the

City determines not to use telephone contact, the City shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the City of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the City.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the City.

Section 6.5 Address and Telephone Numbers.
It shall be the responsibility of each employee to notify the City, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the City's records shall be conclusive.

JOB TRANSFERS

Section 7.1 Permanent Job Transfers.
A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive calendar days. The City shall determine in its sole discretion whether a permanent job or vacancy exists and whether it is to be filled. When the City determines to fill a permanent job or vacancy in the bargaining unit, notification of the vacancy shall be placed on a bulletin board for a period of five (5) working days. For purposes of this Section only, the five (5) working day requirement will be satisfied if the notice is posted prior to 12:00 Noon on the first workday and remains posted for four (4) successive workdays. Employees wishing to be considered for the permanent job or vacancy shall make application to the City Manager. The City will evaluate the qualifications of bargaining unit employees who apply for the position as well as the qualifications of those individuals not in the bargaining unit who apply for the position before selecting the individual, if any, who shall be hired or transferred to fill the permanent job or vacancy. The City may require an applicant to take a written employment test, the results of which may be considered when filling the vacancy. In the event that the City determines that the qualification of applicants who meet the minimum qualifications for the permanent job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position; provided, however, that preference shall be given first to applicants from within the department in which the vacancy exists.

Employees who are transferred to fill a permanent job or vacancy under this Section shall be required to serve a probationary period of up to three (3) calendar months in their new position to determine that they have the ability and skill to perform all the requirements of the position. At any time during this probationary period, the City, in its discretion, may disqualify an employee and remove the employee from the new classification. An employee disqualified from any new classification by the City shall be returned to their former position.

Temporary jobs or vacancies, including vacancies occasioned by leaves of absence or vacations shall not be posted for bid under this section.

Section 7.2 Temporary Transfers.
The City reserves the right to temporarily transfer an employee to assist in the required work of the City. An employee so transferred shall continue to receive his regular rate of pay, provided however, if the employee works in the transferred classification for more than eight (8) consecutive hours, he shall receive pay at the step on the higher rate which provides an increase in pay commencing with the start of that day and continuing as long as he continues to work continuously in the transferred classification.

NO STRIKE - NO LOCKOUT

Section 8.1 Continued Work Pledge.
The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the City's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited, to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the City's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the City.

Section 8.2 Violation of Continued Work Pledge.
Any employee who violates the Continued Work Pledge of Section 9.1 shall be subject to discipline by the City, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 9.1. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 9.1 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 9.1.

Section 8.3 Further Sanctions.
If Section 9.1 of this Agreement is violated, the City shall have the right, in addition to any action

taken pursuant to Section 9.2, to any other legal remedies the City may possess, including injunctive relief.

Section 8.4 Affirmative Action.
In the event of a work stoppage or other curtailment or interference of work, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged, and instruct all such persons to immediately cease the offending conduct. The City shall not be required to negotiate on the merits of the dispute which gave rise to the work stoppage or curtailment or interference with work until all such actions have ceased.

Section 8.5 No Lockout.
The City agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slow-down or other interference by employees of another City, such inability to work shall not be declared a lockout, or a slow-down, or stoppage of work by the employees of the Union.

LEAVES OF ABSENCE

Section 9.1 Purpose of Leaves.
It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall be grounds for discipline, up to and including discharge, for an employee to seek or engage in outside employment while on a leave of absence, or to falsify the reason for a leave of absence. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 9.2. Paid Sick Leave.
Each current, full-time Employee of the City, as of July 1, 2004, will have an option to choose one of the following two (2) plans for the benefit of sick time, paid time off and/or short-term disability. Option 1: Keep the existing sick leave bank as explained in Section 10.2 (a). Option 2: Change to a new paid time off system and convert the existing sick leave bank as explained in Section 10.2 (b). All new full-time employees hired after July 1, 2004 will be required to utilize the paid time off system and begin with a bank of zero hours.

Section 9.2 (a) Paid Sick Leave.
Full-time employees covered by this agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave for full-time employees will be earned at a rate of eight (8) hours for each month of active service with the City, and for regular part-time employees shall equal a pro rata amount of eight (8) hours based upon the ratio of the employee's number of regularly scheduled hours in a week to forty (40) For purposes of this section, an employee has a

complete month of active service when they work or receive pay for at least fifteen (15) days during any calendar month, unless an employee has received a disciplinary suspension of three (3) or more days during that calendar month, in which case the employee must work or receive pay for at least eighteen (18) days during that calendar month.

(b) Sick leave may be taken in increments of one (1) complete hour. The employee's sick leave accumulation shall be reduced by one (1) hour for each hour of sick leave taken; provided, however, that in instances when an employee is injured while on duty no time shall be deducted from such leave accumulation for that day.

(c) Employees who have completed their probationary period may utilize accrued paid sick leave when it is established to the City's satisfaction that an employee is incapacitated due to illness or injury. Employees may also utilize up to a maximum of forty eight (48) hours of accrued sick leave each contract year in the event of illness or injury to a member of employee's s immediate family that necessitates the presence of the employee at home, subject to the same verification procedures for personal illness or injury; provided, however, that the City may, in its sole discretion, allow an employee to utilize up to one hundred forty-four (144) hours days of accrued sick leave under extreme circumstances. For purposes of this section, a member of the employee's immediate family shall include the employee's spouse, children, and parents if residing with the employee.

(d) If an employee remains off work due to injury or illness for three days or more, the employee shall provide a doctor's certification to his/her immediate supervisor verifying the illness or injury. The employee shall provide a doctor's release to his/her immediate supervisor prior to returning to work after an illness or injury of three days or more. Falsification of the physician's certificate shall constitute just cause for discipline, up to and including discharge. The employee will be required to complete and have their doctor complete a portion of a disability form in order to qualify for benefits. The employee is responsible for obtaining the form from the City payroll and benefits administrator.

(e) Unused paid sick leave days may accumulate up to a maximum of four hundred eighty (480) hours, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used; provided, however, that employees hired prior to July 1, 1983 shall be permitted to accumulate a maximum of six hundred (600) hours over their sick leave balance as of July 1, 1983.

(f) Sick leave is a benefit for employees to be used in case of illness or injury. It is not a benefit to be converted into wages. Employees whose employment status with the Employer ends other than by death or retirement shall not be paid for accrued but unused sick leave benefits. On written notice of intent to retire under the Municipal Retirement System at a specified date, the employee may use accumulated sick leave benefits to the extent of fifty percent (50%) of the accumulated sick leave at the dollar value computed on an annual basis after July 1, 1964. Accumulated sick leave credited to the employee's account prior to June 30 of 1964 will be credited to his account at 100% of the value of such accumulated sick leave computed at the rate

of pay in effect as of June 30, 1964. However, upon filing such letter of intent to retire, said employee will not be entitled to reemployment by the City, at the expiration of such accumulated sick leave. In the event of an employee's death, accumulated sick leave will be paid to his estate in the same manner as specified in this section. Payment for the period of sick leave used as herein provided may be paid to the employee at the time and in the manner as if he were working and shall constitute a part of the regular City payroll.

(g) Paid sick leave may be utilized during periods covered by sickness and accident insurance payments or when an employee is receiving voluntary worker's compensation payments from the City to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

Section 9.2 (b) - Option 2 – Paid Time Off

To provide first day coverage for sickness, each full-time employee will receive 60 hours of paid time off each December 1. Paid time off days may also be used for personal time off in accordance with paid vacation leave. Employees will be eligible to accumulate 320 hours of paid time off. An employee will be paid time off days in excess of 320 hours that exist at November 30 at the employee's current rate of pay. In addition, an employee may elect to be paid out for any accumulated hours that exist at November 30.

Employees with existing accumulated sick leave days will convert their accumulated sick leave days to paid time off days at a rate of 2 to 1, respectively. Any amount in excess of the 320 hours at the time of conversion will be compensated for at a 2 to 1 ratio in the month of January in the year following conversion.

Paid time off may be used as: 1) Vacation time; 2) For illness or injury of employee; 3) For illness or injury of the employee's immediate family member; 4) To avoid jeopardizing the health of other City employees or the public; or 5) Approved extension of paid bereavement leave. Paid time off may be taken in 15-minute increments.

An employee will be required to notify his/her immediate supervisor of his/her absence prior to the start of his/her work shift, unless physically unable to do so. The employee shall keep his/her immediate supervisor informed of his/her illness or injury and anticipated day of return, unless he/she is physically unable to do so. The employee will be required to follow all the reporting requirements necessary for short-term disability claims.

If an employee remains off work due to injury or illness for three days or more, the employee shall provide a doctor's certification to his/her immediate supervisor verifying the illness or injury. The employee shall provide a doctor's release to his/her immediate supervisor prior to returning to work after an illness or injury of three days or more. Falsification of the physician's certificate shall constitute just cause for discipline, up to and including discharge. The employee will be required to complete and have their doctor complete a portion of a disability form in order to qualify for benefits. The employee is responsible for obtaining the form from the City Payroll and Benefits Administrator.

The short-term disability policy utilized by the City will be available for employees meeting the requirements of the plan. This plan is designed to assist employees in receiving paid benefits during time off due to injury or illness for time off in excess of seven days (immediate for injuries caused by an accidental injury). Benefits under this plan are 66.67% of the weekly pay based on a 40-hour week at the current rate of pay. The employee may utilize paid time off, compensatory time or vacation time to make their check whole during the seven day waiting period and/or to cover the 33.33% of the wages not covered by short-term disability.

Employees hired during the previous year will receive a prorated number of paid time off days on January 1 based on the hours worked compared with a 2,080 hour year, excluding any overtime hours. For employees hired after November 1 of the previous year, the prorated days will be awarded after completing 60 days of continuous employment.

Section 9.3 Disability Leave.

An unpaid leave of absence for injury, illness, pregnancy or other disability for a period of not more than six (6) months will be granted to employees with seniority upon written application, subject to the City's right to require medical proof. An extension of this leave may be granted by the City, in its sole discretion, upon written application; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination at its cost, and, if appropriate, require the employee to take a leave of absence under this Section; provided, however, that no such disability leave without pay shall be imposed prior to having a special conference with the union. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's s certificate recommending that the employee continue at work and in all cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the City's satisfaction that the employee is physically and mentally able to perform the employee's job.

Section 9.4 Unpaid Personal Leave.

The City may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the Employee's Department Head. All requests shall state the reason for the leave and must signed by the employee. An extension of personal leave of absence may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

Section 9.5 Paid Personal Leave.
Employees who have completed their probationary period may utilize up to three (3) days of accrued sick leave as paid personal leave days each calendar year. Paid personal leave days may not be taken in increments of less than one-half (1/2) complete day and must be scheduled at least forty-eight (48) hours in advance with the employee's Department Head; provided however that in no event will personal days be allowed to be taken on consecutive working days.

Section 9.6 Bereavement Leave.
In the event that a death occurs in an employee's immediate family, an employee shall be granted three (3) consecutive days of leave in order to enable the employee to attend the funeral and attend to family matters. "Immediate family" shall mean the employee's spouse, children, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Employees who lose work from their regularly scheduled hours while on such leave shall receive pay at their regular rate for all time lost for up to eight (8) hours per day. No bereavement leave will be paid for any day on which a holiday falls, but the paid holiday shall be construed as a paid day in lieu of one of the three (3) bereavement leave days referred to herein. No bereavement leave will be paid to any employee while on leave of absence or layoff. In the event that a funeral of a member of the employee's s immediate family shall take place outside of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, charged to the employee's accrued sick leave.

Section 9.7 Jury Duty Leave.
Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of thirty (30) days per year that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for eight (8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the City, an employee must:

(a) Be a full-time employee;

(b) Give the City reasonable advanced notice of the time that the employee is required to report for jury duty;

(c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

(d) Return to work promptly after he is excused from jury duty service.

Section 9.8 Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. Seniority shall accumulate during a

military training or emergency duty leave of absence, the provisions of Section 6.5 notwithstanding. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 9.9 Workers' Compensation Leave.
Upon written application, a leave of absence for a period of not more than eighteen (18) months will be granted to employees with seniority who are unable to continue to work at the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. Extension of the leave may be granted by the City, in its sole discretion, upon written application. During the period of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and supplemented payments in accordance with Section 9.2, and shall continue to receive all insurance benefits. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work with the City. In the event that the City determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. An employee on a worker's compensation leave of absence shall continue to accrue seniority, the provisions of Section 6.5 notwithstanding.

HOURS OF EMPLOYMENT AND OVERTIME

Section 10.1 Workweek.
Excluding seven (7) day operations, such as Water and Wastewater Treatment (for example), the regular workweek shall be five (5) consecutive days Monday through Friday. The regular work hours of all City employees shall be determined by each department head and the City Manager. Nothing contained herein shall be construed to constitute or guarantee of any particular number of hours or pay per day or days of work per week. In the event that the City determines to permanently change the regular workweek or regular work hours, at least fourteen (14) days' advance notice of the change will be given to the Union. For purposes of this section, a permanent change is one expected to be in effect more than fourteen (14) days.

(a) 24-Hour Schedule. The City agrees to negotiate shift schedules if the City decides to implement a 24-hour schedule in the Water Filtration Plant.

(b) Summer Work Schedule. The City shall implement a summer work schedule for DPW employees from the first Monday after Daylight Savings Time changes on or near April to October 1st. The summer work hours for DPW employees shall be from 7:00 a.m. to 3:30 p.m.

Section 10.2 Overtime.
Employees will be expected to work reasonable overtime upon request by the City. Employees not on standby will be assigned overtime in accordance with the following:

(a) Scheduled Overtime. Scheduled overtime shall mean all work to be

performed outside of a department's regularly scheduled hours, the necessity of which is known to the City at least twenty-four (24) hours in advance. The City shall offer scheduled overtime to volunteers from the classification concerned in accordance with their seniority. In the event that there are no volunteers for any scheduled overtime, then the City will assign the scheduled overtime to the least senior employees in the classification concerned.

(b) Non-Scheduled Overtime. Non-scheduled overtime shall mean all work to be performed outside of a department's regularly scheduled hours, the necessity of which is known to the City less than twenty-four (24) hours in advance. The City will assign non-scheduled overtime to employees in the classification concerned on a rotating basis, or may assign the non-scheduled overtime to volunteers by seniority; provided, however, that the City reserves the right in all cases where work precedes the start of or extends beyond the end of an employee's regularly scheduled shift to assign the non-scheduled overtime to the employee performing that work during the regularly scheduled shift, the provisions of this subsection notwithstanding. For purposes of this subsection, rotating basis shall mean selecting employees for overtime assignment in accordance with the order of least non-voluntary overtime worked in the calendar quarter.

The City reserves the right to require an employee to perform non-voluntary overtime in instances where the employee scheduled to receive non-voluntary overtime is unavailable or in instances where the City determines that an employee's particular skills and/or training are necessary to perform the non-voluntary overtime, the provisions of the foregoing notwithstanding.

Section 10.3 Compensatory Time.

Employees who are required to work more than forty (40) hours per week or hours beyond a normally scheduled work day may elect to receive compensatory time in lieu of receiving pay for the hours worked. The compensatory time shall be credited at the rate of one and one-half (1-1/2) hours for every hour worked in excess of the applicable standard in any workweek or work period.

The scheduling of compensatory time off shall be arranged in advance by the employee with their supervisor. A request for use of compensatory time may be denied, or canceled if it would unduly disrupt the City's operations.

Compensatory time off may be accumulated to a maximum of one hundred (100) hours. The City will allow a payout of accumulated compensatory time two times per year, with the first pay periods in June and December. The payout will be included as part of a regular payroll run.

Section 10.4 Overtime Premium Pay.

Employees shall be paid one and one-half (1-1/2) times their straight time regular hourly rate of pay for all hours worked in excess of eight (8) hours per day. Employees shall be paid one and one-half (1-1/2) times their straight time regular hourly rate of pay for all hours worked in excess of forty (40) hours in one (1) workweek as long as the City is required to do so by state statutes.

Section 10.5 Holiday Premium Pay.

Employees shall be paid two (2) times their straight time regular rate of pay for all hours worked

on holidays recognized under this Agreement.

Section 10.6 Call-in Pay.
Employees who are called in to work at times other than their regularly scheduled shift, with the exception of recognized holidays, shall be paid two (2) hours at a time and one half (1-1/2) their regular straight time rate or for the time actually worked at the appropriate rate, whichever is greater.

Employees who are called to work on a recognized holiday, shall be paid two (2) hours at two (2) times their regular straight time rate or for the time actually worked at the appropriate rate, whichever is greater.

The provisions of this section do not apply in instances where the employee is called in to work prior to the start of the regularly scheduled shift and continue to work through the start of their regularly scheduled shift.

Section 10.7 Early Work Pay.
Employees who are called in to work more than two hours prior to the start of their regularly scheduled shift and who continue to work through the start of their regularly scheduled shift shall be paid for all hours worked at the appropriate rate, but shall be guaranteed at least ten (10) hours pay at their regular straight time rate of pay. The guarantee provision of this section shall not apply to an individual who is released from work by the City after the completion of eight (8) hours of work at the individual's request.

Section 10.8 Stand-By Pay.
The City reserves the right to require employees to standby for calls during evenings and weekends. Employees required to standby for a full week from Monday afternoon through Monday morning shall be paid sixteen (16) hours of pay at their straight time regular rate, and employees required to standby for a weekend from Friday afternoon through Monday morning shall be paid eight (8) hours of pay at their straight time regular rate. In the event that an employee on standby receives two or more call-ins during a two-hour period, the call-ins shall be considered to be one call-in for purposes of Section 11.5. Call-in Pay.

Section 10.9 Duplicate Premium Pay.
There shall be no pyramiding or duplication of Overtime Premium Pay, Holiday Premium Pay, Call-in Pay, Standby Pay or Early Work Pay.

HOLIDAYS

Section 11.1 Recognized Holidays.
The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In addition, full-time employees are granted 4.5 "floating' holiday on January 1 of each year. Floating holidays may be taken in increments of one-half (1/2) complete day and must be scheduled at least forty-eight (48) hours in advance with the employee's Department Head. These floating holidays can be scheduled consecutively with department head approval. Floating holidays not utilized by December 31st of any year are forfeited. New employees will be granted prorated floating holidays based upon the number of complete months of service in their first calendar year to twelve, rounded to the nearest one half (1/2) day.

Section 11.2 Holiday Eligibility.

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

(a) The employee must work all scheduled hours on the City's last regularly scheduled workday before the holiday and on the first regularly scheduled workday after the holiday, unless the employee is on an approved paid leave, provided, however, that an employee who requests sick leave on either of the above days must provide a physician's certificate satisfactory to the City to verify the illness, unless such physician's certificate is waived by the City Manager in his discretion.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the City during unpaid leaves of absences, layoffs, or on a disciplinary suspension. An otherwise eligible employee who is required to work on a recognized holiday but fails to report to work shall not receive any holiday pay for such holiday.

Section 11.3 Holiday Celebration.

A recognized holiday which falls on a Saturday shall be celebrated on the preceding Friday. A recognized holiday which falls on a Sunday shall be celebrated on the following Monday. Employees who work in seven day a week operations shall celebrate all holidays on the actual date of the holiday.

Section 11.4 Holiday Pay.

Eligible employees shall receive eight (8) hours pay for each recognized full day holiday and four (4) hours pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of premiums. Employees required to work on a recognized holiday shall receive holiday pay if otherwise eligible, in addition to pay for all work performed on the holiday. Employees who work in seven-day a week operations shall be paid two (2) times their straight time regular rate of pay for all hours worked on holidays recognized under this Agreement plus an additional day or half day off as appropriate, in lieu of holiday pay.

Section 11.5 Holiday During Vacation.
Employees who are on approved vacations on a day that a holiday is observed shall be paid for the holiday, provided that they work their entire scheduled shift prior to leaving on vacation and immediately following their vacation; provided, however, that an employee who requests paid sick leave on either of the above days must provide a physician's s certificate satisfactory to the City to verify the illness, unless such physician's certificate is waived by the City Manager in his discretion.

VACATION

Section 12.1 Vacation Entitlement.
Eligible employees earn vacation leave with pay in accordance with the following schedule:

Years of Continuous Service	Hours of Pay	Time Off
Less than 1 year	40	5 days
At least 1 year but less than 6 years	80	10 days
At least 6 years but less than 10 years	120	15 days
At least 10 years	160	20 days

Vacation leave accrues on a calendar year basis and is credited to eligible employees on January 1 of each year, based upon their years of continuous service with the City as of January 1 of each year. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the City, and shall only be broken by a loss of seniority.

Section 12.2 Vacation Eligibility.
In order to be eligible for crediting vacation leave on January 1, an employee must be a full-time employee of the City's and must have worked a total of at least 2,080 hours during the immediately preceding January 1-December 31 period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 2,080, rounded to the nearest half day. For purposes of this Section, hours worked shall include paid sick leave, paid bereavement leave, paid jury duty leave, and all hours actually worked.

Section 12.3 Vacation Scheduling.
Employees may schedule their vacation leave at any time after it has been credited to their use, in accordance with the procedures set forth in this Section. Vacation requests must be submitted in writing by the employee at least thirty (30) days in advance of the period requested. The City shall respond within two (2) weeks of receipt of the vacation request. The City will allow employees to take their vacation leave at the time requested unless, in the opinion of the City, such time off will unreasonably interfere with the efficient operation of the City. In the event that more than one (1) employee within a particular department desires to take vacation during the same period, approval of such vacation requests shall be guided by the seniority of the employees concerned; provided, however, that no employee may utilize seniority to secure more than one (1) vacation period in

any one (1) calendar year. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting; provided, however, that should an employee not be able to utilize their vacation, up to ten (10) days of vacation leave may be carried over to the next year. In special circumstances, employees may request additional short-term carryover privileges. Vacation may not be taken in increments of less than one-half (1/2) complete day.

Section 12.4 Vacation Pay.
Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave.

Section 12.5 Benefits on Termination.
Employees whose employment relationship with the City ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If an employee retires in accordance with the retirement plan currently in effect.

(b) If an employee resigns from employment and a minimum of two (2) weeks advance notice is given to the City.

(c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff. At the option of the employee, accrued vacation pay may be paid in a lump sum payment.

(d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

INSURANCE

Section 13.1 Payment of Hospitalization,Dental and Vision Insurance Premiums.
The Employer will make available a group insurance program covering certain hospitalization, surgical, medical,dental and vision expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program provides the coverages set forth in Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

An employee who has other insurance coverage may receive a monthly payment of five hundred dollars ($500) in lieu of health and dental insurance. An employee who waives insurance coverage for dependents only may receive a monthly payment of three hundred and forty dollars ($340) in lieu of dependent health and dental insurance. Election of the insurance waiver must be made upon hire or during an open enrollment period. The waiver of insurance is irrevocable for the plan year except for changes in family status or as otherwise allowed under IRS regulations.

Section 13.2 Payment of Hospitalization,Dental and Vision Insurance Premiums

Employee share of insurance premium costs are as set forth in Appendix C. The employee's share of health care premium costs shall be the lower of the amount over the hard cap or twenty (20) percent of the cost of health care per P.A. 152, with the provision that all plans must use the same cost share method. All premium costs for sponsored dependent coverage shall be paid by the employee electing to have the insurance coverage. Employees shall pay twenty percent (20%) of the cost of the vision insurance premium through payroll deduction. The Employer's liability under this section shall be limited to these payments.

Section 13.3 Term Life Insurance.

All full-time employees shall be eligible for term life insurance policy coverage in an amount of Twenty-five Thousand Dollars ($25,000.00) after completion of the waiting period presently in effect. During the term of this Agreement, the City agrees to pay the total premiums required for eligible employees.

Section 13.4 Sickness and Accident Insurance.

All full-time employees shall be eligible for sickness and accident insurance coverage. Employees who elect sick time shall have a short-term disability benefit in an amount equal to sixty percent (60%) of their normal gross weekly wages, up to a maximum benefit of Three Hundred Fifty Dollars ($350.00) weekly after completion of the waiting period presently in effect. Employees who elect PTO shall have a short-term disability benefit in an amount equal to 66 2/3% of their normal gross weekly wages after completion of the waiting period presently in effect. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. During the term of the Agreement, the City agrees to pay the total premiums required for eligible employees.

Section 13.5 Insurance Carrier.

The City reserves the right to select the insurance carrier or carriers, or to become self-insured; provided, however, that the benefits provided shall remain substantially equivalent. At least 60 days prior to changing carriers a special conference will be called to discuss the changes.

Section 13.6 Obligation to Continue Payments.

In the event that an employee eligible for insurance coverage under this agreement is laid off or on an unpaid leave of absence other than a workers' compensation leave of absence, the City shall

have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the layoff or unpaid leave of absence commences. Employees on City approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the City, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance carrier.

Section 13.7 Retiree Insurance Coverage.

During the term of this Agreement, the Employer agrees to allow continued insurance coverage for employees who retire and are receiving retirement payments under the retirement plan after July 1, 1974 and before July 1, 2016 in accordance with the following. Employees who retire after June 30, 2016, shall not be eligible to receive retiree health and dental insurance coverage through the City of South Haven group insurance plans.

1) Health Insurance. The Employer shall pay one half (1/2) of the required monthly premium for single subscriber coverage under the group insurance plan for retirees not eligible for Medicare-Medicaid who elect to continue to participate in the plan, subject to the following:

    a) Approval by the insurance carrier that such arrangement is possible.

    b) At least twenty (20) years' service at time of retirement by the employee.

    c) Subject to any changes in the event that either the insurance carrier changes its program to prevent such program and to modification in the event federal legislation provides some coverage to substitute in whole or in part for such insurance coverage.

    d) The employee has no other health insurance coverage available through another employer or a plan available to their spouses.

    e) Retirees who drop their coverage through the City's plan are not allowed to return to coverage at a later date.

2) Term Life Insurance. The Employer will pay one half (1/2) of the required monthly premium for insurance coverage under the group life insurance plan for retirees who elect to continue to participate in the plan, subject to the following:

    a) Approval of such an arrangement by the insurance carrier with no increase in cost of the plan to the Employer.

    b) Twenty (20) years' service at time of retirement.

3) Health Care Savings Program (HCSP). Effective July 1, 2013, Employees will be eligible to participate in the MERS Health Care Savings Program (HCSP) by contributing a percentage of their earned income to the plan. This is subject to mutual

agreement by all members of a fixed percentage deposit rate subject to the terms and conditions of the plan.

Eligible retirees desiring to continue their insurance coverage shall pay to the Employer, in advance, the amount of the retiree's portion of the next month's premium.

Section 13.8 Duplication of Benefits.
The provisions of Section 14.1 notwithstanding, the Employer shall have no obligation to duplicate any benefit an employee receives or is eligible to receive under any other policy or plan notwithstanding the circumstances of eligibility, amount or duration of benefit. Employees are required to inform the Employer of any and all hospitalization, dental or medical benefit coverage enjoyed by said employee, as a condition to receipt of the benefits set forth as Section 14.1. A special conference may be called in the event that a dispute arises over continued coverage for any employee, and the dispute may thereafter be submitted to the grievance procedure for resolution.

WAGES AND CLASSIFICATIONS

Section 14.1 Wages and Classifications.
During the term of this Agreement wages shall be as set forth in Appendix A. Employees shall begin at the start rate and shall advance from step to step upon completion of the specified periods of employment in that classification. The City reserves the right to determine the number of employees that shall be in a particular classification at any one time, and the possession of a license or skill level does not automatically entitle an individual to advancement to a higher classification.

Employees who work in the water/sewer distribution division work under the direction of the Public Works Operations Manager and the Public Works Director. The City reserves the right to schedule employees who work in the water/sewer distribution division for assignments to snowplowing and other assignments that employees in the highways and streets division may also be scheduled to work.

Section 14.2 Licensing Incentive.
A licensing incentive of $100 per license for all employees who have the appropriate license for their employee classification will be paid annually with the first payroll in July. CDL is not included in this licensing incentive.

Section 14.3 Job Descriptions
The City shall make job descriptions for all classifications covered under the contract available to the Union within ninety days (90) of ratification of the contract. The City will also consult with the union regarding any changes to the job descriptions and when adding or eliminating job positions within the bargaining unit.

Section 14.4 Pension.
During the term of this Agreement, the program of retirement benefits provided for in Michigan Municipal Employee Retirement System (MMERS) Benefit Program B-3, V-10, FAC-3, F50 (25

years) shall be in effect. An E-2 benefit shall be added effective January 1, 2005. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the MMERS system.

Section 14.5 Pension Contribution.
The City and TPOAM will review the actuarial valuation annually on or about the first day of August beginning on August 1, 2002.

Upon ratification of the collective bargaining agreement the employee contributions will decrease to eight (8) percent effective July 1, 2013 or as soon as is reasonably possible after the contract is ratified and a resolution to change employee contributions is presented to city council..

Any change in TPOAM employee contributions will be effective on the first of the month following a Council passed resolution to change TPOAM employee contributions to the MMERS plan.

MISCELLANEOUS

Section 15.1 Bulletin Boards.
The City shall provide bulletin board space in each department where official notices of the Union may be posted.

Section 15.2 Pay Periods.
The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions.

Section 15.3 Gender.
Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 15.4 Health and Safety.
The City shall first consider the personal safety of its employee in establishing operational procedures. It shall be the duty of each employee to comply with all safety regulations and to wear or use all safety equipment which is required. It shall also be the duty of the employee to properly report all defects of equipment to his supervisor so that such equipment can be repaired. An employee involved in any accident shall immediately report such accident and any physical injury sustained to his supervisor. Accident or defective equipment reports shall be in writing as prescribed by departmental rules. The City will continue to provide foul weather gear.

Section 15.5 Coffee Break.
The Employer will provide employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the prompt and efficient service to the Employer and the public. At the discretion of the Department Head, the employee may be required to stay on the premises or job site. In the event that an employee is required to

work at least four (4) hours beyond the end of their regularly scheduled shift, they shall be provided with an additional fifteen (15) minute break period.

Section 15.6 Uniforms.
The City agrees to provide and maintain uniforms for all City employees except those working in office settings. Such uniforms shall conform to MIOSHA and/or OSHA standards.

Section 15.7 Drug Testing.
As a condition of continued employment, employees are prohibited from using any illegal drugs. The City may require employees to submit to drug tests up to three times each calendar year, but will provide advance notice of the days for the testing at the beginning of each fiscal year. The form of the drug test shall be determined by the City, and may include blood, urine and hair sample testing. Failure to submit to the drug test may result in disciplinary action and/or discharge. The City agrees to pay the cost of these drug tests. At the City's discretion, employees testing positive for illegal drugs may be allowed to participate in the City's Employee Assistance Plan.

Section 15.8 Waiver.
It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, whether or not covered by this Agreement or in negotiations leading thereto, and any rights in that respect are hereby expressly waived.

Section 15.9 Reasonable Accommodation.
The parties recognize the duty of the Employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under Federal and State law. In the event that the City determines that a potential accommodation is necessary in order for it to fulfill its obligations under State and/or Federal law, and that accommodation would conflict with the provisions of this agreement, that parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the City to implement necessary accommodations.

Section 15.10 Term of Agreement.
This Agreement shall become effective July 1, 2016 and shall remain in full force and effect through June 30, 2019, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement.

Section 15.11 Safe Work Environment.
It is the City's desire to promote a safe work environment. To that end, the possession of firearms, weapons and/or explosives while on duty, or on City property, or in City vehicles and equipment is expressly forbidden. The mere possession of a valid concealed weapons permit, by an employee, does not constitute a waiver of this provision. Only those personnel authorized by the City Manager may possess a firearm, weapon and/or explosives while on duty, or on City property, or in City vehicles and equipment.

Section 15.12 Mailing of Notification.
The written notice referred to in Section 16.10 shall be given by certified mail and, if given by the City, shall be addressed to Technical, Professional and Office Workers Association of Michigan (TPOAM), 27056 Joy Road, Redford, MI 48239-1949, and if given by the Union, shall be addressed to the City Manager, City of South Haven, 539 Phoenix Street, South Haven, Michigan, 49090. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN

Appendix A – Pay Rates 1st Year

The following rates of pay will become effective July 1, 2016 (2.25%)					
	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Administrative Office Worker	13.48	15.03	16.59	17.03	17.04
Senior Office Worker	15.84	17.38	18.92	19.45	19.61
Utility Worker	15.98	17.53	19.07	19.55	19.81
Public Works Clerk	16.24	17.78	19.33	19.83	20.07
Equipment Operator/Meter Reader	17.78	19.33	19.57	19.83	20.07
Senior Equipment Operator	19.54	21.08	21.32	21.55	21.77
Senior Equipment Operator S-4	19.54	21.08	21.32	21.55	21.77
Senior Equipment Operator S-3	19.76	21.32	21.53	21.79	22.00
Senior Equipment Operator S-2	19.99	21.53	21.77	22.02	22.23
Cemetery Sexton/Sr Equipment Operator	19.54	21.08	21.32	21.55	21.77
Mechanic	20.45	22.00	22.23	22.51	22.72
Class D Wastewater Plant Operator	19.72	21.27	21.50	21.76	21.97
Class C Wastewater Plant Operator	20.65	22.21	22.43	22.69	22.92
Class B Wastewater Plant Operator	21.54	23.09	23.31	23.54	23.79
Water Plant Operator F4	19.91	21.46	21.70	21.93	22.14
Water Plant Operator F3	20.82	22.37	22.61	22.88	23.09
Water Plant Operator F2	21.74	23.27	23.52	23.77	24.00
Water Plant Operator F1	22.66	24.18	24.43	24.69	24.93
Lineperson B	25.73	27.25	27.49	27.73	27.97
Lineperson A	29.36	30.92	31.19	31.46	31.66
Electric Meter Worker	25.45	27.00	27.28	27.55	27.75
WWTP Maintenance Worker	21.54	23.09	23.31	23.54	23.79
WWTP Senior Maintenance Worker	22.92	24.80	25.04	25.34	25.58
Lead Operator WWTP	22.92	24.80	25.04	25.34	25.58

The City will provide for an Acting Supervisor to be compensated at an added rate of $1.00 per hour when the supervisor is absent from work for a full eight-hour day.
The City will provide for a Senior Equipment Operator/Mechanic's Helper to be compensated at an added rate of $0.25 per hour when helping the Mechanic.
The City will provide for an Acting Mechanic to be compensated at an added rate of $0.50 per hour when the Mechanic is absent from work for a full eight-hour day.
The City may, at its discretion, place a newly hired Lineman at advanced steps on the wage scale.

Appendix A – Pay Rates 2nd Year

The following rates of pay will become effective July 1, 2017 (2.25%)					
	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Administrative Office Worker	13.79	15.37	16.96	17.41	17.43
Senior Office Worker	16.19	17.77	19.34	19.89	20.05
Utility Worker	16.34	17.92	19.50	19.99	20.25
Public Works Clerk	16.60	18.18	19.77	20.28	20.52
Equipment Operator/Meter Reader	18.18	19.77	20.01	20.28	20.52
Senior Equipment Operator	19.98	21.55	21.80	22.04	22.26
Senior Equipment Operator S-4	19.98	21.55	21.80	22.04	22.26
Senior Equipment Operator S-3	20.21	21.80	22.02	22.28	22.49
Senior Equipment Operator S-2	20.44	22.02	22.26	22.52	22.73
Cemetery Sexton/Sr Equipment Operator	19.98	21.55	21.80	22.04	22.26
Mechanic	20.91	22.49	22.73	23.02	23.23
Class D Wastewater Plant Operator	20.16	21.75	21.98	22.25	22.46
Class C Wastewater Plant Operator	21.12	22.70	22.94	23.20	23.44
Class B Wastewater Plant Operator	22.03	23.61	23.84	24.07	24.32
Water Plant Operator F4	20.35	21.94	22.18	22.43	22.64
Water Plant Operator F3	21.29	22.87	23.12	23.39	23.61
Water Plant Operator F2	22.23	23.79	24.05	24.30	24.54
Water Plant Operator F1	23.17	24.72	24.98	25.24	25.49
Lineperson B	26.31	27.86	28.11	28.35	28.59
Lineperson A	30.03	31.61	31.89	32.17	32.38
Electric Meter Worker	26.02	27.61	27.90	28.17	28.37
WWTP Maintenance Worker	22.03	23.61	23.84	24.07	24.32
WWTP Senior Maintenance Worker	23.44	25.36	25.60	25.91	26.15
Lead Operator WWTP	23.44	25.36	25.60	25.91	26.15

The City will provide for an Acting Supervisor to be compensated at an added rate of $1.00 per hour when the supervisor is absent from work for a full eight-hour day.
The City will provide for a Senior Equipment Operator/Mechanic's Helper to be compensated at an added rate of $0.25 per hour when helping the Mechanic.
The City will provide for an Acting Mechanic to be compensated at an added rate of $0.50 per hour when the Mechanic is absent from work for a full eight-hour day.
The City may, at its discretion, place a newly hired Lineman at advanced steps on the wage scale.

Appendix A – Pay Rates 3rd Year

The following rates of pay will become effective July 1, 2018 (2.25%)					
	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Administrative Office Worker	14.10	15.72	17.34	17.81	17.82
Senior Office Worker	16.56	18.17	19.78	20.34	20.51
Utility Worker	16.71	18.33	19.94	20.44	20.71
Public Works Clerk	16.98	18.59	20.21	20.73	20.98
Equipment Operator/Meter Reader	18.59	20.21	20.46	20.73	20.98
Senior Equipment Operator	20.43	22.04	22.29	22.54	22.76
Senior Equipment Operator S-4	20.43	22.04	22.29	22.54	22.76
Senior Equipment Operator S-3	20.66	22.29	22.51	22.78	23.00
Senior Equipment Operator S-2	20.90	22.51	22.76	23.02	23.24
Cemetery Sexton/Sr Equipment Operator	20.43	22.04	22.29	22.54	22.76
Mechanic	21.38	23.00	23.24	23.53	23.75
Class D Wastewater Plant Operator	20.62	22.24	22.48	22.75	22.97
Class C Wastewater Plant Operator	21.59	23.22	23.45	23.73	23.96
Class B Wastewater Plant Operator	22.52	24.15	24.37	24.61	24.87
Water Plant Operator F4	20.81	22.43	22.68	22.93	23.15
Water Plant Operator F3	21.76	23.39	23.64	23.92	24.15
Water Plant Operator F2	22.73	24.33	24.59	24.85	25.09
Water Plant Operator F1	23.69	25.28	25.54	25.81	26.06
Lineperson B	26.90	28.49	28.74	28.99	29.24
Lineperson A	30.70	32.32	32.61	32.89	33.11
Electric Meter Worker	26.61	28.23	28.52	28.81	29.01
WWTP Maintenance Worker	22.52	24.15	24.37	24.61	24.87
WWTP Senior Maintenance Worker	23.96	25.93	26.18	26.49	26.74
Lead Operator WWTP	23.96	25.93	26.18	26.49	26.74

The City will provide for an Acting Supervisor to be compensated at an added rate of $1.00 per hour when the supervisor is absent from work for a full eight-hour day.
The City will provide for a Senior Equipment Operator/Mechanic's Helper to be compensated at an added rate of $0.25 per hour when helping the Mechanic.
The City will provide for an Acting Mechanic to be compensated at an added rate of $0.50 per hour when the Mechanic is absent from work for a full eight-hour day.
The City may, at its discretion, place a newly hired Lineman at advanced steps on the wage scale.

APPENDIX B – Health, Dental and Vision Insurance

Health insurance for active employees:
Eligible employees will have the choice of three health insurance plans including:

- A High Deductible PPO H.S.A. plan –with $10/$35$60 Rx co-pay after $$2,000/$4,000 in-network deductible; maximum out of pocket costs of $4,000/$8,000
- A PPO plan with $10/$35/$60 Rx, $250/$500 in-network deductible, $30 PCP OV, $60 SP OV, $250 ER; maximum out of pocket costs of $3,000/$6,000
- A PPO plan with $10/$35/$60 Rx, $500/$1,000 in-network deductible, $20 PCP OV, $40 SP OV, $250 ER; maximum out of pocket costs of $3,000/$6,000.

Dental insurance for active employees: The Dental insurance provides the following coverage:

Level I – Preventive services	100%
Level II – Restorative services	80%
Level III – Prosthodontic services	50%

Orthodontic services (benefits limited to covered dependent children under age 19) 50% with a lifetime maximum of $1,000.

Vision insurance for active employees:
Eligible employees may enroll in a group vision plan with the following coverages: examination and lenses or contact lenses once every 12 months; frames once every 24 months; co-pays apply.

Health insurance for retirees:
Retirees will have the choice of health insurance plans available to active employees. The City shall pay one-half of the single subscriber rate and the retiree shall be responsible for one-half of the single subscriber rate and 100% of the cost for dependents.

CITY OF SOUTH HAVEN

Substance Abuse Amnesty Program

The City of South Haven must operate in a drug and alcohol free environment. Under City rules and regulations, employees reporting for work under the influence of alcohol or drugs such that their job performance is impaired or endangers the well-being of other employees and/or residents or who use or possess alcohol or drugs while at work are subject to discipline, up to and including discharge. Some of these employees may have substance abuse problems.

Substance abuse is defined as the taking of alcohol or other drugs at dosages that place the individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self-control as a result of the use of alcohol or drugs, or while habitually under the influence of alcohol or drugs, endangers public health, morals, safety, or welfare, or combination thereof. MCLA 333.6107(3). The City recognizes that many chemical dependencies are the result of abuse of legal, socially accepted substances, such as alcohol, over-the counter drugs, or prescribed medications.

The City's orientation is to deal with substance abuse problems through rehabilitation and counseling of those City employees who voluntarily come forward to acknowledge their personal problem, disclose their activities involving substance abuse and request assistance, rather than to impose disciplinary action. In order to accomplish this goal, a Substance Abuse Amnesty Program is created under the following terms and conditions:

1. In lieu of disciplinary action, employees voluntarily acknowledging a substance abuse problem not involving use of illegal drugs will be permitted to participate in the Amnesty Program. Employees acknowledging a substance abuse problem involving use of illegal drugs may be permitted to participate in the Amnesty Program.

2. This Amnesty Program will be available only upon an initial determination of substance abuse and will not be available in instances where an employee suffers a chemical dependency relapse after participating in the Amnesty Program. A chemical dependency relapse is a return to substance abuse by an individual previously identified as chemically dependent. The Amnesty Program is not available to employees involved in the selling or distribution of illegal drugs.

3. Employees eligible to participate in the Amnesty Program will be required to enter into a return to work contract containing a treatment/rehabilitation program. Employees required to participate in an inpatient treatment program will be eligible to utilize accrued sick leave and vacation pay during such treatment programs, but will not otherwise be eligible for payment of wages. Continued fringe benefit eligibility is covered under the provisions of the collective bargaining agreements or City policy.

4. A violation of the return to work contract by an employee subjects that employee to termination of the employment relationship with the City. In the event an employee's employment is terminated, any appeal to the grievance and arbitration procedure shall be limited solely to the question of whether the employee breached the terms of this contract, and the disciplinary penalty assessed shall not be subject to review. If the employee is not found to have breached the terms of this contract, the discipline will be overturned.

Return to Work Contract

The purpose of this contract to set forth the terms and conditions under which the City of South Haven (the "City") will permit_____ (the "Employee") to return to work after an instance of substance abuse. This contract is specifically designed to meet the needs of both the employee and the City.

1. The Employee agrees to comply with the terms of this contract for a period of eighteen (18) months from its date of execution.

2. The Employee understands that all expenses connected with treatment and/or rehabilitation are to be rendered at his own expense and are his own responsibility. Some of these expenses may be covered under the group health insurance program.

3. The Employee agrees to a treatment and/or rehabilitation program which, as a minimum, will consist of

   (a) Attendance at regular AA and or NA meetings no less frequently than recommended by the Counselor. The Employee agrees to furnish Documentation of Attendance to the City Manager or designee on a weekly basis.

   (b) Continuation of therapy with Counseling Agency or Treatment Facility until such time as the Employee is released from treatment. The Employee agrees to provide documentation of his release from treatment to the City Manager.

4. The Employee hereby authorizes his Counselor to contact and exchange information regarding his progress with the City Manager or designee.

5. The Employee hereby authorizes the City Manager or designee to contact and exchange information pertaining to his treatment with City legal counsel, City elected officials or other necessary supervisory personnel.

6. The Employee agrees to completely abstain from any mood altering chemicals (alcohol, sedatives, stimulants, narcotics, soporifics, over the counter drugs, etc.) except as recommended by his physician and with approval of his counselor.

7. The Employee agrees to provide not more than one random urine sample per week in the presence of a qualified witness as recommended by the treatment counselor. The Employer agrees to pay these costs.

Electrical Apprenticeship Training Program

CITY OF SOUTH HAVEN

Electric Distribution Department

Due to the nature of outside electrical construction and the need for safe qualified electrical personnel, it is a necessity to have some type of a training program. Whether it be a state approved program or city approved, some type of training is needed. Our electrical personnel need to know why our system works, as well as how, along with as much knowledge of the electrical distribution field as can be offered, along with the safety methods of performing the work. To safely maintain the City's substation along with distribution lines, competent and experienced personnel are needed.

In view of these needs, the city has developed an apprenticeship program to help in the training of interested electrical personnel and to follow each step in an orderly training procedure.

(Oversight Committee) A Committee, consisting of the City's currently qualified Lineperson A and an equal number from the City Administration, will provide oversight on the Apprenticeship Program.

The City will determine the number of apprentices or trainees needed to keep the City supplied with qualified lineman after considering all factors that have a bearing on the number of apprentices required. The provisions in the union contract covering posting of job vacancies will govern hiring of an individual for the apprenticeship program.

The apprentice will be subject to a six-month probationary period. The probationary period, if filled by an existing employee, would be for apprenticeship alone. If the person does not work out, he would still have his old job.

The Apprentice will be expected to enroll in an approved Apprenticeship program as selected by the Oversight Committee. An Apprenticeship program may be an acceptable Electric Line worker-training program provided by a college, major utility or Electric Line Worker union, which terminates in a qualified Line worker or Journeyman designation, acceptable to the Oversight Committee.

The apprentice would be required to attend extra classes or school hours as required by the Apprenticeship program. The city will pay for educational expenses including out-of-pocket expenses but not hourly wage if class work is after a normal workday.

The apprentices' wages shall be divided into seven (7) 1,000 hour periods as follows and shall be based on the negotiated lineman's scale with the City:

1st Step	-60% of Class A Lineman's rate
2nd Step	-65% of Class A Lineman's rate
3rd Step	-70% of Class A Lineman's rate
4th Step	-75% of Class A Lineman's rate
5th Step	-80% of Class A Lineman's rate
6th Step	-85% of Class A Lineman's rate
7th Step	-90% of Class A Lineman's rate

Existing city employees hired for the apprenticeship program will enter the program at no less than their present wage rate. If their present wage exceeds the rate for the step at which they entered the program, their rate of pay will be frozen until such time as they are at the step that corresponds to their wage rate, then normal progression will begin.

The Apprentice would be required to perform work on the electric system in conformance with the requirements of the program chosen. It will be the responsibility of the City to provide supervision and/or tutoring as required by the Apprenticeship program.

When the apprentice reaches time for each advancement, the Apprenticeship program and Oversight Committee will determine the amount of progress and, in turn, will decide whether advancement is advisable or not.

It is understood that in the case of layoffs, employees hired from outside the city for the apprenticeship program would be laid-off first. If an existing employee is in the apprenticeship program and layoff occurs the language in the contract concerning layoffs will govern.

This program is not to be used as a means of replacing regular linemen.

TECHNICIAL, PROFESSIONAL AND OFFICE WORKER ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City of South Haven
And
Technical, Professional and Office workers Association of Michigan (TPOAM)

Letter of Understanding Regarding Union Dues Collection

WHEREAS, the City of South Haven ("Employer") is the employer of a bargaining unit of employees represented by TPOAM ("Union") as their bargaining representative; and

WHEREAS, the Union has requested that the Employer enter into an agreement with the Union obligating the Employer to deduct union dues from employees who choose to participate as members of the bargaining unit and who have agreed to pay union dues during the term of this Letter of Understanding, and

WHEREAS, the Employer has agreed to deduct union dues of the individual employee to the Union, to the extent allowed and as authorized by the laws of the State of Michigan, this Letter of Understanding and by such employee;

NOW, THEREFORE, the Employer and the Union enter into the following Letter of Understanding regarding deduction if Union dues:

A. For the convenience of the Union and its members, the Employer shall deduct the regular monthly dues of the Union from the pay of those employees covered by any collective bargaining agreement between the Employer and the Union, who elect to join the Union and authorize such deduction in writing. Conversely, Employer shall not deduct union dues or any representation fee from employees who elect not to join the Union and who do not authorize such deduction in writing.

B. The form of making written authorization for the deduction of monthly dues shall be provided by the Union. The written authorization shall remain in full force and effect during the period of any collective bargaining agreement between the Employer and the Union, unless revoked by written notice by the employee and given to both the Union and the Employer.

C. The Union shall notify the Employer, in writing, of any changes in monthly Union dues, certified by the Union as the uniform monthly dues required of the Union members. The Employer will act in accordance with such written certification.

D. Remittance to Union. All sums deducted as Union dues shall be remitted to the address designated by the Union with an list of names from whom deductions have been made not later than ten (10) working days following the date on which they were deducted. The Employer shall additionally indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment or union membership status, are no longer subject to deductions.

E. The Employer shall not be liable to the Union for the remittance or payment of

any sum other than constituting actual employee authorized deductions from those employees. Deductions shall be made only in accordance with the provisions of the written authorization(s) referred to in Section B above, together with the provisions of this Letter of Understanding. The Employer shall have no responsibility for the collection of initiation fees, assessments, or for monthly Union dues, representation fees or for any other deductions not in accordance with this Letter of Understanding.

F. It is understood and agreed that the provision for deduction of the Union dues is for the benefit of the employees requesting same and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further that the obligation of the Employer does not extend beyond that which is set forth in this Letter of Understanding.

G. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, that may arise out of or by reason of action taken or not taken by the Employer under this Letter of Understanding.

H. This Letter of Understanding shall remain in full force and effect remains in effect from July 1, 2016 until June 30, 2019.

_____In witness whereof, the parties hereto have caused this Letter of Understanding to be executed this ___day of_____ , 2016.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN

City of South Haven
And
Technical, Professional and Office workers Association of Michigan (TPOAM)

Letter of Understanding Regarding Performance Evaluations

The City is committed to the professional development of staff and views employee performance evaluations as an important part of the professional development process.

The performance of all employees may be evaluated in accordance with the following:

A. Normal Evaluation periods--within 10 days of:

1) For probationary employees: End of the probationary period or at any time as deemed appropriate by the supervisor. In any event, the probationary employee shall receive an evaluation within ten days of the end of the probationary period.

2) For employees who have been transferred or promoted within the City: End of the probationary period in their new position or at any time as deemed appropriate by the supervisor. In any event, the transferred/promoted employee shall receive an evaluation within ten days of the end of the probationary period for their new position.

3) For non-probationary employees: As deemed appropriate by the City Manager, but not less than one time per year.

B. Special Evaluations:

The City Manager or his designee may direct an employee evaluation to be performed at any time.

C. Evaluation Procedure:

There shall be an employee-supervisor conference to review each written evaluation. The written evaluation shall be on a form prescribed by the City Manager. At the completion of the conference, the evaluation shall be signed and dated by the employee and by the supervisor. The employee will be permitted ninety (90) days to prepare a written statement to attach to the evaluation if there is disagreement with its contents. The written statement will be limited to five 8 -1/2 by 11 pages.

The supervisor shall submit the signed evaluation and any additional documents to the Human Resources Department for inclusion in the employee's permanent personnel file.

The performance evaluation shall be used as a tool to judge the employee's continued employment and action plans. Action plans for performance improvement shall be established

by the supervisor with input from the employee for rankings in any area that is below the satisfactory level. The action plan will include a timetable for reviewing employee's progress.

Dated this _____ day of _____ _____, 2016.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN

CITY OF SOUTH HAVEN

and

Technical, Professional and Office Worker Association of Michigan (TPOAM)

Letter of Understanding Regarding Subcontracting

The issue of subcontracting is important to both parties, with the City required to preserve its right to make necessary changes in the services it provides to its citizens and the manner that it delivers these services; and the Union desiring to protect the job security of its members. In recognition that the City has no present plans to implement any subcontracting decisions, the current contractual language will be continued, but the parties agree to meet upon request to discuss potential subcontracting issues.

During the period from July 1, 2016 through June 30, 2019, the City will provide the Union with not less than ninety (90) calendar days advance notice of a tentative decision to subcontract work that will result in the layoff of any bargaining unit employee and agrees to meet with the Union within two weeks of that notice to discuss the reasons for the tentative decision to subcontract the work. Any bargaining unit employee who will be laid off as the result of the subcontracting decision will be provided with not less than sixty (60) calendar days advance notice of the layoff. The City will continue pay for any employee laid off for a period eight (8) weeks or until the employee secures alternative employment, whichever is lesser. These wage continuation payments will be designated to the period that they will be received for purposes of unemployment compensation The City will provide continuation of health insurance coverage to any employee laid off under the same terms and conditions offered to bargaining unit employees for a period of six (6) months or until the employee is eligible for health care insurance coverage under the plan offered by another employer, whichever is lesser. The City will also bargain with the Union over other issues impacting upon employees affected by the layoff decision.

Dated this _____ day of _____, 2016.

TECHNICIAL, PROFESSIONAL AND OFFICE WORKER ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City of South Haven
And
Technical, Professional and Officeworkers Association of Michigan (TPOAM)

Letter of Understanding Regarding Electric Utility Shut-off Consultant

The City and the Union agree upon the need for a program to manage the electric utility shut-off process. Further, the City and Union agree to a six-month trial period for an electric utility shut-off consultant. The City and Union will review the program at the end of the trial period to determine if the program should be continued.

The consultant will perform residential shut-offs within the City limits during working hours. The City's electric department employees will perform the shut-offs for township customers and all commercial and industrial customers.

The Shut-off Consultant shall be responsible for personal safety and public safety while performing the work. The Shut-off Consultant shall recognize the hazards involved with:
"Breaking load" with the meter if no other means of disconnection are available.
Exposure to broken glass meter covers.
The possibility of exposure to electric flash if the interior mechanism of the meter base is pulled out with the meter.
Performing the work alone.

The Shut-off Consultant shall wear all required personal protective equipment (PPE) while performing the work, including, but not limited to hard hat, safety glasses or face shield, flame resistant clothing, and rubber gloves.

The City will allow members of the bargaining unit to accrue an additional twenty (20) hours of compensatory time, making the maximum accrual 100 hours. The City agrees the increased accrual in compensatory time will be permanent and will be incorporated into the next contract.

The provisions of the electric utility consultant contract are as follows:

1. That the Shut-off Consultant is acting in his individual capacity as an independent contractor and not as an employee of the City.
2. That the Shut-off Consultant will have control over the time and hours spent in performing the work required by this agreement.
3. That the Shut-off Consultant will have control over the manner and method of performing the work required by this agreement. The Shut-off Consultant shall be expected to perform his work in a safe and reasonable manner, in accordance with the CITY's adopted personnel policy and applicable procedures. The CITY agrees to indemnify the Shut-off Consultant for any claims which may arise from his work on behalf of the CITY.
4. That the Shut-off Consultant has the express right to perform work for other entities.

5. That the Shut-off Consultant will have the express responsibility of advising, assisting, communicating with customers, and performing shut-offs for electric accounts.
The Shut-off Consultant shall report primarily to the CITY'S Utility Billing Supervisor (Ms. Kelli Steinman) in the Finance Department office, and shall be expected to provide timely and accurate information on account status, proposed payment arrangements, and service connection information to the Utility Billing Supervisor. The Utility Billing Supervisor shall be consulted prior to extending payment arrangements to account customers.
The Shut-off Consultant shall be expected to make contact by phone and to prepare and deliver "door hangers" and/or printed information to customers prior to the regularly scheduled utility shut-off.
The Shut-off Consultant may be expected to provide shut-off and re-check services to the city's various residential accounts.
The Shut-off Consultant will be expected to accept payments from account customers, but these payment terms must be approved by the Utility Billing Supervisor, to ensure proper receipting.

This agreement shall be effective as of November 15, 2010 through May 15, 2011 and shall then become renewable for 90 day periods thereafter unless either party notifies the other in writing.

Dated this _____ day of _____ _____, 2016.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (TPOAM)	CITY OF SOUTH HAVEN

City of South Haven

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

MEMORANDUM

To: Brian Dissette

From: Deborah Lull

Date: May 31, 2016

Subject: Appointment of City Clerk

The City Council will be asked to consider a motion to appoint the new City Clerk. The City Charter requires the City Council to formally appoint the City Clerk.

The staff recommendation for filling the vacant City Clerk position is Travis Sullivan. He was selected from a field of 30 other candidates who applied for the position. Travis has been employed by the City of Kalamazoo for eight years and has been the City Records Coordinator for the past year. He holds a Bachelor of Science degree in History and an MPA degree, both from Grand Valley State University.

The City Council should consider a motion to formally appoint Travis Sullivan to the City Clerk position.

City of South Haven

Department of Public Works

DPW Building • 1199 8th Ave. • South Haven, Michigan 49090
Telephone (269) 637-0737 • Fax (269) 637-4778

MEMORANDUM

To: Brian Dissette, City Manager
Deb Davidson, DDA Director

From: Larry Halberstadt, PE, City Engineer

Date: May 16, 2016

Subject: Traffic Signal Replacement at Broadway & Phoenix Streets

Background Information

Over the past several years, the Michigan Department of Transportation (MDOT) has been working on plans to replace the traffic signals along BR-196 in the city limits. One signal is located at the intersection of Aylworth Avenue and LeGrange Street and the other is located at the intersection of Phoenix and Broadway Streets.

MDOT's typical construction for new traffic signals utilizes a "box span" arrangement. Galvanized steel strain poles are placed at each corner of the intersection and span wires are run between all poles. Signal heads hang from the span wires extended across the roadways. The general appearance of a typical MDOT traffic signal can be seen at the intersection of Phoenix Street and Blue Star Highway.

The intersection of Phoenix and Broadway Streets serves as the entrance to the downtown area. As a result, the Downtown Development Authority and others in the community have expressed interest in the configuration and style of the proposed traffic signal. As a result of these discussions, the City has expressed an interest in partnering with MDOT to upgrade the traffic signal at Phoenix and Broadway Streets to provide an improved appearance. The proposed upgrades would include powder coating the strain poles black, using black housings for the pedestrian signals, deleting the span wires, and using black powder coated steel mast arms to support the overhead traffic signal heads. The proposed project will retain dedicated left turn signals and will also replace/relocate the traffic signal controller and install new wireless actuation sensors in the pavement. The proposed upgrades will result in a traffic signal that is similar in appearance to the City owned traffic signals at Phoenix/Center Streets and Phoenix/Kalamazoo Streets.

MDOT has agreed to include these upgrades in the contract provided that the City enters into a cost sharing agreement for the additional cost of the upgrades. MDOT has prepared the contract and estimates that the cost of the upgrades will be $78,900. Funding for the traffic signal upgrades is anticipated to be paid for by the Downtown Development Authority. The upgrade to mast arms will also require periodic inspections that will be a future maintenance cost for the City.

Last spring, the City participated in a similar project with Meijer to upgrade the new traffic signal on Phoenix Street at the Meijer entrance driveway. The City's cost share for that project was $86,120.00.

Existing Traffic Signal at Blue Star Highway and Phoenix Street

At the present time, staff is currently discussing the possibility of providing similar upgrades for the Aylworth Avenue and LeGrange Street traffic signal. Additional funds would need to be allocated to provide similar upgrades at this intersection. A meeting with MDOT is planned for April 25 to discuss these changes in more detail. If a decision is made to upgrade that signal, an additional or modified cost sharing agreement will be required.

Existing Traffic Signal at Phoenix and Center Streets

City Council reviewed and approved the MDOT Contract at their April 11, 2016 special meeting via approval of the Consent Agenda. At the time of approval, the appropriate resolution was not included in the agenda packet. MDOT requires passage of a formal resolution indicating the contract number and naming the individuals authorized to execute the contract on behalf of the City.

Recommendation

City Council should consider Resolution 2016-42, a resolution approving MDOT Contract 16-5080.

Attachments

MDOT Contract 16-5080
Resolution 2016-42

SPECIAL TRUNKLINE	DA	
NON-ACT-51	Control Section	STG 84925
ADDED WORK	Job Number	117739A; 117739C
	Fed Item #	JJ 5489; JJ 4887
	Fed Project #	STPG 1684(103); STPG 1384(025)
	Contract	16-5080

THIS CONTRACT is made and entered into this date of April 13, 2015, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SOUTH HAVEN, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction at various intersections, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal modernization at various locations within the corporate limits of the CITY; and

WHEREAS, the CITY has requested additional work in connection with the signal modernization work, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

> Traffic signal mast arm installation, illuminated street sign and signal painting work at the intersection of Highway I-196 BL (Phoenix Street) and Highway I-196 BL (Broadway Avenue) including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $78,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as

the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - $78,900

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of

such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT for working capital for the contracted work and costs incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - $31,600

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within thirty (30) days after receipt of bids for the PROJECT.

8. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the CITY of its exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended rests with the CITY.

10. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the

Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SOUTH HAVEN

By_____
Title:

By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

FORM APPROVED
3/18/2016
P.L.B.
ASSISTANT
ATTORNEY

RDB
3/16/16

APPROVED BY:

Matt Greene
For Matt Delong Administrator
Real Estate

3/21/16
Date

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-42

A RESOLUTION TO APPROVE MICHIGAN DEPARTMENT
OF TRANSPORTATION CONTRACT 16-5080

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on May 16, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan Department of Transportation is planning traffic signal modernization at various locations within the corporate limits of the City; and,

WHEREAS, the City has requested additional work in connection with the signal modernization work including traffic signal mast arm installation, illuminated street name signs, and signal painting work; and,

WHEREAS, the Michigan Department of Transportation estimates the cost of the work requested by the City to be $78,900;

NOW, THEREFORE BE IT RESOLVED that the City of South Haven does hereby accept MDOT Contract Number 16-5080, Control Section STG 84925, Job Numbers 117739A and 117739C.

BE IT FURTHER RESOLVED that Robert Burr, Mayor and Amanda Morgan, City Clerk are authorized to sign said contract.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on June 6, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was give pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

_____

Amanda Morgan, City Clerk

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, April 11, 2016
4:00 p.m., Council Chambers

City of South Haven

1. **Call to Order by Valentine**

2. **Roll Call**

   Present: Tom Erdmann, Eugen Gawreliuk, Mike Henry, Bob Herrera, Andy Klavins, Stephanie Timmer, Christine Valentine
   Absent: Art Bolt

3. **Approval of Agenda**

   Motion by Klavins, second by Henry to approve the April 11, 2016 Regular Meeting Agenda as presented.

   All in favor. Motion carried.

4. **Approval of Minutes** – December 14, 2015

   Motion by Henry, second by Erdmann to approve the December 14, 2016 Regular Meeting Minutes as written.

   All in favor. Motion carried.

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

   None at this time.

6. **Financial Report**

   Hosier reviewed the financial report for the board.

   Motion by Timmer, second by Erdmann to accept the Financial Report as presented.

   All in favor. Motion carried.

7. Administrative Expenses for Approval

Hosier noted we have three invoices, which were received late in January, but we were not able to meet to approve these invoices in February or March. “We did approve an advance and will ask for the balance to be approved.”

Motion by Henry, second by Klavins to pay the three invoices as presented.

All in favor. Motion carried.

Henry asked if there is still additional work to be done. Hosier explained there will still be some remediation testing; reseeding will be done in that area later in the month; the fencing will be kept up for the summer and probably will not go down until the pump track on Wells Street is open.

Valentine has heard that GRT is negotiating to use that area as a staging area for their remediation which Hosier noted is because of the water retention it is easier for GRT to access the site and to minimize activity on the Factory Condo site.

Valentine asked who owns the property now and discussion ensued regarding whether it is owned by LDFA or the city. It was noted that the city is using Brownfield funds to clean up the property. Hosier will look into the specifics of ownership of the site.

Valentine remarked that there are a lot of questions about future plans for that site.

Klavins asked if there will be use restrictions after the site remediation to which Hosier responded that she is not sure. Valentine stated she was told by VandenBosch that there was not significant contamination to that site.

Hosier will do some research to answer the boards’ questions at the next meeting.

8. 2016-2017 Budget

Hosier noted the budget has not changed from last year and in response to questions explained she is working with the attorneys to go over VandenBosch’s records so she does not have a definitive answer as to whether there is income from these properties. Henry pointed out there is interest income.

Motion by Erdmann, second by Henry to approve the budget as presented.

All in favor. Motion carried.

9. General Comments

None at this time.

10. Adjourn

Motion by Henry, second by Erdmann to adjourn at 4:28 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Local Development Finance Authority

Regular Meeting Minutes

Monday, April 11, 2016
4:00 p.m., Council Chambers

City of South Haven

1. **Call to Order by Valentine at 4:00 p.m.**

2. **Roll Call**

   Present: Tom Erdmann, Eugen Gawreliuk, Mike Henry, Bob Herrera, Andy Klavins, Stephanie Timmer, Christine Valentine
   Absent: Art Bolt

3. **Approval of Agenda**

   Motion by Timmer, second by Erdmann to approve the April 11, 2016 Regular Meeting Agenda as presented.

   All in favor. Motion carried.

4. **Approval of Minutes** – December 14, 2015

   Motion by Timmer, second by Klavins to approve the December 14, 2016 Regular Meeting Minutes as written.

   All in favor. Motion carried.

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

   None at this time.

6. **Financial Report**

   Hosier reviewed the Financial Report.

   Motion by Erdmann, second by Henry to accept the financial report.

   All in favor. Motion carried.

7. **Economic Development Report**

   McCloughan updated the board on economic developments.

8. 220 Aylworth – Bohn Building - Payment Request

Hosier noted that this invoice is for the feasibility study, showing the viability of the building as it currently stands and noting problems with the building.

Motion by Henry, second by Timmer to approve payment of the 220 Aylworth Bohn Building invoices for feasibility study.

All in favor. Motion carried.

9. 2016-2017 Budget

Hosier noted this is a mirror of last year's budget and this is the projected budget for LDFAs 1, 2 and 3.

Motion by Erdmann, second by Klavins to approve the 2016 – 2017 Projected budget as presented.

All in favor. Motion carried.

10. General Comments

Klavins thanked McCloughan for attending a recent meeting to encourage getting jobs in the city.

McCloughan said we will be seeing a different style of meeting next time around.

11. Adjourn

Motion by Erdmann, second by Klavins to adjourn at 4:19 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

LIBERTY HYDE BAILEY MUSEUM MEMORIAL FUND, INC. "FOUNDATION"
April 20th 2016 Board of Trustees Meeting Minutes 6:15 P.M. McNeil Event Room

Board Members Present: Anne Long, Joan Hiddema, Cindy McAlear , Melanie Gleiss, Robin Reva,
Board Members Absent: Bill Lundy (Excused), Todd Robbins (Excused),
City Council Representative Not Present: Vickiy Kozlik Wall (Excused)
Director Present: Michael Fiedorowicz

Call to Order
Meeting called to order by Anne Long at 6:54

Bailey Moment of Inspiration skipped this meeting will resume next meeting
Next Meeting Volunteer: Robin Reva

Approval of Minutes (March 14th 2016)
Anne Long asked if there was any discussion concerning the minutes of the last Board meeting.
It was moved by Reva to accept the LHBM Board minutes from the March 14th 2016 meeting.
Motion seconded by Hiddema.
Motion Carried.

TREASURER'S REPORT – JOAN HIDDEMA
Checking Account Balance: $ 24,141.25
McNeill Endowment Account: $ 13,121.85
South Haven Community Foundations Investment: $ 5,169.25
Museum Dinners:

Thirsty Perch	$210
Phoenix St	$300
Clementine's	$535
Vineyard	$0
Taste	$425
Su Casa	$300

DIRECTOR'S REPORT – MICHAEL FIEDOROWICZ
Liberty Hyde Bailey Museum
Director's Report to the Board of Trustees
April 20, 2016

MANAGEMENT: The meetings with Jennifer White of the Museum Assessment Program went well, we can expect a report in the coming months. She and I discussed issues regarding our archives, library and collections records. We discussed how to proceed with getting assistance. She has been sending information since then. I am considering library and archive interns or practicums. She also sent me a contact for the University of Illinois who handles library studies students.

I have offered a donation of three books for an upcoming fundraising event at St. Basil School, items will be used for an auction.

In the next month I will be ordering new stationary and business cards featuring our new logo. I am going to order the smaller paper for writing notes too. We currently have a few of the

old pads left. I think changing the color on the sign in front of the museum to reflect our new green would be practical too. It would bring the whole new branding package together, I think.

The museum is scheduled to reopen for regular hours on May 4. Our hours will be Wednesday - Saturday, 9:00 a.m. until 4:00 p.m. The fall hours begin September 25, unless the board decides otherwise.

COLLECTIONS & EXHIBITS

The Digital Upgrade Project is going well. For the Bailey's Button's/youth project I have compiled most of the photos to use. I am designing the actual electronic pages and how buttons on the front page will link to other pages. Once I share the final design and make final changes I will send it to the webmaster to upload and we can use it. I expect it to be done in a couple weeks. It has taken more time than I would have liked.

I will begin the final work on the on-line collection and archive when the Bailey's Buttons is done. I want to have images of Bailey's letters and other material available to see on the digital collection page. Many interesting letters have not been scanned or digitized. It will be launched once it is reviewed for data accuracy. More information can be added later, quite easily from Past Perfect, our collections database.

I watched a webinar by the American Alliance of Museums *on The Nuts and Bolts of Managing Digitized Collections*. The webinar discussed copyright, public domain, storing files in different formats among other things. Also the presenters discussed how to back-up and store data.

The announcement for *Firefly: Lines & Colors of Nature, artwork by Victoria Howard* will be mailed within two weeks. The show begins May 13 and will include small paintings and sculptures featuring flowers, insects, and scenes from nature. Promotion will begin this week. *Fruit of their Labor, History of South Haven Horticulture* is coming along nicely.

I have had several inquiries lately. One quite interesting email came from Justin Herbst of Kalamazoo, a descendant of Sara Harrison Bailey's first cousin. He has provided genealogical information about that side of the family and is looking for photos of ancestors. I will be sending more information when I have time. He has quite a bit of information about the Harrison's.

MARKETING, PUBLIC RELATIONS & ADVOCACY Our Earth Day event is April 23, of course. As of April 13 two people are signed up. I have updated our website (blog and header carousel), sent press releases to the Tribune, Gazette and Herald-Palladium, and created two Emma emails to promote it. I also designed some flyers to distribute. It has taken about five hours. Joan has added a Facebook event to promote it. Please 'like' and share it on your Facebook page everyone!

I will begin the next edition of *The Bailey Bulletin* for publication by May 1. The newsletter will feature our new logo in the masthead. It will feature stories about the new logo, the Lawn Boys turf donation, membership renewal, the Bailey's Budding Naturalists (brochure maybe), the Firefly exhibition, and Brown bag lectures. The new format will have more space for copy.

Lotte Resek and I have been discussing a South Haven cultural events website that would promote programs for museums, etc. I am eager to help her and we are cosponsoring a grant request to the Community Foundation that Lotte is writing. Four organizations are very interested: HASH, Foundry, and the Library. Others are cooler to the idea, though I think they may be coming around to participate. The Chamber of Commerce and the Visitors' Bureau do calendars but they don't necessarily include everyone's events and programs all the time. Also their sites promote everything in South Haven--McDonalds to Chamber Music. I hope an Arts

and history focused website would help establish South Haven as a cultural destination and help build our traffic.

GRANTS & DEVELOPEMENT

I am submitting a Community Foundation request for funds to pay for promotion and other expenses of the July and August Brown Bags lectures and educational programs.

Anne Long received a grant from the Coldwell Banker office in South Haven. It will be used to pay for new garden and campus markers, which we have been planning.

COMMENTS:

It was noted that the opening night for the Victoria Howard show was scheduled may 13 initially and that is the night of the Gilmore Concert event in South Haven and due to the conflict the Howard show will open May 14th from 7-9 pm.

There was also some discussion about repainting the Museum sign and change the color to match the new branding style. It was suggested to get input and an estimate from Mike Keefer who did the sign initially, this should also include the idea of a sign to hang beneath the big sign with hours that would be easier to change.

COMMITTEE REPORTS

A. FINANCE- It was brought up at numerous points during our meeting by Hiddema at how positive she is feeling about our financial status, this has been our strongest year yet. Grants have been a big part of the picture as well as having a good working relationship with the City for funding as well as sending workers. The generosity of Lawn Boys and the work that was done by them had a big impact as well. We are having people call us to give us money, i.e. Meryl Green & the Coldwell Banker Grant as well as the Grant available through the Wild Ones. Michael was able to get a raise and David is able to be paid for his valuable work.
Some discussion about our site being available for small rental events with a tent, cleaning out the barn will allow that to be of use for that purpose as well.
Our financial year begins July 1st and our annual membership appeal brings most of its money in during May & June.

B. MARKETING & MEMBERSHIP- Some discussion on the membership letter. The plan is to gather Saturday May 7th at 10 am to stuff and address envelopes. Other brief discussion topics included reciprocity with other museums, Life membership recognition, and changing some of the membership tiers and fees, all to be considered for future conversations.

CONTINUING BUISNESS

A. Membership Committee Report (date needed for mailing) SEE ABOVE

B. April 16th Good Earth Renewal Report- Was a positive event at Nazarene Transformations Spirituality Center, Kalamazoo. John Stempien spoke to a crowd of about 35 (all who bought copies of the Good Earth) Were invited by Jeffery Dick.

C. Nature Trail & Woods Update- Aaron Priebe removed the ash trees that needed to come down and the space is much more open. An area for a tent to be put up is also now roughed out for future outdoor events. There are lots of invasive honeysuckle and autumn olive that are slated to be pulled during the Earth Day celebration Saturday April 23rd. It will then be available to go back to native species plants with

the help of Heather from Wild Ones. The back area can then progress to a healing, restorative, meditative space- discussed as "the Backgrounds, a Sanctuary Trail" There was also some discussion of sculptures and water features to be included. Some discussion of involving the hospital to be involved and donate.

A fundraising event was also brought up by Hiddema, Back Into The Woods -July 21st. Benches can be available for donations. Also possible to have Robin Reva's artwork of Native Flowers to be available.

NEW BUISNESS

A. Earth Day- Planned for this Saturday- lots of interest. David Fenske working with the Mason bees.

FLOOR

Melanie Gleiss- Only concern was in regard to the ABO event with the Chamber but has all been handled great by Joan. Is done in conjunction with the Garden Club who will do food. We will have beer/wine/cider. Museum will look great as the Victoria Howard exhibit will be up. Will also try to have a loop to run on the TV about the museum.

Anne Long- Shared with the board that she received a call from Kathy Wagaman at the Chamber that we have been nominated for an Awards of Excellence, she will work on the necessary paperwork.

Requested a motion be made in regard to the reworked vision & mission statement that was the center of attention to the working session that pre-ceded tonight's meeting. McAlear moved to accept the following Statements:

Vision- The Bailey Museum celebrates Liberty Hyde Bailey's life, work, and legacy.

Mission- The Bailey Museum celebrates the ideals and legacy of Dr. Bailey through the preservation and collecting of vital artifacts, writings and living collections as it relates to land ethic, educational nature study and everyday life.

Seconded by Reva. Motion Carried.

ADJOURNMENT

It was moved by Long to adjourn at 8:02. Seconded by Hiddema. Motion Carried

Next Meeting: Wednesday May 18th at 6:15

Respectfully submitted

Melanie Gleiss LHBM Secretary

Board of Public Utilities

Regular Meeting Minutes

Monday, April 25, 2016
4:00 p.m., DPW Conference Room
1199 8th Avenue

City of South Haven

1. **Call to Order by Burr at 4:00 p.m.**

2. **Roll Call**

   Present: Mike Henry, Alan Overhiser (ex-officio), Bill Roberts, Ross Stein (ex-officio), Barry Winkel, Bob Burr. Barbara Rose (ex-officio) – 4:17 p.m.

   Absent: Bob Stickland

   Also present: Roger Huff, Department of Public Works Director; Larry Halberstadt, City Engineer

3. **Approval of Agenda**

   Motion by Winkel, second by Roberts to approve the April 25, 2016 Regular Meeting Agenda as presented.

   All in favor. Motion carried.

4. **Approval of Minutes for the Record**
   A. March 28, 2016 Regular Meeting Minutes

   Motion by Henry, second by Roberts to accept the March 28, 2016 Regular Meeting Minutes, as corrected, for the record.

   - On page five, last paragraph, second line; replace the words “a year” with “total”.

   All in favor. Motion carried.

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

   None at this time.

REPORTS

6. Cost of Energy from Indiana-Michigan Power Company (AEP)

A. 2016 Billings – All Charges
B. 2015 Billings – All Charges

Halberstadt reviewed the cost of energy from Indiana-Michigan Power Company (AEP).

In response to a question by Burr, Halberstadt will find out what the numbers on the bottom left of page 13 indicate.

Burr asked about the numbers on the Electric sales noting, "We sold $450,000 and have $1M overage on sales? How do we figure we're going to make that much in sales? Where is the other $1M going to come from?" Discussion ensued regarding how expenses are paid, on a 4-week or 6-week month? Burr will ask tonight at the budget meeting before the budget is approved. Overhiser commented on depreciation dollars being included in that figure, as cash.

7. **Financial Reports**

A. Electric Fund – Financial Statement

B. Electric Fund – Review of Percentage Billed

Discussion ensued regarding the clean up on the Overton site; when it will be starting; how much electric they expect to use.

C. Water Fund – Financial Statement

D. Water Fund – Review of Percentage Billed

Burr noted that the state passed a law requiring us to budget for depreciation, so we may have to address that. Burr said depreciation has to be shown as an expense, in response to a question by Roberts. Halberstadt pointed out that the budget currently includes a line item for depreciation. Discussion ensued regarding what is funded by the SAW Grant with Halberstadt noting that staff needs to start moving into getting sewer televising done and assigning a condition rating to all of the sewers. Huff noted that information about criticality of the asset (how many customers would be out if this sewer fails) will be needed before the rate consultant can do his work.

E. Sewer Fund – Financial Statement

Burr noted that it would be good to get started on bonds as the rates are supposed to start rising.

8. Quarterly Outage Report

Roberts questioned the matching of the graphs and maps. Halberstadt will ask Bosscher to look at the maps and explain why the numbers don't match.

NEW BUSINESS

9. Board will be requested to review Electric System Capital Improvements for the 2016-17 fiscal year.

Halberstadt explained that three of the upcoming sewer/road projects will include electrical projects; North Shore Drive will need poles moved back to allow parking on both sides of the street; Monroe Boulevard will have overhead electric and poles relocated due to roadway widening and the overhead electric which extends from Dunkley and Dunkley along the entrance roadway in Black River Park will be moved underground. In addition, the plan is to move forward with four projects from the 5 year plan prepared by GRP Engineeing, Inc.:

Project Number	Project Location/Description	Estimated Cost
108	14th Avenue Rebuild Overhead (76th Ave to 77th Ave)	$84,000
110	Kalamazoo St Rebuild Overhead (south of Lovejoy)	$51,000
111 & 112	Capacitor Banks	$24,500
113	LeGrange & Phillips Rebuild Overhead	$232,500

The proposed capital improvements for the fiscal year have a total estimated cost of $1,175,000, including engineering fees.

In response to a question regarding North Shore drive pole relocation Halberstadt explained that the pole line is on the east side while the poles on the west side are mostly light poles or service drop poles; we want to go underground as much as possible to open up the view. Discussion ensued about converting private services to underground, probably at the expense of the city. Halberstadt noted the intent is to eliminate overhead crossing as much as possible. Roberts asked whether the energy efficiency dollars can be used to purchase the LED Cobra lighting. Burr explained how the street lighting costs are calculated. Halberstadt noted that the street lights are not paying anything for energy efficiency right now so would not be eligible for energy efficiency money.

Discussion ensued regarding GRP being the city's approved contractor for the doing the study and being contracted to do the electrical work.

In response to a question about whether these projects are considered core electric upgrades, Halberstadt explained this is relocation of primary in the right-of-way; everything will be new, no material will be re-used.

Motion by Henry, second by Roberts to recommend that City Council award the engineering services to GRP Engineering, Inc. for the six projects noted below.

Project	Engineering Services Proposal
North Shore Drive	$37,000
Monroe Boulevard	$14,000
14th Avenue	$11,000
Kalamazoo Street	$6,000
Capacitor Banks	$4,500
LeGrange & Phillips	$27,500

All in favor. Motion carried.

10. City Engineer Comments

May meeting is scheduled for Monday, May 23 to avoid conflict with Memorial Day. Farewell to DPW Director Roger Huff.

11. Board Member Comments

There were no comments.

12. Adjourn

Motion by Henry, second by Winkel to adjourn at 4:45 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

City of South Haven

Department of Public Works

DPW Building • 1199 8th Ave • South Haven, Michigan 49090
Telephone (269) 637-0737 • Fax (269) 637-4778

MEMORANDUM

To: Brian Dissette, City Manager

From: Larry Halberstadt, PE, City Engineer

Date: June 6, 2016

RE: Kalamazoo Street Reconstruction, Phase 3

Background Information

In 2012, the City started reconstruction efforts on Kalamazoo Street. The total project limits for reconstruction extend from Lovejoy Avenue on the south end to Clinton Street on the north end. To date, two phases have been completed, each approximately 4 blocks in length. Work started at the downstream end (Clinton Street) and has progressed south to Elkenburg Street.

Once fully completed, the project will provide an improved discharge for sewer outflow from the Indian Grove Lift Station. In addition, the overall project provides increased sewer capacity to permit the redevelopment of the former Bohn Aluminum property at 220 Aylworth Avenue. Redevelopment of this lot has been restricted in the past due to insufficient sewer capacity. The project also provides the opportunity for the City to improve the roadway and drainage, as well as water and sewer services to customers along the route of construction.

Phase 3 was initially intended to be constructed in summer of 2014. However, this phase was delayed and funds were allocated to the Dyckman Avenue Reconstruction project during the winter of 2014-15. The budget for the current fiscal year includes funding for Phase 3 of Kalamazoo Street.

Bid documents for Phase 3 are now complete and bids were received on April 12. Phase 3 will extend for 5 blocks from Aylworth Avenue to Elkenburg Street. The project includes installation of new 15 inch diameter sanitary sewer, 12 inch diameter water main, 12 and 15 inch diameter storm sewers, and reconstruction of the roadway with an asphalt surface, including curb and gutter. New driveway approaches and sidewalk will also be constructed.

The low bid received was from Kalin Construction Company in the amount of $1,393,217.60. This amount is slightly more than the engineer's opinion of probable construction cost.

Project construction is tentatively scheduled to start in mid-June with substantial completion at the end of September.

City staff has already held two open houses for this project, both of which were lightly attended. In addition, detailed information regarding the project was mailed to all properties near the project limits.

Special Assessment District

The City has historically set up special assessment districts for reconstruction of water mains and sanitary sewers. Special assessments have been levied for 25% of the construction cost of each utility. Only existing customers connected to the main being reconstructed are special assessed. The total amount of the special assessment is distributed to the existing customers based on a Residential Equivalent Unit (REU) basis. This project will serve a total of 19.0 water REUs and 19.0 sewer REUs. Utilizing the formula noted above, the special assessment would be $4,169.91 per REU for water and $2,179.19 for sewer.

Staff also reviewed the special assessment amounts levied with the first two phases of the Kalamazoo Street project. The average special assessment for water for the first two phases was $2,333.69 per REU and the average special assessment for sewer was $1,310.96 per REU. The amounts per REU for phase 3 are notably higher because the project has a larger scope (5 blocks instead of 4 blocks) and because there are fewer customers connected within the limits of phase 3. It is recommended that the special assessments for phase 3 be set at the average of the special assessments for phase 1 and 2, noted above. The City elected to build this project in phases in order to complete phases 1, 2, and 3 without taking on any debt. The phasing of the project is the reason that the special assessments for phase 3 are significantly higher than phase 1 and 2.

Chapter 72 of the Code of Ordinances defines the process that must be followed to establish a special assessment district. This process must be completed prior to the start of construction. The process requires two public hearing and a series of resolutions. If City Council desires to proceed with Kalamazoo Street Reconstruction, Phase 3, the approval process would include the following steps:

May 2, 2016 Regular City Council Meeting:

- Adopt 1st resolution (the 1st resolution declares intent, designates the district boundary, and schedules a public hearing).

May 16, 2016 Regular City Council Meeting:

- Conduct 1st public hearing.
- Adopt 2nd and 3rd resolutions (together, the 2nd and 3rd resolutions approve the plans and cost estimate, confirm the district boundary, present the roll, and schedule a 2nd public hearing).

June 6, 2016 Regular City Council Meeting:

- Conduct 2nd public hearing.
- Adopt 4th resolution (the 4th resolution confirms the roll and establishes the number of installments and interest rate for repayment.).
- Award Construction Contract.

Bid Results

On April 12, 2016, the City received and opened three bids for this project. The low bid received was from Kalin Construction Company in the amount of $1,393,217.60. Kalin has successfully completed various projects for the City in recent years including Kalamazoo Street Reconstruction, Phase 1 and Dyckman Avenue Reconstruction.

Recommendation

City Council should take the following action at their June 6, 2016 regular meeting:

- Conduct a public hearing to consider any objections to the proposed Special Assessment Roll 201601.
- Consider Resolution 2016-34: Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment
- Award the Construction Contract to Kalin Construction Company, Inc. of Sodus, Michigan in the amount of $1,393,217.60.

Attachments

Kalamazoo Street Reconstruction, Phase 3 - Drawings
Kalamazoo Street Reconstruction, Phase 3 - Bid Tabulation
Resolution 2016-34

KALAMAZOO STREET RECONSTRUCTION PHASE 3

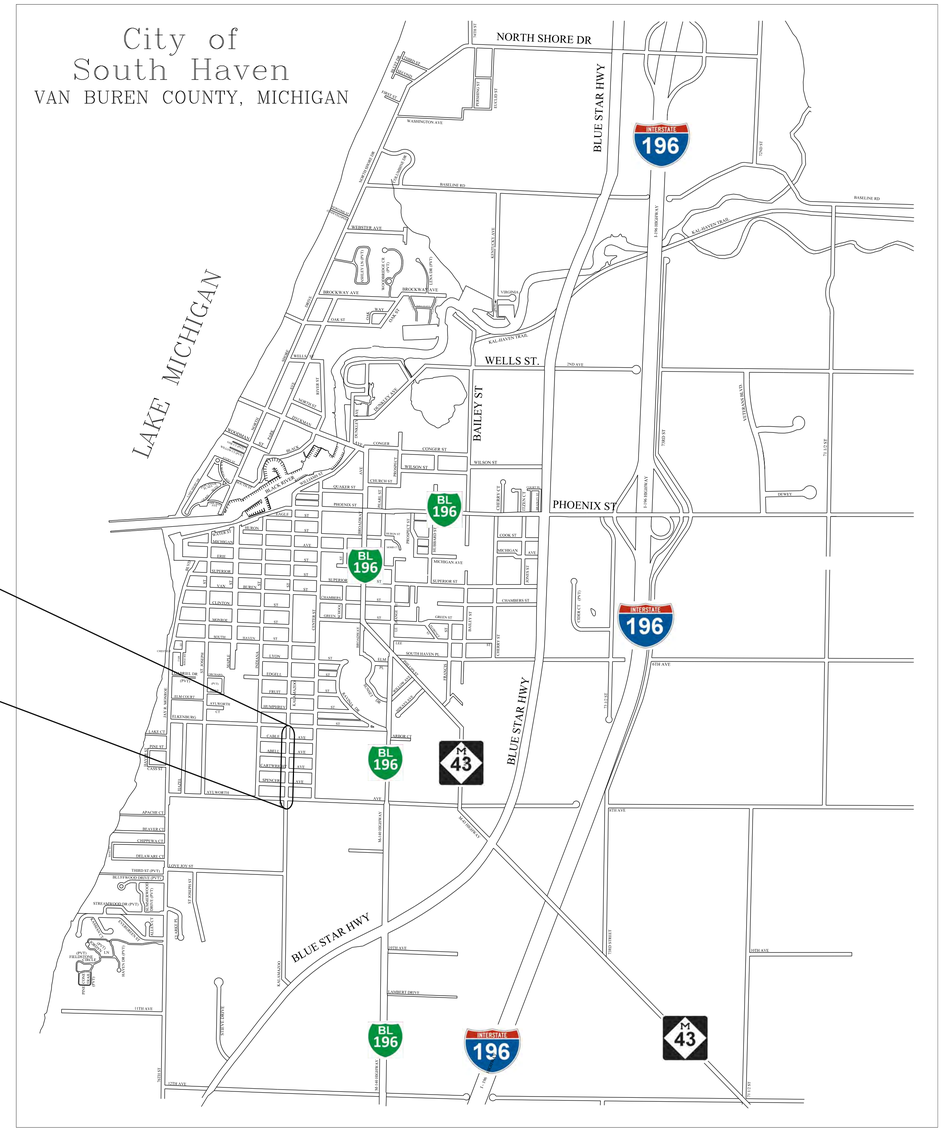
FROM AYLWORTH AVENUE TO ELKENBURG STREET

INDEX OF PLAN SHEETS

SHEET 1 OF 20	TITLE SHEET
SHEET 2 OF 20	TYPICAL SECTIONS & DETAILS
SHEET 3 OF 20	REMOVALS
SHEET 4 OF 20	REMOVALS
SHEET 5 OF 20	REMOVALS
SHEET 6 OF 20	UTILITIES PLAN & PROFILE
SHEET 7 OF 20	UTILITIES PLAN & PROFILE
SHEET 8 OF 20	UTILITIES PLAN & PROFILE
SHEET 9 OF 20	UTILITIES PLAN & PROFILE
SHEET 10 OF 20	UTILITIES PLAN & PROFILE
SHEET 11 OF 20	UTILITIES PLAN & PROFILE
SHEET 12 OF 20	SANITARY SEWER BYPASS PUMPING
SHEET 13 OF 20	SOIL EROSION & SEDIMENTATION CONTROLS
SHEET 14 OF 20	TEMPORARY TRAFFIC CONTROLS
SHEET 15 OF 20	TRAFFIC SIGNS & PAVEMENT MARKINGS
SHEET 16 OF 20	INTERSECTION PAVEMENT GRADING
SHEET 17 OF 20	INTERSECTION PAVEMENT GRADING
SHEET 18 OF 20	INTERSECTION PAVEMENT GRADING
SHEET 19 OF 20	INTERSECTION PAVEMENT GRADING
SHEET 20 OF 20	INTERSECTION PAVEMENT GRADING

MDOT STANDARD PLANS

R-28-I	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
R-29-I	DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALK
R-30-G	CONCRETE CURB AND CONCRETE CURB & GUTTER
R-96-E	SOIL EROSION & SEDIMENTATION CONTROL MEASURES
R-100-H	SEEDING & TREE PLANTING



UTILITY COMPANY CONTACTS

WATER, SEWER & ELECTRIC	CITY OF SOUTH HAVEN PUBLIC WORKS 1199 8TH ST. SOUTH HAVEN, MI 49099-1499 (269) 637-0737
CABLE TV	COMCAST 11921 E. M89 RICHLAND, MI 49083 (269) 209-9908 JOE SCHOPF
TELEPHONE	FRONTIER COMMUNICATIONS 601 N. US 131 THREE RIVERS, MI 49093 (269) 273-0383 SCOTT MACFARLANE
NATURAL GAS	MICHIGAN GAS UTILITIES 711 STARLITE DRIVE BENTON HARBOR, MI 49022 (269) 927-5531 SCOTT PURUCKER
INTERNET	BLOOMINGDALE COMMUNICATIONS PO BOX 187 101 W. KALAMAZOO STREET BLOOMINGDALE, MI 49026 (269) 521-7300 DAN KEY

WORK DESCRIPTION:

THE WORK OF THIS CONTRACT INCLUDES SANITARY SEWER, STORM SEWER, WATERMAIN, EXCAVATION, SUBBASE, AGGREGATE BASE, CONCRETE CURB & GUTTER, HMA PAVING, CONCRETE SIDEWALK AND DRIVEWAYS, TRAFFIC SIGNS, PAVEMENT MARKINGS, TURF RESTORATION, AND MISCELLANEOUS IMPROVEMENTS.

CITY MANAGER APPROVAL:

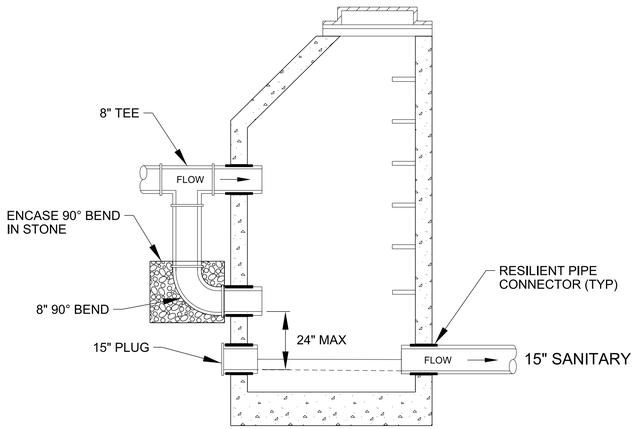
BRIAN DISSETTE
CITY MANAGER

DATE

NOT VALID FOR CONSTRUCTION WITHOUT SIGNATURE

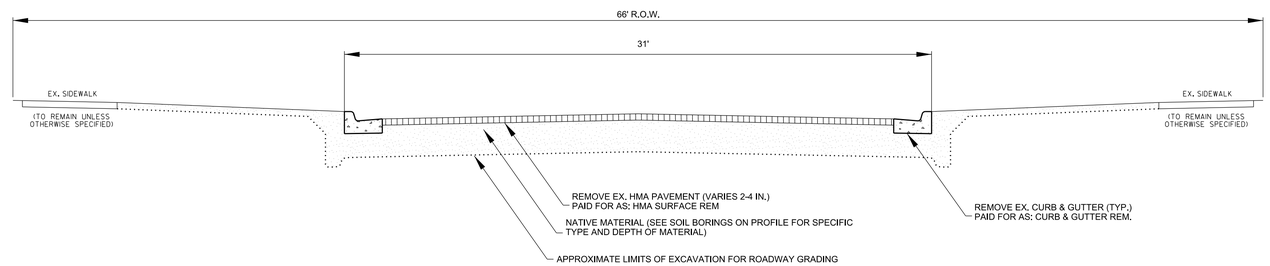
PLAN REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	ISSUED FOR BIDDING	2/05/2016

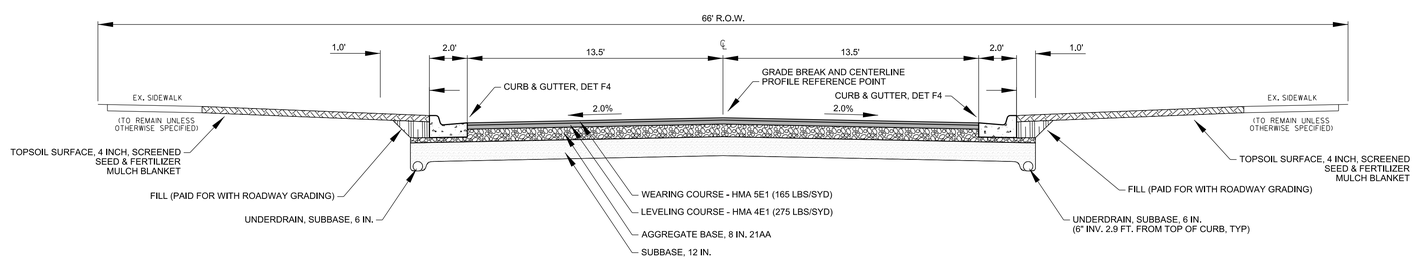


OUTSIDE DROP DETAIL FOR SANITARY MH #1128
(STATION 25+80)

EXISTING CROSS SECTION
1IN. = 4FT.
P.O.B. (STA 25+50) TO P.O.E. (STA 39+13)



PROPOSED CROSS SECTION
1IN. = 4FT.
P.O.B. (STA 25+50) TO P.O.E. (STA 39+13)



South Haven

Department of Public Works
1199 8th Avenue
South Haven, MI 49090
269-637-0737

City of South Haven
Van Buren County, Michigan

KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 2 OF 20

TYPICAL
SECTIONS
& DETAILS

$$time&& $$user&&
$$dgnpath&&

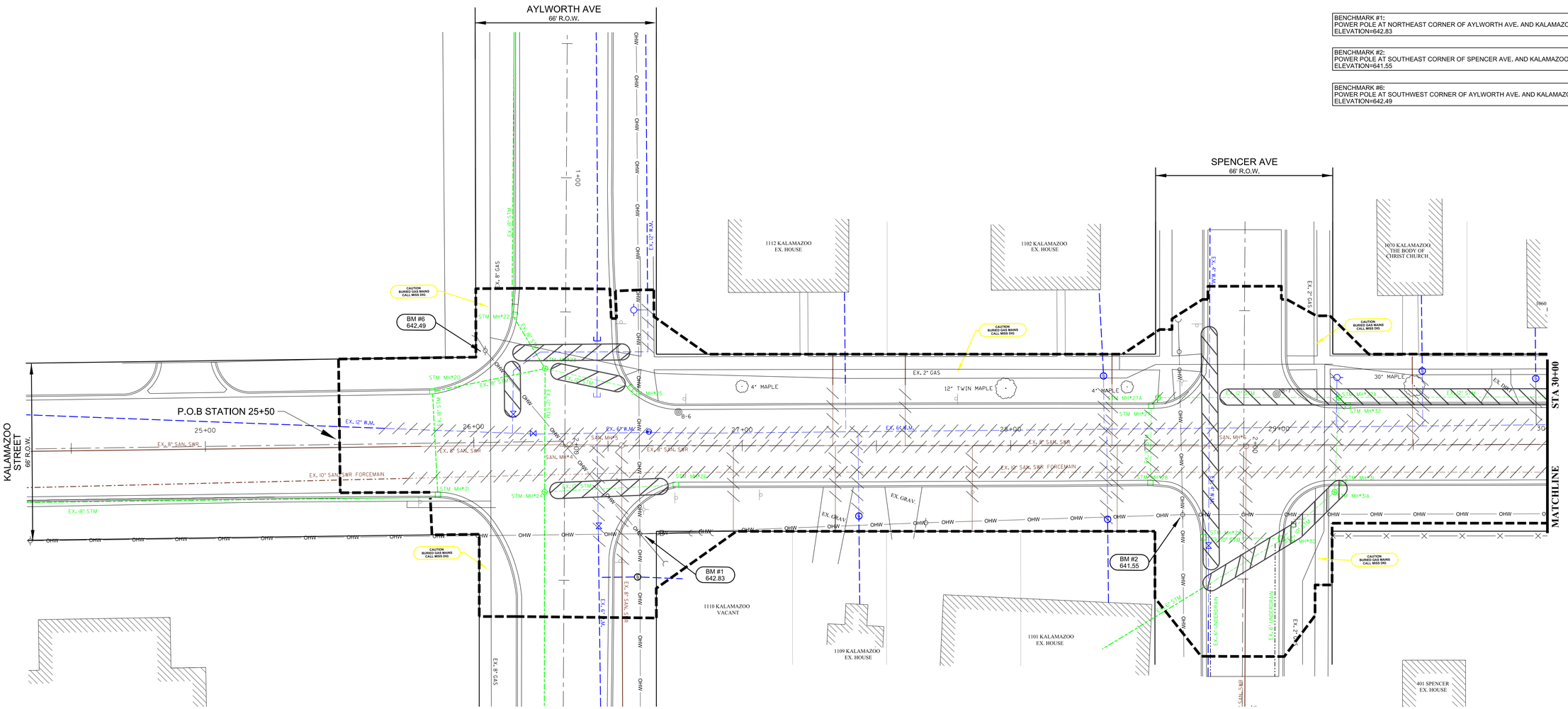
N

SCALE: 1"=20'

BENCHMARK #1:
POWER POLE AT NORTHEAST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.83

BENCHMARK #2:
POWER POLE AT SOUTHEAST CORNER OF SPENCER AVE. AND KALAMAZOO ST.
ELEVATION=641.55

BENCHMARK #6:
POWER POLE AT SOUTHWEST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.49



PAY ITEM UTILITY LINE REMOVALS

NON-PAY ITEM UTILITY LINE REMOVALS

REMOVAL LIMITS - REMOVE ALL PAVEMENT, CURB, SIDEWALK AND DRIVEWAYS REGARDLESS OF MATERIAL WITHIN THIS AREA

TREE SIZES SHOWN ON PLANS ARE APPROXIMATE. BIDDERS ARE RESPONSIBLE TO FIELD VERIFY ACTUAL SIZES. TREE REMOVAL SIZES SHALL BE MEASURED FOR PAYMENT ACCORDING TO THE SIZES SHOWN ON PLANS.

TREES SMALLER THAN 6 IN. DIAMETER WITHIN REMOVAL LIMITS SHALL BE REMOVED AS NON-PAY ITEM WORK.

EX. SANITARY SEWER STRUCTURES

SAN. MH #3
RIM=640.22
8" INV N&S=633.42

SAN. MH #4
RIM=640.87
8" INV N&S=632.27

SAN. MH #5
RIM=640.80
8" INV N,S,&E=632.10

SAN. MH #6
RIM=639.89
8" INV E=631.34
8" INV N=631.03
8" INV S=631.14

SAN. MH #8
RIM=640.42
8" INV E=630.00
8" INV N=629.80
8" INV S=629.82
8" INV W=629.77

EX. STORM SEWER STRUCTURES

STM MH #20
RIM=640.49
18" INV N&E=630.62

STM MH #21
RIM=640.43
18" INV S&W=630.86

STM MH #22
RIM=640.22
18" INV NE&W=630.36

STM MH #23
RIM=640.65
18" INV S&SW=630.50
12" INV E=630.50
12" INV N=633.25

STM MH #24
RIM=640.88
12" INV E=633.28
12" INV N=633.18
12" INV W=631.13

STM MH #25
RIM=640.38
12" INV SW=634.18

STM MH #26
RIM=640.70
12" INV S=634.72

STM MH #27
RIM=639.45
10" INV E=635.15
10" INV NW=635.15

STM MH #27A
RIM= BURIED

STM MH #28
RIM=639.40
10" INV W=635.10

STM MH #29
RIM=639.59
10" INV N=635.89

STM MH #30
RIM=639.64
10" INV S=635.54
6" INV SE=637.54
10" INV NW=635.29

STM MH #31
RIM=639.32
10" INV SE=636.62

STM MH #31A
RIM=639.83
10" INV SE=635.23
10" INV W=635.18
8" INV NW=636.28

STM MH #32
RIM=639.42
10" INV SW=636.32

STM MH #32A
RIM=639.31
12" INV N=634.66
12" INV S=634.84
10" INV E=634.88
8" INV NE=635.85

STM MH #33A
RIM=639.62
10" INV W=633.94
15" INV NW=634.21
12" INV S=634.25
8" INV SE=636.72

South Haven

Department of Public Works
1199 8th Avenue
South Haven, MI 49090
269-637-0737

City of South Haven

Van Buren County, Michigan

KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 3 OF 20

REMOVALS

$$time&& $$user&&
$$dgnpath&&

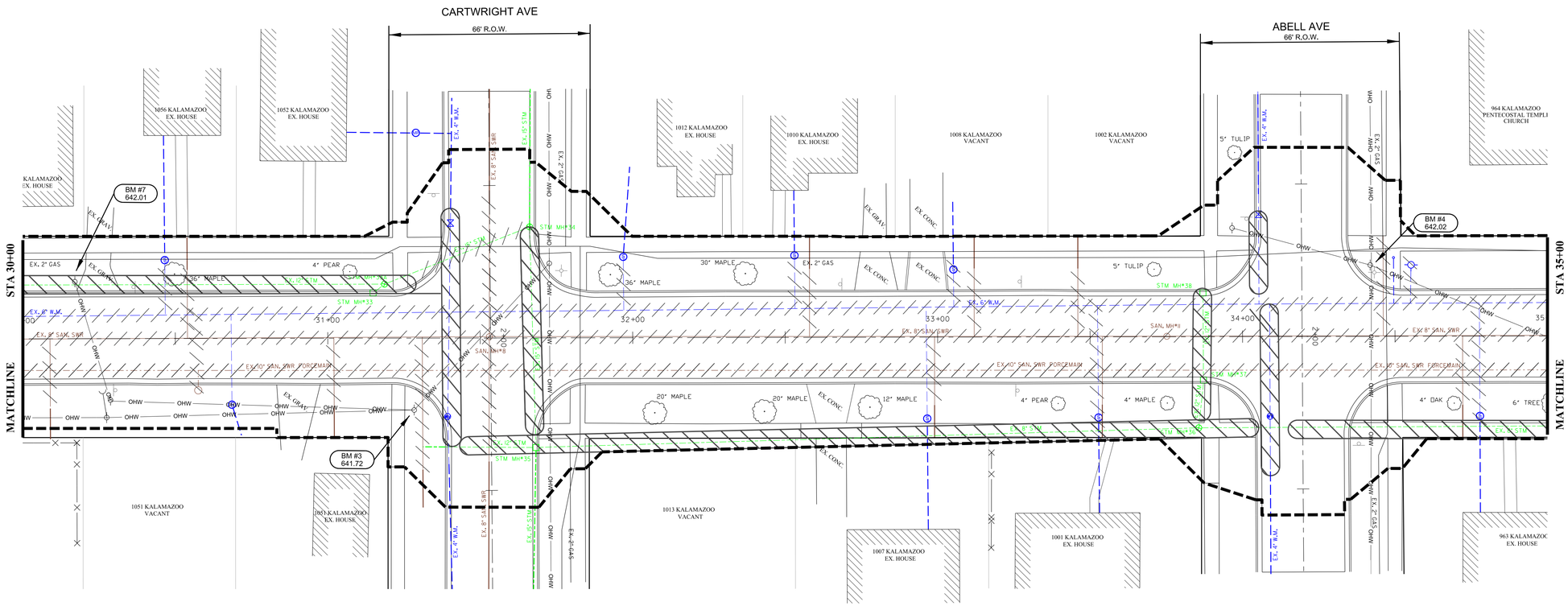
N

SCALE: 1"=20'

BENCHMARK #3:
POWER POLE AT NORTHEAST CORNER OF CARTWRIGHT AVE. AND KALAMAZOO ST.
ELEVATION=641.76

BENCHMARK #4:
POWER POLE AT NORTHWEST CORNER OF ABELL AVE. AND KALAMAZOO ST.
ELEVATION=642.02

BENCHMARK #7:
POWER POLE AT STATION 30+17 WEST SIDE OF KALAMAZOO ST.
BETWEEN SPENCER AVE. AND CARTWRIGHT AVE.
ELEVATION=642.02



PAY ITEM UTILITY LINE REMOVALS

NON-PAY ITEM UTILITY LINE REMOVALS

REMOVAL LIMITS - REMOVE ALL PAVEMENT, CURB, SIDEWALK AND DRIVEWAYS REGARDLESS OF MATERIAL WITHIN THIS AREA

TREE SIZES SHOWN ON PLANS ARE APPROXIMATE. BIDDERS ARE RESPONSIBLE TO FIELD VERIFY ACTUAL SIZES. TREE REMOVAL SIZES SHALL BE MEASURED FOR PAYMENT ACCORDING TO THE SIZES SHOWN ON PLANS.

TREES SMALLER THAN 6 IN. DIAMETER WITHIN REMOVAL LIMITS SHALL BE REMOVED AS NON-PAY ITEM WORK.

EX. SANITARY SEWER STRUCTURES

SAN. MH #8
RIM=640.42
8" INV E=630.00
8" INV N=629.80
8" INV S=629.82
8" INV W=629.77

SAN. MH #11
RIM=640.39
8" INV N=633.33
8" INV S=633.19

EX. STORM SEWER STRUCTURES

STM MH #33
RIM=639.86
15" INV NW=636.36

STM MH #33A
RIM=639.62
10" INV W=633.94
15" INV NW=634.21
12" INV S=634.25
8" INV SE=636.72I

STM MH #34
RIM=640.60
15" INV E=633.75
15" INV W=633.70
15" INV SE=634.05

STM MH #35
RIM=639.85
15" INV E=634.15
15" INV W=634.15
12" INV S=634.15
8" INV N=634.75

STM MH #36
RIM=640.93
8" INV N=635.93
12" INV W=636.33
8" INV S=635.78

STM MH #36
RIM=640.93
8" INV N=635.93
12" INV W=636.33
8" INV S=635.78

STM MH #37
RIM=640.04
12" INV E=637.04
12" INV W=637.04

STM MH #38
RIM=639.91
12" INV E=637.21

STM MH #39
RIM=640.24
10" INV E=637.04
8" INV W=636.99
8" INV S=636.89
8" INV N=636.99

South Haven

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1199 8th Avenue
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City of South Haven

Van Buren County, Michigan

KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 4 OF 20

REMOVALS

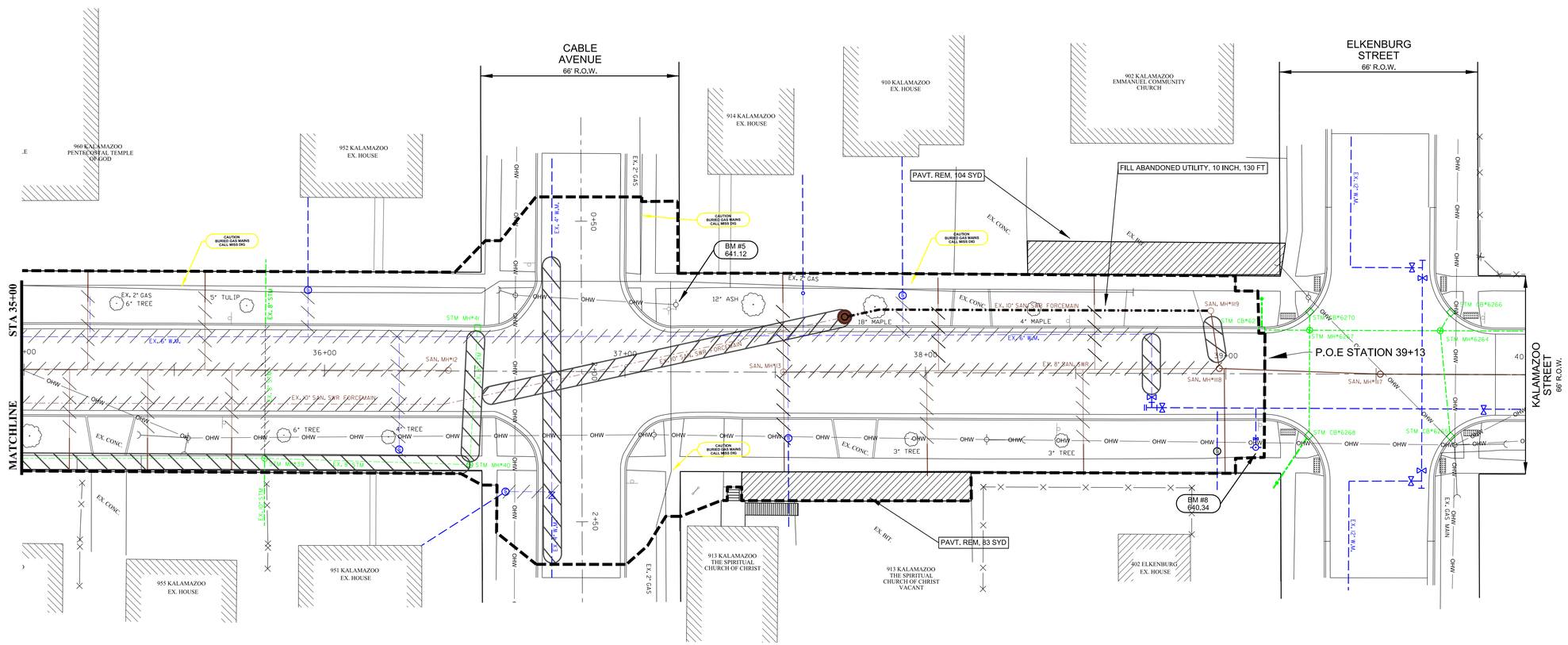
$$time&& $$user&&
$$dgnpath&&

N

SCALE: 1"=20'

BENCHMARK #5:
POWER POLE AT NORTHWEST CORNER OF CABLE AVE. AND KALAMAZOO ST.
ELEVATION=641.12

BENCHMARK #8:
SOUTHEAST FLANGE BOLT ON HYDRANT AT SOUTHEAST CORNER OF ELKENBURG ST. AND KALAMAZOO ST.
ELEVATION=640.34



PAY ITEM UTILITY LINE REMOVALS

NON-PAY ITEM UTILITY LINE REMOVALS

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TREES SMALLER THAN 6 IN. DIAMETER WITHIN REMOVAL LIMITS SHALL BE REMOVED AS NON-PAY ITEM WORK.

EX. SANITARY SEWER STRUCTURES

SAN. MH #118
RIM 638.23
15" INV N= 621.25
15" INV S= 621.35
15" INV W= 629.73
8" INV S= 629.63

SAN MH #119
RIM 639.15
10" INV S= 630.63
15" INV E= 630.29

SAN. MH #12
RIM=639.49
8" INV S=634.19

SAN. MH #13
RIM=639.13
8" INV N=631.65
8" INV E=631.69
8" INV W=631.68

EX. STORM SEWER STRUCTURES

STM MH #6271
RIM=637.70
15" INV N=631.55

STM MH #36
RIM=640.93
8" INV N=635.93
12" INV W=636.93
8" INV S=635.78

STM MH #37
RIM=640.04
12" INV E=637.04
12" INV W=637.04

STM MH #38
RIM=639.91
12" INV E=637.21

STM MH #39
RIM=640.24
10" INV E=637.04
8" INV W=636.99
8" INV S=636.89
8" INV N=636.99

STM MH #40
RIM=639.76
8" INV S=636.76
8" INV W=636.96

STM MH #41
RIM=639.02
8" INV E=636.72

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PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
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SHEET 5 OF 20

REMOVALS

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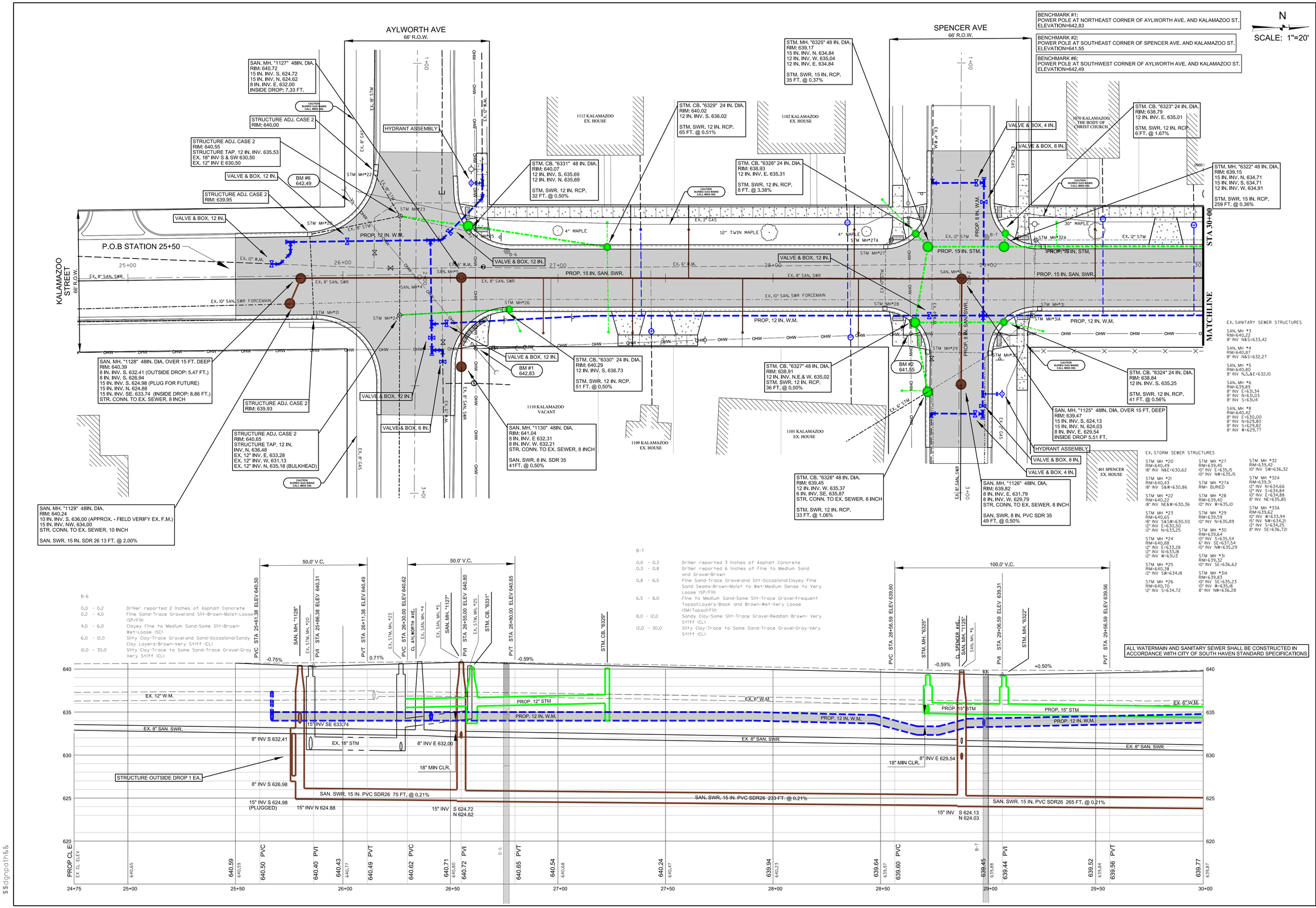

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SHEET 6 OF 20

UTILITIES PLAN AND PROFILE

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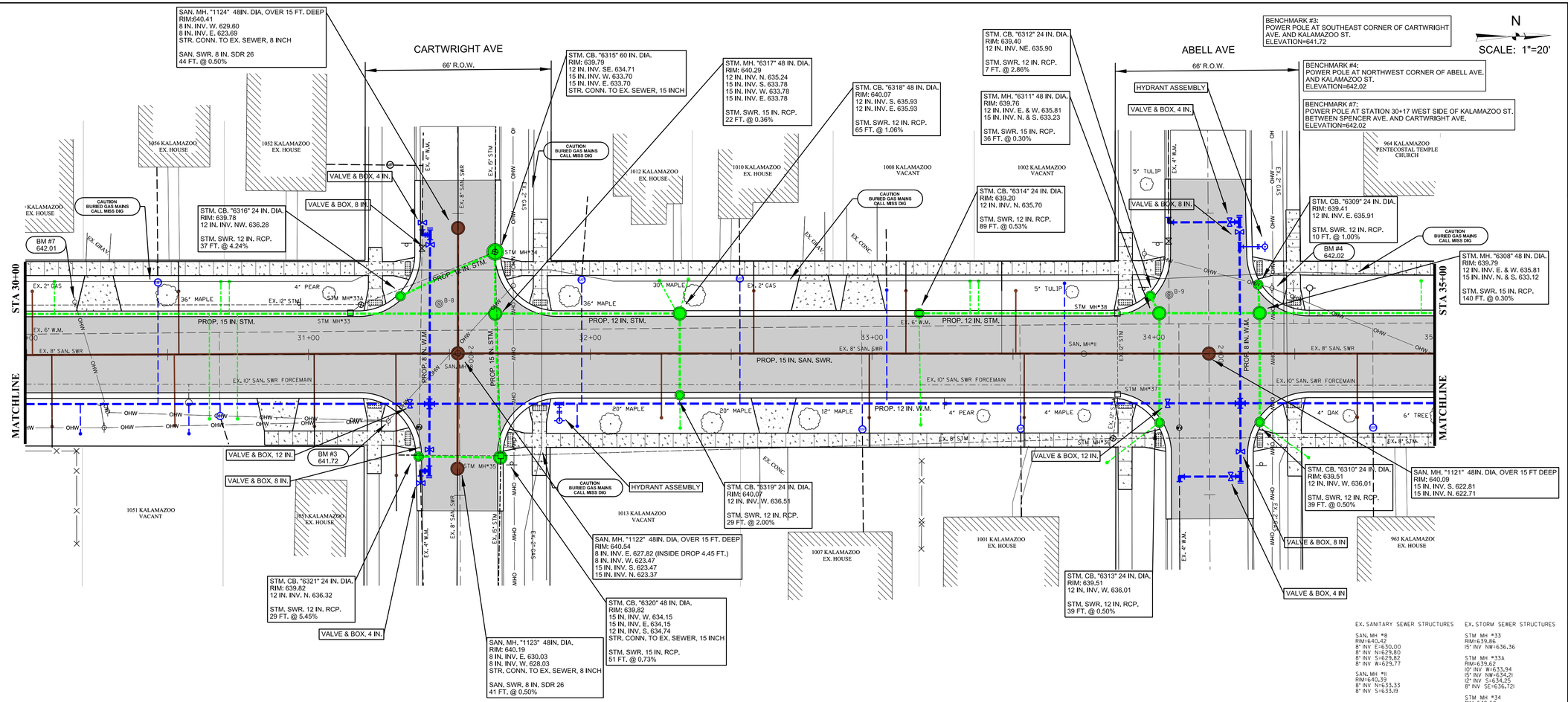

ALL WATERMAIN AND SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF SOUTH HAVEN STANDARD SPECIFICATIONS

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SHEET 7 OF 20

UTILITIES PLAN AND PROFILE

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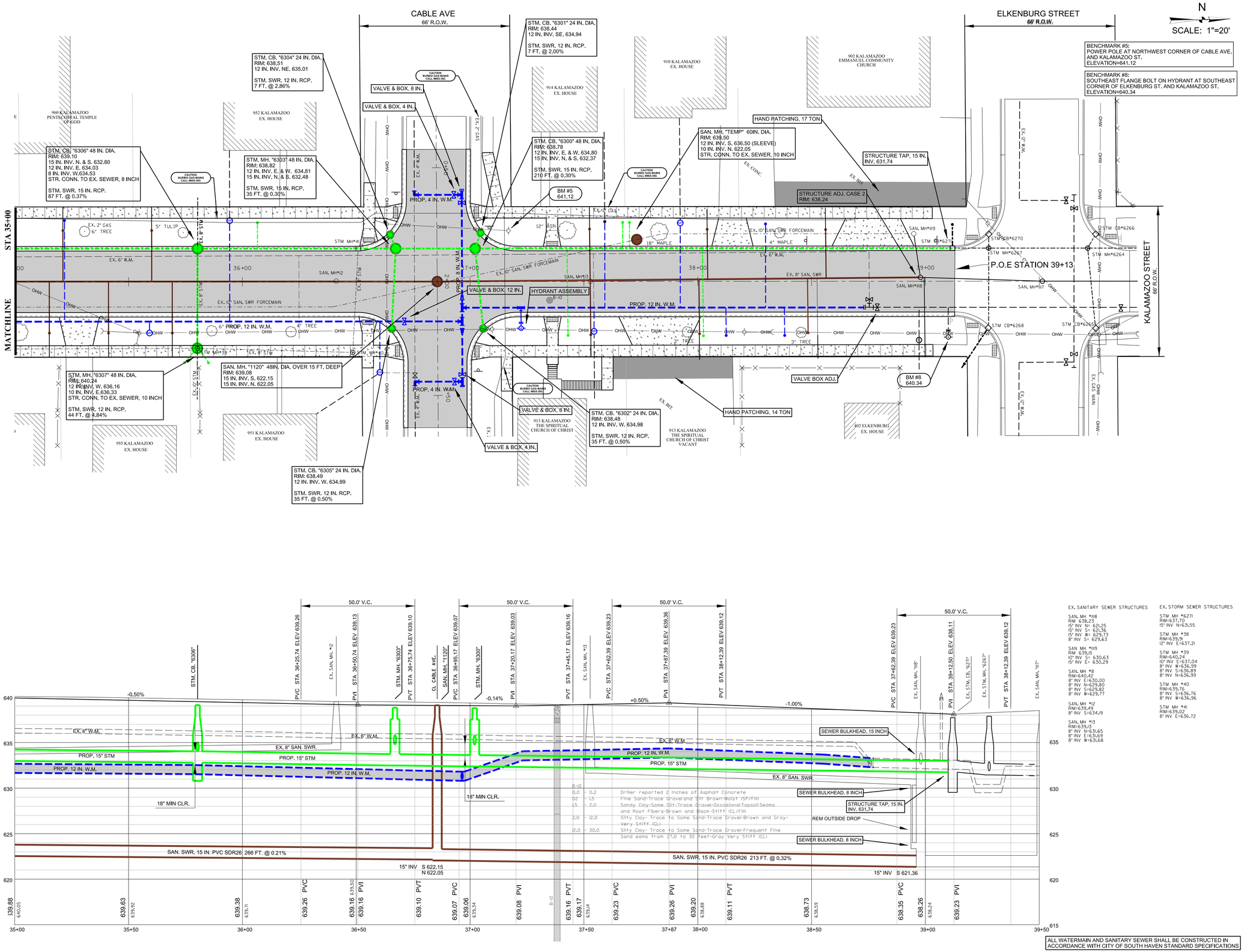

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PHASE 3 - AYLWORTH TO ELKENBURG

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SHEET 8 OF 20

UTILITIES
PLAN AND
PROFILE

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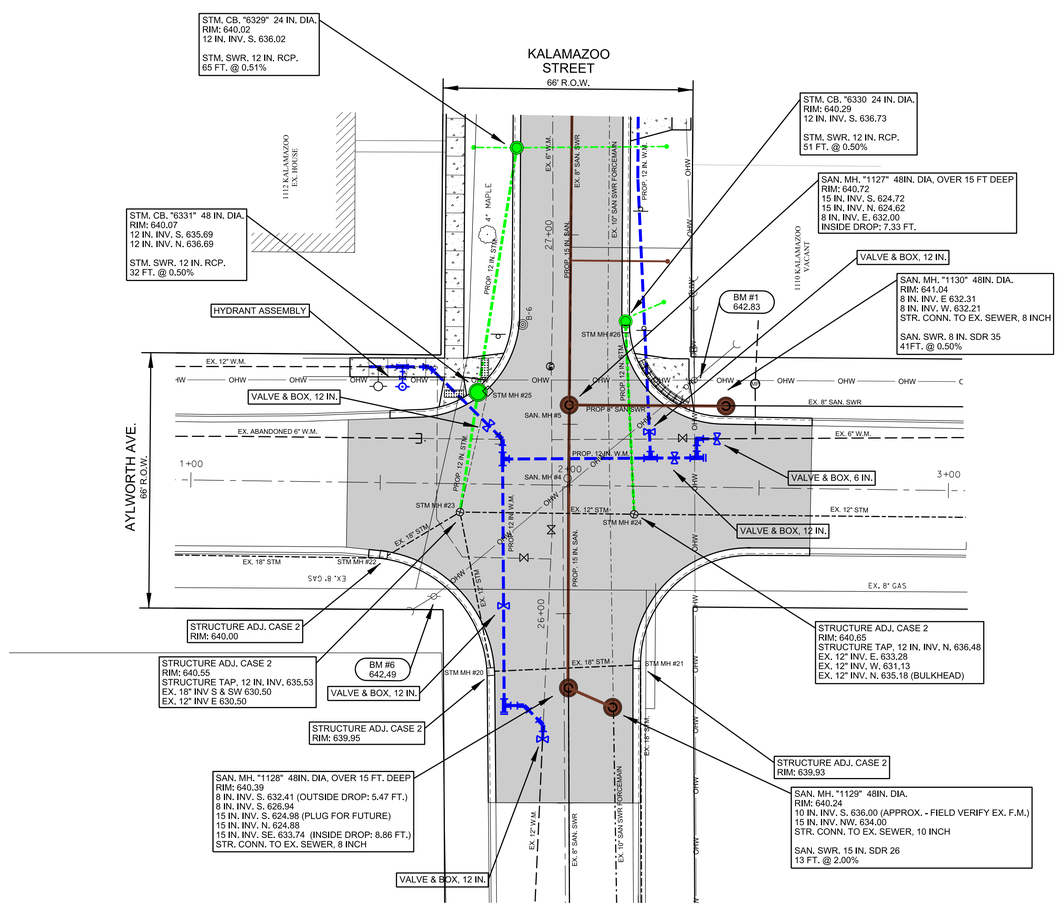

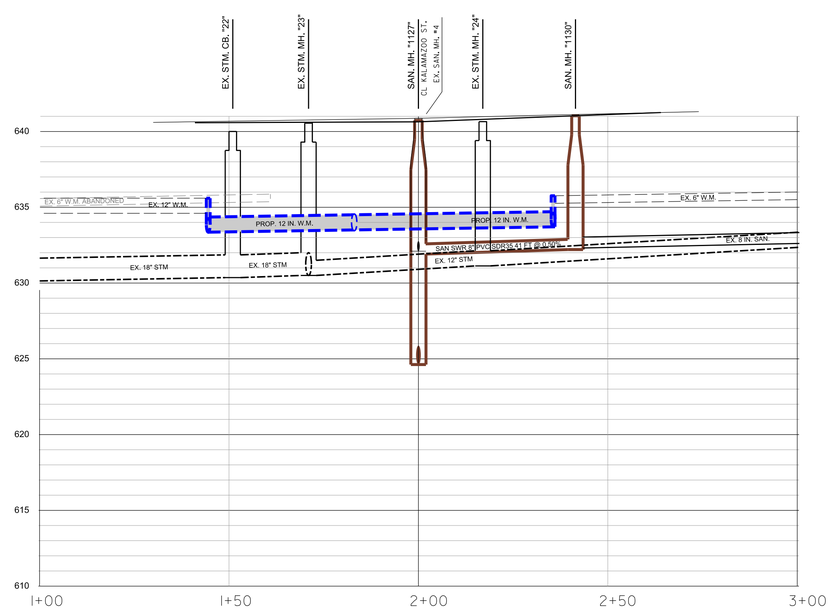

AYLWORTH AVE.

N

SCALE: 1"=20'

BENCHMARK #1:
POWER POLE AT NORTHEAST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.83

BENCHMARK #6:
POWER POLE AT SOUTHWEST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.49

EX. STORM SEWER STRUCTURES

STM MH #20
RIM=640.49
18" INV N&E=630.62

STM MH #21
RIM=640.43
18" INV S&W=630.86

STM MH #22
RIM=640.22
18" INV NE&W=630.36

STM MH #23
RIM=640.65
18" INV S&SW=630.50
12" INV E=630.50
12" INV N=633.25

STM MH #24
RIM=640.88
12" INV E=633.28
12" INV N=633.18
12" INV W=631.13

STM MH #25
RIM=640.38
12" INV SW=634.18

STM MH #26
RIM=640.70
12" INV S=634.72

EX. SANITARY SEWER STRUCTURES

SAN. MH #4
RIM=640.87
8" INV N&S=632.27

SAN. MH #5
RIM=640.80
8" INV N.S.&E=632.10

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Van Buren County, Michigan

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SHEET 9 OF 20

UTILITIES PLAN AND PROFILE

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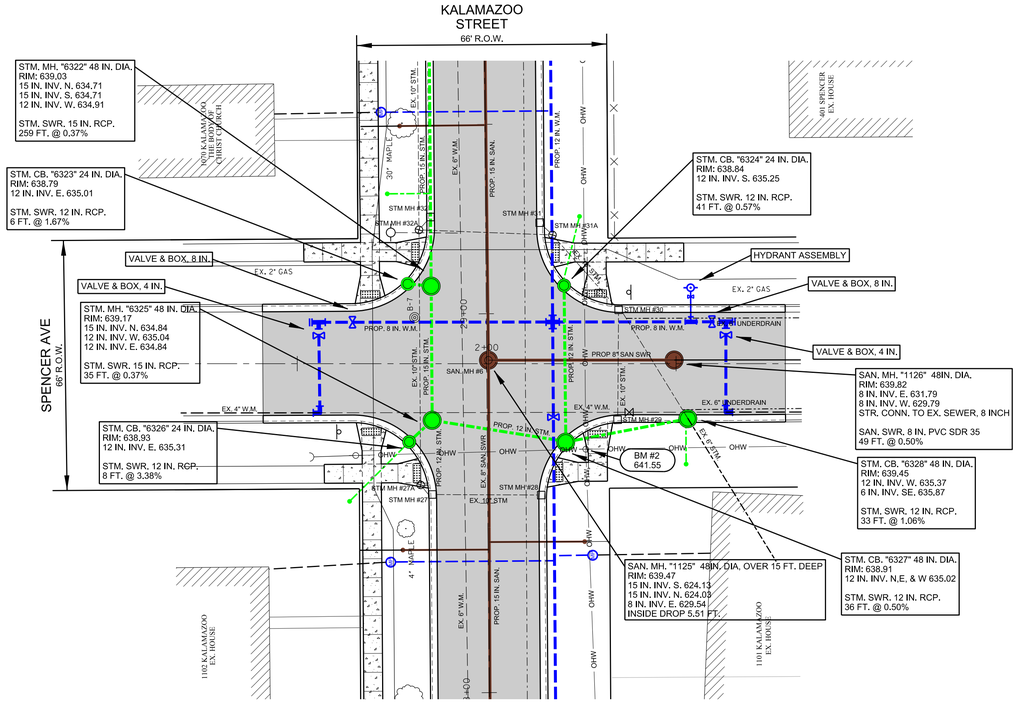
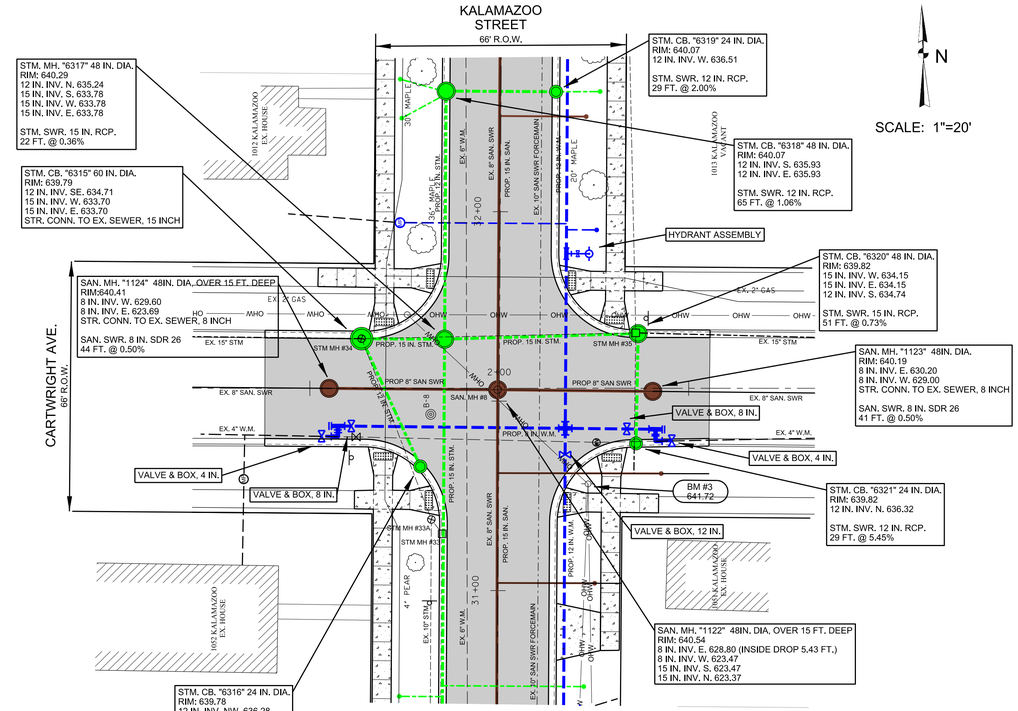




BENCHMARK #2:
POWER POLE AT SOUTHEAST CORNER OF SPENCER AVE. AND KALAMAZOO ST.
ELEVATION=641.55

BENCHMARK #3:
POWER POLE AT SOUTHEAST CORNER OF CARTWRIGHT AVE. AND KALAMAZOO ST.
ELEVATION=641.72

EX. STORM SEWER STRUCTURES

STM MH #27
RIM=639.45
10" INV E=635.15
10" INV NW=635.15

STM MH #27A
RIM= BURIED

STM MH #28
RIM=639.40
10" INV W=635.10

STM MH #29
RIM=639.59
10" INV N=635.89

STM MH #30
RIM=639.64
10" INV S=635.54
6" INV SE=637.54
10" INV NW=635.29

STM MH #31
RIM=639.32
10" INV SE=636.62

STM MH #31A
RIM=639.83
10" INV SE=635.23
10" INV W=635.18
8" INV NW=636.28

STM MH #32
RIM=639.42
10" INV SW=636.32

STM MH #32A
RIM=639.31
12" INV N=634.66
12" INV S=634.84
10" INV E=634.88
8" INV NE=635.85

STM MH #33
RIM=639.86
15" INV NW=636.36

STM MH #33A
RIM=639.62
10" INV W=633.94
15" INV NW=634.21
12" INV S=634.25
8" INV SE=636.72

STM MH #34
RIM=640.60
15" INV E=633.75
15" INV W=633.70
15" INV SE=634.05

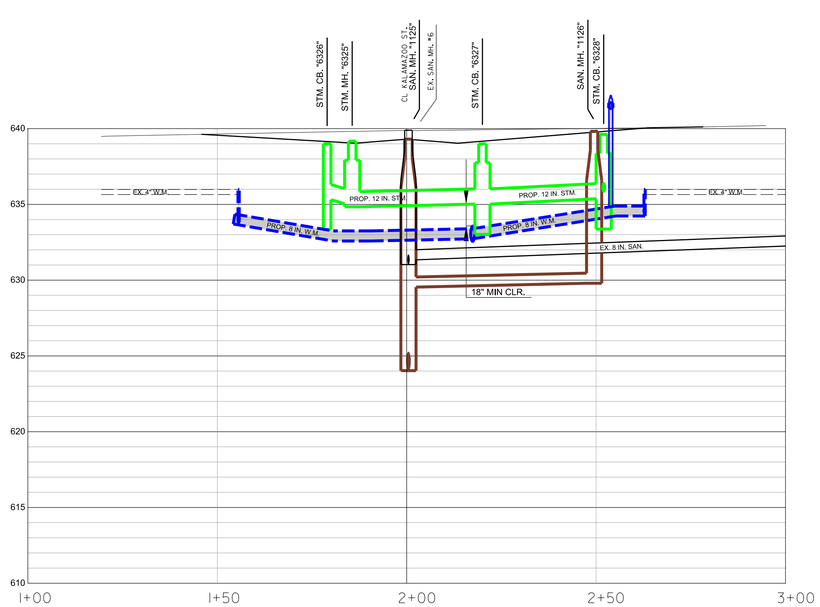
STM MH #35
RIM=639.85
15" INV E=634.15
15" INV W=634.15
12" INV S=634.15
8" INV N=634.75

STM MH #36
RIM=640.93
8" INV N=635.93
12" INV W=636.93
8" INV S=635.78

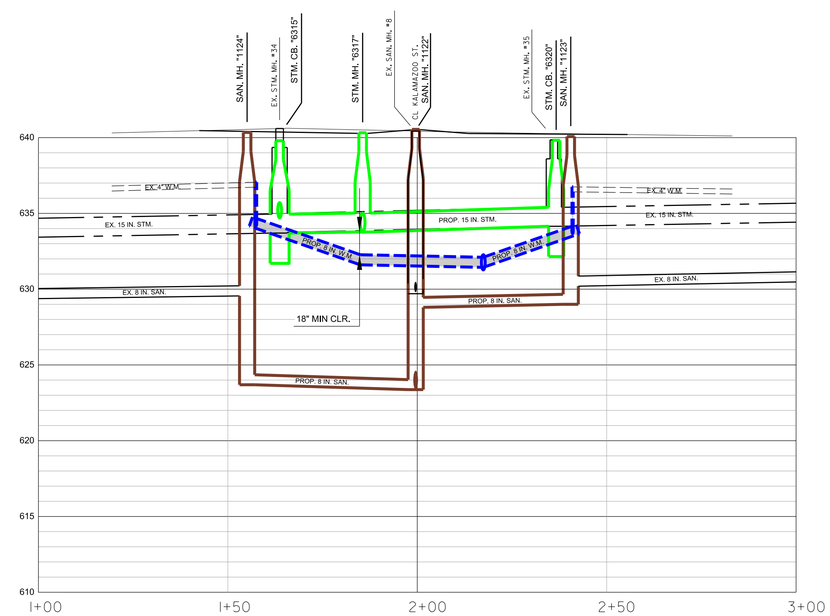
EX. SANITARY SEWER STRUCTURES

SAN. MH #6
RIM=639.89
8" INV E=631.34
8" INV N=631.03
8" INV S=631.14

SAN. MH #8
RIM=640.42
8" INV E=630.00
8" INV N=629.80
8" INV S=629.82
8" INV W=629.77



SPENCER AVE.



CARTWRIGHT AVE.

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City of South Haven

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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 10 OF 20

UTILITIES PLAN AND PROFILE

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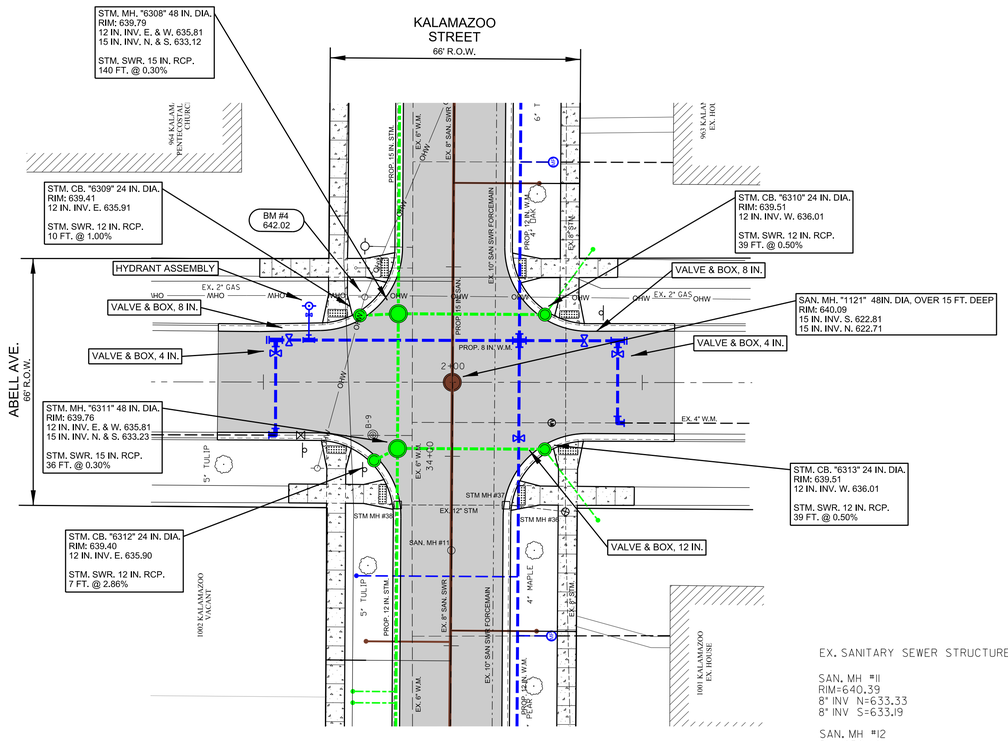


EX. SANITARY SEWER STRUCTURES

SAN. MH #11
RIM=640.39
8" INV N=633.33
8" INV S=633.19

SAN. MH #12
RIM=639.49
8" INV S=634.19

SAN. MH #13
RIM=639.13
8" INV N=631.65
8" INV E=631.69
8" INV W=631.68

EX. STORM SEWER STRUCTURES

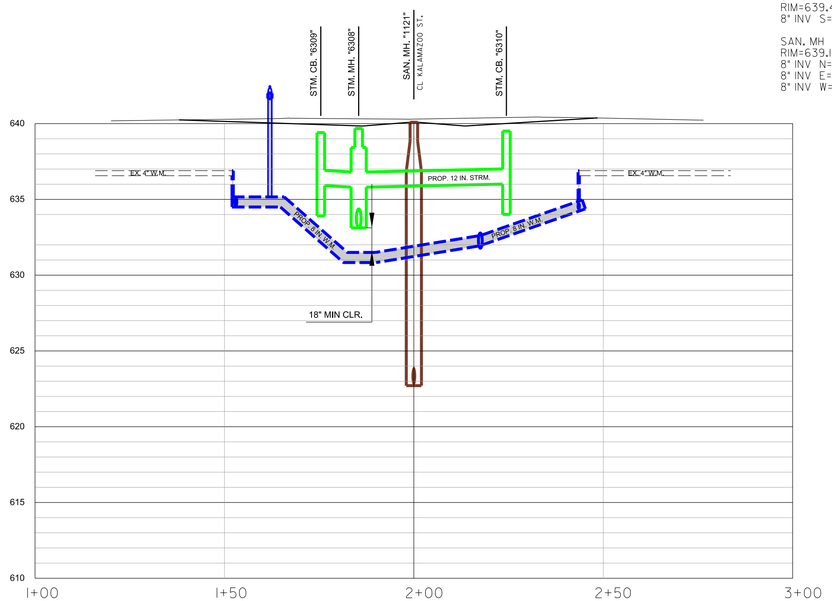
STM MH #36
RIM=640.93
8" INV N=635.93
12" INV W=636.93
8" INV S=635.78

STM MH #37
RIM=640.04
12" INV E=637.04
12" INV W=637.04

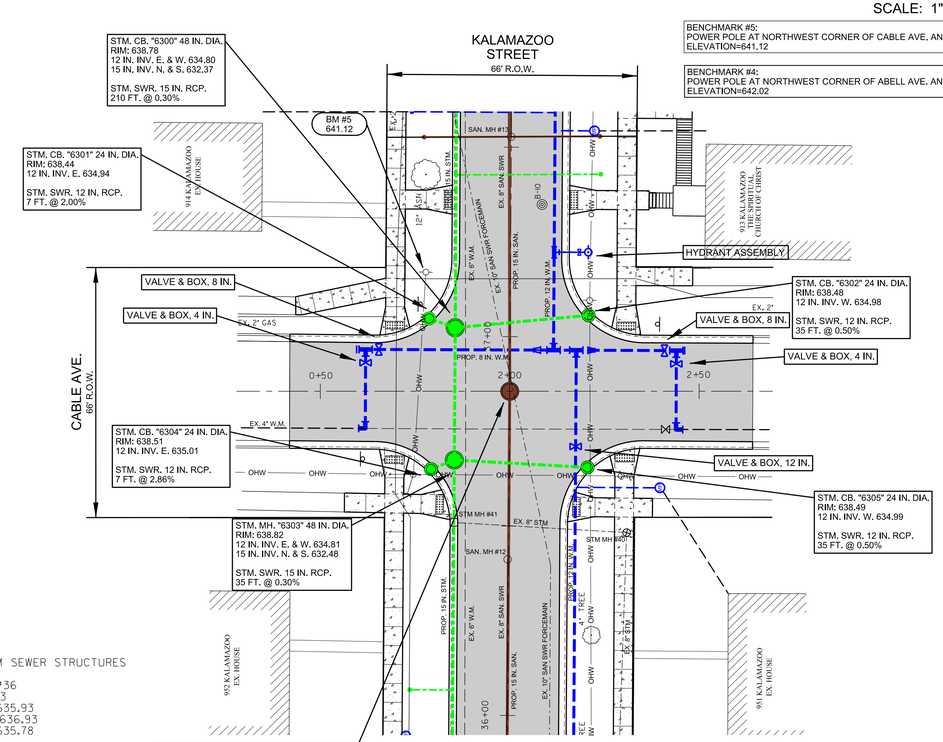
STM MH #38
RIM=639.91
12" INV E=637.21

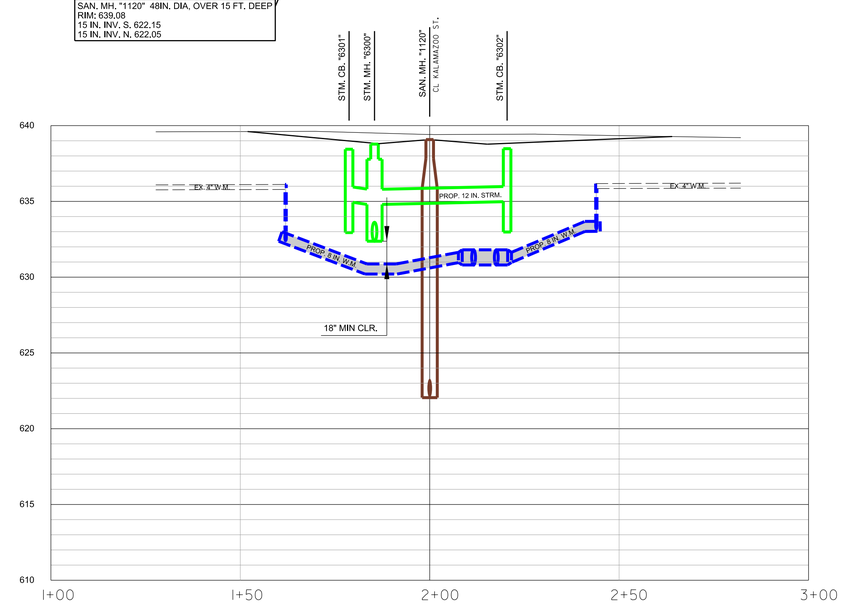
STM MH #40
RIM=639.76
8" INV S=636.76
8" INV W=636.96

STM MH #41
RIM=639.02
8" INV E=636.72



ABELL AVE.





CABLE AVE.

ALL WATERMAIN AND SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF SOUTH HAVEN STANDARD SPECIFICATIONS

N

SCALE: 1"=20'

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PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

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1	FOR BIDDING	02/05/2016

SHEET 11 OF 20

UTILITIES PLAN AND PROFILE

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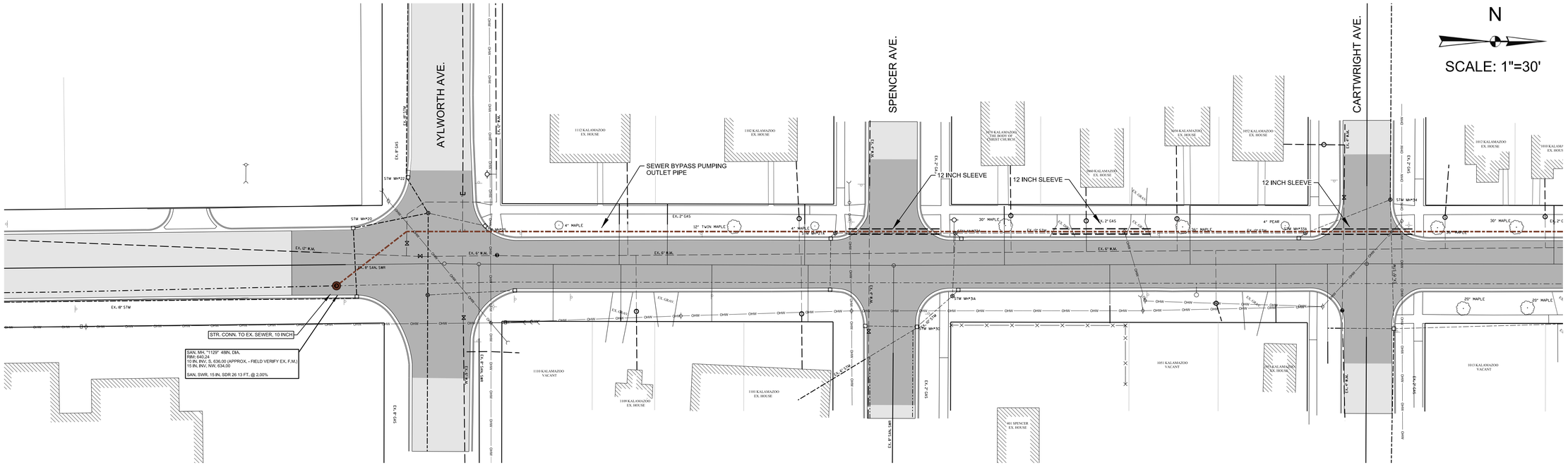

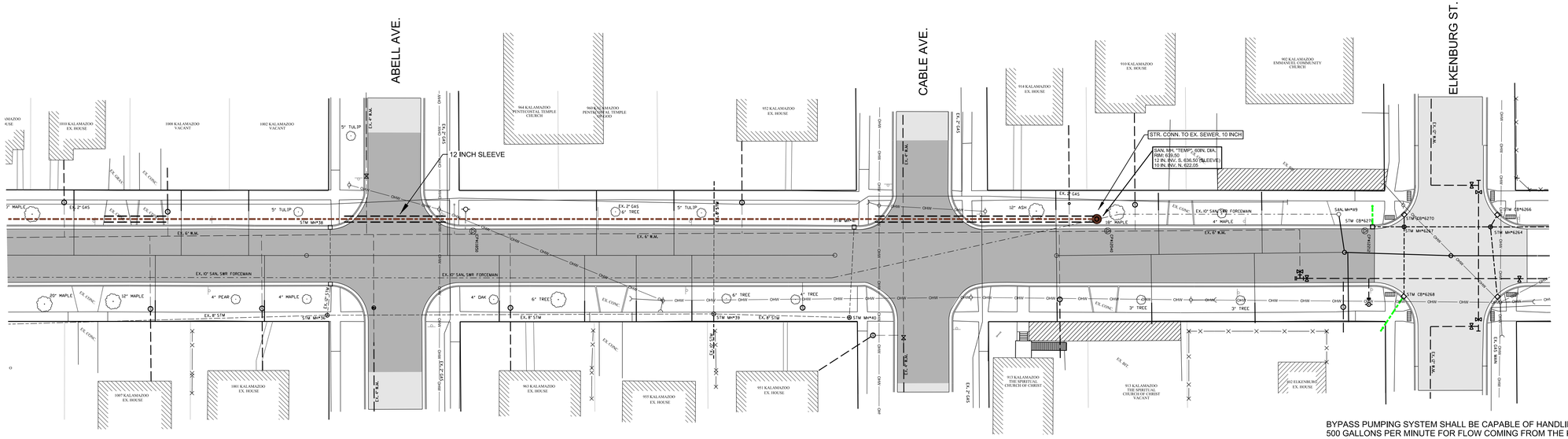

BYPASS PUMPING SYSTEM SHALL BE CAPABLE OF HANDLING NOT LESS THAN 500 GALLONS PER MINUTE FOR FLOW COMING FROM THE KALAMAZOO STREET FORCEMAIN.

DESIGN A TEMPORARY SYSTEM TO COLLECT AND PUMP FLOW, FROM THE FORCEMAIN AT PROPOSED SAN. MH. #1129' TO A PROPOSED TEMPORARY MH. AT STA. 37+73 LT.

THE CITY OF SOUTH HAVEN WILL PROVIDE 3 PHASE POWER FOR THE BYPASS PUMP AT THE SOUTHWEST QUADRANT OF KALAMAZOO ST. AND AYLWORTH AVE. CONTRACTOR WILL BE RESPONSIBLE FOR SETTING A TEMPORARY 3 PHASE SERVICE AND OBTAINING THE NECESSARY PERMITS.

ANY TEMPORARY WORK OR MATERIALS FOR BYPASS PUMPING NOT COVERED BY A SPECIFIC PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PAY ITEM BYPASS PUMPING & FORCEMAIN CONNECTIONS.

REMOVE ALL TEMPORARY WORK AFTER MAKING ALL PERMANENT CONNECTIONS.

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SHEET 12 OF 20

SANITARY SEWER BYPASS PUMPING

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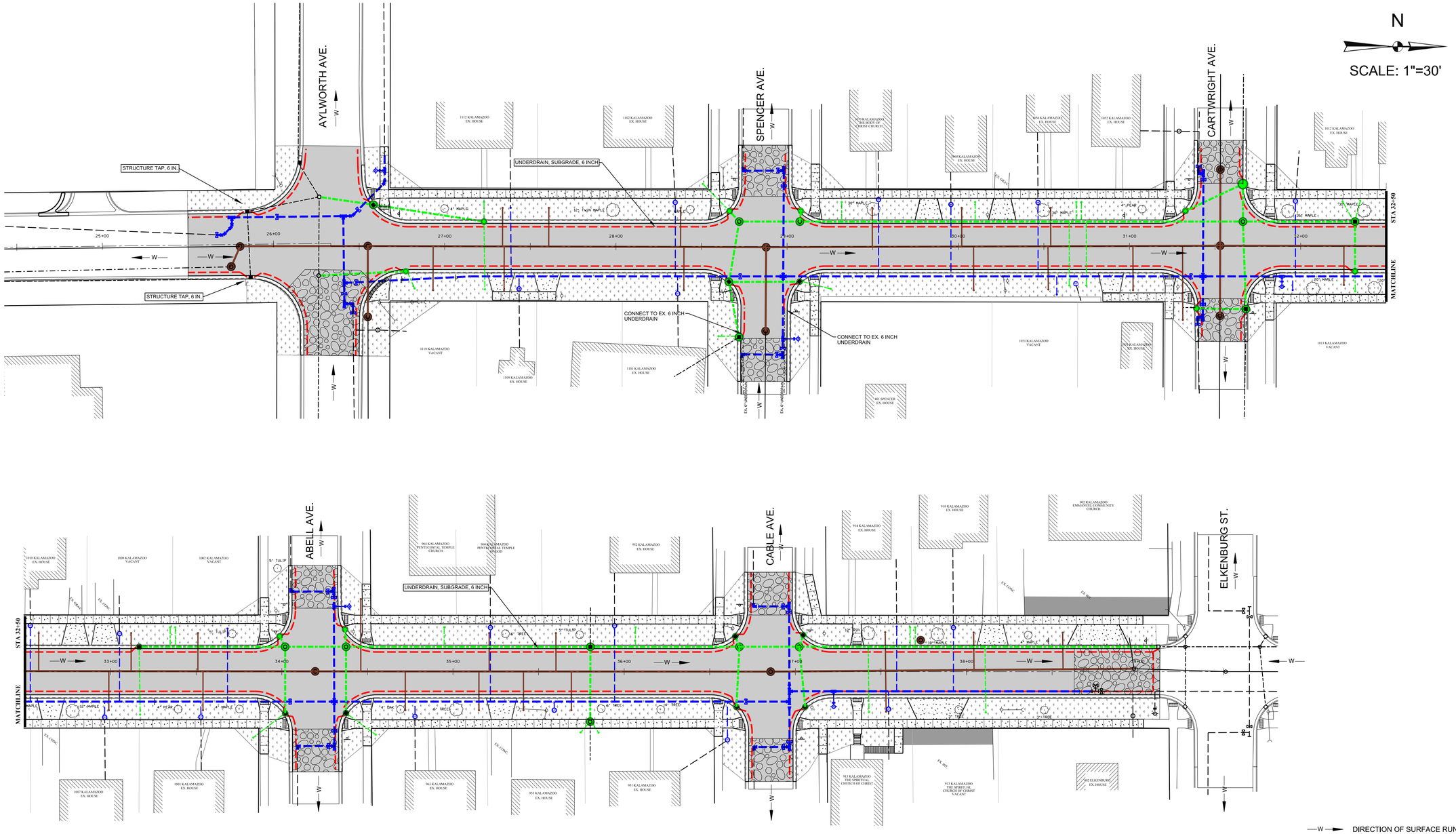

TEMPORARY MEASURES

AGGREGATE COVER, MIN 12 IN. DEEP
USE MDOT COARSE AGGREGATE 3x1 OR APPROVED EQUAL

INSTALL AGGREGATE COVER IN EACH LOCATION IMMEDIATELY AFTER BACKFILLING SANITARY SEWER TRENCHES. REPLACE IMMEDIATELY AFTER BACKFILLING WATERMAIN TRENCHES, IF AGGREGATE COVER BECOMES FILLED WITH SEDIMENT, REMOVE AND REPLACE WHEN DIRECTED BY ENGINEER.

INLET PROTECTION, SILT BAG
INSTALL AT ALL EXISTING STORM SEWER INLETS WITHIN PROJECT LIMITS. INSTALL IMMEDIATELY AFTER COMPLETION OF PAVEMENT REMOVAL. MAINTAIN SILT BAGS UNTIL THE STRUCTURE IS REMOVED.

INLET PROTECTION, GEOTEXTILE AND STONE
INSTALL AT ALL NEW STORM SEWER INLETS IMMEDIATELY AFTER THE STRUCTURE TOP SECTION HAS BEEN INSTALLED.

PERMANENT MEASURES

HMA PAVING

CONCRETE DRIVEWAYS AND SIDEWALKS

TURF RESTORATION REQUIREMENTS

PERFORM TURF RESTORATION ON ALL DISTURBED AREAS NOT COVERED BY OTHER PERMANENT MEASURES AS FOLLOWS:

TOPSOIL:	PER SPECIFICATIONS, MIN. 4 INCHES, USE SCREENED TOPSOIL.
SEED:	PER SPECIFICATIONS.
FERTILIZER AND LIME:	PER SPECIFICATIONS, FOLLOW RECOMMENDED APPLICATION RATES FROM LABORATORY ANALYSIS OF TOPSOIL.
MULCH BLANKET:	PER SPECIFICATIONS.
WEED CONTROL:	PER SPECIFICATIONS, APPLY ONLY IF DIRECTED BY ENGINEER.
MOWING:	PER SPECIFICATIONS, PERFORM FIRST TWO MOWINGS WHEN DIRECTED BY ENGINEER.

SALVAGE MILLINGS FROM HMA SURFACE REMOVAL AND STOCKPILE ONSITE. USE SALVAGED MILLINGS TO CONSTRUCT TEMPORARY GRAVEL SURFACE ALONG ENTIRE ROAD LENGTH AFTER COMPLETION OF PAVEMENT REMOVAL.
INCLUDED IN PAYMENT FOR HMA SURFACE REMOVAL.

CONSTRUCT TEMPORARY GRAVEL ROADS TO MAINTAIN A 12 FT. WIDE ACCESS TO ALL DRIVEWAYS THROUGHOUT DURATION OF PROJECT. AFTER SALVAGED MILLINGS HAVE BEEN USED, IMPORT MAINTENANCE GRAVEL FOR TEMPORARY ROADS. THE PAY ITEMS FOR MAINTENANCE GRAVEL SHALL APPLY WHEN MATERIAL IS IMPORTED FOR THIS PURPOSE.

USE 22A, 23A, OR APPROVED EQUAL WHEN PAID FOR AS "MAINTENANCE GRAVEL"
USE 21AA WHEN PAID FOR AS "MAINTENANCE GRAVEL, 21AA"
ENGINEER WILL DIRECT WHICH TYPE OF MATERIAL TO USE FOR EACH APPLICATION BASED ON SITE CONDITIONS.

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SHEET 13 OF 20

SOIL EROSION & SEDIMENTATION CONTROLS

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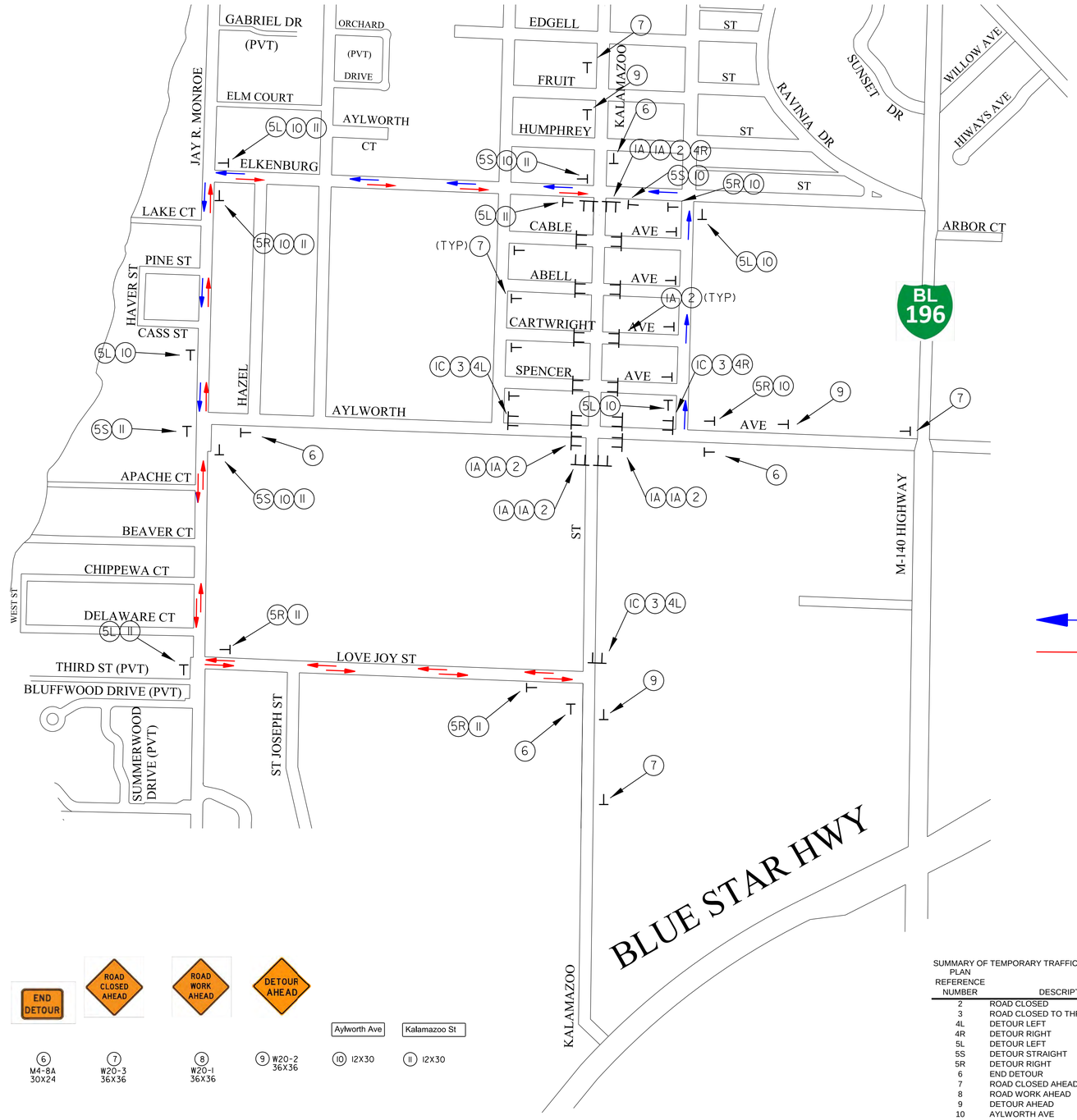


N

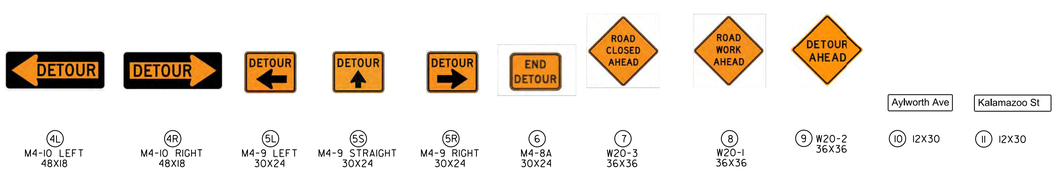
NOT TO SCALE

DETOUR - KALAMAZOO ST.

DETOUR - AYLWORTH AVE.

SIGN ON POST(S)

TYPE III BARRICADE



SUMMARY OF TEMPORARY TRAFFIC SIGNS

PLAN REFERENCE NUMBER	DESCRIPTION	MUTCD CODE	WIDTH (IN.)	HEIGHT (IN.)	AREA (SQ. FT).	NO. OF SIGNS	PAYMENT QTY.
2	ROAD CLOSED	R11-2	48	30	10.00	12	120.00
3	ROAD CLOSED TO THRU TRAFFIC	R11-4	60	30	12.50	3	37.50
4L	DETOUR LEFT	M4-10	48	18	6.00	2	12.00
4R	DETOUR RIGHT	M4-10	48	18	6.00	2	12.00
5L	DETOUR LEFT	M4-9	30	24	5.00	5	25.00
5S	DETOUR STRAIGHT	M4-9	30	24	5.00	4	20.00
5R	DETOUR RIGHT	M4-9	30	24	5.00	5	25.00
6	END DETOUR	M4-8A	30	24	5.00	4	20.00
7	ROAD CLOSED AHEAD	W20-3	36	36	9.00	12	108.00
8	ROAD WORK AHEAD	W20-1	36	36	9.00	0	0.00
9	DETOUR AHEAD	W20-2	36	36	9.00	3	27.00
10	AYLWORTH AVE	SPECIAL	30	12	2.50	10	25.00
11	KALAMAZOO ST	SPECIAL	30	12	2.50	9	22.50
					TOTAL:		454.00

Diamond shape sign sizes are measured along the edge of the sign

South Haven

Department of Public Works
1199 8th Avenue
South Haven, MI 49090
269-637-0737

City of South Haven

Van Buren County, Michigan

KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

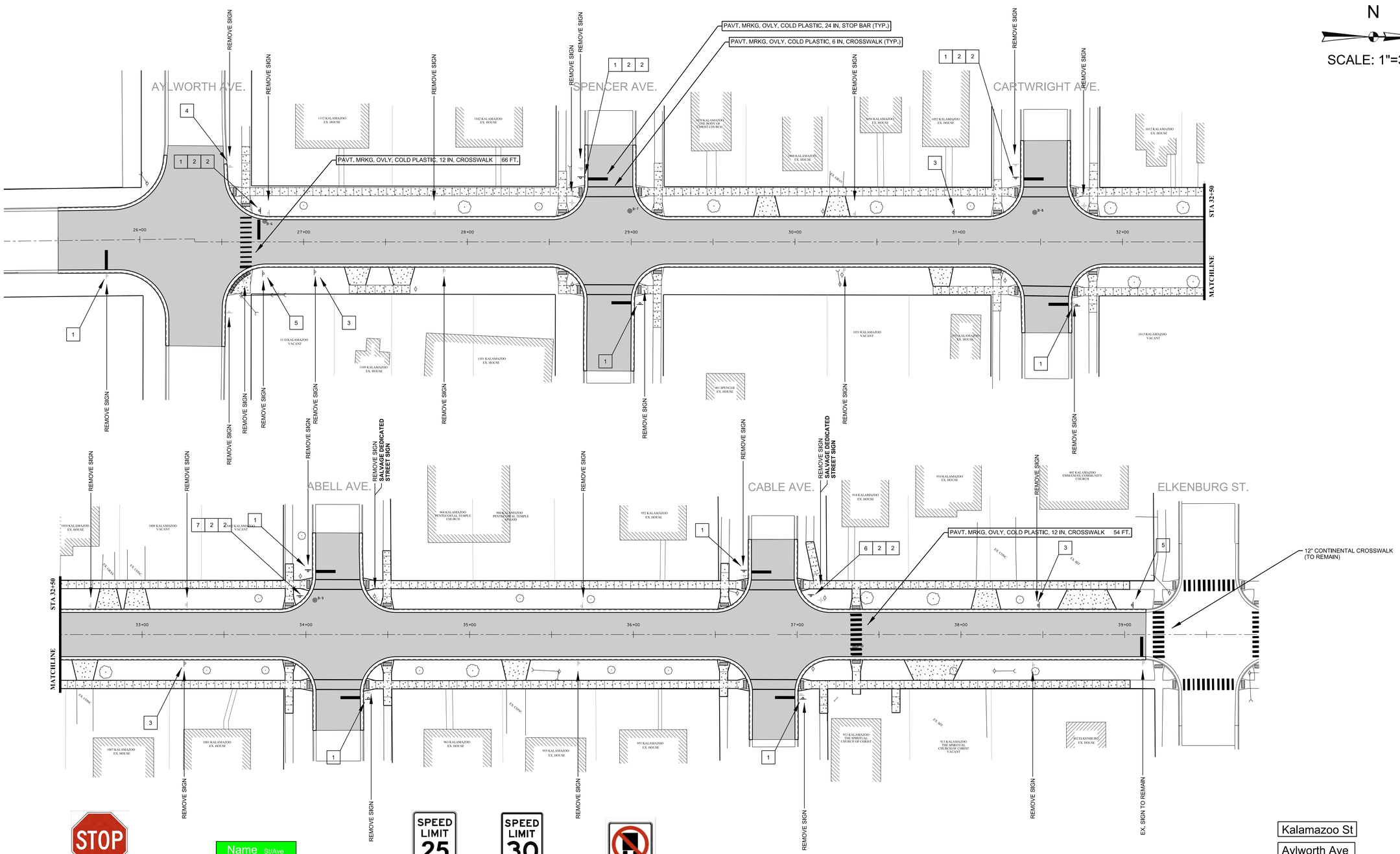
REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 14 OF 20

TEMPORARY TRAFFIC CONTROLS

$$time&& $$user&&
$$dgnpath&&



1 R1-1 30X30

Name St/Ave

2

VARIES x 9"

D3-1
DOUBLE FACED EXTRUDED ALUMINUM SIGN PANELS
NO WHITE BORDER
MINIMUM LETTER HEIGHTS:
ROAD NAME: 5 INCH / 3.75 INCH (UPPERCASE / LOWER CASE)
SUFFIX (St. or Ave.): 3 INCH / 2.25 INCH (UPPERCASE / LOWER CASE)

MEASURED FOR PAYMENT ON BOTH FACES
WIDTH MAY BE ADJUSTED TO FIT LETTERING
MOUNT ALL NAME SIGNS ABOVE STOP SIGNS, ON SAME SUPPORTS.

NAME SIGNS AT ABELL AND CABLE WILL BE MOUNTED SEPERATE FROM THE STOP SIGNS IN ORDER TO ACCOMODATE THE SALVAGED DEDICATED STREET SIGNS.

3 R2-1h 24X30

4 R2-1g 24X30

5 R14-5 30X30

6 SALVAGED JAMES FRANKLIN CUNNINGHAM BLVD.

7 SALVAGED BISHOP FRED L. CUNNINGHAM PL.

SUMMARY OF PERMANENT TRAFFIC SIGNS
PLAN

REFERENCE NUMBER	DESCRIPTION	MUTCD CODE	WIDTH (IN.)	HEIGHT (IN.)	AREA (SQ. FT.)	NO. OF SIGNS	PAYMENT QTY.
1	STOP	R1-1	30	30	6.25	10	62.50
2	STREET NAME	D3-1	VARIES	9	VARIES	10	57.00
3	SPEED LIMIT 25	R2-1h	24	30	5.00	4	20.00
4	SPEED LIMIT 30	R2-1g	24	30	5.00	1	5.00
5	NO TRUCKS	R14-5	30	30	6.25	2	12.50
						TOTAL:	157.00

Kalamazoo St	9" x 48"
Aylworth Ave	9" x 48"
Spencer Ave	9" x 48"
Cartwright Ave	9" x 48"
Abell Ave	9" x 36"
Cable Ave	9" x 36"

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PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 15 OF 20

TRAFFIC SIGNS & PAVEMENT MARKINGS

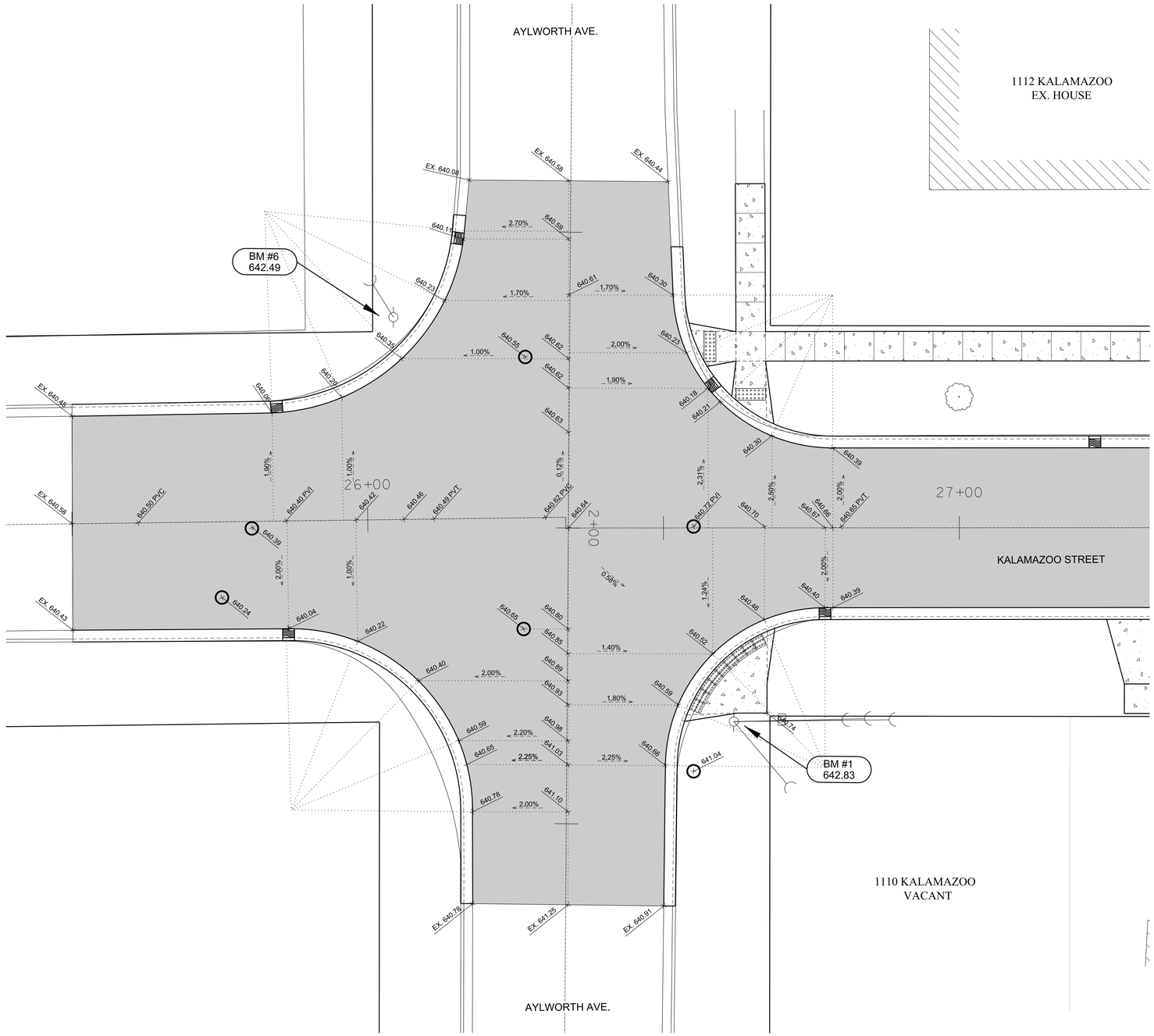
$$time&& $$user&&
$$dgnpath&&

N

SCALE: 1"=10'

BENCHMARK #1:
POWER POLE AT NORTHEAST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.83

BENCHMARK #6:
POWER POLE AT SOUTHWEST CORNER OF AYLWORTH AVE. AND KALAMAZOO ST.
ELEVATION=642.49



SPOT ELEVATIONS FOR CURB & GUTTER SHOWN ON THIS PLAN INDICATE EDGE OF METAL.
RIM ELEVATIONS FOR CATCH BASINS LOCATED IN CURB & GUTTER ARE LABELED ON THE UTILITY PLANS AT GUTTER ELEVATION.
(GUTTER ELEVATION = 0.50 FT. BELOW TOP OF CURB AND 0.11 FT. BELOW EDGE OF METAL)

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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 16 OF 20

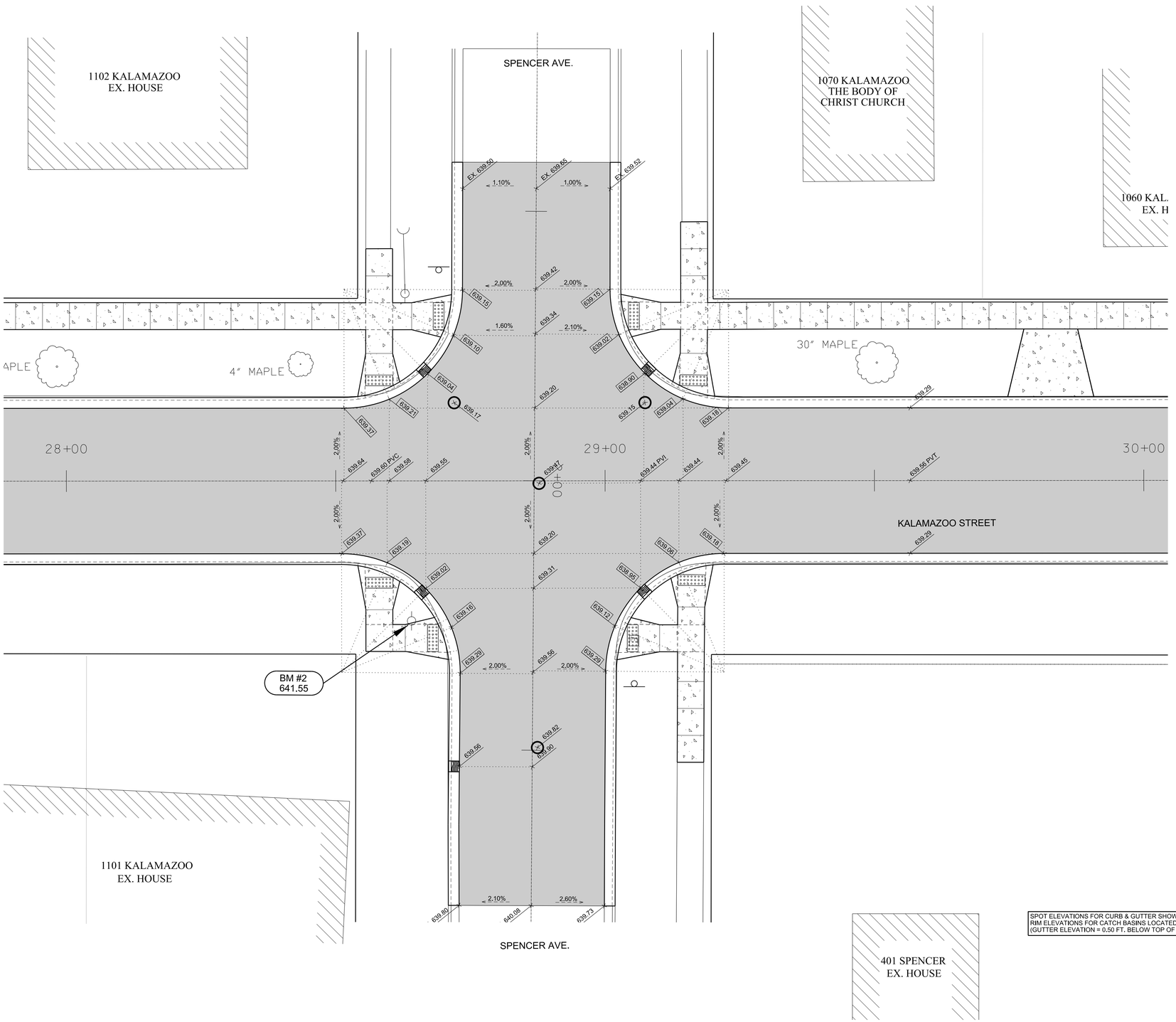
INTERSECTION PAVEMENT GRADING

$$time&& $$user&&
$$dgnpath&&

N

SCALE: 1"=10'

BENCHMARK #2:
POWER POLE AT SOUTHEAST CORNER OF SPENCER AVE. AND KALAMAZOO ST.
ELEVATION=641.55



SPOT ELEVATIONS FOR CURB & GUTTER SHOWN ON THIS PLAN INDICATE EDGE OF METAL.
RIM ELEVATIONS FOR CATCH BASINS LOCATED IN CURB & GUTTER ARE LABELED ON THE UTILITY PLANS AT GUTTER ELEVATION.
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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 17 OF 20

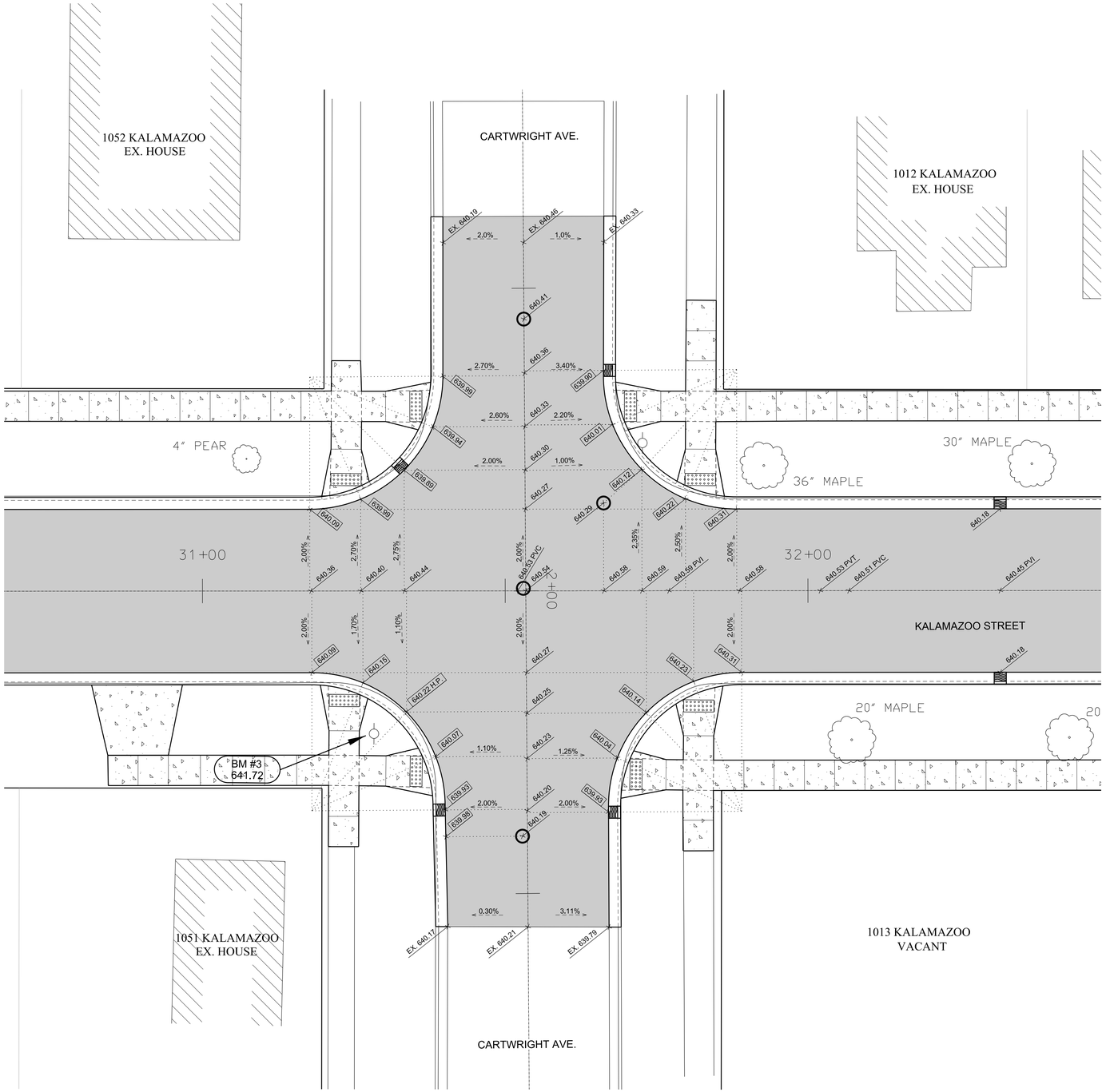
INTERSECTION
PAVEMENT
GRADING

$$time&& $$user&&
$$dgnpath&&

N

SCALE: 1"=10'

BENCHMARK #3:
POWER POLE AT SOUTHEAST CORNER OF CARTWRIGHT AVE. AND KALAMAZOO ST.
ELEVATION=641.72



SPOT ELEVATIONS FOR CURB & GUTTER SHOWN ON THIS PLAN INDICATE EDGE OF METAL.
RIM ELEVATIONS FOR CATCH BASINS LOCATED IN CURB & GUTTER ARE LABELED ON THE UTILITY PLANS AT GUTTER ELEVATION.
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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 18 OF 20

INTERSECTION PAVEMENT GRADING

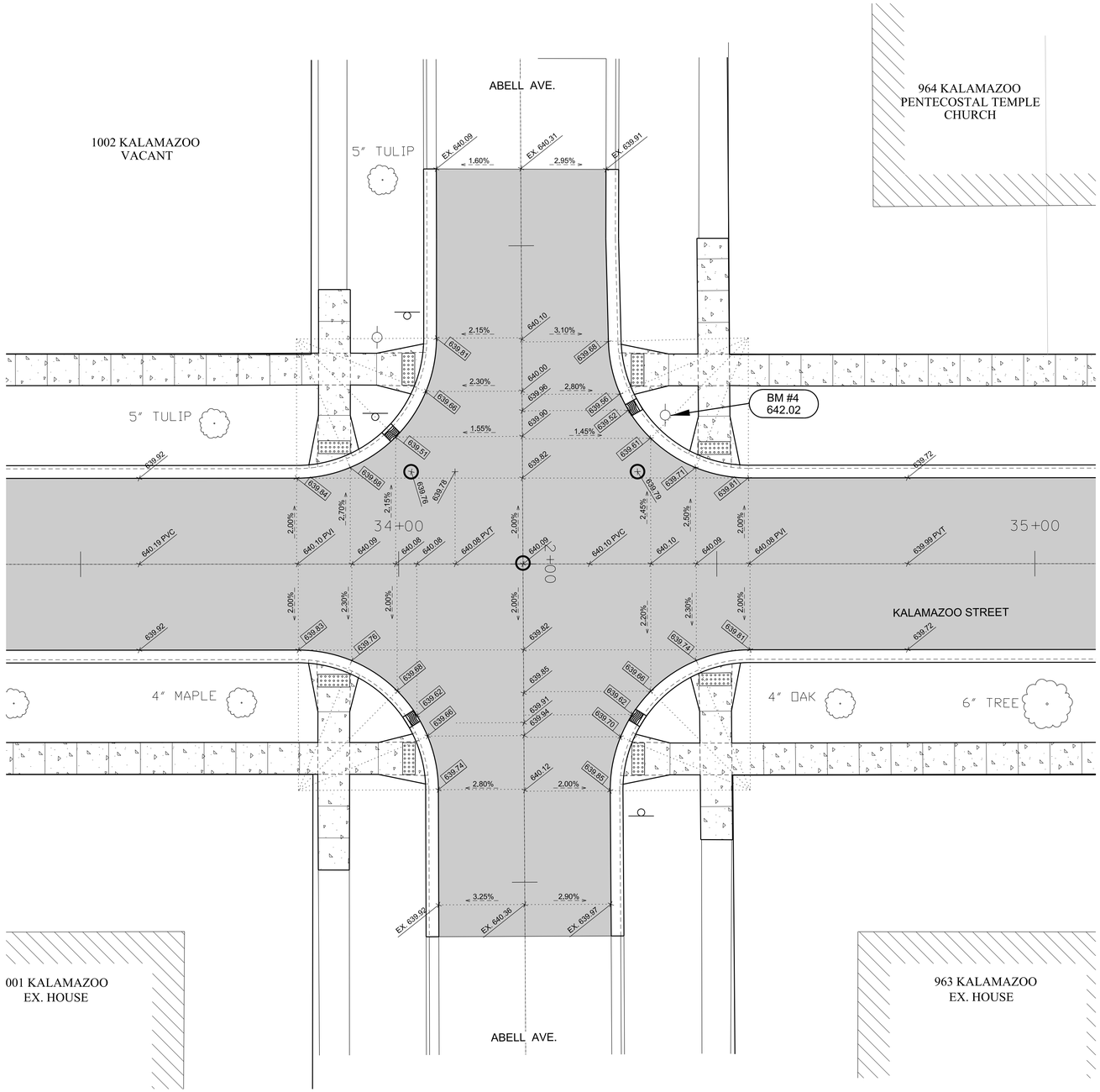
$$time&& $$user&&
$$dgnpath&&

N

SCALE: 1"=10'

SPOT ELEVATIONS FOR CURB & GUTTER SHOWN ON THIS PLAN INDICATE EDGE OF METAL.
RIM ELEVATIONS FOR CATCH BASINS LOCATED IN CURB & GUTTER ARE LABELED ON THE UTILITY PLANS AT GUTTER ELEVATION.
(GUTTER ELEVATION = 0.50 FT. BELOW TOP OF CURB AND 0.11 FT. BELOW EDGE OF METAL)

BENCHMARK #4:
POWER POLE AT NORTHWEST CORNER OF ABELL AVE. AND KALAMAZOO ST.
ELEVATION=642.02



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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

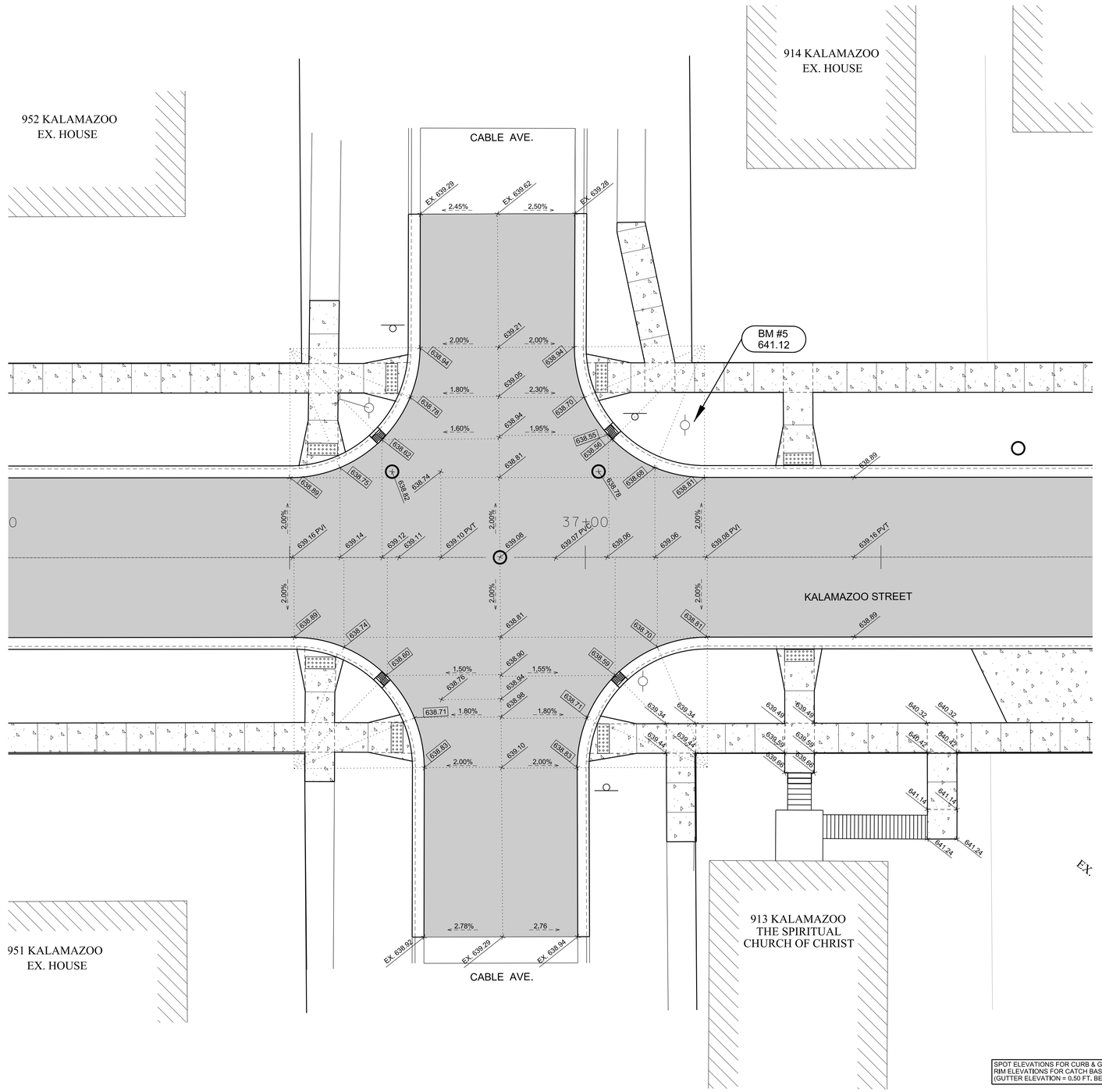
SHEET 19 OF 20

INTERSECTION
PAVEMENT
GRADING

$$time&& $$user&&
$$dgnpath&&

N
SCALE: 1"=10'

BENCHMARK #5:
POWER POLE AT NORTHWEST CORNER OF CABLE AVE. AND KALAMAZOO ST.
ELEVATION=641.12



SPOT ELEVATIONS FOR CURB & GUTTER SHOWN ON THIS PLAN INDICATE EDGE OF METAL.
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KALAMAZOO STREET RECONSTRUCTION
PHASE 3 - AYLWORTH TO ELKENBURG

REVISIONS:

ISSUE NO.	DESCRIPTION	DATE
1	FOR BIDDING	02/05/2016

SHEET 20 OF 20

INTERSECTION
PAVEMENT
GRADING

$$time&& $$user&&
$$dgnpath&&

Kalamazoo Street Reconstruction, Phase 3
Bid Tabulation

Item No.	Section No.	Pay Item	Qty	Units	Engineer's Estimate Unit Price	Engineer's Estimate Amount	B&Z Company, Inc. Unit Price	B&Z Company, Inc. Amount	Kalin Construction, Inc. Unit Price	Kalin Construction, Inc. Amount	Milbocker & Sons, Inc. Unit Price	Milbocker & Sons, Inc. Amount
1	01 10 00	Mobilization, Max $50,000	1	Lump Sum	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 40,252.00	$ 40,252.00	$ 50,000.00	$ 50,000.00
2	01 50 00	Barricade, Type III, High Intensity, Lighted, Furn.	19	Each	$ 165.00	$ 3,135.00	$ 90.00	$ 1,710.00	$ 119.00	$ 2,261.00	$ 85.00	$ 1,615.00
3	01 50 00	Barricade, Type III, High Intensity, Lighted, Oper.	19	Each	$ 10.00	$ 190.00	$ 6.00	$ 114.00	$ 1.00	$ 19.00	$ 5.00	$ 95.00
4	01 50 00	Plastic Drum, High Intensity, Furn.	100	Each	$ 29.00	$ 2,900.00	$ 25.00	$ 2,500.00	$ 31.00	$ 3,100.00	$ 23.00	$ 2,300.00
5	01 50 00	Plastic Drum, High Intensity, Oper.	100	Each	$ 1.00	$ 100.00	$ 2.00	$ 200.00	$ 1.00	$ 100.00	$ 1.00	$ 100.00
6	01 50 00	Sign, Type B, Temp, Prismatic, Furn.	454	Sq. Ft.	$ 5.00	$ 2,270.00	$ 5.50	$ 2,497.00	$ 3.50	$ 1,589.00	$ 4.90	$ 2,224.60
7	01 50 00	Sign, Type B, Temp, Prismatic, Oper.	454	Sq. Ft.	$ 1.00	$ 454.00	$ 2.00	$ 908.00	$ 0.25	$ 113.50	$ 1.00	$ 454.00
8	01 50 00	Maintenance Gravel, 22A	1250	Cu. Yd.	$ 20.00	$ 25,000.00	$ 25.00	$ 31,250.00	$ 11.00	$ 13,750.00	$ 0.01	$ 12.50
9	01 50 00	Maintenance Gravel, 21AA	500	Cu. Yd.	$ 25.00	$ 12,500.00	$ 40.00	$ 20,000.00	$ 33.00	$ 16,500.00	$ 0.01	$ 5.00
10	10 14 53	Traffic Signs, Permanent	157	Sq. Ft.	$ 17.00	$ 2,669.00	$ 15.00	$ 2,355.00	$ 13.00	$ 2,041.00	$ 16.00	$ 2,512.00
11	10 14 53	Post, Steel, 3lb	19	Each	$ 80.00	$ 1,520.00	$ 15.00	$ 285.00	$ 6.00	$ 114.00	$ 71.50	$ 1,358.50
12	31 10 00	Tree, Rem., 6 inch to 18 inch	1	Each	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 600.00	$ 600.00	$ 500.00	$ 500.00
13	31 10 00	HMA Surface, Rem.	5877	Sq. Yd.	$ 2.00	$ 11,754.00	$ 6.00	$ 35,262.00	$ 1.35	$ 7,933.95	$ 3.50	$ 20,569.50
14	31 10 00	Pavt., Rem.	352	Sq. Yd.	$ 5.00	$ 1,760.00	$ 8.00	$ 2,816.00	$ 5.60	$ 1,971.20	$ 7.00	$ 2,464.00
15	31 10 00	Sidewalk, Rem.	1048	Sq. Yd.	$ 4.00	$ 4,192.00	$ 8.00	$ 8,384.00	$ 3.85	$ 4,034.80	$ 6.50	$ 6,812.00
16	31 10 00	Curb & Gutter, Rem	3110	Ft.	$ 4.50	$ 13,995.00	$ 6.00	$ 18,660.00	$ 2.00	$ 6,220.00	$ 3.50	$ 10,885.00
17	31 10 00	Utility Line, Rem., Water	392	Ft.	$ 7.00	$ 2,744.00	$ 18.50	$ 7,252.00	$ 7.00	$ 2,744.00	$ 8.00	$ 3,136.00
18	31 10 00	Utility Line, Rem., Storm	1056	Ft.	$ 8.00	$ 8,448.00	$ 18.50	$ 19,536.00	$ 7.40	$ 7,814.40	$ 8.00	$ 8,448.00
19	31 10 00	Utility Line, Rem., Sanitary	19	Ft.	$ 10.00	$ 190.00	$ 40.00	$ 760.00	$ 37.30	$ 708.70	$ 8.00	$ 152.00
20	31 10 00	Utility Line, Rem., Forcemain	125	Ft.	$ 10.00	$ 1,250.00	$ 15.00	$ 1,875.00	$ 8.00	$ 1,000.00	$ 8.00	$ 1,000.00
21	31 10 00	Utility Str., Rem, Water	2	Each	$ 250.00	$ 500.00	$ 200.00	$ 400.00	$ 402.00	$ 804.00	$ 250.00	$ 500.00
22	31 10 00	Utility Str., Rem, Storm	19	Each	$ 250.00	$ 4,750.00	$ 200.00	$ 3,800.00	$ 338.00	$ 6,422.00	$ 250.00	$ 4,750.00
23	31 10 00	Utility Str., Rem, Sanitary	8	Each	$ 375.00	$ 3,000.00	$ 400.00	$ 3,200.00	$ 379.00	$ 3,032.00	$ 250.00	$ 2,000.00
24	31 10 00	Sign, Rem.	30	Each	$ 25.00	$ 750.00	$ 50.00	$ 1,500.00	$ 24.00	$ 720.00	$ 20.00	$ 600.00
25	31 22 13	Roadway Grading	18	Station	$ 3,000.00	$ 54,000.00	$ 1,600.00	$ 28,800.00	$ 2,053.00	$ 36,954.00	$ 2,000.00	$ 36,000.00
26	31 23 23.33	Fill Abondoned Utility, 10 inch	122	Ft.	$ 7.50	$ 915.00	$ 12.00	$ 1,464.00	$ 16.00	$ 1,952.00	$ 5.00	$ 610.00
27	31 23 33	Exploratory Excavation	20	Cu. Yd.	$ 50.00	$ 1,000.00	$ 100.00	$ 2,000.00	$ 20.00	$ 400.00	$ 100.00	$ 2,000.00
28	31 25 00	Inlet Protection, Fabric Drop	31	Each	$ 125.00	$ 3,875.00	$ 100.00	$ 3,100.00	$ 115.00	$ 3,565.00	$ 90.00	$ 2,790.00
29	31 25 00	Inlet Protection, Geotextile and Stone	10	Each	$ 150.00	$ 1,500.00	$ 300.00	$ 3,000.00	$ 90.00	$ 900.00	$ 100.00	$ 1,000.00
30	31 25 00	Aggregate Cover, 12 inch	1000	Sq. Yd.	$ 12.00	$ 12,000.00	$ 20.00	$ 20,000.00	$ 33.00	$ 33,000.00	$ 0.01	$ 10.00
31	32 01 16	Structure Cover, Adjust, Case 2	6	Each	$ 200.00	$ 1,200.00	$ 400.00	$ 2,400.00	$ 309.00	$ 1,854.00	$ 700.00	$ 4,200.00
32	32 11 16	Subbase, CIP	2213	Cu. Yd.	$ 12.00	$ 26,556.00	$ 18.00	$ 39,834.00	$ 11.00	$ 24,343.00	$ 17.00	$ 37,621.00
33	33 11 23	Aggregate Base, 21AA, 8 inch	6639	Sq. Yd.	$ 8.00	$ 53,112.00	$ 14.00	$ 92,946.00	$ 9.20	$ 61,078.80	$ 12.00	$ 79,668.00
34	33 11 23	Aggregate Base, 21AA, 6 inch	382	Sq. Yd.	$ 6.00	$ 2,292.00	$ 12.00	$ 4,584.00	$ 13.00	$ 4,966.00	$ 15.00	$ 5,730.00
35	32 12 16	HMA, 5E1	539	Ton	$ 85.00	$ 45,815.00	$ 78.00	$ 42,042.00	$ 65.00	$ 35,035.00	$ 85.00	$ 45,815.00
36	32 12 16	HMA, 4E1	899	Ton	$ 80.00	$ 71,920.00	$ 75.00	$ 67,425.00	$ 60.00	$ 53,940.00	$ 80.00	$ 71,920.00
37	32 12 16	Hand Patching	52	Ton	$ 150.00	$ 7,800.00	$ 200.00	$ 10,400.00	$ 150.00	$ 7,800.00	$ 150.00	$ 7,800.00
38	32 13 13	Sidewalk, 4 inch	8660	Sq. Ft.	$ 2.50	$ 21,650.00	$ 3.00	$ 25,980.00	$ 2.50	$ 21,650.00	$ 2.75	$ 23,815.00
39	32 13 13	Sidewalk, 6 inch	1455	Sq. Ft.	$ 3.50	$ 5,092.50	$ 3.65	$ 5,310.75	$ 3.00	$ 4,365.00	$ 3.25	$ 4,728.75
40	32 13 13	Sidewalk Ramp, 6 inch	1631	Sq. Ft.	$ 3.50	$ 5,708.50	$ 6.00	$ 9,786.00	$ 5.00	$ 8,155.00	$ 5.25	$ 8,562.75
41	32 13 13	Detectable Warning Surface, C.I.	187	Ft.	$ 75.00	$ 14,025.00	$ 70.00	$ 13,090.00	$ 72.00	$ 13,464.00	$ 72.00	$ 13,464.00
42	32 13 13	Curb & Gutter, Conc., Det. F4	3152	Ft.	$ 12.00	$ 37,824.00	$ 12.50	$ 39,400.00	$ 13.00	$ 40,976.00	$ 14.00	$ 44,128.00
43	32 13 13	Driveway, Nonreinf. Conc., 6 inch	258	Sq. Yd.	$ 24.00	$ 6,192.00	$ 32.85	$ 8,475.30	$ 26.00	$ 6,708.00	$ 27.50	$ 7,095.00
44	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 24 inch, Stopbar	154	Ft.	$ 12.00	$ 1,848.00	$ 8.50	$ 1,309.00	$ 7.25	$ 1,116.50	$ 8.00	$ 1,232.00
45	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 6 inch, Crosswalk	527	Ft.	$ 3.00	$ 1,581.00	$ 2.50	$ 1,317.50	$ 2.50	$ 1,317.50	$ 2.00	$ 1,054.00
46	32 17 23	Pavt. Mrkg., Ovly. Cold Plastic, 12 inch, Crosswalk	120	Ft.	$ 6.00	$ 720.00	$ 4.50	$ 540.00	$ 3.75	$ 450.00	$ 4.00	$ 480.00
47	32 91 19	Topsoil Surface, 4 inch, screened	3751	Sq. Yd.	$ 4.00	$ 15,004.00	$ 5.20	$ 19,505.20	$ 3.60	$ 13,503.60	$ 5.50	$ 20,630.50
48	32 92 19	Seed & Fertilizer	3751	Sq. Yd.	$ 0.50	$ 1,875.50	$ 1.00	$ 3,751.00	$ 0.70	$ 2,625.70	$ 0.27	$ 1,012.77
49	32 92 19	Mulch Blanket	3751	Sq. Yd.	$ 1.25	$ 4,688.75	$ 1.50	$ 5,626.50	$ 1.50	$ 5,626.50	$ 0.82	$ 3,075.82
50	32 92 19	Water, Seeding	100	Unit	$ 10.00	$ 1,000.00	$ 30.00	$ 3,000.00	$ 50.00	$ 5,000.00	$ 75.00	$ 7,500.00
51	32 92 19	Mowing	3751	Sq. Yd.	$ 0.50	$ 1,875.50	$ 1.00	$ 3,751.00	$ 0.20	$ 750.20	$ 0.12	$ 450.12
52	32 92 19	Weed Control	3751	Sq. Yd.	$ 0.25	$ 937.75	$ 1.00	$ 3,751.00	$ 0.25	$ 937.75	$ 0.13	$ 487.63
53	33 01 30.16	Video Taping Sewer Pipe, San.	1507	Ft.	$ 1.25	$ 1,883.75	$ 3.15	$ 4,747.05	$ 1.00	$ 1,507.00	$ 1.00	$ 1,507.00

Kalamazoo Street Reconstruction, Phase 3
Bid Tabulation

Item No.	Section No.	Pay Item	Qty	Units	Engineer's Estimate Unit Price	Engineer's Estimate Amount	B&Z Company, Inc. Unit Price	B&Z Company, Inc. Amount	Kalin Construction, Inc. Unit Price	Kalin Construction, Inc. Amount	Milbocker & Sons, Inc. Unit Price	Milbocker & Sons, Inc. Amount
54	33 01 30.16	Video Taping Sewer Pipe, Stm.	1525	Ft.	$ 1.25	$ 1,906.25	$ 3.15	$ 4,803.75	$ 1.00	$ 1,525.00	$ 1.00	$ 1,525.00
55	33 05 13	Structure, San. MH, 48 inch Dia.	4	Each	$ 3,000.00	$ 12,000.00	$ 2,700.00	$ 10,800.00	$ 2,230.00	$ 8,920.00	$ 2,800.00	$ 11,200.00
56	33 05 13	Structure, San. MH, 60 inch Dia.	1	Each	$ 3,500.00	$ 3,500.00	$ 5,880.00	$ 5,880.00	$ 2,800.00	$ 2,800.00	$ 4,900.00	$ 4,900.00
57	33 05 13	Structure, San. MH, 48 inch Dia., over 15 feet deep	7	Each	$ 4,000.00	$ 28,000.00	$ 3,800.00	$ 26,600.00	$ 3,600.00	$ 25,200.00	$ 2,950.00	$ 20,650.00
58	33 05 13	Structure, Stm. MH, 48 inch Dia.	7	Each	$ 1,600.00	$ 11,200.00	$ 1,875.00	$ 13,125.00	$ 1,346.00	$ 9,422.00	$ 1,625.00	$ 11,375.00
59	33 05 13	Structure, Stm. CB, 24 inch Dia.	17	Each	$ 900.00	$ 15,300.00	$ 990.00	$ 16,830.00	$ 936.00	$ 15,912.00	$ 1,150.00	$ 19,550.00
60	33 05 13	Structure, Stm. CB, 48 inch Dia.	7	Each	$ 1,300.00	$ 9,100.00	$ 1,875.00	$ 13,125.00	$ 1,583.00	$ 11,081.00	$ 1,725.00	$ 12,075.00
61	33 05 13	Structure, Stm. CB, 60 inch Dia.	1	Each	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 1,940.00	$ 1,940.00	$ 2,800.00	$ 2,800.00
62	33 05 13	Structure Conn. to Ex. Sewer, 6 inch	1	Each	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 277.00	$ 277.00	$ 200.00	$ 200.00
63	33 05 13	Structure Conn. to Ex. Sewer, 8 inch	6	Each	$ 350.00	$ 2,100.00	$ 600.00	$ 3,600.00	$ 312.00	$ 1,872.00	$ 200.00	$ 1,200.00
64	33 05 13	Structure Conn. to Ex. Sewer, 10 inch	3	Each	$ 400.00	$ 1,200.00	$ 600.00	$ 1,800.00	$ 330.00	$ 990.00	$ 200.00	$ 600.00
65	33 05 13	Structure Conn. To Ex. Sewer, 15 inch	2	Each	$ 450.00	$ 900.00	$ 1,200.00	$ 2,400.00	$ 380.00	$ 760.00	$ 225.00	$ 450.00
66	33 05 13	Structure Cover, EJ #1040 San. Logo	12	Each	$ 600.00	$ 7,200.00	$ 500.00	$ 6,000.00	$ 573.00	$ 6,876.00	$ 1,000.00	$ 12,000.00
67	33 05 13	Structure Cover, EJ #1040 Stm. Logo	9	Each	$ 600.00	$ 5,400.00	$ 500.00	$ 4,500.00	$ 573.00	$ 5,157.00	$ 1,000.00	$ 9,000.00
68	33 05 13	Structure Cover, EJ #7045	27	Each	$ 700.00	$ 18,900.00	$ 720.00	$ 19,440.00	$ 682.00	$ 18,414.00	$ 950.00	$ 25,650.00
69	33 05 13	Structure Tap, 15 inch, Stm.	2	Each	$ 750.00	$ 1,500.00	$ 1,100.00	$ 2,200.00	$ 218.00	$ 436.00	$ 225.00	$ 450.00
70	33 05 13	Structure Tap, 12 inch, Stm.	1	Each	$ 650.00	$ 650.00	$ 1,100.00	$ 1,100.00	$ 426.00	$ 426.00	$ 200.00	$ 200.00
71	33 05 13	Structure, Inside Drop	4	Each	$ 900.00	$ 3,600.00	$ 660.00	$ 2,640.00	$ 1,264.00	$ 5,056.00	$ 1,000.00	$ 4,000.00
72	33 05 13	Structure, Outside Drop	1	Each	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 1,053.00	$ 1,053.00	$ 1,000.00	$ 1,000.00
73	33 11 13	Watermain, 4 inch	181	Ft.	$ 75.00	$ 13,575.00	$ 78.00	$ 14,118.00	$ 112.00	$ 20,272.00	$ 125.00	$ 22,625.00
74	33 11 13	Watermain, 6 inch	15	Ft.	$ 75.00	$ 1,125.00	$ 81.50	$ 1,222.50	$ 143.00	$ 2,145.00	$ 155.00	$ 2,325.00
75	33 11 13	Watermain, 8 inch	383	Ft.	$ 75.00	$ 28,725.00	$ 80.00	$ 30,640.00	$ 85.00	$ 32,555.00	$ 85.00	$ 32,555.00
76	33 11 13	Watermain, 12 inch	1429	Ft.	$ 65.00	$ 92,885.00	$ 84.50	$ 120,750.50	$ 82.00	$ 117,178.00	$ 95.00	$ 135,755.00
77	33 11 13	Valve & Box, 4 inch	8	Each	$ 950.00	$ 7,600.00	$ 1,100.00	$ 8,800.00	$ 950.00	$ 7,600.00	$ 1,300.00	$ 10,400.00
78	33 11 13	Valve & Box, 6 inch	1	Each	$ 1,100.00	$ 1,100.00	$ 1,200.00	$ 1,200.00	$ 1,072.00	$ 1,072.00	$ 1,450.00	$ 1,450.00
79	33 11 13	Valve & Box, 8 inch	8	Each	$ 1,500.00	$ 12,000.00	$ 1,500.00	$ 12,000.00	$ 1,421.00	$ 11,368.00	$ 1,850.00	$ 14,800.00
80	33 11 13	Valve & Box, 12 inch	9	Each	$ 2,500.00	$ 22,500.00	$ 2,500.00	$ 22,500.00	$ 2,340.00	$ 21,060.00	$ 2,050.00	$ 18,450.00
81	33 11 13	Hydrant Assembly	5	Each	$ 3,300.00	$ 16,500.00	$ 3,500.00	$ 17,500.00	$ 3,069.00	$ 15,345.00	$ 4,100.00	$ 20,500.00
82	33 11 13	Hydrant Lead, 6 inch	50	Ft.	$ 75.00	$ 3,750.00	$ 90.00	$ 4,500.00	$ 32.00	$ 1,600.00	$ 75.00	$ 3,750.00
83	33 11 13	Line Stop, 4 inch	8	Each	$ 2,500.00	$ 20,000.00	$ 3,000.00	$ 24,000.00	$ 2,800.00	$ 22,400.00	$ 3,800.00	$ 30,400.00
84	33 11 13	Line Stop, 6 inch	3	Each	$ 2,700.00	$ 8,100.00	$ 3,000.00	$ 9,000.00	$ 2,900.00	$ 8,700.00	$ 4,100.00	$ 12,300.00
85	33 11 13	Line Stop, 12 inch	2	Each	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 4,800.00	$ 9,600.00	$ 6,300.00	$ 12,600.00
86	33 11 13	Thrust Block	13	Each	$ 500.00	$ 6,500.00	$ 300.00	$ 3,900.00	$ 210.00	$ 2,730.00	$ 200.00	$ 2,600.00
87	33 12 13	Water Service, 1 inch	850	Ft.	$ 22.00	$ 18,700.00	$ 15.00	$ 12,750.00	$ 22.00	$ 18,700.00	$ 17.00	$ 14,450.00
88	33 12 13	Curb Stop, 1 inch	32	Each	$ 250.00	$ 8,000.00	$ 500.00	$ 16,000.00	$ 282.00	$ 9,024.00	$ 1,000.00	$ 32,000.00
89	33 12 13	Meter Pit, 18 inch	17	Each	$ 650.00	$ 11,050.00	$ 520.00	$ 8,840.00	$ 722.00	$ 12,274.00	$ 975.00	$ 16,575.00
90	33 31 13	San. Sewer, PVC SDR 35, 8 inch	175	Ft.	$ 85.00	$ 14,875.00	$ 147.00	$ 25,725.00	$ 100.00	$ 17,500.00	$ 100.00	$ 17,500.00
91	33 31 13	San. Sewer, PVC SDR 26, 15 inch	1332	Ft.	$ 125.00	$ 166,500.00	$ 164.00	$ 218,448.00	$ 161.00	$ 214,452.00	$ 175.00	$ 233,100.00
92	33 31 13	San. Sewer Service, 6 inch	800	Ft.	$ 40.00	$ 32,000.00	$ 136.00	$ 108,800.00	$ 71.00	$ 56,800.00	$ 145.00	$ 116,000.00
93	33 31 13	San. Sewer Service, Cleanout	31	Each	$ 300.00	$ 9,300.00	$ 830.00	$ 25,730.00	$ 413.00	$ 12,803.00	$ 500.00	$ 15,500.00
94	33 31 13	Cleanout Riser Cover	1	Each	$ 250.00	$ 250.00	$ 400.00	$ 400.00	$ 185.00	$ 185.00	$ 150.00	$ 150.00
95	33 31 13	Sewer Bypass Pumping	1	Lump Sum	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00	$ 43,500.00	$ 43,500.00	$ 0.01	$ 0.01
96	33 41 13	Stm. Sewer, RCP, 12 inch	670	Ft.	$ 41.00	$ 27,470.00	$ 46.50	$ 31,155.00	$ 46.00	$ 30,820.00	$ 60.00	$ 40,200.00
97	33 41 13	Stm. Sewer, RCP, 15 inch	855	Ft.	$ 52.00	$ 44,460.00	$ 48.50	$ 41,467.50	$ 48.00	$ 41,040.00	$ 65.00	$ 55,575.00
98	33 41 13	Stm. Sewer Service, 4 inch	529	Ft.	$ 18.00	$ 9,522.00	$ 16.00	$ 8,464.00	$ 20.00	$ 10,580.00	$ 25.00	$ 13,225.00
99	33 41 13	Stm. Sewer Service, Cleanout	27	Each	$ 300.00	$ 8,100.00	$ 345.00	$ 9,315.00	$ 196.00	$ 5,292.00	$ 500.00	$ 13,500.00
100	33 46 13	Underdrain, Subbase, 6 inch	3063	Ft.	$ 4.00	$ 12,252.00	$ 7.00	$ 21,441.00	$ 3.50	$ 10,720.50	$ 5.00	$ 15,315.00
		TOTAL				$ 1,315,107.50		$ 1,666,209.55		$ 1,393,217.60		$ 1,599,305.45

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-34

KALAMAZOO STREET RECONSTRUCTION PROJECT, PHASE 3

CONFIRMATION OF SPECIAL ASSESSMENT ROLL; LIEN;
PAYMENT AND COLLECTION OF SPECIAL ASSESSMENT

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on Monday, June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City Council, pursuant to Ordinance No. 833A, as amended by Ordinance 853, of the City of South Haven (the "City") has resolved its intent to make the public improvements described in Exhibit A hereto (the "Public Improvements"); and

WHEREAS, after notice duly given by publication on May 27, 2016 in the Herald Palladium and by first class mail on May 25, 2016, the City Council held a public hearing to consider a proposed special assessment roll and objections thereto for the Kalamazoo Street Reconstruction Project, Phase 3 Special Assessment District on the 6th day of June, 2016, at 7:00 p.m., at the City Hall; and

WHEREAS, after hearing all persons interested therein, giving due consideration to any written objections to said special assessment roll filed with the City Clerk, the City Council deems said special assessment roll to be fair, just and equitable, and that each of the assessments contained thereon is relative to the benefits to be derived by the properties assessed.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the said special assessment roll prepared by the City Assessor and presented to the City Clerk and thus reported to the City Council, a copy of which roll is attached hereto as Exhibit B, in the Amount of $69,248.35, for the Kalamazoo Street Reconstruction Project, Phase 3 Special Assessment District (the "Special Assessment District") is hereby confirmed and shall be known and designated as Special Assessment District Roll Number 201601 (the "Roll").

2. That the City Clerk shall endorse on the Roll the date of this meeting as the date of confirmation of the Roll.

3. That said Roll shall be placed on the winter tax bills in fifteen (15) equal annual installments, with the first installment due and payable on December 1, 2016, and all subsequent installments shall be due and payable on or before December 1 of each

year thereafter. The first installment will be for 1/15 of the assessment plus interest accrued for the entire assessment from December 1, 2016. Subsequent installments will be for 1/15 of the assessment plus one year's interest on the unpaid balance of the assessment.

4. That interest shall accrue from December 1, 2016 and any payments on assessments made before such date shall be without interest.

5. That interest, payable annually on each installment due date, shall be paid on the balance of unpaid installments at the rate of four and one-half percent (4½%) per annum; provided, however, that if the City issues Bonds in anticipation of the unpaid installments of the special assessments, said interest rate shall be adjusted to a rate not exceeding one percent (1%) above the average rate of interest borne by said bonds.

6. That the outstanding balance of an assessment against any property may be paid to the City Treasurer at any time in full, with interest accrued through the month in which said installments are paid.

7. The Special Assessments shall be collected according to the provisions of the Ordinances, and any installment of a special assessment that is not paid when due shall be collected in the manner, and with such interest and penalties as are provided in the Ordinance and Chapter 11 of the City Charter.

8. That all special assessments contained in the Roll, including any part thereof deferred as to payment, shall from the date of confirmation of the Roll, pursuant to the Act, constitute a lien upon the respective property assessed.

9. That the special assessments made in the Roll are hereby ordered and directed to be collected and the City Clerk shall deliver the Roll to the City Treasurer with a warrant attached thereto, which shall command the City Treasurer to collect the special assessments in the Roll in accordance with the direction of the City Council. The form of said warrant is attached hereto as Exhibit C.

10. That upon receiving the Roll and warrant the City Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.

11. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was give pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

_____
Amanda Morgan, City Clerk

EXHIBIT A

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

NOTICE OF PUBLIC HEARING
KALAMAZOO STREET RECONSTRUCTION PROJECT, PHASE 3
SPECIAL ASSESSMENT DISTRICT

NOTICE IS HEREBY GIVEN that the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, intends to make certain public improvements (the "Public Improvements") which consist of the following project located in the City of South Haven:

Reconstruction of street and underground utilities including but not limited to:

Reconstruction of the water distribution system, including but not limited to installation of new water mains and services within the right of way, and removal of existing water mains and services with the right of way, and related improvements;

Reconstruction of the wastewater collection system, including but not limited to the installation of new sewer mains and services within the right of way and removal of existing sewer mains and services within the right of way, and related improvements;

Street reconstruction, including but not limited to storm sewer and drainage improvements, removal of existing roadway materials, installation of new sand subbase, gravel base, bituminous pavement, concrete curb and gutter, concrete driveway approaches, concrete curb ramps for barrier free access to existing sidewalks, and miscellaneous repairs to existing sidewalks, and related improvements.

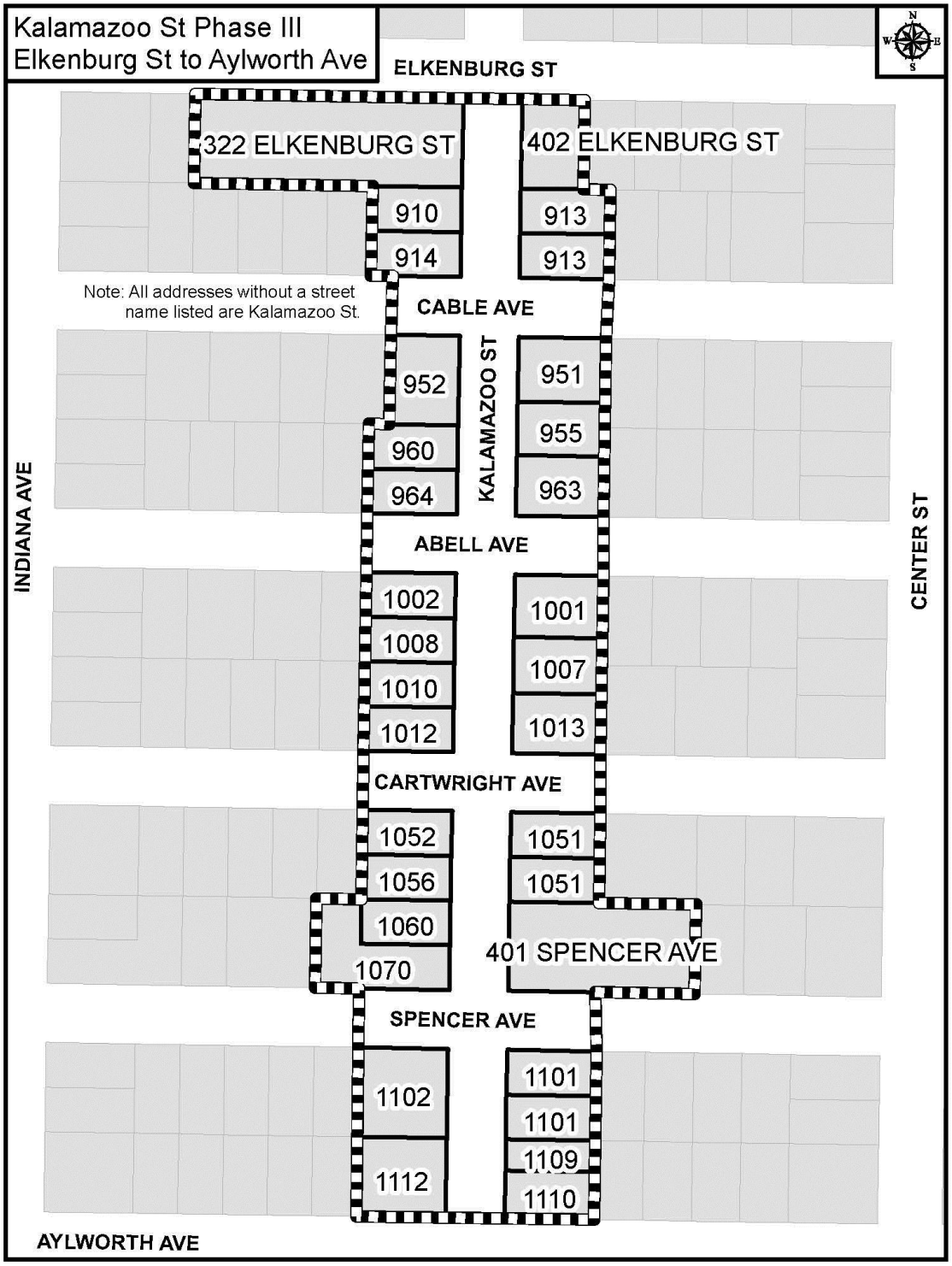
The public improvements will be made on Kalamazoo Street from Aylworth Avenue to Elkenburg Street.

The City Council has resolved its intention to proceed pursuant to Ordinance No. 833A as amended by Ordinance 853 to make said Public Improvements in the City. The City Council has tentatively determined that a portion of the cost of said Public Improvements shall be specially assessed against each of the following described lots and parcels of land, which together comprise the proposed Kalamazoo Street Reconstruction Phase 1 Project Special Assessment District:

Parcel Number	Street Address	Parcel Number	Street Address
80-53-130-007-00	402 ELKENBURG ST	80-53-200-053-00	1010 KALAMAZOO ST
80-53-200-001-00	322 ELKENBURG ST	80-53-200-054-00	1012 KALAMAZOO ST
80-53-200-017-00	910 KALAMAZOO ST	80-53-130-042-00	1013 KALAMAZOO ST
80-53-130-009-00	913 KALAMAZOO ST	80-53-130-055-00	1051 KALAMAZOO ST
80-53-130-010-00	913 KALAMAZOO ST	80-53-130-056-00	1051 KALAMAZOO ST
80-53-200-018-00	914 KALAMAZOO ST	80-53-200-055-00	1052 KALAMAZOO ST
80-53-130-023-00	951 KALAMAZOO ST	80-53-200-056-00	1056 KALAMAZOO ST
80-53-200-019-00	952 KALAMAZOO ST	80-53-200-071-00	1060 KALAMAZOO ST

80-53-130-024-00	955 KALAMAZOO ST	80-53-200-070-10	1070 KALAMAZOO ST
80-53-200-035-00	960 KALAMAZOO ST	80-53-130-057-01	401 SPENCER AVE
80-53-130-026-00	963 KALAMAZOO ST	80-53-130-071-00	1101 KALAMAZOO ST
80-53-200-036-00	964 KALAMAZOO ST	80-53-130-072-00	1101 KALAMAZOO ST
80-53-130-039-00	1001 KALAMAZOO ST	80-53-200-073-00	1102 KALAMAZOO ST
80-53-200-037-00	1002 KALAMAZOO ST	80-53-130-073-00	1109 KALAMAZOO ST
80-53-130-040-00	1007 KALAMAZOO ST	80-53-130-074-00	1110 KALAMAZOO ST
80-53-200-038-00	1008 KALAMAZOO ST	80-53-200-089-00	1112 KALAMAZOO ST

The boundaries of the Kalamazoo Street Reconstruction Project, Phase 3 Special Assessment District are shown on the following map:



TAKE NOTICE that the City Council of the City of South Haven will hold a public hearing on Monday, May 16, 2016 at 7:00 p.m. local time in the City Hall located at 539 Phoenix Street, South Haven, Michigan 49090 to hear and consider any objections to the proposed Public Improvements, the proposed special assessment district, and all other matters relating to said Public Improvements.

TAKE FURTHER NOTICE that if objections are filed by owners of property in the Special Assessment District which will be required to bear more than fifty percent (50%) of the cost of Public Improvements, a resolution determining to proceed shall be adopted by the affirmative vote of at least five (5) members of the City Council.

TAKE FURTHER NOTICE that the plans and estimates of cost for the Public Improvements are on file with the City Clerk for public examination.

PROPERTY SHALL NOT BE ADDED TO THE PROPOSED SPECIAL ASSESSMENT DISTRICT AND THE ORIGINAL ESTIMATE OF COST SHALL NOT BE SUBSTANTIALLY INCREASED WITHOUT FURTHER NOTICE AND PUBLIC HEARING.

TAKE FURTHER NOTICE that on a future date notice will be given and a second public hearing will be held specifically regarding the assessment roll and the assessments against each parcel in the special assessment district and that an owner or other person having an interest in the real property must file an appearance and protest at that public hearing in order to appeal the amount of their special assessment to the Michigan Tax Tribunal.

This notice was authorized by the City Council of the City of South Haven.

FOR FURTHER INFORMATION PLEASE CONTACT:

City Hall
City of South Haven
539 Phoenix Street, South Haven, Michigan 49090
Telephone (269) 637-0700

Amanda Morgan, Clerk
City of South Haven

EXHIBIT B

KALAMAZOO STREET RECONSTRUCTION PROJECT, PHASE 3
SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT ROLL 201601

Parcel Number	Owner Name	Water Assessment	Sewer Assessment	Total Assessment
80-53-130-007-00	SOUTH HAVEN HOUSING COMMISSION	$0.00	$1,310.96	$1,310.96
80-53-200-001-00	EMMANUEL COMMUNITY CHURCH OF SOUTH HAVEN	$0.00	$0.00	$0.00
80-53-200-017-00	BRIMFIELD, ROSA LEE	$2,333.69	$1,310.96	$3,644.65
80-53-130-009-00	SPIRITUAL CHURCH OF CHRIST	$0.00	$0.00	$0.00
80-53-130-010-00	SPIRITUAL CHURCH OF CHRIST	$2,333.69	$1,310.96	$3,644.65
80-53-200-018-00	PATTERSON, GAIL L	$2,333.69	$1,310.96	$3,644.65
80-53-130-023-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-200-019-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-130-024-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-200-035-00	PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST OF SOUTH HAVEN	$0.00	$0.00	$0.00
80-53-130-026-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-200-036-00	PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST OF SOUTH HAVEN	$0.00	$0.00	$0.00
80-53-130-039-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-200-037-00	PENTECOSTAL TEMPLE CHURCH OF GOD IN CHRIST OF SOUTH HAVEN	$0.00	$0.00	$0.00
80-53-130-040-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-200-038-00	CLARKE, MADGE	$0.00	$0.00	$0.00
80-53-200-053-00	BOYD, BESSIE	$2,333.69	$1,310.96	$3,644.65
80-53-200-054-00	GOODWIN, AHMMAD	$2,333.69	$0.00	$2,333.69
80-53-130-042-00	SOUTH HAVEN HOUSING COMMISSION	$0.00	$0.00	$0.00
80-53-130-055-00	NUISMER, ANTHONY Q	$2,333.69	$1,310.96	$3,644.65
80-53-130-056-00	NUISMER, ANTHONY Q	$0.00	$0.00	$0.00
80-53-200-055-00	DWYER, CEDRICK C	$0.00	$0.00	$0.00
80-53-200-056-00	MAY, ANTHONY JR & ROSA	$2,333.69	$1,310.96	$3,644.65
80-53-200-071-00	COX, WILLIE A	$2,333.69	$1,310.96	$3,644.65
80-53-200-070-10	ANTIOCH BAPTIST CHURCH	$2,333.69	$1,310.96	$3,644.65
80-53-130-057-01	CUNNINGHAM, JOE & AUGESTA	$0.00	$0.00	$0.00
80-53-130-071-00	CUNNINGHAM, LEON M & PHILOMENA M	$2,333.69	$1,310.96	$3,644.65

80-53-130-072-00	CUNNINGHAM, LEON & PHILOMENA	$0.00	$0.00	$0.00
80-53-200-073-00	SOUTH HAVEN HOUSING COMMISSION	$2,333.69	$1,310.96	$3,644.65
80-53-130-073-00	THREATT, RUBY	$2,333.69	$1,310.96	$3,644.65
80-53-130-074-00	THREATT, RUBY	$0.00	$0.00	$0.00
80-53-200-089-00	RICE, LEONA M	$2,333.69	$1,310.96	$3,644.65

ASSESSORS CERTIFICATE

I, Nathan Brousseau, City Assessor of the City of South Haven, hereby state that the attached Special Assessment Roll was made pursuant to a resolution of the City Council adopted on May 16, 2016 and in making such Special Assessment Roll, I have according to my best judgment, conformed in all respects to the directions contained in such resolution and the statutes of the State of Michigan.

Date: _____

_____
City Assessor
City of South Haven

CERTIFICATE OF CONFIRMATION

I, Amanda Morgan, City Clerk of the City of South Haven, certify that the above Special Assessment Roll was confirmed on _____ by resolution of the City Council of the City of South Haven.

Date: _____

_____
Amanda Morgan, City Clerk
City of South Haven

General Information

The citizens of Van Buren County have supported a road millage since 1978 when it was first approved. It was last renewed in 2012.

The road millage provides funds for the purpose of maintaining, repairing, and constructing public streets, avenues and roads in Van Buren County. In fact, the funds from the county-wide road millage are a substantial part of the annual road budget for the Road Commission, and for all cities, villages and townships located in the County.

In addition, because a major portion of the road work is completed by local contractors, this millage helps to keep jobs right here where we need them: in Van Buren County and the surrounding localities. Better roads and bridges save time, save lives, and save money.

Van Buren County Road Commission

325 West James Street
Post Office Box 156
Lawrence, Michigan 49064

Phone: 269-674-8011
Fax: 269-674-3770
E-mail: vbcrc@vbcrc.org

Van Buren County Road Millage Proposal 2016

Vote August 2, 2016

Lawrence B. Hummel, P.E., County Highway Engineer-Manager

Board Members:
W.C. Askew, Sr., Chairman
Alain E. Svilpe, Vice-Chairman
Reginald D. Boze, Member
Gregory H. Kinney, Member
Chester M. Ray, Member

Better Highways:
Save Lives, Save Time, Save Money.

Do You Know . . .

The County-Wide Road Millage Proposal is to RENEW the expiring millage for roads. The Proposal seeks to renew a 0.9769-mill for four years. For a home with a taxable value of $61,000 ($122,000 market value), the mill would cost a homeowner approximately $60.00 annually. These millage dollars are spent directly on **repairing and constructing** roads in Van Buren County. These millage funds are not spent on routine maintenance operations, such as snow removal, pothole filling, pavement marking, roadside mowing, tree removals, etc. as they are funded by fuel tax and vehicle registration fees.

By defining how these road millage dollars can be spent the Road Commission has been able to make improvements to the county-wide road network to help meet the needs of its citizens.

The Road Millage is Vital to Van Buren County Roads

It may come as a surprise to learn that road commissions receive almost all of their revenues from fuel taxes and vehicle registration fees through the State of Michigan Transportation Fund (MTF). These funds are what the Road Commission utilizes in its routine operations to maintain the county road system which consists of **1,330 miles**, including 66 bridges, 9,042 traffic signs, 1,438 stop signs, 4 traffic signals, and 5 flashing lights at intersections.

Michigan Transportation Funds received a boost from the legislature last fall when it approved a $1.2 billion package for new funding. However, it should be noted that the fully funded program will not be whole until FY2021 beginning with phased-in increases in FY2017. This makes the local funding options in Van Buren County just as important as ever over the coming years.

Vote on August 2, 2016

The Van Buren County Road Commission, your Townships, and all of the Cities and Villages of Van Buren County urge you to get out and vote on Tuesday, August 2, 2016.

Our road network is vital to the social and economic welfare of the citizens of Van Buren County. Our economy is based heavily on agriculture, agri-business and tourism. In addition, thousands of children are transported daily over the county-wide road network. A well-developed road network enables all of us to travel safely to and from work and school, and to and from our shopping and entertainment centers.

Better roads and bridges save time, save lives, and save money.

Agenda Item 8

Fiscal Year 2016-17; Budget Adoption

Background Information:

The City Council will be asked to consider the adoption of the Fiscal Year 2016-17 Budget, as part of tonight's City Council meeting.

The manager's proposed budget for 2016-17 is complete and is now presented to the City Council for consideration. It is available for the public to review, and can be downloaded from the city's website at http://www.south-haven.com/ or can be obtained in print form at City Hall.

The budget process begins in earnest in February with department heads preparing budget concerns and requests for the City Manager's review. The Finance Department compiles and reviews these requests. As staff works through the various budget projections, a series of reports are distributed for the City Council's review. This year two workshop sessions were held by the City Council to make sure the budget is reflecting the adopted policy priorities of City Council.

The City Charter requires a public hearing on the proposed budget, which was conducted at the May 16th regular meeting of the City Council. The City Charter requires adoption of a budget to occur at the first council meeting in June. For tonight's meeting, the City Council is requested to adopt the attached budget document for the Fiscal Year 2016-17.

Recommendation:

The City Council should consider approval of the following resolutions:

- Resolution 2016-35: A Resolution adopting the 2016-17 Fiscal Year Budget for Component Unit Funds of the City of South Haven, Michigan.
- Resolution 2016-36: A Resolution adopting the 2016-17 Fiscal Year Budget for General, Special Revenue, Debt Service, Capital Projects and Fiduciary Funds of the City of South Haven, Michigan.
- Resolution 2016-37: A Resolution adopting the 2016-17 Fiscal Year Budget for Enterprise and Internal Service Funds of the City of South Haven, Michigan.
- Resolution 2016-38: A Resolution setting the 2016 Property Tax Millage.

Support Material:

DRAFT Budget Resolutions
Fiscal Year 2016-17 Budget Proposal

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-35

A RESOLUTION ADOPTING THE 2016/2017 FISCAL YEAR BUDGET FOR COMPONENT UNIT FUNDS OF THE CITY OF SOUTH HAVEN, MICHIGAN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, pursuant to and in accordance with Chapter 8 of the City Charter, the City Manager has submitted to the City Council a recommended budget for the City of South Haven for the 2015/2016 fiscal year; and

WHEREAS, the City Council has studied and considered such proposed budget with its incorporated capital outlay program; and

WHEREAS, notice of a public hearing on the proposed budget was published in the South Haven Tribune on May 3, 2016; and

WHEREAS, a public hearing on the proposed budget was held on May 16, 2016; and

WHEREAS, the proposed budget has been on file and open for public inspection for not less than one week as provided by Charter; and

WHEREAS, the City Council is authorized by the Uniform Budgeting and Accounting Act, MCLA 141.421; MSA 5.3228 (21) e.t. seq. to provide that the City Manager may execute transfers between line items and of individual departmental budgets without the prior approval of the City Council; and

WHEREAS, the City Council wishes to permit the City Manager, within certain restrictions, to execute transfers between line items of the budget without the prior approval of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City of South Haven City Council that the 2016/2017 fiscal year budget for the various funds and in the various amounts as summarized on the attached Exhibit A with their incorporated capital outlay programs are hereby adopted by activity level in accordance with the provisions of Public Act 621.

BE IT FURTHER RESOLVED that the City Manager may execute transfers between line items of individual departmental budgets without the prior approval of the City Council, provided that no increase in the total expenditures contained in the budget for any individual department is

made and provided that the budget adjustment be reflected in the quarterly budget status report which shall be submitted as an informational item to the City Council on a regular basis.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6tht day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

_____
Amanda Morgan, City Clerk

EXHIBIT A

CITY OF SOUTH HAVEN
2016/2017 FISCAL YEAR BUDGET SUMMARY
COMPONENT UNIT FUNDS

FUND	PROJECTED FUND BALANCE 7/1/2016	REVENUE AND OTHER SOURCES	EXPENDITURES AND OTHER USES	PROJECTED FUND BALANCE 6/30/2017
Component Units:				
Brownfield Authority	585,938	155,372	155,372	585,938
Downtown Development Authority	166,575	1,163,095	1,090,607	239,063
Local Dev Finance Authority #1	652,708	221,165	137,199	736,674
Local Dev Finance Authority #2	203,488	31,981	61,746	173,723
Local Dev Finance Authority #3	436,194	61,211	56,213	441,192
TOTAL	2,044,903	1,632,824	1,501,137	2,176,590

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-36

A RESOLUTION ADOPTING THE 2016/2017 FISCAL YEAR BUDGET FOR ENTERPRISE AND INTERNAL SERVICE FUNDS OF THE CITY OF SOUTH HAVEN, MICHIGAN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, pursuant to and in accordance with Chapter 8 of the City Charter, the City Manager has submitted to the City Council a recommended budget for the City of South Haven for the 2016/2017 fiscal year; and

WHEREAS, the City Council has studied and considered such proposed budget with its incorporated capital outlay program; and

WHEREAS, notice of a public hearing on the proposed budget was published in the South Haven Tribune on May 3, 2016; and

WHEREAS, a public hearing on the proposed budget was held on May 16, 2016; and

WHEREAS, the proposed budget has been on file and open for public inspection for not less than one week as provided by Charter; and

WHEREAS, the City Council is authorized by the Uniform Budgeting and Accounting Act, MCLA 141.421; MSA 5.3228 (21) e.t. seq. to provide that the City Manager may execute transfers between line items and of individual departmental budgets without the prior approval of the City Council; and

WHEREAS, the City Council wishes to permit the City Manager, within certain restrictions, to execute transfers between line items of the budget without the prior approval of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City of South Haven City Council that the 2016/2017 fiscal year budget for the various funds and in the various amounts as summarized on the attached Exhibit A with their incorporated capital outlay programs are hereby adopted by activity level in accordance with the provisions of Public Act 621.

BE IT FURTHER RESOLVED that the City Manager may execute transfers between line items of individual departmental budgets without the prior approval of the City Council, provided that no increase in the total expenditures contained in the budget for any individual department is

made and provided that the budget adjustment be reflected in the quarterly budget status report which shall be submitted as an informational item to the City Council on a regular basis.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6tht day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

_____
Amanda Morgan, City Clerk

EXHIBIT A

CITY OF SOUTH HAVEN
2016/2017 FISCAL YEAR BUDGET SUMMARY
ENTERPRISE AND INTERNAL SERVICE FUNDS

FUND	NET ASSETS 7/1/2016	REVENUE AND OTHER SOURCES	EXPENDITURES AND OTHER USES	NET ASSETS 6/30/2017
Enterprise Funds:				
Black River Park	590,469	608,560	784,252	414,777
Electric Fund	16,836,110	16,210,657	16,160,893	16,885,874
Water Fund	7,501,023	5,526,854	5,526,039	7,501,838
Sewer Fund	6,491,912	14,294,462	14,259,928	6,526,446
Marina Fund	2,359,028	739,000	873,010	2,225,018
Beach Fund	140,840	273,000	273,000	140,840
Internal Service Funds:				
Information Services	151,783	331,838	331,838	151,783
Motor Pool	2,483,474	875,639	1,130,890	2,228,223
Self Insurance Fund	482,307	0	0	482,307
TOTAL	37,036,946	38,860,010	39,339,850	36,557,106

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-37

RESOLUTION ADOPTING THE 2016/2017 FISCAL YEAR BUDGET FOR GENERAL, SPECIAL REVENUE, DEBT SERVICE, CAPITAL PROJECTS, AND FIDUCIARY FUNDS OF THE CITY OF SOUTH HAVEN, MICHIGAN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, pursuant to and in accordance with Chapter 8 of the City Charter, the City Manager has submitted to the City Council a recommended budget for the City of South Haven for the 2016/2017 fiscal year; and

WHEREAS, the City Council has studied and considered such proposed budget with its incorporated capital outlay program; and

WHEREAS, notice of a public hearing on the proposed budget was published in the South Haven Tribune on May 3, 2016; and

WHEREAS, a public hearing on the proposed budget was held on May 16, 2016; and

WHEREAS, the proposed budget has been on file and open for public inspection for not less than one week as provided by Charter; and

WHEREAS, the City Council is authorized by the Uniform Budgeting and Accounting Act, MCLA 141.421; MSA 5.3228 (21) e.t. seq. to provide that the City Manager may execute transfers between line items and of individual departmental budgets without the prior approval of the City Council; and

WHEREAS, the City Council wishes to permit the City Manager, within certain restrictions, to execute transfers between line items of the budget without the prior approval of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City of South Haven City Council that the 2016/2017 fiscal year budget for the various funds and in the various amounts as summarized on the attached Exhibit A with their incorporated capital outlay programs are hereby adopted by activity level in accordance with the provisions of Public Act 621.

BE IT FURTHER RESOLVED that the City Manager may execute transfers between line items of individual departmental budgets without the prior approval of the City Council, provided that no increase in the total expenditures contained in the budget for any individual department is

made and provided that the budget adjustment be reflected in the quarterly budget status report which shall be submitted as an informational item to the City Council on a regular basis.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

_____
Amanda Morgan, City Clerk

EXHIBIT A

CITY OF SOUTH HAVEN
2016/2017 FISCAL YEAR BUDGET SUMMARY
GENERAL, SPECIAL REVENUE, DEBT SERVICE,
CAPITAL PROJECTS AND FIDUCIARY FUNDS

FUND	PROJECTED FUND BALANCE 7/1/2016	REVENUE AND OTHER SOURCES	EXPENDITURES AND OTHER USES	PROJECTED FUND BALANCE 6/30/2017
General Fund	1,875,617	7,737,674	7,737,674	1,875,617
Special Revenue Funds:				
Major Street	127,436	380,584	380,584	127,436
Local Street	38,522	196,626	196,626	38,522
Street Fund	243,246	7,146,285	7,186,942	202,589
Garbage/Refuse	19,767	408,728	408,728	19,767
Budget Stabilization	211,658	50,000	0	261,658
Narcotics Unit	84,544	230,800	230,800	84,544
Police Training	999	4,000	4,000	999
Block Grant - Post 1995 Fund	41,552	0	0	41,552
River Maintenance	90,719	36,880	36,880	90,719
Sick Leave Reserve	113,008	0	0	113,008
Debt Service Funds:				
Building Authority #2	30,851	259,776	259,776	30,851
DDA Debt Service #2	15,648	208,560	208,560	15,648
2003 Capital Bond Debt Service	32,346	341,338	341,338	32,346
2007 Capital Bond Debt Service	1,360	108,723	108,723	1,360
Capital Project Funds:				
Cemetery Improvements	297,294	12,500	211,740	98,054
Pavilion and Ice Rink	6,929	40,000	40,000	6,929
Capital Projects	206,061	1,152,534	1,296,586	62,009
Fiduciary Funds:				
Cemetery Perpetual Care	312,382	14,000	0	326,382
TOTAL	3,749,939	18,329,008	18,648,957	3,429,990

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-38

A RESOLUTION SETTING THE 2016 PROPERTY TAX MILLAGE

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of South Haven, in order to execute the Fiscal Year 2016/2017 Budget, needs to establish millage rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Haven that the 2016 Summer Tax Millage be set at 14.2528 mills and the 2016 Winter Tax Millage be set at 0.5765 mills as detailed on Exhibit A.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

_____
Amanda Morgan, City Clerk

Exhibit A

Michigan Department of Treasury
614 (Rev. 04-16)

2016 Tax Rate Request (This form must be completed and submitted on or before September 30, 2016)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2016 Taxable Value of ALL Properties in the Unit as of 5-23-16
VAN BUREN / ALLEGAN	391,625,431
Local Government Unit Requesting Millage Levy	**For LOCAL School Districts: 2016 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.**
SOUTH HAVEN CITY	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2016 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2015 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2016 Current Year "Headlee" Millage Reduction Fraction	(7) 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	OPERATING		15.0000	10.2541	0.9964	10.2171	1.0000	10.2171	10.2171		NONE
PA 127	REFUSE		3.0000	2.0504	0.9964	2.0430	1.0000	2.0430	1.2000		NONE
PA 47	HOSPITAL		0.4000	0.3294	0.9964	0.3282	1.0000	0.3282		0.3282	NONE
PA 1877	LIBRARY		1.0000	0.8245	0.9964	0.8215	1.0000	0.8215	0.5900		NONE
EX VOTED	NARCOTICS		0.6798	0.6776	0.9964	0.6751	1.0000	0.6751	0.6751		11/16
EX VOTED	SR SERV		0.2500	0.2492	0.9964	0.2483	1.0000	0.2483		0.2483	12/17
EX VOTED	STREETS		1.7500	1.5763	0.9964	1.5706	1.0000	1.5706	1.5706		12/27

Prepared by	Telephone Number	Title of Preparer	Date
Wendy J. Hochstedler	269-637-0714	Finance Director	5-18-16

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
x Clerk / Secretary		Amanda Morgan, City Clerk	
x Chairperson / President		Robert G. Burr, Mayor	

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate*

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2016 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Resolution 2016-38

Agenda Item 9
Utility Rate Ordinance; Introduction

Background Information:

The City Council will be asked to consider the introduction of an amended utility rate ordinance. The utility rate changes will impact the city's water, sanitary sewer, and electric utilities. During this year's rate setting process, the Board of Public Utilities (BPU) approved an increase of 2.5% for the various components of the water and sanitary sewer utility rates to be effective July 1, 2016. Further, the BPU recommended an adjustment of the city's electric rates. More details on the proposed rate changes is found below.

There have been funding discussions over the past couple of years with regard to the infrastructure improvements necessary as a result of the studies performed to identify inflow & infiltration (I & I) into the sanitary sewer system. A portion of the improvements will be funded through the State Revolving Loan Fund (SRF) and the balance with other conventional bonding sources. The overall funding plan has not been completed but will be available later in September. City administration will be bringing the funding plan, SRF loan details and bonding details, along with any possible rate changes to the City Council as soon as information is available.

Regarding the electric utility rates, staff was provided the actual energy cost charges proposed by our supplier for the upcoming year at the annual IMMDA meeting, which was held on May 16, 2016. Increases in the electric demand rate made up the majority of the increases in purchased power. Upon analysis of the data the BPU recommends a 2.5% increase in the meter charges, residential energy rate, commercial power and industrial energy rates. There will be no change in the commercial energy rate. The demand customers will also see an increase of 14% in the demand rate. Electric customers will continue to share in the fluctuations of fuel charges and PJM open access transmission fees charged to the City by our supplier by way of the "Energy Cost Adjustment" shown on the monthly utility bill.

Please review the attached utility bill comparison report based on the average residential utility customer. As noted in the report, if all three utility rates are adjusted in the manner recommended by the city's BPU, the average residential utility customer is likely to experience approximately $7.62 of additional monthly utility costs.

Recommendation:

Staff recommends that the City Council consider a motion to introduce the utility rate ordinance as presented.

Support Material:

DRAFT Utility Rate Setting Ordinance
FY 2017 Utility Bill Comparison Report

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO.____

AN ORDINANCE TO AMEND RATES FOR THE CITY OF SOUTH HAVEN UTILITIES

The City of South Haven Ordains:

SECTION 1

That Section 86-36 regarding electric rates of the Code of Ordinances for the City of South Haven is hereby amended to read as follows:

Sec. 86-36. Electric rate structure.

The following are the electrical charges and rates for electrical service customers:

(1) *Residential customers.* Basic electric charge: $5.64/month; power usage rate: $0.107/kWH; energy optimization surcharge $0.001612/kWH.

(2) *Commercial customers.* Basic electric charge: $6.97/month; power usage rate: $0.11/kWH; energy optimization surcharge $0.002126/kWH.

(3) *Commercial power customers.* Power usage rate: .0595/kWH; demand charge: $14.05/kw; minimum demand: 15 kw/month; primary metered customers: rebate of two percent of kWH usage; energy optimization surcharge $0.002126/kWH.

(4) *Industrial and municipal customers.* Power usage rate: .0480/kWH; demand charge: $14.05/kw; minimum demand: 15 kw/month; energy optimization surcharge $0.002126/kWH.

(5) *Unmetered Security/Street Lighting.* 150 Watt Lights - $9.00/Month. 250 Watt Lights - $15.00/Month.

The Energy Optimization Surcharge shall terminate on December 31, 2018. Monthly electric bills will be increased or decreased to offset fuel charge adjustments and PJM open access transmission tariff charges billed to the City by the supplier.

SECTION 2

That subsections 86-71 and 86-72 regarding water rates of the Code of Ordinances for the City of South Haven are hereby amended to read as follows:

Section 86-71. Standby charge.

The water standby service fee is based on the size of the water meter used or installed, is the minimum charge, is payable in advance, and is additional to the charge for water use. Such charge is to include the cost of debt service, capital replacement funding, capital

improvement and the readiness to serve costs. Such charge is made whether or not the water meter is turned off. Such charges shall be as follows:

	Meter Size Inches	Plant Replacement	City Capital Improvement	Capital Replacement	Ready to Serve	Total
(1)	5/8" or 3/4" meter	$19.95	$4.22	$2.01	$7.06	$33.24
(2)	1" meter	$26.62	$5.63	$2.69	$9.41	$44.35
(3)	1 1/4" meter	$38.07	$8.06	$3.80	$13.46	$63.39
(4)	1 1/2" meter	$49.57	$10.49	$4.98	$17.51	$82.55
(5)	2" meter	$70.81	$15.00	$7.10	$25.03	$117.94
(6)	3" meter	$124.13	$26.22	$12.44	$43.81	$206.60
(7)	4" meter	$185.94	$39.35	$18.71	$65.71	$309.71
(8)	6" meter	$292.14	$61.81	$29.37	$103.25	$486.57
(9)	8" meter	$459.14	$97.25	$46.10	$162.31	$764.80

Section 86-72. Water usage rate.

In addition to the standby charge for water, a usage charge is levied which is based solely on the amount of water which is registered on the water meter each billing period. This rate shall be as follows:

(1)	1st 2,500 cubic feet:	$2.28 per 100 cubic feet
(2)	Over 2,500 but not over 25,000 cubic feet	$2.06 per 100 cubic feet
(3)	Over 25,000 cubic feet	$2.00 per 100 cubic feet

SECTION 3

That Sections 86-171 and 86-172 regarding sewer rates of the Code of Ordinances for the City of South Haven are hereby amended to read as follows:

Section 86-171. Sewer standby service fees.

The sewer standby service fee is based on the size of the water meter used or installed, is the minimum charge, is payable in advance, and is additional to the charge for sewer use. Such charge is to include the cost of debt service, capital replacement funding, capital improvement and the readiness to serve costs. Such charge is made whether or not the sewer is in use.

	Meter Size (inches)	Debt Service	Capital Replacement	City Capital Improvement	Ready to Serve	Total
(1)	5/8" or 3/4" meter	$ 6.00	$ 2.11	$ 6.42	$ 8.77	$ 23.30
(2)	1" meter	$ 7.98	$ 2.81	$ 8.55	$ 11.73	$ 31.07

(3)	1 1/4" meter	$ 11.45	$ 4.00	$ 15.96	$ 16.78	$ 48.19
(4)	1 1/2" meter	$ 14.90	$ 5.21	$ 22.80	$ 21.88	$ 64.79
(5)	2" meter	$ 21.29	$ 7.45	$ 31.26	$ 31.20	$ 91.20
(6)	3" meter	$ 37.26	$ 13.06	$ 39.91	$ 54.60	$ 144.83
(7)	4" meter	$ 55.90	$ 19.59	$ 59.88	$ 81.94	$ 217.31
(8)	6" meter	$ 87.83	$ 30.76	$ 94.08	$ 128.75	$ 341.42

Section 86-172. Sewer usage rate.

(a) In addition to the standby service charge for sewer, a usage charge is levied which is based solely on the amount of water which is registered on the water meter each billing period. This rate is $2.81 per 100 cubic feet of water metered.

(b) The sewer usage volume charge for single-family and duplex residential structures for utility bills dated June 1 through September 30 will be based on the average monthly water use billed for the five-month period from the November water meter readings through the April water meter readings with a minimum volume charge of 1,000 cubic feet per month. If a month's metered water use is less than the above referenced sewer usage volume calculation, that month's sewer usage volume charge will be based on the metered water use. For new connections with no history of usage, the minimum billing will apply.

SECTION 4

If any portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION 5

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

SECTION 4

This ordinance shall take effect ten (10) days after its adoption or upon its publication in the *South Haven Tribune,* whichever occurs later.

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 6th day of June, 2016.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this ___ day of June, 2016.

_____

Robert G. Burr, Mayor

CERTIFICATION

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

_____

Amanda Morgan, City Clerk

Residential Utility Bill Comparison
PROPOSED RATES EFFECTIVE JULY 1, 2017

5/20/2016

Monthly Usage in Cu. Ft.	1,000		
Current Water Rate per 100 Cu. Ft.	2.22		
Proposed Water Rate per 100 Cu. Ft.	2.28	2.5%	*1.025*
Current Sewer Rate per 100 Cu. Ft.	2.74		
Proposed Sewer Rate per 100 Cu. Ft.	2.81	2.5%	*1.025*
Water Meter Size	5/8"-3/4"		
Monthly Electric Usage - KWH	750		
Current Rate per KWH	0.104		
Proposed Rate per KWH	0.110	5.8%	*1.0576*

City Customers	Current	Proposed	Change	Percent Change
Water Usage	22.20	22.76	0.56	2.5%
Water Capital Replacement	1.96	2.01	0.05	2.5%
Water Ready-To-Serve	6.89	7.06	0.17	2.5%
Water Capital Improvement	4.12	4.22	0.10	2.5%
Water Plant Debt Service	19.46	19.95	0.49	2.5%
Sewer Usage	27.40	28.09	0.68	2.5%
Sewer Capital Replacement	2.06	2.11	0.05	2.5%
Sewer Ready-To-Serve	8.56	8.77	0.21	2.5%
Sewer Debt Service	5.85	6.00	0.15	2.5%
Sewer Capital Improvement	6.26	6.42	0.16	2.5%
Electric Usage	78.00	82.50	4.50	5.8%
Basic Electric Charge	5.50	6.00	0.50	9.1%
Total Utility Bill	**188.26**	**195.88**	**$ 7.62**	**4.0%**
Total Water Bill	54.63	56.00	**1.37**	**2.5%**
Total Sewer Bill	50.13	51.38	**1.25**	**2.5%**
Total Electric Bill	83.50	88.50	**5.00**	**6.0%**

Residential Utility Bill Comparison
PROPOSED RATES EFFECTIVE JULY 1, 2017

5/20/2016

Monthly Usage in Cu. Ft.	1,000		
Current Water Rate per 100 Cu. Ft.	2.22		
Proposed Water Rate per 100 Cu. Ft.	2.28	2.5%	*1.025*
Current Sewer Rate per 100 Cu. Ft.	2.74		
Proposed Sewer Rate per 100 Cu. Ft.	2.81	2.5%	*1.025*
Water Meter Size	5/8"-3/4"		
Monthly Electric Usage - KWH	750		
Current Rate per KWH	0.104		
Proposed Rate per KWH	0.110	5.8%	*1.0576*

South Haven Township		Current	Proposed	Change	Percent Change
Water Usage		22.20	22.76	0.56	2.5%
Water Capital Replacement		1.96	2.01	0.05	2.5%
Water Ready-To-Serve		6.89	7.06	0.17	2.5%
Water Plant Debt Service		19.46	19.95	0.49	2.5%
Water Authority Debt Service	no change	13.00	13.00	-	0.0%
Sewer Usage		27.40	28.09	0.68	2.5%
Sewer Capital Replacement		2.06	2.11	0.05	2.5%
Sewer Ready-To-Serve		8.56	8.77	0.21	2.5%
Sewer Authority Debt Service	no change	18.00	18.00	-	0.0%
Electric Usage		78.00	82.50	4.50	5.8%
Basic Electric Charge		5.50	6.00	0.50	9.1%
Total Utility Bill		**203.03**	**210.24**	**$ 7.21**	**3.6%**
Total Water Bill		63.51	64.77	**1.26**	**2.0%**
Total Sewer Bill		56.02	56.97	**0.95**	**1.7%**
Total Electric Bill		83.50	88.50	**5.00**	**6.0%**

Casco Township		Current	Proposed	Change	Percent Change
Water Usage		22.20	22.76	0.56	2.5%
Water Capital Replacement		1.96	2.01	0.05	2.5%
Water Ready-To-Serve		6.89	7.06	0.17	2.5%
Water Plant Debt Service		19.46	19.95	0.49	2.5%
Water Authority Debt Service	no change	24.00	24.00	-	0.0%
Sewer Usage		27.40	28.09	0.68	2.5%
Sewer Capital Replacement		2.06	2.11	0.05	2.5%
Sewer Ready-To-Serve		8.56	8.77	0.21	2.5%
Sewer Authority Debt Service	no change	36.00	36.00	-	0.0%
Total Utility Bill		**148.53**	**150.74**	**$ 2.21**	**1.5%**
Total Water Bill		74.51	75.77	**1.26**	**1.7%**
Total Sewer Bill		74.02	74.97	**0.95**	**1.3%**

Residential Utility Bill Comparison
PROPOSED RATES EFFECTIVE JULY 1, 2017

5/20/2016

Monthly Usage in Cu. Ft.	1,000		
Current Water Rate per 100 Cu. Ft.	2.22		
Proposed Water Rate per 100 Cu. Ft.	2.28	2.5%	*1.025*
Current Sewer Rate per 100 Cu. Ft.	2.74		
Proposed Sewer Rate per 100 Cu. Ft.	2.81	2.5%	*1.025*
Water Meter Size	5/8"-3/4"		
Monthly Electric Usage - KWH	750		
Current Rate per KWH	0.104		
Proposed Rate per KWH	0.110	5.8%	*1.0576*

Covert Township	Current	Proposed	Change	Percent Change
Water Usage	22.20	22.76	0.56	2.5%
Water Capital Replacement	1.96	2.01	0.05	2.5%
Water Ready-To-Serve	6.89	7.06	0.17	2.5%
Water Plant Debt Service	19.46	19.95	0.49	2.5%
Total Covert Utility Bill	**50.51**	**51.77**	**$ 1.26**	**2.5%**

Geneva Township	Current	Proposed	Change	Percent Change
Electric Usage	78.00	82.50	4.50	5.8%
Basic Electric Charge	5.50	6.00	0.50	9.1%
Total Utility Bill	**83.50**	**88.50**	**$ 5.00**	**6.0%**

2016-17

Capital Improvements

City of South Haven

2010 Wastewater Treatment Plant Evaluation

WWTP Evaluation - Summary

- The treatment process meets the permit under normal conditions but components and lift stations are wearing out
- Improvements can help **reduce operating costs**

WWTP Evaluation - Summary

- Capacity of the WWTP is 2.19mgd, average flow to the WWTP is 1.23-1.35mgd. Wet weather flows stress the capacity of the WWTP and Main LS, which has seen numerous overflows
- Wet weather flows impact plant operations and sizing of equipment – "the effects of the peak summer population in the City are less impacting than the wet weather flows"

WWTP Evaluation - Summary

- The WWTP was originally constructed in 1933
- Major renovations were constructed in 1963, 1971, and 1988, along with minor improvements every few years as needed
- Most of the facilities are 50+ years old

WWTP Evaluation - I

- Influent and Primary Treatment required to address imminent operational and/or capacity issues
  - Main (80% of flow – city/south) & Wells (20% of flow – north city and Casco) Lift Stations (45-80 yrs old)/Headworks Building
    - Capacity, Structural, and Equipment Issues
  - Raw Wastewater Screening & Grit Removal(50 years old)
    - Damaged and Ineffective
    - Operational Issues result from debris getting through
  - Influent Metering
    - Inaccurate at High Flows

WWTP Evaluation - II

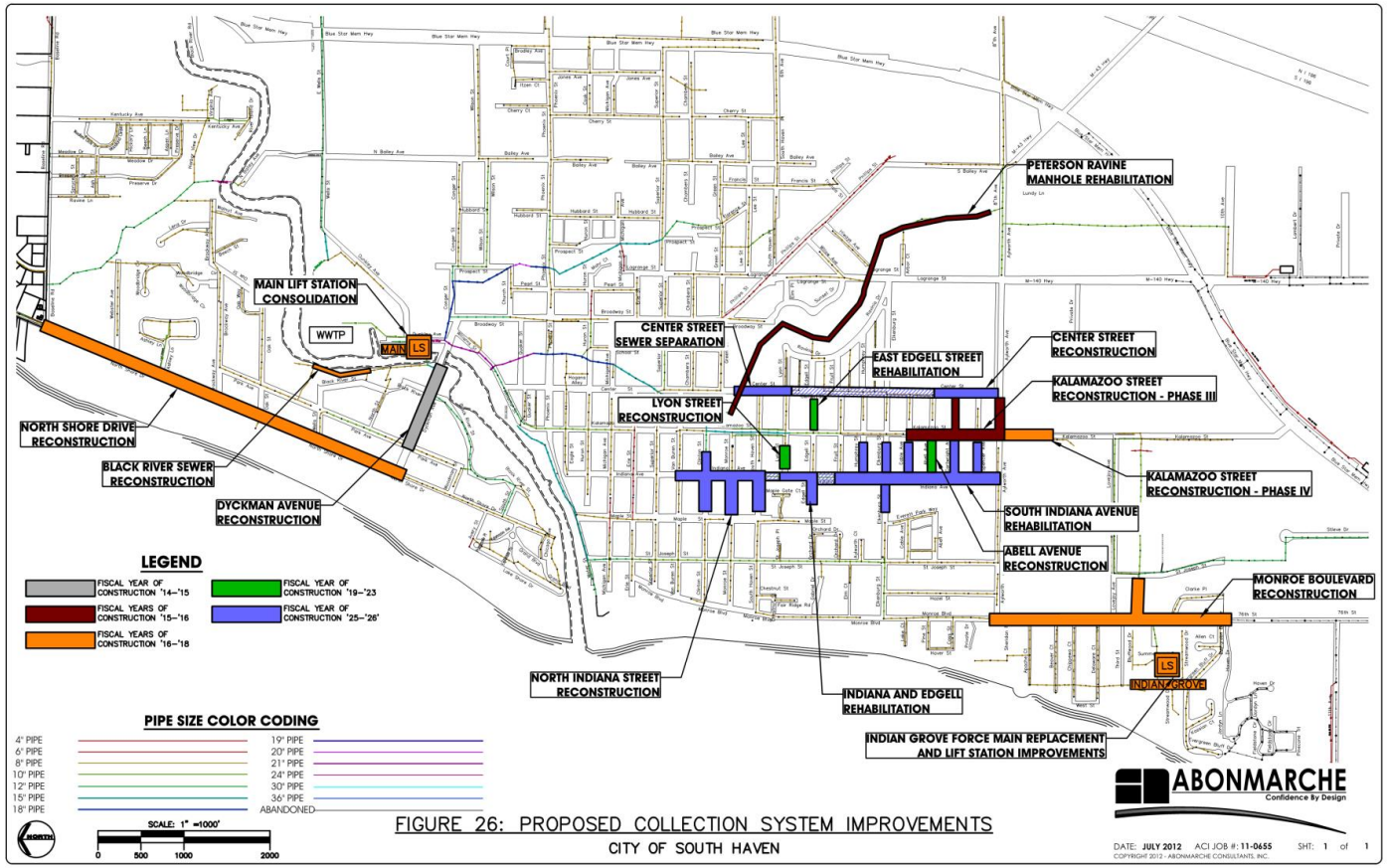
- Secondary Treatment to address permit compliance, operational/process efficiency savings in the 5-10 year range
  - Biological Treatment (50 years old)
    - Capacity, Aeration, and Pumping Issues – 45% of the electrical usage
  - Settling Tanks (30-50 years old)
    - Inadequate Capacity for proper sludge thickening
  - Chemical Feed (40-50+ years old)
    - Replace Equipment & Remove Retired Equipment for added safety and efficiency
  - Solids Handling (30-50 years old)
    - Inadequate Capacity and Storage
    - Non-compliant with 10 State Standards – private hauler to assist

WWTP Evaluation - III

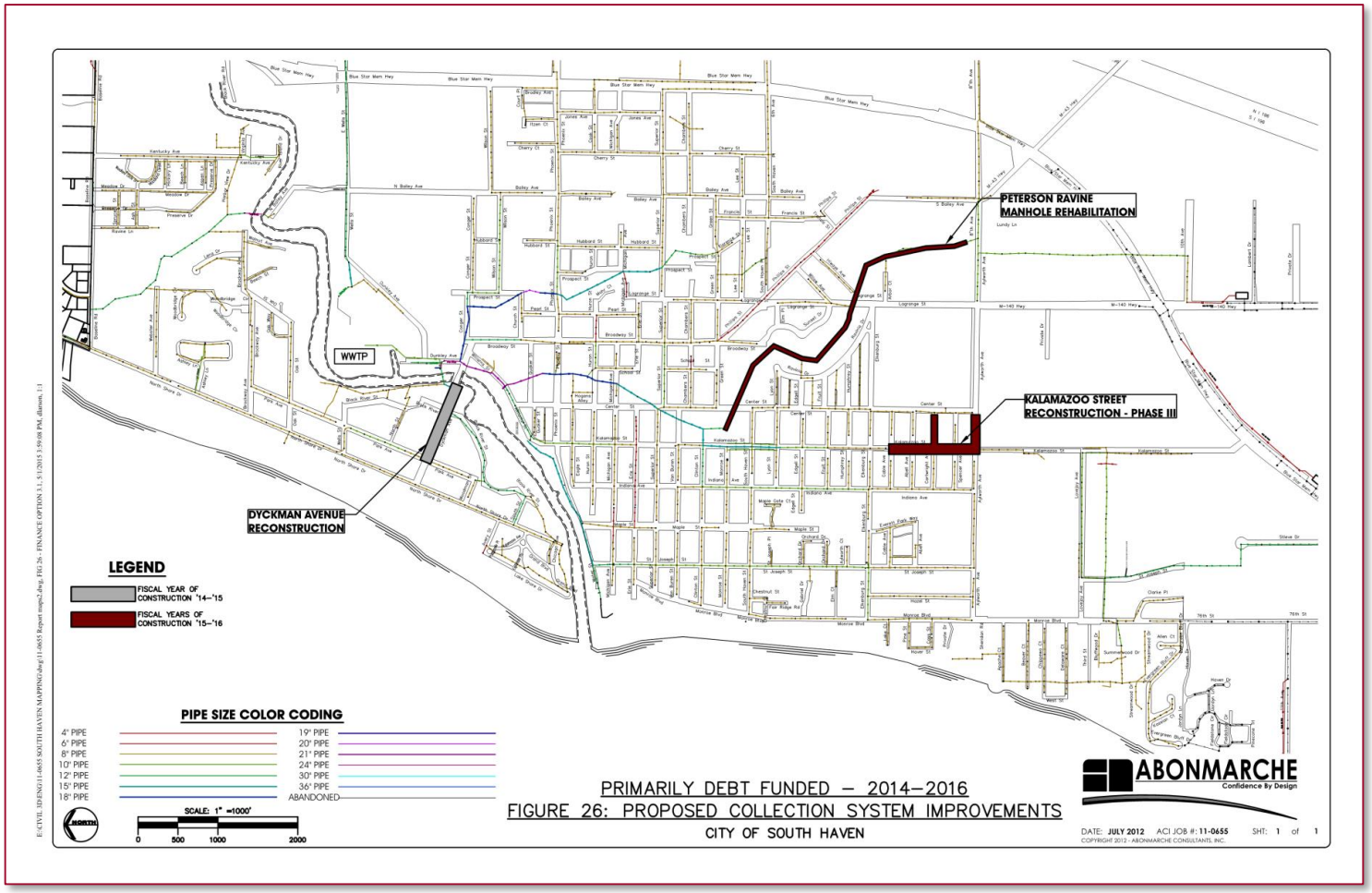
- Tertiary Treatment to address potential growth and permit issues in the 10-15 year range
- Facilities
  - Electrical
    - Replace Motor Control Center (MCC) – original still in place
    - SCADA System Replacement – limited capacity and interface
  - Structural and Building Needs
    - Laboratory - Climate Control, Roof, and Offices
    - Maintenance Building - Equipment Storage

Recommended Sewer System Improvements

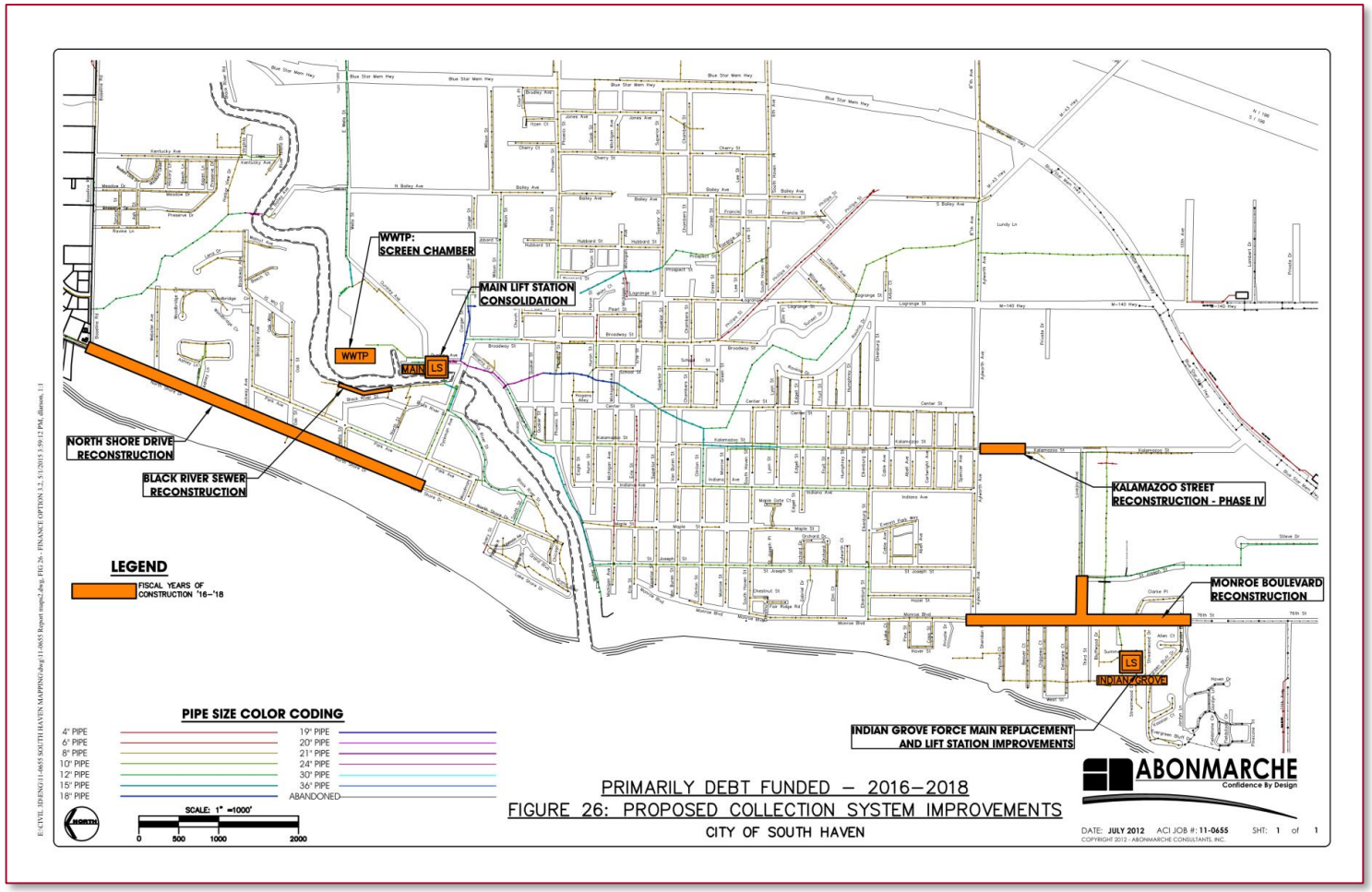
Recommended Improvements



Phase 1 Projects



Phase 2 Projects



Funding Source	Project Cost
General Fund	$353,983
Streets Fund	$3,041,770
Electric Fund	$287,000
Water Fund	$210,608
Sewer Fund	$710,333
Total	$4,603,694

North Shore Drive

Scope and Benefit

- Replace aging, poor condition sewer with insufficent slope
- Connect homes on east side to newer watermain
- Improve roadway surface, drainage, and parking to meet current Major Street standards
- Improve park entrance signage and Newcome Beach access
- Resurfacing failing asphalt in Packard Park
- New entrance signs, bike racks, trash receptacles, and landscaping at entrances to Dyckman and oak Street Parks
- Remove overhead electric on west side
- Improved sidewalks and pedestrian crossings
- Net increase of 47 trees

Monroe Boulevard (Evergreen to Aylworth) & IGLS

	Project Cost
Streets Fund	$1,504,476
Electric Fund	$114,000
Water Fund	$369,847
Sewer Fund	$122,117
Sewer Fund/LS	$690, 060
Total	$2,800,500

Scope and Benefit

- Replace leaky Forcemain Crossing the Creek
- Upgrade aging Lift Station Components and Structure
- New Lift Station Generator
- Add sidewalks and widened shoulder to roadway
- Electrical System Relocations & Upgrades
- Curb & Drainage Imporvements
- New Watermain

Kalamazoo St Phase 4 (Lovejoy to Aylworth)

	Project Cost
Streets Fund	$611,908
Water Fund	$93,233
Sewer Fund	$331,849
Total	$1,036,990

Scope and Benefit

- Replace Sanitary Sewer
- Reconstruct Roadway
- New Watermain

Black River Street – Dyckman to Wells

	Project Cost
Streets Fund	$949,252
Water Fund	$17,263
Sewer Fund	$880,663
Sewer Fund/LS	$627,832
Total	$2,475,010

Scope and Benefit

- Relocate sanitary sewer adjacent to water's edge to City right of way in roadway
- Install lift station and forcemain to wastewater treatment plant
- Install sidewalks and dedicated on-street parking
- Improve storm sewer drainage and resurface roadway

Main Pump Station

	Project Cost
General Fund	$563,452
Streets Fund	$307,804
Black River Park Fund	$130,672
Electric Fund	$121,000
Water Fund	$141,323
Sewer Fund	$1,896,133
Sewer Fund/WWTP	$7,103,640
Sewer Fund/LS	$92,880
Total	$10,356,904

Scope and Benefit

- Remove existing pump station and forcemain on Dunkley/Wells, eliminate SSOs
- Extend watermain north along Dunkley into Park
- Enclose county drain to river
- Resurface streets from existing pump station to wastewater treatment plant
- Construct new detention area for heavy flows
- On-site generator

Non-Sewer Related Major Capital Project -North Beach Improvements

	Project Cost
Streets Fund	$220,000
Capital Projects 1 Fund	$836,644
Water Fund	$60,000
Total	$1,116,644

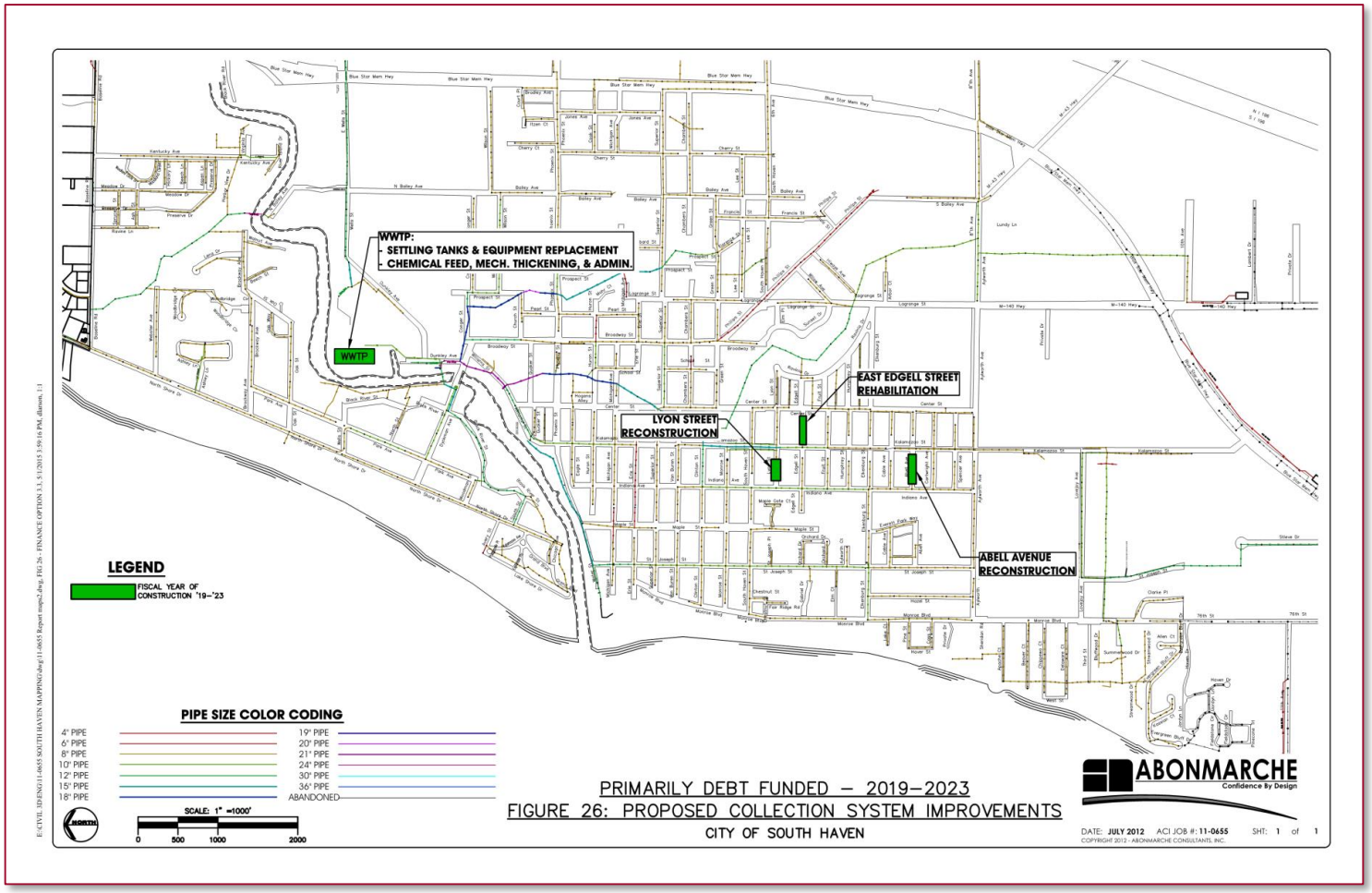
Scope and Benefit

- MNRTF Grant for $300,000
- Implement Phase 1 of North Beach Park Master Plan
- Tables, benches, bike racks, recycling, beach access
- Playground
- Promenade/Plaza
- Improve flow to hydrant at Esplanade
- Resurface streets

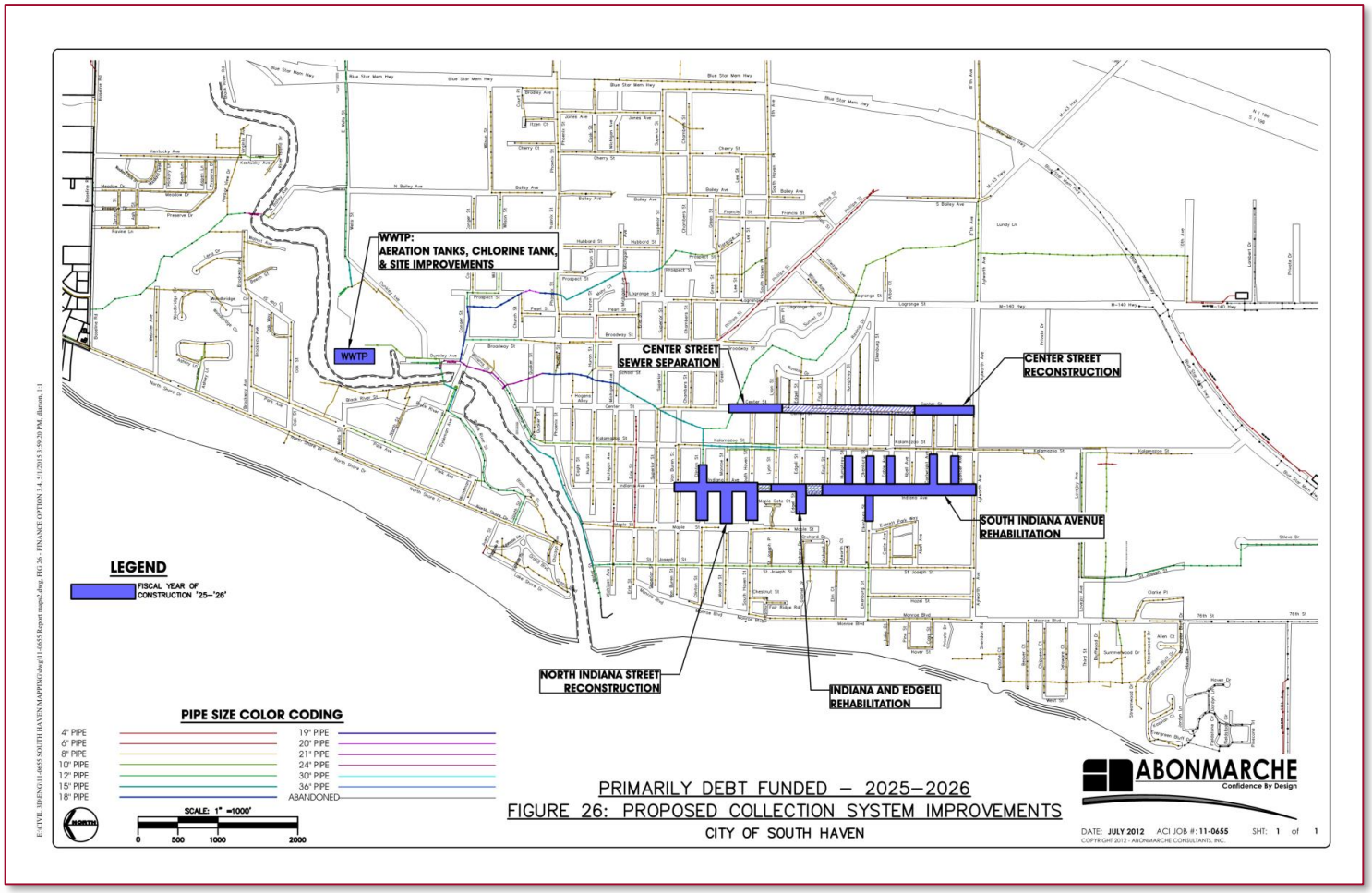
Implementation Schedule

- Monroe/IGLS/Kalamazoo 4 9/16-7/17
- North Shore Drive – Segment 1 (Dyckman to Brockway) 9/16-5/17
- North Shore Drive – Segment 2 (Brockway to Baseline) 9/17-5/18
- Main Lift Station 9/16-9/18
- Black River Street 9/17-5/18
- Dyckman Avenue 9/17-5/18

Phase 3 Projects



Phase 4 Projects



Issues to Address Together

- Of the projects identified above, the following address flows from both City and Township users
- Peterson Ravine
- Kalamazoo Street
- Indian Grove Lift Station
- Main/Wells Lift Stations
- WWTP

Sources & Uses

Project Plan: Sources of Funding

Total Phase 2 Cost	$22.4M
Total DEQ/SRF Loan	$12M
Building Authority(Parks) Bond/General Fund	$1.6M
MTF Bonds/Streets	$2.5M
General Obligation Bond	$7.4M
Total to Request	$23.5M
Other Sources:	
SAW Grants	$583k
Electric Funds	$522k

General Obligation Bond – Payback

- Water Funds
- Sewer Funds
- Street Funds
- Special Assessments – $800,000
- LDFA
- DDA

Other Capital Improvement Projects

SAW Funded Engineering

	Project Cost
Streets Fund	$106,099
Total	$106,099

Scope and Benefit

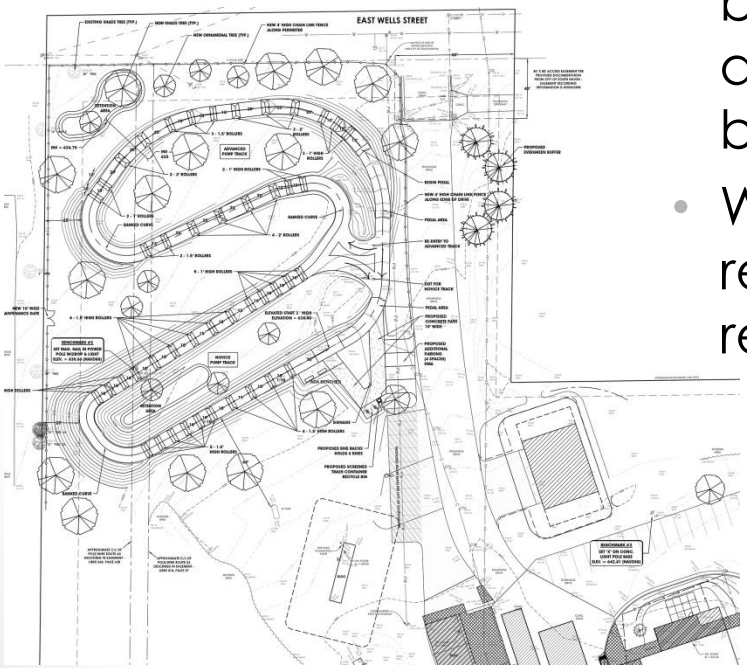
- Complete Design of Future Phases with SAW Grant Assistance

	Project Cost
Capital Projects 1 Fund	$100,040
Total	$100,040

BMX Pump Track

Scope and Benefit

- Grant = $42,790
- Install pump track, landscaping, bike racks, benches, fences, parking area, trash and recycling bins
- Will increase outdoor recreation opportunities for residents and visitors



Celery Pond/BRP Development

	Project Cost
Capital Projects 1 Fund	$266,200
Total	$266,200

Scope and Benefit

- Grant = $78,100
- Parking improvements
- Fishing platform
- Shore stabilization
- This project provides another recreation opportunity for residents and visitors and increases access to South Haven's waterways

Celery Pond Ped. Bridge

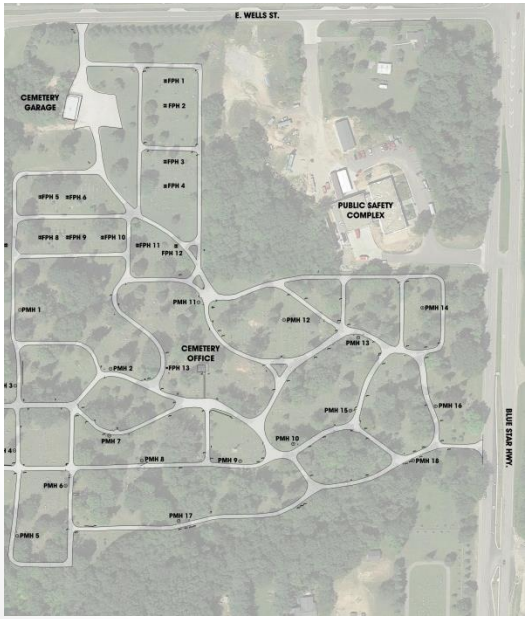
	Project Cost
Capital Projects 1 Fund	$85,000
Total	$85,000

Scope and Benefit

- Donations = $35,000
- Access across creek
- Cleanup water's edge
- River overlook
- Another recreational feature for residents and visitors

Lakeview Cemetery Improvements

	Project Cost
Cemetery Improvements	$211,740
Total	$211,740



Scope and Benefit

- Yard hydrant repairs and replacements
- Improvements to Bailey, Blue Star Highway, and Wells Street entrances
- Retaining wall and step replacements
- Building improvements
- Block markers/way-finding system
- Roadway crack sealing and maintenance repairs

Black River Park – Skid Pier

	Project Cost
Black River Park	$50,000
Total	$50,000

Scope and Benefit

- Grant = $37,500
- Replace two skid piers at Black River Park – current piers are old and at the end of their life span

Black River Park – Restroom Renovation

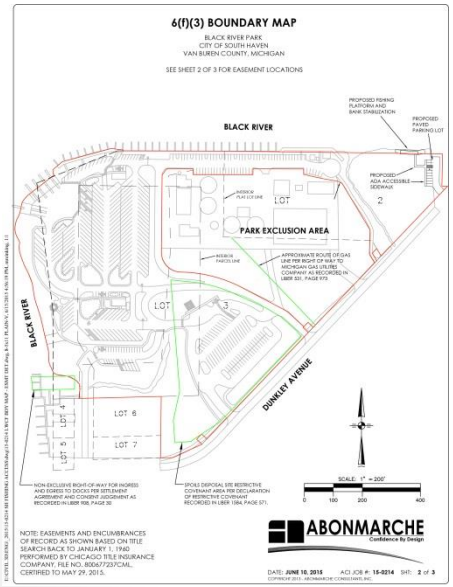
	Project Cost
Black River Park	$87,500
Total	$87,500

Scope and Benefit

- Grant = $37,500
- Upgrade fixtures, add improvements to become more ADA compliant
- Exterior repairs grant awarded

Black River Park – Fish Cleaning Station

	Project Cost
Black River Park	$165,000
Total	$165,000



Scope and Benefit

- Grant funded
- Reduce odors
- Station would use freezers to store fish waste instead of grinder disposal
- Project goal of enlisting a pet food provider to collect fish waste as a green option of disposing of fish waste

Black River Park – Driveway Improvements

	Project Cost
Black River Park	$172,000
Total	$172,000

Scope and Benefit

- Grant = $86,000
- To be completed following sewer construction
- Driveway would improve circulation in and out of Black River Park. Current traffic is bottlenecked at the gate.

South Side Marina - Roofing

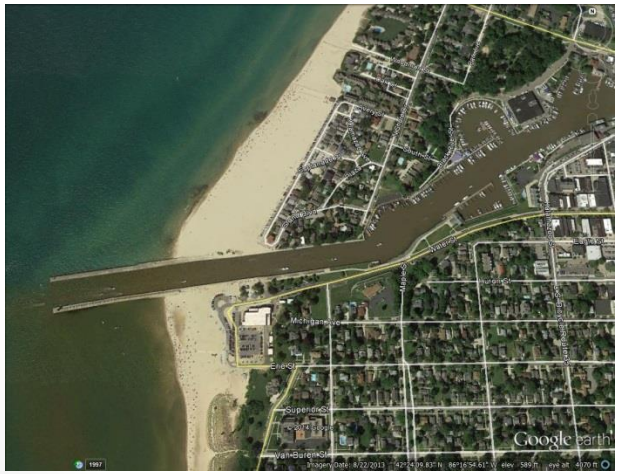
	Project Cost
Marina Fund	$125,000
Total	$125,000

Scope and Benefit

- Grant = $62,500
- Replace existing roof with standing seam metal roof
- Update color scheme of the building
- Secure integrity of the structure

South Side Marina – Engineering Study

	Project Cost
Marina Fund	$100,000
Total	$100,000



Scope and Benefit

- Grant = $50,000
- The project will benefit the City by evaluating how best to address wave impacts at the South Side Marina and other areas within the harbor
- It will also evaluate the feasibility of expansion of the South Side Marina docks

Other Miscellaneous Capital Improvements – General Fund

HVAC @ Public Safety	$47,337
Council Chambers	$15,000
Police Equipment	$22,500
Bailey Drain	$68,425
Harbor Walk	$25,000
Art Center	$5,000
LHBM	$5,000
Total	$188,262

Other Miscellaneous Capital Improvements – Streets Fund

• LeGrange & Aylworth Signal	$75,000
• Kalamazoo Street – Phase 3	$714,735
• Total	$789,735
•	

Other Miscellaneous Capital Improvements – DDA

• Water Street Hillside	$150,000
• Wi-Fi Upgrade Phase 2	$100,000
• Harbor Walk	$25,000
• Phoenix & Broadway Signal	$78,900
• Total	$353,900
•	

Other Miscellaneous Capital Improvements – Electric Fund

• DPW Security	$11,000
• 14th Avenue	$84,000
• Kalamazoo Street	$51,000
• Capacitor Banks	$24,500
• LeGrange/Phillips Street	$232,500
• Total	$403,000

Other Miscellaneous Capital Improvements – Water Fund

• Kalamazoo Street – Phase 3	$359,292
• DPW Security	$11,000
• Pump Refurbish, Business Park	$13,000
• Total	$383,292
•	

Other Miscellaneous Capital Improvements – Sewer Fund

• Kalamazoo Street – Phase 3	$458,512
• DPW Security	$11,000
• WWTP – Asset Management	$54,600
• WWTP – Primary Digester Mixing	$298,600
• Total	$822,712
•	

Total Capital Improvements

• Loan or Bond	$21,567,742
• Grant	$1,548,466
• Donation	$35,000
• City Funds	$4,526,291
•	

City of South Haven

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

Dunkley and Black River Infrastructure Improvements

Dunkley - Dyckman Avenue to Black River Park

Black River – Dyckman Avenue to Wells Street

Frequently Asked Questions (FAQ)

1. **Reasoning for the project.**
   The Waste Water Treatment Plant (WWTP) receives all flow from two (2) aging lift stations. These stations are referred to as the Main Lift Station (located on Dunkley Avenue) and the Wells Lift station (located north of the WWTP). Both of these stations have issues with their condition as they are older stations and have to be maintained frequently. The Main Lift station also has a capacity shortfall associated with high flows in wet weather. The capacity shortfall results in Sanitary Sewer Overflows (SSO's) that discharge to the Black River. Since 2000, the Main Lift Station is the most frequent source of SSO's in the City's collection system.

   The existing sewer along Black River Street is located adjacent the Black River where its proximity to the river and private residences limit both access for maintaining the pipe as well as the ability of land owners to conduct improvements to their waterfront. Additionally, the pipe was found to have severe deflections and cannot be properly maintained because of its alignment. The sanitary sewer is proposed to be relocated into the City Right-of-Way on Black River Street to allow pipe accessibility so that proper maintenance can be conducted. This also allows the pipe to be relocated from its current location adjacent to the River which will reduce the potential for wet weather Infiltration/inflow (I/I) that creates capacity shortfalls within the collection system and causes problems at the WWTP.

   A recently completed sewer system analysis recommended replacing both lift stations with consolidation into one station along with improvements to the WWTP facilities. This results in modifying the sewer alignments to allow more gravity fed sewers to the WWTP. In doing so, a smaller lift station is needed on Black River Street to send sewer flows directly to the WWTP. This new configuration will allow the improvements to be constructed while maintaining sewer service to sewer users while addressing capacity issues present with the existing system.

2. **What are the project limits?**
   Black River Street - Dyckman Avenue to Wells Street
   Dunkley Avenue – Dyckman Avenue to Black River Park
   Wastewater Treatment Plant

3. **What is the scope of the project?**
   a. **Black River Street**
      The project will include complete reconstruction of Black River Street to accommodate on-street parking, new sidewalk on the east side, replacement of the sanitary sewer mains and services, construction of new storm sewers, and a new lift station and force main under Black River.

   b. **Black River Street**
      Infrastructure improvements on Dunkley will include removal and replacement of the pavement surface to install sanitary sewer and water mains from the existing lift station to Black River Park. Storm drainage upgrades will be made within the Black River Park area as well.

4. **What is the project schedule?**
   The project will be completed in three phases:
   Phase 1 Black River Park – Wastewater Treatment Plant Area

   Construction Start Date: On or after September 6, 2016
   Construction Completion Date: September 2018

   Phase 2 Black River Street & Dunkley Avenue (Work within roadway)
   Construction Start Date: On or after September 5, 2017
   Construction Completion Date: May 31, 2018

   Phase 3 Black River Street service tie-ins and sewer abandonment

   Construction Start Date: May 31, 2018
   Construction Completion Date: August 31, 2018

   Substantial Completion: August 31 2018

5. **How much will this cost me?**
   The city typically levies a special assessment for 25% of the cost of sanitary sewer and water main construction and 50% for sidewalk construction. The special assessments will be limited to work that directly benefits customers that are connected to the mains being reconstructed. Typically, the special assessment amounts are based on actual bid costs. We have an Engineer's Estimate of costs at this time. The improvements/consolidation of the Main & Wells Street Lift Stations are applicable to all sewer customers and will be paid through sewer rates over the entire system. The water system improvements on Black River Street consist of minor connections and services which will not be special assessed. The water system improvements on Dunkley will be $211,000 or approximately $500-1,000 per household in the Slip Away Cove Condos. The new sewer main on Black River Street will result in approximately $410,000 of assessable costs or approximately $2,500 per REU. Residents in this area may also be required to

pay for an assessment for the Black River Street lift station construction costs of $572,000 which could range from approximately $300-500 per household. New sidewalks in the Black River Street project are also special assessed for 50% of the cost of the improvements. These assessments are levied on both sides of the road regardless of the side the sidewalk is placed. The sidewalk costs are estimated to be $36,000 which could cost approximately $1,500 per lot fronting Black River Street.

Special assessment amounts may be paid off in one lump sum or in a series of 15 annual payments plus interest. In addition, if you are experiencing a financial hardship, you may apply for a poverty exemption on an annual basis. Property owners with approved poverty exemptions will not be required to pay the annual special assessment amount during the year that they are exempt from property taxes.

6. **Will the roadway width be changed?**
   a. **Black River Street**
      The current roadway on Black River Street is roughly 33' and will be widened to 39' (measured from back of curb to back of curb) to accommodate two sided on-street parking. The road will be evenly widened on both sides 3'.

   b. **Dunkley**
      Dunkley Avenue will not be widened prior to Black River Park but will be replaced to extend curbs north to the Black River Park culvert crossing. The portion within the Park is currently 22' to 28' and will be replaced with a consistent 24' pavement width. Gravel shoulders 2' in width will be provided on each side of the roadway.

7. **Will on-street parking remain on Black River Street with the new configuration?**
   a. **Black River Street**
      As a result of the increase in roadway width, the city will be able to delineate parking spaces with pavement striping on both sides of the roadway. 65 parking spaces are anticipated to be marked.

8. **Will Police/Fire have access to homes/businesses during the construction, should there be an emergency?**
   Public safety is of the utmost importance. We will be in regular contact with Public Safety officials to ensure that they are aware of the construction activities. Also, contractors are instructed to make sure that the road is passable at all times for emergency vehicles.

9. **Will we be able to get to and use our driveways during the duration of the project?**
   The contractor will make every effort to provide access to driveways during the construction project. However, there will be times that access is restricted. Those are typically limited in duration to times that utility work is occurring in front of your home/business, and during

restoration of concrete curb, driveways and sidewalks. The contract will include maintenance gravel to maintain a gravel surface to permit access to your home or business.

10. **Will sidewalks be replaced?**
    a. **Black River Street**
    Sidewalk is going to be added to the east side of Black River Street to allow for easier pedestrian access in the area.

    b. **Dunkley**
    Sidewalk impacted on the north side of Dyckman will be replaced in its existing location.

11. **Will driveway approaches be replaced?**
    Yes, all driveway approaches within the project limits will be replaced with 6 inch non-reinforced concrete.

12. **Will I be without water during the construction project?**
    a. **Black River Street**
    On Black River Street, a portion of water main is anticipated to be relocated to allow for utility construction.

    b. **Dunkley**
    New 8" water main will be installed within the Black River Park area to allow for water service connections to the Wastewater Treatment Plant and additional fire hydrants.

    c. **General**
    Both of these shutoffs should not impact residents for an extended period of time (typically half a day). Water shut offs will be coordinated with residents and door hangers will be distributed to the maximum extent possible so that we do not turn off your water unexpectedly.

13. **How will my trash be picked up during the construction project?**
    On past projects we have asked residents to take their trash receptacle to the nearest side street when the job conditions make it difficult for garbage trucks to pick up trash within the construction site. If you need assistance with your trash receptacle please contact the site inspector for assistance.

14. **Will I get a ticket for parking on the side streets overnight during the project?**
    In the past we have had projects extend into the period where overnight parking is prohibited on city streets. If this situation occurs on this project we will coordinate with the South Haven Police Department to allow overnight parking for those residents within the construction limits.

Who can I contact if I have any other questions?

Larry Halberstadt, PE, City Engineer
City of South Haven
Phone: 269-637-0770
Email: lhalberstadt@south-haven.com

Daniel A. Dombos II, PE, Project Engineer
Abonmarche Consultants
Phone: 269-926.4549
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NOTICE

Black River Street Reconstruction
Dunkley Avenue Reconstruction

Public Open House Meeting

May 24, 2016, 5:00 p.m. to 7:00 p.m.

South Haven City Hall, 539 Phoenix Street

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A public open house meeting will be conducted at City of South Haven, City Hall, Council Chambers, 539 Phoenix Street on Tuesday, May 24, 2016 from 5:00 p.m. to 7:00 p.m. to discuss the reconstruction of Black River Street from Dyckman Avenue to Wells Street and Dunkley Avenue from Dyckman Avenue to Black River Park.

The project will include complete reconstruction of the roadway, sanitary sewer, storm sewer, water main, lift station upgrades and replacement, and Wastewater Treatment Plant Improvements. Construction is anticipated to begin in September of 2016, with completion by September, 2018.

Project Plans will be available for review at the public open house, along with additional information related to the project. All property owners who live within the project limits and other interested parties are encouraged to attend the meeting.

If you have any questions, please contact:

City of South Haven
Larry Halberstadt, PE
269-637-0770

Abonmarche Consultants
Jason Marquardt, PE
269-926-4565

City of South Haven

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

North Shore Drive Reconstruction Project

Dyckman Avenue to Baseline Road

Frequently Asked Questions (FAQ)

1. **What are the project limits?**
   North Shore Drive - Dyckman Avenue to Baseline Road & Dyckman Avenue - Park Street to North Shore Drive

2. **What is the scope of the project ?**
   The project will include complete reconstruction of the roadway to accommodate on-street parking, new sidewalks, replacement of the sanitary sewer mains and services, construction of new storm sewers, minor water main work, new street trees and landscaping, relocation and upgrades to the electric utilities, and beach access improvements.

3. **What is the project schedule?**
   The project will be completed in two phases:
   Phase 1 Dyckman Avenue – Park Street to North Shore Drive

   Construction Start Date: On or after September 6, 2016
   Construction Completion Date: September 30, 2016

   Phase 2 North Shore Drive – Dyckman Avenue to Brockway Avenue
   Construction Start Date: October 1, 2016
   Construction Completion Date: May 31, 2017

   Phase 2 North Shore Drive – Brockway Avenue to Baseline Road

   Construction Start Date: On or after September 5, 2017
   Construction Completion Date: May 31, 2018

4. **How much will this cost me?**
   The city typically levies a special assessment for 25% of the cost of sanitary sewer and water main construction. The special assessments will be limited to work that directly benefits customers that are connected to the mains being reconstructed. Typcially, the special assessment amounts are based on actual bid costs. We have an Engineer's Estimate of costs at this time. The water system improvements consist of minor connections and services which will

not be special assessed. The new sewer main will result in approximately $150,000 of assessable costs or approximately $1,500 per household. Residents in this area may also be required to pay for an assessment for the Black River Street lift station construction which could range from approximately $300-500 per household. Special assessment amounts may be paid off in one lump sum or in a series of 15 annual payments plus interest. In addition, if you are experiencing a financial hardship, you may apply for a poverty exemption on an annual basis. Property owners with approved poverty exemptions will not be required to pay the annual special assessment amount during the year that they are exempt from property taxes.

5. **Will the roadway width be changed?**
   The current roadway width varies from 31-37'. In order to meet current standards for Major Streets with on-street parallel parking, the pavement width will be widened to 41' - measured from the back of curb to back of curb. The net increase will be a 2-5' widening on each side of the road.

6. **Will on-street parking remain on North Shore Drive with the new configuration?**
   As a result of the increase in roadway width to meet current standards, the city will be able to delineate parking spaces with pavement striping. Our analysis shows 156 unmarked parking spaces currently along North Shore Drive, and the proposed plan will designate 168 striped parking spaces – a net increase of 12 spaces.

7. **Will bicycle lanes be added to the street?**
   On-street bicycle lanes are required to be a minimum of 5 feet on both sides of the street. Due to the widening that is already taking place to meet current standards and the desire to maintain a curb lawn on North Shore Drive, bicycle lanes will not be added at this time.

8. **Will trees be removed in front of my house?**
   In late 2015, the city's arborist evaluated existing trees along the North Shore Drive corridor. Of the 81 existing trees, 16 were deemed to be unhealthy and were recommended for removal. In addition, 10 existing trees have been identified as in conflict with the construction work that will occur. A comprehensive streetscape plan has been prepared which includes 73 new street trees of 2-3" caliper that will be planted to replace these trees – a net increase of 47 trees.

9. **Will Police/Fire have access to homes during the construction, should there be an emergency?**
   Public safety is of the utmost importance. We will be in regular contact with Public Safety officials to ensure that they are aware of the construction activities. Also, contractors are instructed to make sure that the road is passable at all times for emergency vehicles.

10. **Will we be able to get to and use our driveways during the duration of the project?**
    The contractor will make every effort to provide access to driveways during the construction project. However, there will be times that access is restricted. Those are typically limited in duration to times that utility work is occurring in front of your house, and during restoration of concrete curb, driveways and sidewalks. The contract will include maintenance gravel to maintain a gravel surface to permit access to your home.

11. **Will sidewalks be replaced?**
    Yes, sidewalks will be replaced for the entire length of North Shore Drive. In addition, sidewalk ramps will be upgraded to conform to the American Disabilities Act.

12. **Will driveway approaches be replaced?**
    Yes, all driveway approaches within the project limits will be replaced with 6 inch non-reinforced concrete.

13. **How will beach access sites be improved?**
    Four (4) beach access sites will be improved as a part of this project. The following will give a brief description of the improvements at each site.
    Dyckman Avenue – New entrance sign, bicycle racks, trash receptacle, and landscaping.
    Packard Park – New entrance sign, bicycle racks, trash receptacle, landscaping, asphalt overlay of the driveways and parking areas, and pavement markings.
    Oak Street – New entrance sign, bicycle racks, trash receptacle, and landscaping.
    Newcome Beach – New paved driveway/walkway, storm sewer improvements, bicycle racks and trash receptacle at the west end, and replacement of the wood deck and stairs.

14. **Will I be without water during the construction project?**
    An existing 6 inch water main will be abandoned and services will be reconnected to the 12 inch main which runs under the west sidewalk. During this time residents will be without water for a short duration (one to two hours). Water shut offs will be coordinated with residents and door hangers will be distributed to the maximum extent possible so that we do not turn off your water unexpectedly.

15. **How will my trash be picked up during the construction project?**
    On past projects we have asked residents to take their trash receptacle to the nearest side street when the job conditions make it difficult for garbage trucks to pick up trash within the construction site. If you need assistance with your trash receptacle please contact the site inspector for assistance.

16. **Will I get a ticket for parking on the side streets overnight during the project?**
    In the past we have had projects extend into the period where overnight parking is prohibited on city streets. If this situation occurs on this project we will coordinate with the South Haven Police Department to allow overnight parking for those residents within the construction limits.

17. **If I have an irrigation system that is damaged during the project whose responsibility is it to fix it?**
    The City will reimburse you to have the damaged irrigation system repaired by the contractor of your choosing. If you do not know any local contractors, we can provide a list of recommended vendors.

Who can I contact if I have any other questions?

Larry Halberstadt, PE, City Engineer
Phone: 269-637-0770
Email: lhalberstadt@south-haven.com

Corey Kandow, PE, Project Engineer
Abonmarche Consultants
Phone: 269-926-4558
Email: ckandow@abonmarche.com

NOTICE

North Shore Drive Reconstruction

Public Open House Meeting

May 11, 2016, 5:00 p.m. to 7:00 p.m.

South Haven City Hall, 539 Phoenix Street

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A public open house meeting will be conducted at City of South Haven, City Hall, Council Chambers, 539 Phoenix Street on Wednesday, May 11, 2016 from 5:00 p.m. to 7:00 p.m. to discuss the reconstruction of North Shore Drive from Dyckman Avenue to Baseline Road.

The project will include complete reconstruction of the roadway, sanitary sewer, and storm sewer, and will be completed in two phases – Phase 1: Dyckman Avenue to Brockway Avenue is tentatively scheduled to begin in September, 2016 with completion by May 31, 2017; Phase 2: Brockway Avenue to Baseline Road is tentatively scheduled to start in September, 2017 with completion by May 31, 2018.

Project Plans will be available for review at the public open house, along with additional information related to the project. All property owners who live within the project limits and other interested parties are encouraged to attend the meeting.

If you have any questions, please contact:

City of South Haven
Larry Halberstadt, PE
269-637-0770

Abonmarche Consultants
Tim Drews, PE
269-926-4550

City of South Haven

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Monroe Boulevard & Indian Grove Lift Station Reconstruction

Evergreen Bluff Drive to North of Aylworth Avenue

Kalamazoo Street – Phase IV

Lovejoy Avenue to Aylworth Avenue

Frequently Asked Questions (FAQ)

1. **What are the project limits?**
   Monroe Boulevard – Evergreen Bluff Drive to Aylworth Avenue (sidewalk to South Shore Manor)
   Lovejoy Avenue – Monroe Boulevard to St. Joseph Street
   Kalamazoo Street – Lovejoy Avenue to Aylworth Avenue

2. **What is the scope of the project ?**
   a. **Monroe Boulevard:**
   The project will include complete reconstruction of the roadway with the addition of curb and gutter, a new sidewalk, construction of a new sanitary sewer on Monroe Boulevard from Chippewa Court to Aylworth Avenue, replacing and upsizing of water main from Clark Place to north of Apache Court for better flow, construction of new storm sewers, new street trees and landscaping, relocation and upgrades to the electric utilities.

   b. **Indian Grove Lift Station and Force Main:**
   The existing Indian Grove Lift Station on Summerwood Drive will be rehabilitated, including new building, plumbing, controls, landscaping, and a new emergency generator.

   The pressure sewer (force main) will be replaced from the Lift station to Monroe Boulevard, then north on Monroe Boulevard to Lovejoy Avenue, and east on Lovejoy Avenue to St. Joseph Street.

   c. **Kalamazoo Street – Phase IV**
   Reconstruction of Kalamazoo Street, replacement and extension of sanitary sewer from Aylworth Avenue approximately 940 feet south, replacement of the Indian Grove Force Main from the intersection of Lovejoy Avenue and Kalamazoo Street to the new terminal manhole approximately 400 feet to the north.

3. **What is the project schedule?**
   Construction Start Date: On or after September 6, 2016
   Construction Completion Date: June 30, 2017

4. **How much will this cost me?**
   The city typically levies a special assessment for 25% of the cost of sanitary sewer and water main construction and 50% of sidewalk construction. The special assessments will be limited to work that directly benefits customers that are connected to the mains being reconstructed.

   Typically, the special assessment amounts are based on actual bid costs. We have an Engineer's Estimate of costs at this time. The water system improvements consist of approximately 1500 feet of 12" water main installation and appurtenances, which is estimated to cost $244,000 or approximately $2,775/household. The new sewer main will result in approximately $130,000 of assessable costs or approximately $2,000 per household. Residents in this area who contribute flow to the Indian Grove lift station will also be required to pay for an assessment for the Indian Grove lift station construction costs of $700,000, which could range from approximately $600-1000 per household. New sidewalks will also be special assessed for 50% of the cost of improvements. These assessments are levied on both sides of the road regardless of the side the sidewalk is placed. The sidewalk will be placed on the east side of the road and is estimated to cost $89,000 or approximately $1,200 per lot fronting on Monroe Boulevard in the project area. Furthermore, the Kalamazoo Street project area will also have special assessments for sewer and water. The cost of the sewer improvements is estimated to be $163,821 or approximately $334/REU. The water system costs of $75,133 are expected to result in a special assessment of $200/REU. This project area is estimated based upon REUs since the properties are large and the REUs are much larger and more variable than in the residential areas. Ultimately, all of the sewer and water special assessments will be based upon REUs.

   Special assessment amounts may be paid off in one lump sum or in a series of 15 annual payments plus interest. In addition, if you are experiencing a financial hardship, you may apply for a poverty exemption on an annual basis. Property owners with approved poverty exemptions will not be required to pay the annual special assessment amount during the year that they are exempt from property taxes.

5. **Will the roadway width be changed?**
   a. **Monroe Boulevard:**
      The majority of the current roadway is uncurbed measuring 21' to 26' wide. There is a small curbed section near the Aylworth intersection measuring 37' to the back of curb. The proposed roadway section includes curb and gutter throughout the project area measuring 30' to the back of curb. Through the majority of the project, the net increase will be a 2' to 4.5' widening on each side of the road. A 5' sidewalk will also be added on the east side of the roadway with a parkway varying from 0-10'. The sidewalk

will be widened to 6' where it is constructed adjacent to the back of curb.

b. **Kalamazoo Street**
No change to the roadway width is proposed.

6. **Will on-street parking be added?**
The proposed roadway section constitutes a significant widening of the existing roadway. Further widening to accommodate on-street parking is not feasible on this stretch of Monroe Boulevard without additional impacts to existing culverts, trees, lawns, and driveway slopes.

7. **Will bicycle lanes be added to the street?**
   a. **Monroe Boulevard:**
   On-street bicycle lanes are required to be a minimum of 5 feet on both sides of the street. Due to the widening that is already taking place and the desire to maintain existing trees and a curb lawn on Monroe Boulevard, bicycle lanes will not be added at this time. Sharrow markings and widened 13' lanes with edge lines will improve access for non-motorized users.

   b. **Kalamazoo Street:**
   No bicycle paths are proposed.

8. **Will trees be removed in front of my house?**
In late 2015, the city's arborist evaluated existing trees along the Monroe Boulevard corridor. Of the 53 existing trees, 21 were deemed to be unhealthy and were recommended for removal. In addition, through careful planning, only 6 existing trees have been identified as in conflict with the construction work that will occur. A comprehensive streetscape plan has been prepared which includes 21 new street trees of 2-3" caliper that will be planted to replace these trees – a net decrease of 6 trees.

9. **Will Police/Fire have access to homes during the construction, should there be an emergency?**
Public safety is of the utmost importance. We will be in regular contact with Public Safety officials to ensure that they are aware of the construction activities. Also, contractors are instructed to make sure that the road is passable at all times for emergency vehicles.

10. **Will we be able to get to and use our driveways during the duration of the project?**
The contractor will make every effort to provide access to driveways during the construction project. However, there will be times that access is restricted. Those are typically limited in duration to times that utility work is occurring in front of your house, and during restoration of concrete curb, driveways and sidewalks. The contract will include maintenance gravel to maintain a gravel surface to permit access to your home.

11. **Will sidewalks be replaced?**
    a. **Monroe Boulevard:**
    There are no existing sidewalks on Monroe Boulevard. A sidewalk will be added to the east side of the roadway with signed crossings located at regular intervals near intersecting streets.

    b. **Kalamazoo Street:**
    There are no existing sidewalks on this segment of Kalamazoo Street. Driveway replacements will include curb openings to allow for the possibility of sidewalk construction in the future.

12. **Will driveway approaches be replaced?**
    Yes, all driveway approaches within the project limits will be replaced with 6 inch non-reinforced concrete.

13. **Will I be without water during the construction project?**
    A new main and services will be installed under most of the project area on Monroe Boulevard. During this time residents will be without water for a short duration (one to two hours) during the service connection. Water shut offs will be coordinated with residents and door hangers will be distributed to the maximum extent possible so that we do not turn off your water unexpectedly.

14. **How will my trash be picked up during the construction project?**
    On past projects we have asked residents to take their trash receptacle to the nearest side street when the job conditions make it difficult for garbage trucks to pick up trash within the construction site. If you need assistance with your trash receptacle please contact the site inspector for assistance.

15. **Will I get a ticket for parking on the side streets overnight during the project?**
    In the past we have had projects extend into the period where overnight parking is prohibited on city streets. If this situation occurs on this project we will coordinate with the South Haven Police Department to allow overnight parking for those residents within the construction limits.

16. **If I have an irrigation system that is damaged during the project whose responsibility is it to fix it?**
    The City will reimburse you to have the damaged irrigation system repaired by the contractor of your choosing. If you do not know any local contractors, we can provide a list of recommended vendors.

Who can I contact if I have any other questions?

Larry Halberstadt, PE, City Engineer
City of South Haven
Phone: 269-637-0770
Email: lhalberstadt@south-haven.com

Daniel A. Dombos II, PE, Project Engineer
Abonmarche Consultants
Phone: 269-926.4549
Email: ddombos@abonmarche.com

NOTICE

Monroe Boulevard Reconstruction
Kalamazoo Street Reconstruction, Ph 4

Public Open House Meeting

May 19, 2016, 5:00 p.m. to 7:00 p.m.

South Haven City Hall, 539 Phoenix Street

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A public open house meeting will be conducted at City of South Haven, City Hall, Council Chambers, 539 Phoenix Street on Thursday, May 19, 2016 from 5:00 p.m. to 7:00 p.m. to discuss the reconstruction of Monroe Boulevard from South City Limits to Aylworth Avenue and Kalamazoo Street from Lovejoy Avenue to Aylworth Avenue.

The project will include complete reconstruction of the roadway, sanitary sewer, storm sewer, and water main. Construction is anticipated to begin in September of 2016, with completion by June 30, 2017.

Project Plans will be available for review at the public open house, along with additional information related to the project. All property owners who live within the project limits and other interested parties are encouraged to attend the meeting.

If you have any questions, please contact:

City of South Haven
Larry Halberstadt, PE
269-637-0770

Abonmarche Consultants
Dan Dombos, PE
269-926-4549

Agenda Item 11

Capital Improvement Project Funding; Notices of Intent

Background Information:

The City Council will be asked to consider approval of three separate "notice of intent" resolutions. The notice of intent is a legal requirement tied to the bonds being considered for financing of the city's various capital improvement projects.

The city is planning to use four separate bond issues from the range of bonds available to the city to finance the proposed capital improvement projects. Three of these bonds require that the city begin the legal process for the issuance of the bonds by the City Council adopting a "notice of intent" resolution and publish the notice attached to the resolution in the local newspaper.

It should be noted that each resolution will set a maximum amount of bonds of that type that can be issued. Since there is some possible fluctuation of what amounts may be financed with each type of bond issue, the maximum amounts have been set at an amount high enough to allow some movement between the types of bond issues. Thus the totals stated in these resolutions are higher than the overall estimated project costs. This is necessary to maintain flexibility, but when the bonds are issued, the total amounts will not exceed that needed for the projects.

Attached is a memo prepared by Mr. Roger Swets, an attorney with Dickinson Wright, who specializes in municipal finance. As noted in the attached memo, for the city to proceed with the bond finance plan, the City Council will need to adopt the proposed resolutions and provide the required notice of intent.

Recommendation:

The City Council will be asked to consider approval of the following resolutions, which provide the required notice of intent for the City of South Haven to pursue bond financing for the planned capital improvement projects:

A. Adopt Resolution 2016-39, a resolution to purchase, acquire and construct improvements to the sanitary sewer system and to publish notice of intent to issue revenue bonds.
B. Adopt Resolution 2016-40, a resolution to purchase, acquire and construct capital improvements and to publish notice of intent to issue municipal securities.
C. Adopt Resolution 2016-41, a resolution approving building authority lease and notice.

Support Material:

Attorney Correspondence
Resolution 2016-39
Resolution 2016-40
Resolution 2016-41

DICKINSON WRIGHT PLLC

M E M O R A N D U M

To: Brian Dissette, City Manager
City of South Haven

From: Roger Swets

Date: May 31, 2016

Attached with this Memo are Notice of Intent Resolutions for three of the bond issues that the City has decided to utilize to finance this year's capital improvement projects. As we have discussed, Michigan law requires the use of very specific types of bonds for different types of improvements and sets limits on the amount of most of these types of bonds that the City can have outstanding at any time. In order to best structure the overall financing to preserve the City's remaining capacity under some of these types of bond issues and to take advantage of certain advantageous types of bond issues within the limits, the City has decided to use four separate bond issues from the range of bonds available to the City to finance these projects. Three of these bonds require that the City begin the legal process for the issuance of the bonds by the City Council adopting a "notice of intent" resolution and publish the notice attached to the resolution in the local paper. It should be noted that each resolution will set a maximum amount of bonds of that type that can be issued. Since there is some possible fluctuation of what amounts may be financed with each type of bond issue, the maximum amounts have been set at an amount high enough to allow some movement between the types of bond issues. Thus the totals stated in these resolutions are higher than the overall estimated project costs. This is necessary to maintain flexibility, but when the bonds are issued, the total amounts will not exceed that needed for the projects.

SRF Bonds – Sanitary Sewer System Revenue Bonds

The Resolution to Purchase, Acquire and Construct Improvements to the Sanitary Sewer System and to Publish Notice of Intent to Issue Revenue Bonds is the resolution needed to initiate the process to issue the sewer system revenue bonds for the SRF project. These bonds can be issued for sewer system improvements and remediation of streets that need to be restored due to the sewer work. It authorizes the improvements to the treatment and collection systems stated in the first "Whereas" paragraph and sets a maximum amount of $14,500,000 for this bond issue.

Building Authority Bonds

The Building Authority bonds can be issued to finance park improvements. As part of a building authority bond issue, the sites of the parks containing the improvements will be transferred to the building authority and leased back to the City during the time the bonds are outstanding.

The Resolution Approving Building Authority Lease and Notice is the notice of intent to begin the building authority process. This is the same process the City used in recent years to

finance improvement to various buildings of the City, including City Hall. The resolution authorizes a notice of intent for up to $2,010,000 of building authority bonds.

Michigan Transportation Fund Bonds

This type of bond issue can be issued to fund street improvements. The City is anticipating issuing in the range of $2,550,000 to $3,060,000 of Michigan Transportation Fund Bonds, which is approximately the amount of financing available under the statute authorizing these bonds. This bond issue does not require a notice of intent, so there is no council action required on this bond issue at this time.

General Obligation Limited Tax Bonds

General Obligation Limited Tax Bonds are a type of bonds that can be issued for various different types of improvements and allows the City to mix together various internal funding sources to pay the debt service on the bonds with the City's general obligation limited tax pledge being the ultimate security to the bondholders.

This issue will be used to finance the cost of improvements to the water system, and to finance costs of the sewer system improvements and street improvements not funded by the SRF Bonds and the Michigan Transportation Fund Bonds. The Resolution to Purchase Acquire and Construct Capital Improvements and to Publish Notice of Intent to Issue Municipal Securities is the resolution needed to initiate the process to issue the General Obligation Limited Tax Bonds. It authorizes the improvements stated in the first Whereas paragraph and sets a maximum amount of $9,200,000 for this bond issue.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-39

RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT IMPROVEMENTS TO THE SANITARY SEWER SYSTEM AND TO PUBLISH NOTICE OF INTENT TO ISSUE REVENUE BONDS

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on Monday, June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City Council deems it to be in the best interests of the City of South Haven (the "City") to design, purchase, acquire and construct certain improvements to the City's Sanitary Sewer System, including improvements to the treatment system, including , but not limited to consolidation of lift stations into a main headworks lift station, mechanical and piping replacement, screening/debris removal, electrical, structural, grit removal and other improvements and improvements to the collection system, including, but not limited to replacement of and improvements to lift stations and pump stations, improving, replacing and installing sewer mains and force mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvements (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed $14,500,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the Clerk of the City is authorized and directed to publish the Notice of Intent to

Issue Bonds in *The Herald Palladium*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the Clerk of the City.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Sewer Fund, which is a fund for the Sanitary Sewer System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

_____
Robert G. Burr, Mayor

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a regular meeting held on June 6, 2016, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

_____
Amanda Morgan, Clerk

[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]

NOTICE OF INTENT TO ISSUE
SANITARY SEWER SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF SOUTH HAVEN

PLEASE TAKE NOTICE that the City Council of the City of South Haven (the "City") intends to issue bonds, in one or more series, in an amount of not to exceed $14,500,000 (the "Bonds").

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City's Sanitary Sewer System, including improvements to the treatment system, including , but not limited to consolidation of lift stations into a main headworks lift station, mechanical and piping replacement, screening/debris removal, electrical, structural, grit removal and other improvements and improvements to the collection system, including, but not limited to replacement of and improvements to lift stations and pump stations, improving, replacing and installing sewer mains and force mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvement, and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Sanitary Sewer System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Amanda Morgan, Clerk

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-40

RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT CAPITAL IMPROVEMENTS AND TO PUBLISH NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on Monday, June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City Council deems it to be in the best interest of City of South Haven (the "City") to design, acquire, and construct capital improvements, including, but not limited to, improvements to the City's Water Supply System, including, but not limited to replacement of and improvements to pump stations and the main pump station, improving, replacing and installing water mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvements; improvements to the City's Sanitary Sewer System, including improvements to the treatment system, including , but not limited to consolidation of lift stations into a main headworks lift station, mechanical and piping replacement, screening/debris removal, electrical, structural, grit removal and other improvements and improvements to the collection system, including, but not limited to replacement of and improvements to lift stations and pump stations, improving, replacing and installing sewer mains and force mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvements; street construction and reconstruction, including, but not limited to, storm sewer and drainage improvements, base construction and reconstruction, street paving, curb and gutter, signage, restoration of sidewalks and streetscape and appurtenances, and all work necessary and incidental to these improvements and to pay the costs of issuing municipal securities (the "Improvements") for the benefit of the City and to finance the Improvements by the issuance of municipal securities that pledge the City's limited tax general obligation pursuant to Section 517 of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"); and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the municipal securities; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the municipal securities and desires to be reimbursed for such expenditures from the proceeds of the municipal securities; and

WHEREAS, pursuant to Section 517 of Act 34, it is necessary to publish a Notice of Intent to Issue Municipal Securities for the Improvements.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby determines to purchase, acquire, and construct the Improvements and to pay for the cost through the issuance of one or more series of municipal securities, which pledge the City's limited tax full faith and credit, pursuant to Section 517 of Act 34, in an amount of not to exceed $9,200,000 (the "Municipal Securities").

2. A Notice of Intent to Issue Municipal Securities be published in accordance with Section 517 of Act 34, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Municipal Securities in *The Herald Palladium*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form as set forth on Exhibit A attached hereto with such changes as are approved by the City Manager, and shall be <u>at least one-quarter (1/4) page size</u> in the newspaper.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the general fund, a fund for the general operations of the City, the street fund, a fund for the improvement of streets, the Water Fund, a fund for the Water Supply System, the Sewer Fund, which is a fund for the Sanitary Sewer System and other funds of the City.

4. At such time as the City issues the Municipal Securities for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Municipal Securities.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Municipal Securities is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Municipal Securities for the financing of the acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of City of South Haven, Van Buren and Allegan Counties, Michigan, at a regular meeting held on June 6, 2016, and that public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature on June 6, 2016.

_____
Amanda Morgan, Clerk
City of South Haven

EXHIBIT A

[NOTE TO PUBLISHER - PUBLICATION MUST BE 1/4 PAGE SIZE]

NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES
TO THE ELECTORS OF THE CITY OF SOUTH HAVEN

PLEASE TAKE NOTICE that the City Council of the City of South Haven (the "City") intends to issue municipal securities in one or more series, in an amount of not to exceed $9,200,000 (the "Municipal Securities").

The Municipal Securities shall be issued for the purpose of defraying the cost to design, acquire, and construct capital improvements, including, but not limited to improvements to the City's Water Supply System, including, but not limited to replacement of and improvements to pump stations and the main pump station, improving, replacing and installing water mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvements; improvements to the City's Sanitary Sewer System, including improvements to the treatment system, including , but not limited to consolidation of lift stations into a main headworks lift station, mechanical and piping replacement, screening/debris removal, electrical, structural, grit removal and other improvements and improvements to the collection system, including, but not limited to replacement of and improvements to lift stations and pump stations, improving, replacing and installing sewer mains and force mains, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, as well as all work and equipment necessary or incidental to these improvements; street construction and reconstruction, including, but not limited to, storm sewer and drainage improvements, base construction and reconstruction, street paving, curb and gutter, signage, restoration of sidewalks and streetscape and appurtenances, and all work necessary and incidental to these improvements and to pay the costs of issuing municipal securities, and capitalized interest, if any.

The Municipal Securities of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The Municipal Securities shall be issued pursuant to Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34").

SOURCE OF PAYMENT

The principal of and interest on the Municipal Securities will be limited tax full faith and credit general obligations of the City, payable from any available funds of the City. Pursuant to this pledge of its limited tax full faith and credit, the City will be obligated to levy such ad valorem taxes upon all taxable property in the City as shall be necessary to make the payments of principal and interest on the Municipal Securities, which taxes, however, will be limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Municipal Securities will be issued without a vote of the electors approving such Municipal Securities, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City, shall have been filed with the City Clerk, or other recording officer of the City, requesting a referendum upon the question of the issuance of the Municipal Securities. If such a petition is filed, the Municipal Securities shall not be issued until approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 517 of Act 34.

Amanda Morgan, Clerk
City of South Haven

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-34

RESOLUTION APPROVING BUILDING AUTHORITY LEASE AND NOTICE

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on Monday, June 6, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of South Haven (the "City"), has established the City of South Haven Building Authority (the "Building Authority") pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"); and

WHEREAS, a proposed Full Faith and Credit General Obligation Lease Contract providing for the lease by the City from the Building Authority of recreational facilities (the "Lease Contract"), and the design, acquisition, and construction of the recreational facilities, including park improvements in various City parks, including, but not limited to boardwalk improvements, signs, entrance improvements, kayak access and the purchase and installation of furnishings and equipment, together with parking improvements, site work, and appurtenances and improvements necessary or convenient for the use thereof to be used by the City (the "Facilities"), has been presented to and reviewed by the City Council; and

WHEREAS, the Lease Contract shall not become effective until 60 days after a Notice of Intent to enter into the Lease Contract has been published in a newspaper of general circulation in the City, pursuant to Section 8(b) of the Act; and

WHEREAS, the Building Authority will issue Building Authority Bonds in the amount of not to exceed $2,010,000 to finance the Facilities (the "Bonds).

NOW, THEREFORE, BE IT RESOLVED that:

1. The Lease Contract, in substantially the form attached as Exhibit A, is approved and the Mayor and the Clerk of the City are authorized and directed to execute the Lease Contract on behalf of the City.

2. The obligations of the City in the Lease Contract shall be the limited tax, full faith and credit, general obligation of the City. However, any tax levy by the City to meet these obligations is subject to applicable charter, statutory, and constitutional limitations on the taxing power of the City.

3. The Clerk is authorized and directed to publish a Notice of Intent to enter into the Lease Contract in *The Herald Palladium*, a newspaper of general circulation in the City determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be in substantially the form attached as Exhibit B.

4. The Mayor, the Clerk, and the Treasurer, or any one of them, are authorized and directed to take all actions and to execute any agreements, documents, conveyances, including conveyance of such interest in the Sites on which the facilities are located, by quit claim deed or lease or otherwise, to the Building Authority, as is necessary to finance the Facilities pursuant to the Act, certificates, insurance contracts, rating applications and other applications or instruments necessary to complete the transactions provided for in the Lease Contract or necessary for the issuance of the Bonds.

5. The City and the Building Authority may proceed to acquire and construct the Facilities using available funds of the City from the general fund, a fund for the general operations of the City and the Parks and Recreation Fund, and other funds of the City.

6. At such time as the Building Authority issues the bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the bonds.

7. This resolution and the expression of intent to seek reimbursement from future proceeds of the bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

_____
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of June, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was give pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

_____

Amanda Morgan, Clerk
City of South Haven

EXHIBIT A

FORM OF LEASE CONTRACT

FULL FAITH AND CREDIT
GENERAL OBLIGATION LEASE CONTRACT

between

THE CITY OF SOUTH HAVEN BUILDING AUTHORITY

and

THE CITY OF SOUTH HAVEN

for

CONSTRUCTION OF PARK IMPROVEMENTS

Dated: _____, 2016

FULL FAITH AND CREDIT
GENERAL OBLIGATION LEASE CONTRACT

City Hall and Department of Public Works Facilities

This Full Faith and Credit General Obligation Lease Contract is made as of _____, ____ (the "Lease Contract"), between the City of South Haven Building Authority, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (the "Authority") and the City of South Haven, Van Buren and Allegan Counties, Michigan, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan, (the "City"):

RECITALS

A. The Authority has been incorporated by the City under and pursuant to the provisions of Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act"), for the purpose of providing, acquiring, furnishing, equipping, owning, improving, enlarging, operating and/or maintaining a building or buildings, automobile parking lots or structures, recreational facilities, stadiums, and the necessary site or sites therefor, together with the appurtenant properties and facilities necessary or convenient for the effective use thereof, for any legitimate public purpose of the City, and as otherwise authorized by the Act.

B. The City desires to design, acquire, and construct park improvements, together with furnishings and equipment and appurtenant properties and facilities necessary or convenient for its effective use (which building, furnishings, equipment, its site and other properties are together the "Facilities"), and the Authority is willing to provide, acquire, improve and equip the Facilities and lease the same to the City.

C. If this Lease Contract were not executed between these parties, the City would need to acquire the Facilities in the foreseeable future from other sources in order to provide necessary facilities for public services, at a cost the City more than the annual rental required to be paid under this Lease Contract.

D. The Sites for the Facilities (the "Sites") is a parcel of land in the City described in the attached Exhibit A, and the Authority will erect improvements, remodel, expand, furnish and equip the Facilities on the Sites.

E. The total cost of the improvements to the Facilities is estimated not to exceed $2,010,000, which sum will include the architects' fees and financing fees and costs, the cost of acquisition of the Facilities and contingencies.

F. The estimated period of usefulness of the Facilities is determined to be in excess of _____ (__) years.

G. The cost of the Facilities is to be provided by the Authority by authorizing the issuance of its Building Authority Bonds in the principal amount of not to exceed $2,010,000 (the "Building Authority Bonds") pursuant to the provisions of the Act 31.

H. As a prerequisite to the authorization and issuance of the Building Authority Bonds, it is necessary for the parties to enter into a lease contract whereby the Authority will lease to the City and the City will lease from the Authority the Facilities for a period extending beyond the last maturity date of the Building Authority Bonds.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Lease Contract, the parties agree as follows:

1. FACILITIES: The Authority, as soon as practicable after the execution and delivery of this Lease Contract, shall cause to be prepared plans and specifications for the Facilities acceptable to the City Council of the City. Following the preparation of the plans and specifications, the Authority shall cause to be prepared contracts for the construction and renovation of the Facilities which are acceptable to the City Council of the City. After the City Council's approval of the plans and specifications of the Facilities and after issuance of the Building Authority Bonds, the Authority shall be cause the Facilities to be constructed and completed in accordance with the plans and specifications.

2. LEASE TERM: In consideration of the rentals and other terms and conditions herein specified, the Authority leases to the City, and the City leases from the Authority the Facilities to be acquired, TO HAVE AND TO HOLD for a term commencing on the effective date of this Lease Contract and ending on the date that the principal of and interest on all Building Authority Bonds have been paid in full.

3. LEASE PAYMENTS: The City shall pay semiannual cash rental payments to the Authority in an amount sufficient to pay, when due, both the principal of and the interest on the Building Authority Bonds. The cash rental payments shall be paid by the City to the Authority on _____ and _____ of each year in an amount sufficient to pay the annual principal payments on the bonds of the Authority in the total authorized principal sum of not to exceed $2,010,000 amortized over a period not exceeding 30 years, plus semiannual interest at a maximum net interest rate of 6% per annum. If the amount of principal or interest on the bonds when sold is less than that stated above, this paragraph shall be deemed amended to require payment of principal and actual interest necessary for the debt service requirements of the bonds.

If an increase in the semiannual cash rental payments is necessary in order to provide adequate funds for the Authority to meet its debt service requirements on the Building Authority Bonds issued and outstanding, the City covenants and agrees to pay the increased annual rental. The City agrees that the cash rental provided in this Lease Contract does not to exceed fair and reasonable compensation for the Facilities.

The City may, in its sole discretion, in any semiannual period, pay in advance any portion of its rental in excess of the semiannual requirement, in which event the Authority shall credit the City with advance payment of the next succeeding annual requirements to the extent of such excess payments.

The City, in connection with a redemption or defeasance of the Building Authority Bonds, may pay in advance its obligations required to be paid by this Lease Contract, in which event the Authority shall credit the City with advance payment on future-due payments to the extent of such advance payment. The City at the time of any such payment also shall specify

by written request that the cash rentals paid in advance of the requirements set out in this Section be used to purchase Building Authority Bonds for redemption prior to maturity, either currently or at some future date, to the extent the provision for prior redemption is made in the Building Authority Bonds, in which event the Authority shall be obligated to apply and use the advance payments for such purpose to the fullest extent possible. If such payments are made by the City for redemption of Building Authority Bonds at some future date, the City shall make such payments on the date of such redemption or, if the Building Authority Bonds are being defeased in advance of redemption, the date upon which funds are required to be deposited with an escrow agent or other fiduciary and irrevocably pledge to the payment of the principal of, interest on, and reception premium on the Building Authority Bonds.

Notwithstanding any other provisions of this Lease Contract, if the lease payments required by this section are inadequate for payment of both the principal of and the interest on the Building Authority Bonds when due, the City shall provide additional funds to make up the shortfall.

4. PLEDGE OF FULL FAITH AND CREDIT: The City, pursuant to the Act, establishes the obligations in this Lease Contract as general obligations of the City, and further by a majority vote of the elected members of the City Council, pledges its limited tax, full faith and credit, contractual general obligation, as limited in this Lease Contract, to the payment of all sums, rates, fees, costs and the annual cash rental payments due under this Lease Contract.

The City shall include in its budget for the year commencing July 1, 2016, and for each year thereafter, an amount which, when added to the money received for such purpose shall be sufficient to make the cash rental payments to the Authority and shall levy each year such ad valorem taxes in an amount which, together with other funds available for such purpose, shall be sufficient for the payment of such annual cash rental payments in anticipation of which the Building Authority Bonds are issued, but not in an amount or at a rate exceeding that necessary to pay such contractual obligation, provided however that if the City has other funds on hand, at the time prescribed by law for the making of any tax levy, which have been set aside and earmarked for payment of its obligations for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of the other funds. Any such tax levy is limited as to rate and amount by applicable constitutional, charter, and statutory limitations on the taxing power of the City.

5. SITE: The Authority covenants and agrees that it will, before or upon the issuance of the Building Authority Bonds, acquire good and marketable title to the Sites for the Facilities or a leasehold interest in the Sites for the Facilities.

6. OPERATION AND MAINTENANCE: The City, at its own expense during the term of this Lease Contract, shall cause the Facilities to be operated and maintained in good repair, and the expenses in connection therewith shall be borne and paid, or caused to be paid, by the City, in addition to all other rentals herein required. Operation and maintenance shall be deemed to include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Facilities and to keep the same in good repair and working order, securing proper insurance coverage.

7. BUDGET: The City shall include in its budget for the year commencing July 1, 2016, and shall include in its budget for each year thereafter, an amount which shall be sufficient to pay the operation and maintenance costs of the Facilities as herein specified for the

next ensuing fiscal year. On or before June 15 of each and every fiscal year, the City shall prepare a statement of the moneys to be included in the next ensuing fiscal budget for the operation and maintenance costs of the Facilities. A copy of the budget shall be given to the Authority. The Authority shall have the right and privilege to communicate directly with the City Council regarding any disputed items in that budget, and in any event the budget shall be reasonably adequate to cover the obligations of the City in this Lease Contract. In no event shall the amounts to be included by the City in its annual budget for the maintenance, operation and rental expenses in connection with this Lease Contract be less than the amount required to reasonably maintain the Facilities, and to pay promptly and fully all obligations maturing under this Lease Contract, and in no event shall the City's obligation in any such annual budget be less than the amount required by law.

8. ADDITIONAL EQUIPMENT: The City may install in the Facilities such equipment, furnishings or fixtures, in addition to those provided by the Authority, as it may desire, but shall not make any permanent alterations to the Facilities that will in any way affect either the security of the Building Authority Bonds or the prompt payment of principal or interest on the Building Authority Bonds.

9. PROHIBIT IMPROPER USE: The City covenants and agrees that it will not permit the use of the Facilities in any manner that will substantially increase the rate of insurance thereon, or for any purpose which will result in a violation of local, state or federal laws, rules or regulations, in effect now or in the future, and shall during the term of this Lease Contract hold the Authority harmless from and indemnify the Authority for any loss, cost, damage or expense by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or non-use of the Facilities, or by reason of any act or thing done or not done on, in, or about the Facilities or in relation to the Facilities. The City further covenants and agrees that it will promptly and at its own expense, make and pay, or cause payment to be made, for any and all changes and alterations in or about the Facilities, which, during the terms of this Lease Contract, may be required to be made any time by reason of local, state or federal laws, and to save the Authority harmless and free from all cost to do so.

10. AUTHORITY ACTION: To carry out the acquisition and construction of the Facilities and the financing thereof in accordance with the provisions of the Act, the following actions shall be taken by the Authority:

(a) The Authority shall, upon the execution of this Lease Contract, adopt the necessary resolution and proceed to authorize the issuance of the Building Authority Bonds in the aggregate principal sum of not to exceed $2,010,000, pursuant to and in accordance with the provisions of the Act, being the amount estimated to defray the cost of the acquisition and construction of the Facilities, together with architects' fees, legal and financing expenses and contingencies, amortized over a period not exceeding 30 years. The Authority shall offer for sale, and take such other legal procedure as may be necessary to sell the Building Authority Bonds. However, the award of the sale of the bonds shall be subject to the approval of the City Council and shall occur only after the plans and specifications have been completed and approved by the City Council and the construction contract has been completed and approved by the City Council.

(b) The Authority shall, by resolution, pledge the receipt from the cash rentals herein agreed to be paid by the City, for the payment of principal of and interest on the Building Authority Bonds.

(c) The Authority shall enter into and execute contracts for the acquisition and construction of the Facilities in accordance with the plans and specifications approved by the Authority and the City Council, and no changes in the plans and specifications shall be made without the approval of the City Council. The contracts shall be in a form approved by the City Council and no changes in the contracts shall be made without the approval of the City Council. The construction of the Facilities shall be supervised by the City's staff.

(d) The Authority shall require and secure from any contractor undertaking the construction of the Facilities, necessary and proper bonds to guarantee the performance of said contract in such amount and in such form as may be approved by the City Council, and such labor and material bonds as are required by law.

(e) The Authority shall, immediately upon receipt of the proceeds of the sale of the Building Authority Bonds, comply with all requirements provided for in the resolution relative to the disposition and use of such proceeds.

11. ADDITIONAL FUNDS: If for any reason there are not sufficient funds to complete the acquisition and construction of the Facilities, and additional funds are needed, the parties agree that, at the option of the City Council, either of the following methods for providing said additional funds shall be used:

(a) The City may pay the necessary funds as additional advance rentals, and obtain credit or repayment therefor out of future rentals due under the terms of this Lease Contract after all outstanding Building Authority Bonds are paid; or

(b) The City may increase the amount of the annual cash rental payments it pays to an amount fully sufficient to amortize any additional building authority bonds issued by the Authority.

12. POSSESSION: The Authority shall deliver possession of the Sites for the Facilities to the City on the effective date of this Lease Contract, and possession of each portion of the Facilities on the date that construction of that portion of the Facilities is completed. The obligation of the City for the payment of the annual cash rental payments shall in any event remain in full force and effect and shall be paid by the City at all times and in the amounts above specified in order to provide for the payment of principal of and interest on the Building Authority Bonds.

13. NO ABATEMENT OF RENT: There shall be no abatement of the annual cash rental payments required to be made by the City for any reason whatsoever. If, in the case of damage or destruction of the Facilities or other portions of the Sites therefor, the funds received from any insurance policies or other sources, are, in the judgment of the Authority, insufficient to make the Facilities usable or tenantable, then the Authority shall hold and/or invest the funds paid to it as a result of such loss for the benefit of the holders of outstanding Building Authority Bonds. When such funds in addition to rentals paid by the City are sufficient to pay the principal of and interest on all outstanding Building Authority Bonds the Authority shall deposit and hold such the total of such funds and the rental payments in trust for the benefit of the bondholders and use them to pay the principal, interest and call premiums, if any, on the Building Authority Bonds as they mature or as they become callable. Such funds so held may be invested in bonds, notes, bills and certificates of the United States of America.

14. INSURANCE: The City shall provide or cause to be provided liability insurance in an adequate amount protecting the Authority and the City against loss on account of damage or injury or death to persons or property resulting from ownership of the Facilities, or resulting from any act of omission or commission on the part of the Authority, or the City, or either of their agents, officers and employees, in connection with the acquisition and construction, operation, maintenance or repair of the Facilities, or the furnishing of any service to the City. The Authority shall require a sufficient fidelity bond from any person handling the Authority's funds.

15. ASSIGNMENT: The rights, duties and obligations of the City under this Lease Contract may not be assigned in whole or in part during the term of this Lease Contract or while any of the Building Authority Bonds are outstanding and unpaid.

16. RIGHT OF ENTRY: The Authority, its agents, servants, or employees, shall have the right to enter the Facilities at all reasonable times for the purpose of inspecting the same and determining whether the City is complying with all of the terms, agreements, covenants and conditions in this Lease Contract.

17. COVENANT TO PAY RENT: The City covenants and agrees that it will continue to pay to the Authority, in accordance with the terms of this Lease Contract, the annual cash rental payments required by this Lease Contract and pay all costs for the operation and maintenance of the Facilities, without abatement for any reason, until the principal of and interest on all Building Authority Bonds are paid in full.

18. REMEDIES: The City covenants and agrees that if, before all the principal and interest on the Building Authority Bonds has been paid in full, the City fails to make the annual cash rental payments or pay the operation and maintenance as required by this Lease Contract, the Authority may use all the remedies provided by law or in equity to correct said default, including those specifically provided in the Act.

In addition to the other remedies provided by law, the parties recognize the rights and remedies which bondholders have by virtue of the provisions of a bond resolution to be adopted by the Authority providing for the issuance of bonds under the provisions of the Act. The City and the Authority agree that all holders of Building Authority Bonds may compel performance of the duties and obligations of each of the parties to this Lease Contract.

19. PARTIAL RELEASE. The City shall have, and is hereby granted, the right to require the Authority to release from the terms and restrictions hereof any part of the Sites, or any interest therein, at any time and from time to time while the City is not in default hereunder, without cost to the City, provided that the City furnishes the Authority with:

(a) A notice, in writing, containing an adequate legal description of that portion of the Sites with respect to which such right is to be exercised, together with a survey thereof; and

(b) A certificate signed by an engineer or architect stating (i) that no part of the Facilities (other than sewer, water, gas, electric, and communication lines and other utilities, and the like, which shall be specified in such certificate) is located on the portion of the Sites with respect to which such right is exercised, and (ii) that the severance of such portion of the Sites will not impair the operating utility or materially alter the character of the Project or the balance of the Sites.

From and after the consummation of any release effected by the City pursuant to the provisions of this Section, any reference herein to the Sites shall be deemed to refer to the real property described therein, and the buildings and improvements thereon, less and except any portion or interest therein released to the City under this Section an any part theretofore released to the City under this Section. No release effected by the City under the provisions of this Section shall entitle the City to any abatement or diminution of the cash rentals or other obligations payable hereunder.

20. REFUNDING BONDS. In the event that, after issuance of the Building Authority Bonds, it becomes possible to accomplish a net savings of debt service costs and consequently the payments payable by the City for lease of the Facility through the issuance of refunding bonds, the Authority shall be authorized, on its own motion, to issue such refunding bonds, and the aggregate cash rental to be paid by the City hereunder shall automatically be decreased to equal an amount sufficient to pay all principal of and interest on the Building Authority Bonds and such refunding bonds when due. In the event any refunding bonds are issued, the duties and obligations of the Authority and the City as expressed and set forth in this Lease Contract shall be applicable to such refunding bonds as well as the Building Authority Bonds, it being at all times fully recognized and agreed that the cash rentals to be paid by the City, as specified in Section 3 above, shall be based upon they total amount of bonds issued to finance or refinance the costs of the Facility. Any such refunding bonds shall mature on such dates as may be provided by the resolutions authorizing issuance and sale of the refunding bonds, and the cash rentals shall be adjusted as necessary to pay the principal of such refunding bonds plus the interest thereon. All of the provisions of this Lease Contract shall be applicable to the adjusted amounts. Immediately upon the issuance of such refunding bonds, the Authority shall furnish and supply to the City documentation specifying the new schedule of Building Authority Bond payments and cash rentals, increased as herein authorized, which shall be substituted and take the place of schedules herein specified. In the event refunding bonds are issued, all references herein to the Building Authority Bonds shall be deemed to include the refunding bonds.

21. RIGHTS OF BONDHOLDERS: The Authority and the City each recognize that the holders of the Building Authority Bonds will have contractual rights in this Lease Contract, and it is therefore, covenanted and agreed that so long as any of the Building Authority Bonds shall remain outstanding and unpaid, the provisions of this Lease Contract shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the Building Authority Bonds or the prompt payment of principal of or interest thereon. The Authority and the City further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Lease Contract promptly at the times and in the manner required by this Contract, and will not suffer to be done any act which would in any way impair the Building Authority Bonds, the security therefor, or the prompt payment of principal of and interest thereon.

22. FIRST LIEN: The City and the Authority covenant and agree that the proceeds of any sale or other liquidation of any interest of the City in the Facilities, the Sites or any other portion of the police and fire complex, city hall, and the department of public works building, are hereby impressed with a first lien for the payment of any outstanding Building Authority Bonds.

23. NOTICE: Any notice necessary or proper to be given to either of the parties hereto may be served in the following manner:

(a) If to the Authority, by delivering the same to any member of its Board.

(b) If to the City, by delivering the same to the City Clerk or the Mayor.

24. TERM: This Lease Contract shall remain in full force and effect for a term commencing on the effective date of this Lease Contract and continuing until such time as the Building Authority Bonds are paid in full. At the end of such period, this Lease Contract and title to the Facilities shall both be conveyed to the City in a manner contemplated by the Act.

25. QUIET ENJOYMENT: The Authority covenants that the City, upon compliance with the terms of this Lease Contract, shall and may peacefully and quietly have and hold and enjoy the leased premises for the term of this Lease Contract.

26. BINDING EFFECT: This Lease Contract shall inure to the benefit of and be binding upon the respective parties and their permitted successors and assigns.

27. NULL AND VOID IF NO BONDS ISSUED: If for any reason the Building Authority Bonds are not issued or cannot be lawfully sold, this Lease Contract shall be null and void. However, that in no event shall this Lease Contract become null and void if the Building Authority Bonds are sold and delivered.

28. CHANGE IN ORGANIZATION; TERRITORY; CORPORATE STATUS: In the event changes occur in the constitution or laws of the State of Michigan which shall affect the organization, territory, powers or corporate status of the City, the terms and provisions of this Lease Contract shall not be affected by that change and the rights, duties and obligations of the parties shall not be altered or affected by that change insofar as ownership and rights of possession and requirement of payment on the outstanding bonds are concerned.

IN WITNESS WHEREOF, the Authority, by a resolution of its Board of Commissioners, and the City, by a resolution of its City Council, have each caused this Lease Contract to be signed on their behalf as of the date first written above.

This Lease Contract has been executed in quadruplicate.

Witnessed by:

CITY OF SOUTH HAVEN BUILDING AUTHORITY

_____

By: _____

Its: Chairperson, Board of Commissioners

_____

And: _____

Its: Secretary, Board of Commissioners

In the presence of:

CITY OF SOUTH HAVEN

_____

By: _____

Robert Burr
Its: Mayor

_____

And: _____

Amanda Morgan
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF VAN BUREN)

_____ and _____, respectively, the Chairperson and the Secretary of the City of South Haven Building Authority appeared before me on _____, 2016, and acknowledged they signed this document on behalf of the Authority as authorized and directed by resolution of its Board of Commissioners.

_____
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of Van Buren

STATE OF MICHIGAN)
)SS
COUNTY OF VAN BUREN)

Robert Burr and Amanda Morgan, respectively, the Mayor and the Clerk of the City of South Haven, appeared before me on _____, 2016, and acknowledged they signed this document on behalf of the City as authorized and directed by resolution of its City Council.

_____
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of Van Buren

Drafted by and when recorded
return to:

Roger A. Swets
Dickinson Wright PLLC
200 Ottawa Avenue, Suite 1000
Grand Rapids, Michigan 49503

EXHIBIT A

LEGAL DESCRIPTION

Land located in City of South Haven, Van Buren and Allegan Counties, State of Michigan, described as:

EXHIBIT B

[NOTE TO PUBLISHER – Publication MUST be ¼ page size]

FORM OF NOTICE

TO THE ELECTORS AND TAXPAYERS OF THE
CITY OF SOUTH HAVEN, MICHIGAN

NOTICE OF INTENT TO ENTER INTO A LEASE CONTRACT
WITH THE CITY OF SOUTH HAVEN BUILDING AUTHORITY
PLEDGING THE CITY'S LIMITED TAXING POWER

RIGHT OF REFERENDUM

PLEASE TAKE NOTICE that the City Council of the City of South Haven, Michigan (the "City"), intends and has resolved to enter into a Lease Contract with the City of South Haven Building Authority (the "Building Authority"), pursuant to which the Building Authority shall sell bonds (the "Bonds") in an amount not to exceed $2,010,000, for the purpose of defraying the cost to design, acquire and construct recreational facilities, including, but not limited to park improvements in various City parks, including, but not limited to boardwalk improvements, signs, entrance improvements, kayak access and the purchase and installation of furnishings and equipment, together with parking improvements, site work, and appurtenances and improvements necessary or convenient for the use thereof to be used by the City.

The Bonds issued by the City of South Haven Building Authority shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate of not to exceed 8% per annum.

SOURCE OF PAYMENT

THE PRINCIPAL AND INTEREST ON THE BONDS shall be payable primarily from cash rentals to be paid by the City to the Building Authority as set forth in the Lease Contract, which bonds pledge said rentals to the payment thereof. THE CITY HAS PLEDGED ITS LIMITED TAX, FULL FAITH AND CREDIT, GENERAL OBLIGATION FOR THE PAYMENT OF THE CASH RENTALS SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL BECOME DUE AND PAYABLE, AND THE CITY, IF NECESSARY TO MAKE SUCH PAYMENTS, SHALL LEVY AD VALOREM TAXES UPON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT TO APPLICABLE CHARTER, STATUTORY AND CONSTITUTIONAL LIMITATIONS ON THE POWER OF THE CITY TO TAX.

IN THE EVENT THAT VALID PETITIONS REQUIRING AN ELECTION ON THE LEASE CONTRACT ARE FILED, AS DESCRIBED BELOW, AND THE LEASE CONTRACT IS APPROVED BY VOTE OF THE ELECTORS, THE OBLIGATION TO LEVY AD VALOREM TAXES TO PAY THE PART OF THE CITY'S CASH RENTALS THAT WILL BE USED TO PAY DEBT SERVICE ON THE BUILDING AUTHORITY'S BONDS SHALL BE WITHOUT LIMITATION AS TO THE RATE OR AMOUNT.

RIGHT OF REFERENDUM

THE LEASE CONTRACT will become effective without a vote of the electors thereon, upon the expiration of sixty (60) days following the publication of this notice, unless PETITIONS requesting an election on the question of whether the Lease Contract should be effective, signed by not less than 10% OF THE REGISTERED ELECTORS in the City are filed with the City Clerk WITHIN FORTY-FIVE (45) DAYS after the date of this publication, in which case the Lease Contract shall not become effective unless approved by a majority of the electors of the City qualified to vote and voting thereon.

A copy of the Lease Contract is on file at the office of the City Clerk.

THIS NOTICE is given pursuant to the requirements of Section 8b of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

Amanda Morgan, Clerk
City of South Haven

Agenda Item 12

Outdoor Dining Agreement for Black River Tavern

Background Information:

The City Council will be asked to consider renewal of the license agreement for outdoor dining and alcohol services along Phoenix Street, with the restaurant owner of Black River Tavern, 403 Phoenix Street.

Black River Tavern is a local restaurant, located at 403 Phoenix Street, operating under the name RAPA Development, LLC d/b/a Black River Tavern. The owner of Black River Tavern, Mr. Scott Maxwell, is seeking renewal of the license agreement to allow outdoor dining and alcohol service along Phoenix Street. The Planning Commission approved the special use permit for outdoor dining at their regular meeting on December 5, 2013. Two (2) conditions were placed on the approval: the noise level currently heard outside the building may not increase with the outdoor seating and that the Downtown Development Authority (DDA) approve the outdoor furniture. The DDA approved the outdoor furniture plan at the February 12, 2014 regular meeting.

The draft license agreement for Black River Tavern has been actively reviewed by staff, the city's attorney, and the restaurant owner. The license agreements require a payment of $289.41 per year, based on a three-year agreement, to the City of South Haven (the fee includes an annual 5% adjustment clause.) The fee is based on comparison to other lake front communities, and mirrors the fees charged by the City of Grand Haven. The agreements have a variety of requirements. Some of the highlights of the agreements are:

- The agreements allow customer seating to occur until 11:00 p.m.,
- The agreements require the city be provided with certificates of insurance,
- The agreements require that a designated clear path be maintained, to allow pedestrians to use the city's sidewalks,
- The agreements also require that if alcohol service is to be provided, at the outdoor dining location, and that the owner be in compliance with Michigan Liquor Control Commission rules and regulations.

Recommendation:

Should the City Council wish to proceed with allowing outdoor dining and alcohol at Black River Tavern to continue, the Council should consider a motion to renew the license agreement for outdoor dining and alcohol services with Black River Tavern, 403 Phoenix Street, for an additional three-year license agreement.

Support Material:

DRAFT License Agreement; Black River Tavern
Outdoor Dining Image; Black River Tavern

OUTDOOR SIDEWALK CAFÉ LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND
RAPA Development, LLC d/b/a BLACK RIVER TAVERN
403 PHOENIX STREET

This Outdoor Sidewalk Café License Agreement shall apply to food establishments and eating or drinking places including restaurants, delicatessen, café, bars, taverns or other similar establishments which serve food and/or beverages to the general public for personal consumption in or on outdoor facilities known as Outdoor Sidewalk Cafes.

This License Agreement shall be accompanied by Exhibit A, the Licensed Premises, which is a site plan drawing showing the location of the Owner's Parcel, the public right-of-way, the sidewalk, curb, landscaped areas, any structures or obstacles, the Designated Clear Path area and the Outdoor Sidewalk Café Licensed Premises area. The Licensed Premises shall be clearly designated by shading or cross-hatching and shall not include the Designated Clear Path.

This License Agreement shall be accompanied by certificates of insurance or other evidence reasonably acceptable to the City indicating that the Owner maintains a policy or policies of insurance as described in Section 11.

This License Agreement shall be accompanied by a copy of the Owner's Food Service License and a statement by the owner on the number of food service related seats within the owner's building, and the number of food-service related seats in the Outdoor Sidewalk Café.

This Outdoor Sidewalk Café License Agreement is made between the City of South Haven, a Michigan home rule city, of 523 Phoenix Street, South Haven, Michigan 49090-1499 (the "City"), and RAPA Development, LLC d/b/a Black River Tavern, 403 Phoenix Street, South Haven, Michigan 49090 (the "Owner") with respect to the following facts and circumstances.

RECITALS

A. Phoenix Street is a public right-of-way and/or public open-space within the corporate limits of the City.

B. The Owner owns, or has a leasehold interest, in a building and land commonly known as 403 Phoenix Street, South Haven, Michigan ("Owner's Parcel"), and on that property operates a food establishment or eating or drinking place.

C. The Owner desires to establish and operate an Outdoor Sidewalk Café on the public right-of-way and/or public spaces in front of or adjacent to the building or land described in Recital B, which would encroach upon the public right-of-way or City owned property at 403 Phoenix Street.

D. The Owner has been granted a special use permit by the City Planning Commission on December 13, 2013, to establish and operate an Outdoor Sidewalk Café at the location described in Recital B.

E. The City is willing to permit such Outdoor Sidewalk Café in strict accordance with the terms and conditions of this Agreement.

DEFINITIONS

"Outdoor Sidewalk Café" means any portion of a food establishment or eating or drinking place located on a public sidewalk or public open-space on a City right-of-way or City-owned property.

"*Excess Sidewalk or Excess Open-Space Area*" means the remaining area or sidewalk or open-space in front of or adjacent to the Owner's Parcel after five (5') feet of clear unobstructed sidewalk or open-space is made available to pedestrians for free passage.

"Food Establishment or Eating or Drinking Place" means a business which has been licensed by the Van Buren County Health Department or the Department of Agriculture to sell food and/or drinks for consumption on the premises, and which provides food service seating or restaurant seating inside a building on the Owner's Parcel.

"Owner's Parcel" means the private property under control of the Owner as described in Recital B.

"Designated Clear Path" means the area designated in Exhibit A as an unobstructed public walkway. A Designated Clear Path shall be maintained free from any obstruction, including those amenities associated with an Outdoor Sidewalk Café that impede or delay free pedestrian passage along a public sidewalk or public open-space and including but not limited to chairs, umbrellas, tables, trash containers, railings, planters and signage.

"Licensed Premises" means the area designated for use as an Outdoor Sidewalk Café in Exhibit A. The Licensed Premises shall not include any part of the Designated Clear Path or other area required to remain unobstructed.

"Readily Removable" means any such furniture that is **not** leaded, cemented, nailed, bolted, power riveted, screwed in or affixed even in a temporary manner to the public sidewalk or an public open-space area.

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

1. License. The City licenses to the Owner and the Owner accepts from the City the use of the premises located in the City described and depicted in the attached Exhibit A (the "Licensed Premises").

2. Term. The term of this License shall commence on the date of signature and will terminate at midnight on December 31, 2019, unless earlier terminated or revoked as provided below.

3. Use. The Licensed Premises shall be used by the Owner to establish and operate an Outdoor Sidewalk Café in compliance with the standards and conditions of the special use permit granted by the City Planning Commission. The Owner will use the Licensed Premises in a clean, wholesome and lawful manner, in compliance with all applicable City ordinances, and permit requirements, and any applicable state laws, rules or regulations.

4. License Fee. The Owner shall pay the City, or its successors and assigns, an annual License Fee. The annual License Fee shall be paid in advance, with the first payment due on the date this Agreement is signed, and subsequent payments due each year on the anniversary of the signing. The City may, at its discretion, increase the amount of the annual License Fee each year by providing written notice to the owner not less than 30 days prior to the payment due date. The total amount of the annual License Fee shall not exceed the product of $289.41 compounded annually at a rate of 5% for each year that this Agreement has been in effect. To illustrate, the fee due on the first anniversary of the signing shall not exceed $303.88, and the fee due on the second anniversary of the signing shall not exceed $319.07.

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

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

7. Compliance with Law. The Owner shall comply with and observe all applicable laws, ordinances, rules, regulations and orders of all public authorities including but not limited to health rules, laws and regulations.

8. General Restrictions, Standards and Conditions. In addition to any restrictions, standards, or conditions placed on the Owner by the Planning Commission in granting special use approval, and without limitation, the License is subject to the following general restrictions designed to control the design, materials, installation and maintenance of Outdoor Sidewalk Cafés:

A. The licensed Outdoor Sidewalk Café shall not be conducted in such a way as to become a public nuisance as proscribed by City ordinance. The licensed Outdoor Sidewalk Café shall not interfere with vehicular or pedestrian traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

B. Sale of Alcoholic Beverages. A Food Establishment or Eating or Drinking Place operating an Outdoor Sidewalk Café and possessing a valid liquor license issued by the Michigan Liquor Control Commission may serve alcoholic beverages subject to the following provisions:

1. The service of liquor on the Outdoor Sidewalk Café shall occur only in compliance with all rules and regulations promulgated by the Michigan Liquor Control Commission, including any prior Liquor Control Commission approval that may be required.
2. All alcoholic beverages to be served at Outdoor Sidewalk Cafés shall be prepared within the existing Food Establishment or Eating or Drinking Place, and alcoholic beverages shall only be served to patrons seated at tables.
3. The consumption of alcoholic beverages at an Outdoor Sidewalk Café shall be limited to the confines of the Licensed Premises. Any consumption of alcoholic beverages occurring within the confines of the Licensed Premises shall not be construed as a violation of any ordinance controlling open alcohol containers in a public area.
4. Employees of the Food Establishment or Eating or Drinking Place shall continuously supervise Outdoor Sidewalk Cafés serving alcoholic beverages.
5. Upon application for the License authorized under this Agreement, the Owner shall submit to the City all documentation submitted to the Michigan Liquor Control Commission in applying for the liquor license, and a full history of the liquor license holder including all complaints filed with the Michigan Liquor Control Commission.
6. A violation of any provision of this Agreement relating to the sale of alcoholic beverages is a material breach of this Agreement, and may result in immediate termination of the License as provided by this Agreement.

C. Outdoor Sidewalk Café Hours of Operation.
Except as otherwise provided in this Agreement, Outdoor Sidewalk Café Owners may begin conducting business in Outdoor Sidewalk Cafés upon City right-of-way or public space areas daily at 7:00 A.M. No customer shall be seated in an Outdoor Sidewalk Café after 11:00 P.M., and the Owner shall make all reasonable efforts to ensure that no customers remain in the Café area after 12:00 P.M.

D. Service Requirements.

1. The number of seats in an Outdoor Sidewalk Café shall not exceed the number of seats inside the building of the Food Establishment or Eating or Drinking Place.
2. The number of seats in an Outdoor Sidewalk Café shall be included in the Food Service License of the Food Establishment or Eating or Drinking Place.
3. Trash and/or refuse containers are required in an Outdoor Sidewalk Café and shall be located on the Licensed Premises.

4. Outdoor bussing or service stations are prohibited.
5. The presetting of tables with utensils, dinnerware, glasses, napkins, condiments and the like is prohibited.
6. The outdoor preparation of food is prohibited.
7. All exterior surfaces within the Outdoor Sidewalk Café shall be easily cleanable and shall be kept clean at all times by the Owner, Owner's agent, or the employees of the Owner.
8. The Owner shall be responsible for maintaining the Outdoor Sidewalk Café, including the sidewalk surface and furniture and adjacent areas in a clean, wholesome and safe condition.
9. Maintenance of the Outdoor Sidewalk Café shall include the immediate cleaning and sweeping/brooming of any trash, food, debris, liquid, broken glass or other trash to be placed in trash receptacles.

E. Outdoor Sidewalk Café Area Limitations

1. The area of an Outdoor Sidewalk Café shall be limited to the excess sidewalk and/or excess open-space area located directly in front of or adjacent to a food establishment or eating or drinking place.
2. No Outdoor Sidewalk Café shall encroach or extend beyond the property lines of the Owner's Parcel extended into the City right-of-way or City-owned property.
3. No Outdoor Sidewalk Café or associated furniture shall block or impede the passage and free movement of pedestrians entering the sidewalk from a legally parked vehicle.
4. No Outdoor Sidewalk Café shall encroach upon the Designated Clear Path. The Designated Clear Path shall be maintained free from any obstruction, including those amenities associated with an Outdoor Sidewalk Café that impede or delay free pedestrian passage along a public sidewalk or public open-space and including but not limited to chairs, umbrellas, tables, railings, trash containers, planters and signage.
5. No Outdoor Sidewalk Café shall interfere with any public service facility, such as a telephone, mailbox, or bench located on a right-of-way or other City-owned property.
6. An Outdoor Sidewalk Café shall leave sufficient space to allow access to the Food Establishment or Eating or Drinking Place in accordance with accessibility requirements under the Americans with Disabilities Act.

F. Outdoor Sidewalk Café Designated Clear Path

1. A Designated Clear Path shall be provided with a minimum width of five (5') feet, free of all obstructions in order to allow adequate pedestrian movement along sidewalks and public places as shown in Exhibit A.
2. The Designated Clear Path shall be marked upon the pavement where it is adjacent to any Licensed Premises.
3. The Designated Clear Path shall be located on the sidewalk between the Owner's building and a line drawn between the two nearest tree landscaping cut-outs in the sidewalk.
4. If an adjacent property owner has an established Outdoor Sidewalk Café, the Designated Clear Path must be aligned with the established Designated Clear Path.
5. The minimum height clearance for the Designated Clear Path shall be seven (7') feet measured vertically from the sidewalk to any Outdoor Sidewalk Café furniture in order to allow adequate pedestrian movement along sidewalks and public places.
6. The Owner shall be responsible for preserving the Designated Clear Path area at all times. The Designated Clear Path shall be maintained free from any obstruction, including those amenities associated with an Outdoor Sidewalk Café that impede or delay free pedestrian passage along a public sidewalk or public open-space and including but not limited to chairs, umbrellas, tables, trash containers, railings, planters and signage.
7. The Owner shall take such action as is necessary to prevent patrons and/or employees from encroaching beyond the Licensed Premises into the Designated Clear Path at all times.

G. Outdoor Sidewalk Café Furniture.

1. All Outdoor Sidewalk Café furniture, including tables, chairs, umbrellas, trash containers, railing and planters shall be approved by the Downtown Development Authority to insure the integrity and to preserve the character and compatibility of the local business district. Furniture

which is identical in design, material and character to furniture previously approved by the Downtown Development Authority for an Outdoor Sidewalk Café shall be considered to have Downtown Development Authority Approval.

2. All outdoor dining furniture, including tables, chairs, umbrellas, trash containers, railing and planters shall be readily removable.

3. Outdoor heaters or fans are prohibited.

4. Outdoor Sidewalk Café furniture shall not be stored in the public right-of-way at any time.

5. Umbrellas shall be removed from the Licensed Premises during hours when the Outdoor Sidewalk Café is not open for business.

6. Outdoor Sidewalk Café furniture, including tables, chairs, umbrellas, trash containers, railing and planters, shall be removed from the Licensed Premises during periods of inclement weather which might cause injury or harm to staff, customers or passersby, including periods of high winds, tornadoes, lightning and thunder storms, hail or ice storms, or snowstorms.

7. Outdoor Sidewalk Café furniture, including tables, chairs, umbrellas, trash containers, railing and planters, shall be removed from the Licensed Premises at the close of the outdoor dining season. The Owner may exercise reasonable discretion in determining, based on weather conditions, when the outdoor dining season has come to a close. However, the Owner shall be in violation of this section if Outdoor Sidewalk Café furniture remains in the Licensed Premises more than 2 weeks after the date when the Outdoor Sidewalk Café was last open for business.

H. Outdoor Sidewalk Café Table Umbrella Restrictions.

Table umbrellas shall be permitted as Outdoor Sidewalk Café furniture under the following conditions that:

1. All table umbrellas shall be properly supported, retractable, and made of a non-combustible frame, covered with flameproof canvas or cloth only.

2. No table umbrella shall exceed seven (7’) feet in diameter.

3. No table umbrella shall obstruct the clear vision of any street sign or traffic regulatory sign.

4. No table umbrella shall contain or display any type sign or signage except on the fringe or valance

5. No table umbrella lower than seven (7') feet measured perpendicular from the sidewalk surface shall encroach into the designated clear path.

6. The valance or fringe of a table umbrella shall not exceed six (6”) inches.

7. All table umbrellas must be properly secured with a base of not less than 60 pounds minimum.

I. Planters or Railings.

1. In order to maintain maximum visual access, the height of the planter or railing including vegetation therein, shall not be higher than thirty-six (36”) inches.

2. All planters or railings utilized as part of the Outdoor Sidewalk Café for decoration or delineation of the Outdoor Sidewalk Café area shall be self-supporting.

3. All planters and railings shall be readily removable and shall be removed from the sidewalk right-of-way or open-space area during those hours when an Outdoor Sidewalk Café is prohibited.

J. Elevation and Surface Coverings Prohibited.

1. An Outdoor Sidewalk Café shall have the same surface elevation as the adjoining sidewalk.

2. Paint, artificial turf, carpets, platforms or any other surface cover or treatment of any kind are prohibited from being placed upon the area designated as an Outdoor Sidewalk Café at any time, except that the pavement may be marked to show the location of the Designated Clear Path.

K. The Outdoor Sidewalk Café shall be made available to patrons of the Owner only.

L. Noise Restrictions.

Stereo systems, stereo speakers or other audio devices for sound reproduction shall not be operated in or on Outdoor Sidewalk Cafes, and shall not be directed to an Outdoor Sidewalk Café from the Owner's Parcel.

M. Sign Restrictions**.**
Signs, signboards, or advertisements recognizing an Outdoor Sidewalk Café are prohibited in the Licensed Premises except for the name of the establishment on the fringe or valance of a table umbrella or on the valance of any awning.

N. Fire Code Compliance.
A permitted Outdoor Sidewalk Café is required to comply at all times with all requirements of the BOCA National Fire Prevention Code and other related fire ordinances to the satisfaction of the South Haven Emergency Services Fire Marshal or his designee.

O. Outdoor Sidewalk Café Limitation.
No more than one Outdoor Sidewalk Café license agreement shall be issued by the South Haven City Council for each parcel.

9. Maintenance. The Owner shall, during the term of this License, and at his sole expense, do and perform all maintenance necessary to keep the Licensed Premises in good repair and in a safe condition.

10. Improvements, Restoration, Construction Liens.

A. No improvements shall be made to the Licensed Premises without the prior written consent of the City.

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

11. Public Liability and Indemnity. The City shall not be responsible for any loss or damage from whatever cause to personal property located on the Licensed Premises. The Owner shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the Owner's use, occupancy, maintenance (or failure to maintain), or repair (or failure to repair) the Licensed Premises. The Owner shall obtain and maintain a general liability insurance policy covering the Licensed Premises and the Owner's activities on the Licensed Premises in minimal coverage amounts of $1,000,000 per occurrence and fire and casualty insurance with an extended coverage endorsement on any improvements placed or constructed by the Owner on the Licensed Premises equal to the amount to the full insurable value of such improvements. All policies shall name the City as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request, the City shall be provided copies of the policies of insurance and all endorsements.

12. Casualty. In the event of damage to or destruction of the Licensed Premises by fire, storm or any other casualty or accident, this License shall not terminate if the Owner gives written notice to the City that the Owner desires the License to continue, unless the Licensed Premises are so destroyed that it will require material reconstruction. The Owner shall have the right to repair any such damage to a condition

prior to the damage; however, such repair must be completed within sixty (60) days of the loss. If written notice is not given, or if repairs are not timely completed, the License shall terminate sixty (60) days after the loss. If the damages destroy the building on the Owner's Parcel in whole or in substantial part, then this License shall terminate immediately. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Owner or placed on the Licensed Premises by the Owner, which are caused by fire, theft, loss, vandalism or other casualty.

13. Breach. The Owner shall be in breach of this Agreement upon the occurrence of the following events: If at any time any fee, insurance premium or other charge or payment payable by the Owner pursuant to the terms of this Agreement shall become in arrears and unpaid for a period of thirty (30) days after notice of default in performance; or if default in the Owner's requirements, obligations and duties hereunder is not cured within fourteen (14) days from written notice of such default, then at the option of the City it may terminate this Agreement and all rights of the Owner as to the Licensed Premises shall terminate. The City shall also have such other lawful remedies as are required to enforce the terms of this Agreement.

14. Temporary Suspension of License. The City Manager shall have the right and power, acting through the City Police Department, to suspend this license for an Outdoor Sidewalk Café and cause removal of the Owner's furniture and other personal property from the licensed premises at any time because of anticipated or actual problems or conflicts in the use of the public right-of-way, sidewalk or a public open-space area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades or marches, repairs to the street or sidewalk, or from demonstrations or emergencies occurring on, in, adjacent to, or near the Licensed Premises. To the extent possible, the City shall give the Owner prior written notice of any time period during which the operation of the Outdoor Sidewalk Café will be suspended by the City due to a specific problem or conflict; however, any failure to give prior written notice shall not affect the right and power of the City to suspend the license for operation of any Outdoor Sidewalk Café at any particular time.

15. Exceptions. Exceptions to the conditions of this agreement may be granted by the South Haven City Council during planned and organized festival events and sidewalk sales.

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

A. The expiration of the term of this Agreement without a written amendment or extension by the parties.

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

C. At any time by the City, upon fourteen (14) days prior written notice to the Owner. Whenever notice of early termination is provided to the Owner under this subsection, the Owner shall be afforded an opportunity to appear before the City Council at its next regularly scheduled meeting to show cause as to why this Agreement should continue.

D. The License granted under this Agreement shall be suspended immediately upon verbal or written notice to the Owner, where the City Manager determines that the use of the Licensed Premises has become a hazard or presents an imminent risk or danger to the public health, safety and welfare. Unless the City Manager subsequently rescinds such suspension, the City Council, at its next regular meeting shall consider whether to reinstate the License, continue the suspension, or terminate this Agreement, in its sole discretion. The Owner shall be afforded an opportunity to appear before the City Council to show cause as to why the License should be reinstated.

E. Immediately upon any default of the Owner without timely cure as provided in Section 13.

F. In accordance with Section 12, upon the destruction in whole or substantial part of the building on Owner's Parcel or upon the damage to or destruction of the Licensed Premises if the Owner does not make timely repairs.

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

H. Immediately, at the option of the City Manager, upon the Owner's failure to meet, observe or fulfill any obligation, general restrictions, standards, condition, or requirement of this Agreement.

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

18. Owner's Acknowledgements. The Owner acknowledges and agrees that the City owns the Licensed Premises, that the License granted under this Agreement involves the permission to enter and use property which is a public right of way and/or City owned property, that the public's rights are paramount, and that the Owner's use under this License may not interfere with the public's rights to the reasonable use of the Licensed Premises. The Owner further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other property interest in the Licensed Premises. The Owner further acknowledges that it has no claim to any amount of lost revenues due to suspension, termination or any other interruption in the use of the Licensed Premises.

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

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

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

22. Miscellaneous.

A. This Agreement is written pursuant to the laws of the State of Michigan and was made in Van Buren County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. This Agreement may not be modified or amended except in writing, signed by the parties. It shall not be affected by any course of dealing.

B. The captions of this Agreement are for convenience only and shall not considered as part of this License or in any way limiting or amplifying its terms and provisions. The recitals, however, are an integral part of this Agreement. More than one copy of this Agreement may be signed, but all constitute one agreement.

The parties have caused this Agreement to be executed as of the date first written above.

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

By: _____
Amanda Morgan, Clerk

Date signed: _____, 2016

APPLICANT

By: _____

Its: _____

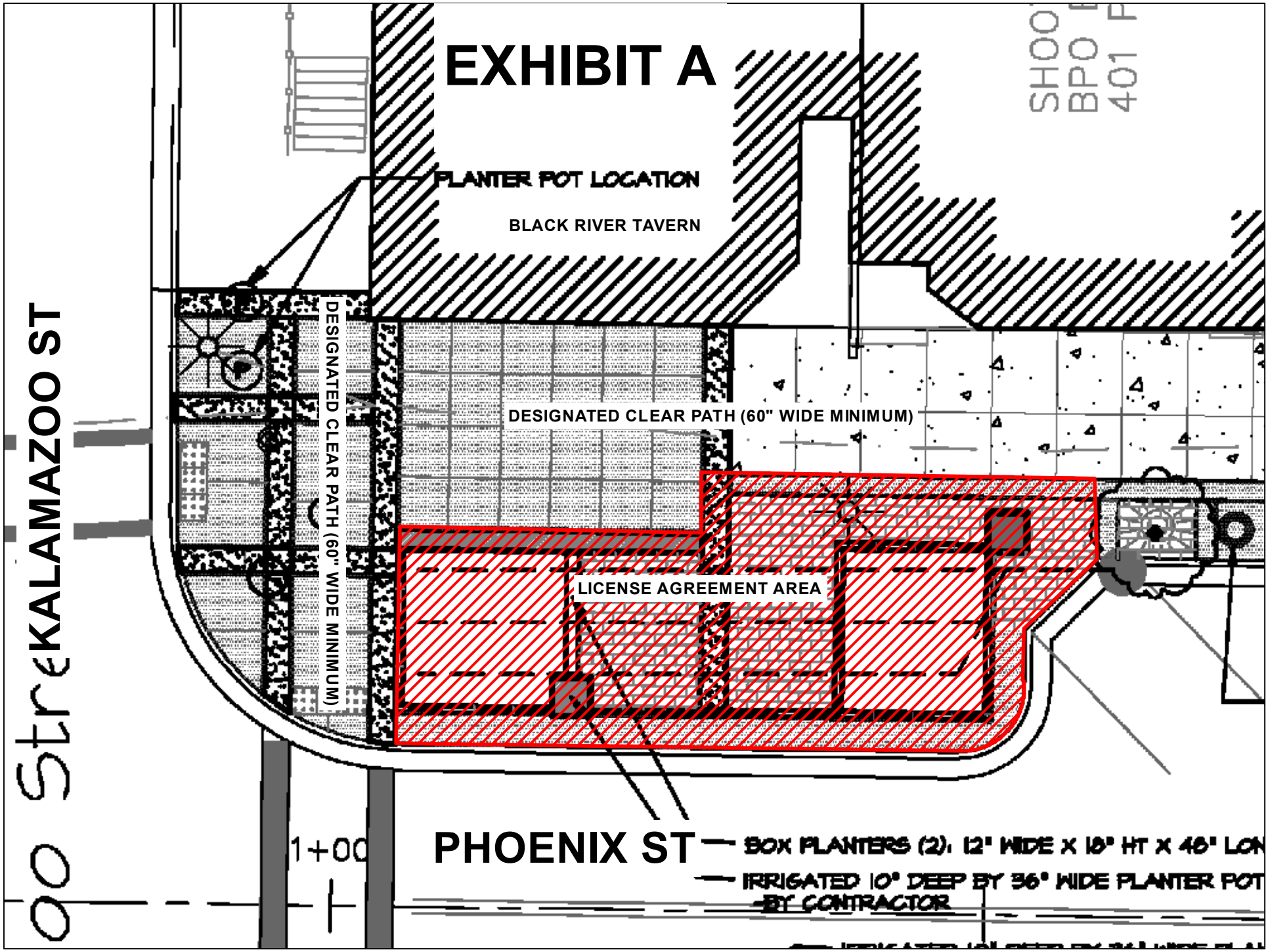
By: _____

Its: _____

Date signed: _____,2016

EXHIBIT A
LICENSED PREMISES

EXHIBIT A


PLANTER POT LOCATION
BLACK RIVER TAVERN
DESIGNATED CLEAR PATH (60" WIDE MINIMUM)
DESIGNATED CLEAR PATH (60" WIDE MINIMUM)
LICENSE AGREEMENT AREA
KALAMAZOO ST
PHOENIX ST
1+00
BOX PLANTERS (2), 12" WIDE X 19" HT X 48" LON
IRRIGATED 10" DEEP BY 36" WIDE PLANTER POT
BY CONTRACTOR

Black River Tavern

403 Phoenix St.
South Haven, MI 49090

T (269) 63 RIVER
(269) 637-4837

www.blackrivertavern.com

To South Haven City Council,

I have been informed that our patio license agreement is up for renewal so I am writing to request renewal for a new three year term. We would like to discuss the possibility for permission to use heated lamps in the cooler spring and fall evenings as it currently is not permitted under the agreement.

Please let me know if there is anything you need from us at this time.

Kind Regards,

Scott Maxwell

Agenda Item 13

Soha Surf Shop License Agreement Amendment

Background Information:
City Council will be asked to approve the proposed amendment to the Soha Surf Shop license agreement dated November 11, 2014. Soha Surf Shop, owned by Chris Campbell, currently has a license agreement with the City of South Haven to rent kayaks, paddleboards, beach chairs and umbrellas to the public from South Beach property at the Blue Stairs. The current agreement allows the business to operate with a booth and rental rack that is 22' by 9'. The booth and rental rack will be removed from the property at the end of the season each year. The current agreement is in effect through year 2020.

Mr. Campbell is now asking for an amendment to the license agreement to allow him to operate the business from a different location on South Beach. Because of the high water level of Lake Michigan and substantial erosion of the beaches, the current location for the license agreement at the blue stairs takes up almost half of that usable beach. The rack itself is approximately 22' long by 7' wide plus the 11' of the paddleboards which doesn't leave much room for anything else at that location.

Staff has viewed alternate locations where Soha Surf Rentals could set up and determined the best option is alternative location #3 which is just west of the underground reservoir and north of the deck overlook. Soha Surf Shop is aware that their customers must walk kayaks, paddleboards, and canoes down to the Personal Watercraft Lane south of the blue stairs in order to be launched. Because of their proximity to the South Beach vending area, Soha Surf Shop will not be allowed to offer food vending since it may infringe on the South Beach Concession license agreement.

Lastly, this is a one-year agreement to modify the location. Staff and Soha Surf Shop will mutually review the one-year modification by June 2017 to determine if another year at alternative location #3 is warranted by elevated lake levels and decreased beach access at the original site.

Recommendation:
Staff recommends that city council approve the proposed amendment to the Soha Surf Shop license agreement dated November 11, 2014.

Support Material:
2014 Amended License Agreement with attachments
Location Options
Soha Surf Shop email & pictures

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of November 14, 2014 (the "Effective Date"), between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the "**City**"), and Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the "**Licensee**").

RECITALS

A. The City owns the property located on Lake Michigan commonly referred to as South Beach Park ("**South Beach**").

B. The Licensee wishes to operate a surf shop business on South Beach during the summer months that would rent kayaks, paddleboards, beach chairs, and umbrellas to the public and sell surf shop merchandise.

C. The City wishes to accommodate the Licensee's request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. License. The City licenses to the Licensee that portion of South Beach designated on the attached Exhibit A (the "**Licensed Property**") for its use in operating a surf shop business, subject to the terms and conditions of this Agreement and for no other purpose or use.

(a) This license is granted on an "AS IS" basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.

(b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City's prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.

(c) For the summer of 2016 only, the parties have agreed to change the Licensed Property location to Alternative #3. Parties will review this arrangement in May of 2017 to assess lake levels and beach access to mutually determine that a return the original Licensed Property location is warranted. See attached Exhibit A-2.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the Effective Date and shall expire 5 years thereafter. Lessee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions. Notwithstanding the foregoing, Licensee shall only have the right to use the Licensed Property from 7:00 a.m. on May 15th through 8:00 p.m. on September 15th (the "Season") during each calendar year that this Agreement is in effect.

3. License Fee. The Licensee shall pay to the City an annual license fee on October 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee's operation of the surf shop business on South Beach. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on South Beach. The License Fee shall be 15% of the gross annual revenue derived from operation of the surf shop business on South Beach. The Licensee shall submit a report showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.

5. Requirements of Licensee. This license is subject to the following terms and conditions:

(a) The Licensee's surf shop business shall consist only of selling surf shop merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, ~~including food items~~, acceptable to the City) and renting kayaks, paddleboards, beach chairs, and umbrellas to the public for a fee. Prior to renting a kayak or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak or paddleboard.

(b) The Licensee shall instruct its customers to operate the kayaks and paddleboards in the designated personal water craft lane. The Licensee shall be responsible for ensuring compliance with this requirement.

(c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents, make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.

(d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak and paddleboard rentals.

(e) The Licensee may (i) install tents within the area designated as the "Tent & Kayak Rack Storage Area" on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. The tents shall be removed in the evenings after hours of operation.

(f) The Licensee may install temporary storage racks for the storage of paddleboards and kayaks within the area designated as "Tent & Kayak Rack Storage Area" on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. An example picture of the "Storage Rack" is on the attached Revised Exhibit B, the rack will be similar in design. The Licensee shall remove such storage racks from the Licensed Property at the end of the Season.

(g) The Licensee shall ensure that its operation of the surf shop and the use and operation of kayaks and paddleboards on Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.

(h) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week during the Season.

(i) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City's logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

> THE RENTAL OF KAYAKS AND PADDLEBOARDS IS OPERATED EXCLUSIVELY BY SOHA SURF SHOP, LLC. THE CITY OF SOUTH HAVEN HAS NO ROLE IN THIS OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee's operation of the surf shop business or use of the Licensed Property. "**Loss**" means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

7. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days' prior written notice to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

8. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City's prior written consent.

9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred, suspend the license granted by this Agreement, effective immediately. In case of suspension, Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.

10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to, pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney's fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

11. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this amended License Agreement as of the dates below.

CITY OF SOUTH HAVEN	SOHA SURF SHOP, LLC
By:_____	By:_____
Robert Burr, Mayor	
By:_____	Its: _____
Amanda Morgan, Clerk	
Date: _____	Date: _____

EXHIBIT A – LICENSED PROPERTY LOCATIONS

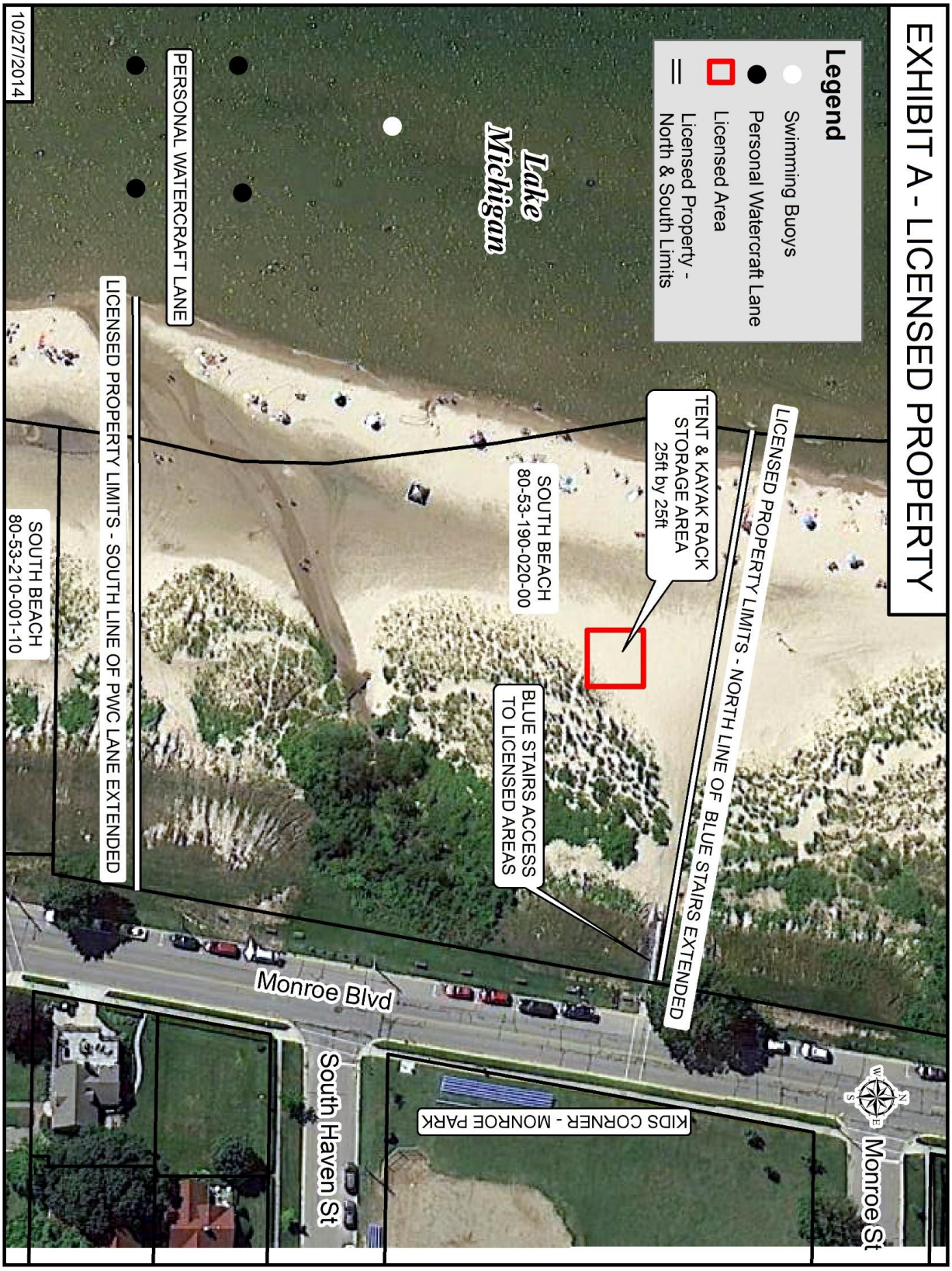


EXHIBIT A-2

2016 LICENSED PROPERTY

LICENSED PROPERTY - SOUTH BEACH

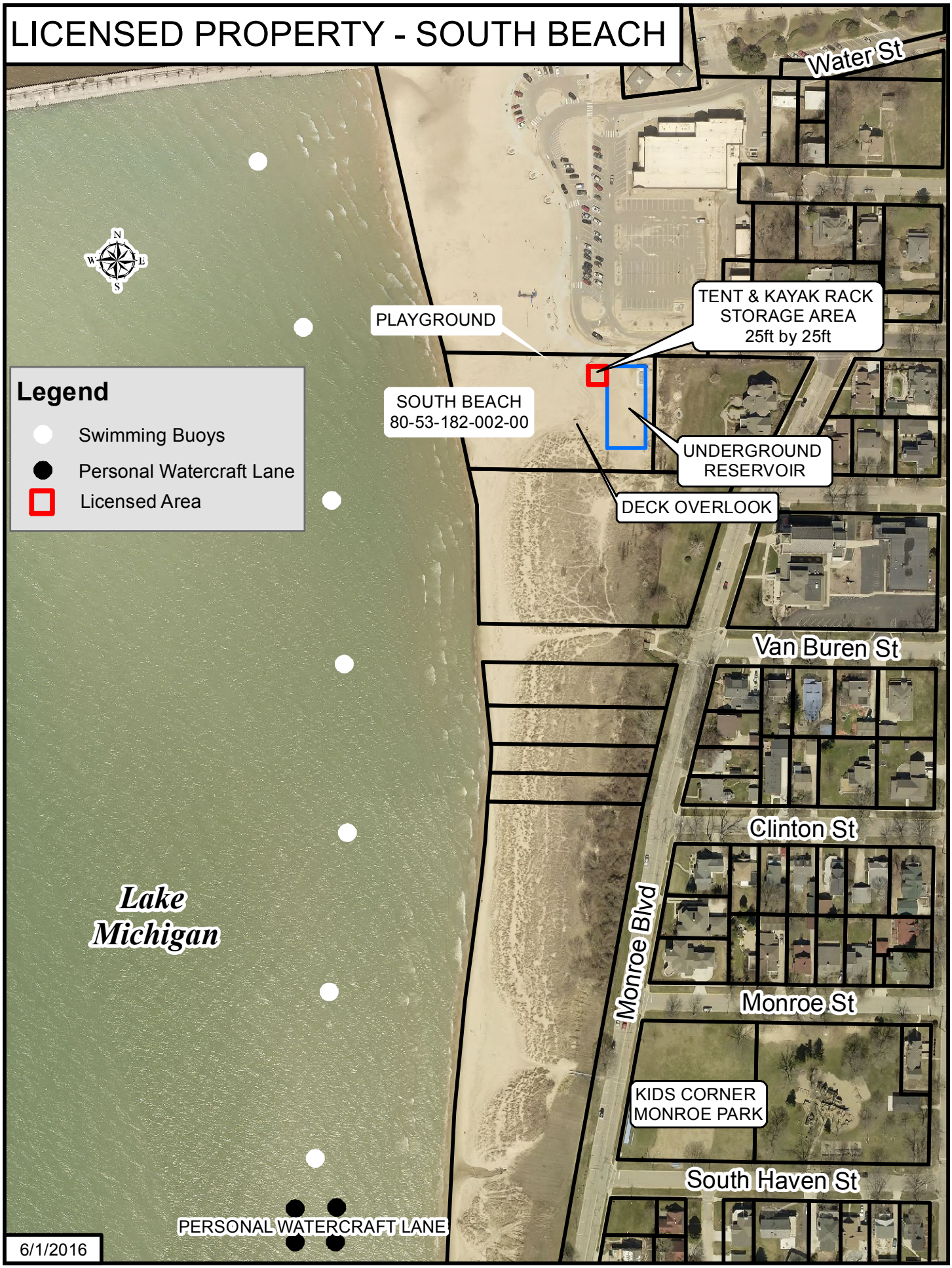
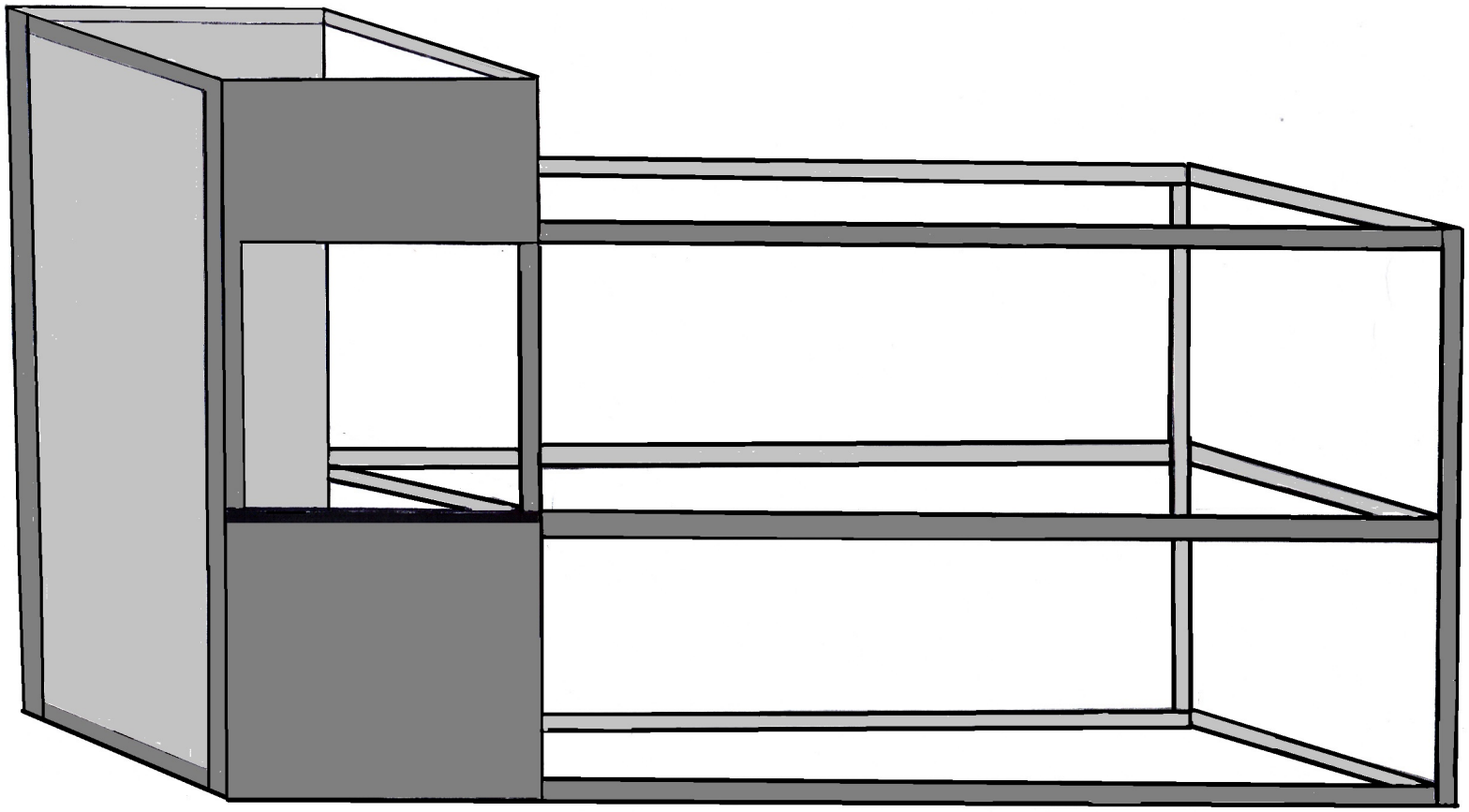


EXHIBIT B

BOOTH & RENTAL RACK



Current SOHA Surf Shop Location at Base of Blue Stairs – 2016

Looking North

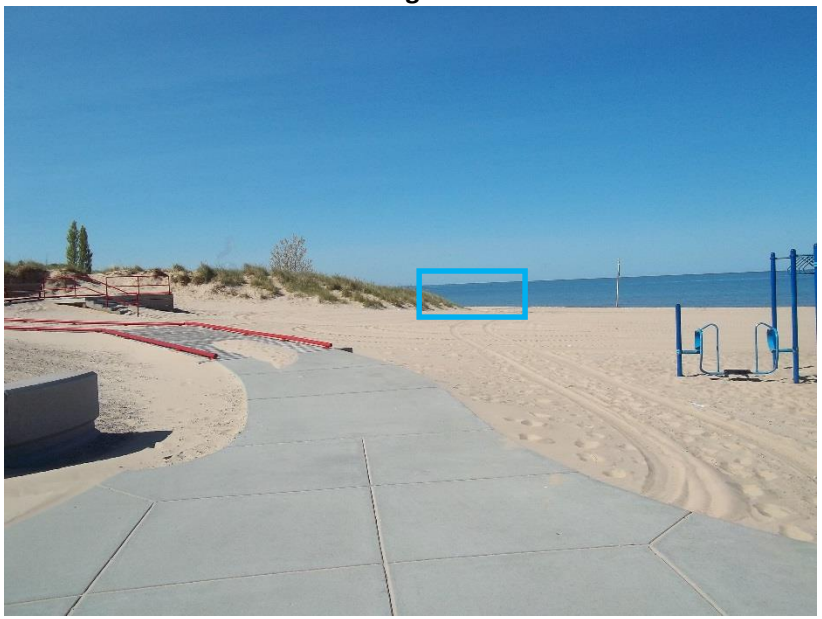
Looking South

Looking East

Beach Conditions from Blue Stairs looking North

SoHa
Paddleboard
& Single Kayak
1 Hour: $20
2 Hour: $30
4 Hour: $35
Tandem Kayak
1 Hour: $35
2 Hour: $50
4 Hour: $70
BOUNCE

Proposed Altenative #1 Location
Looking South



Looking West

Looking East

Looking South East

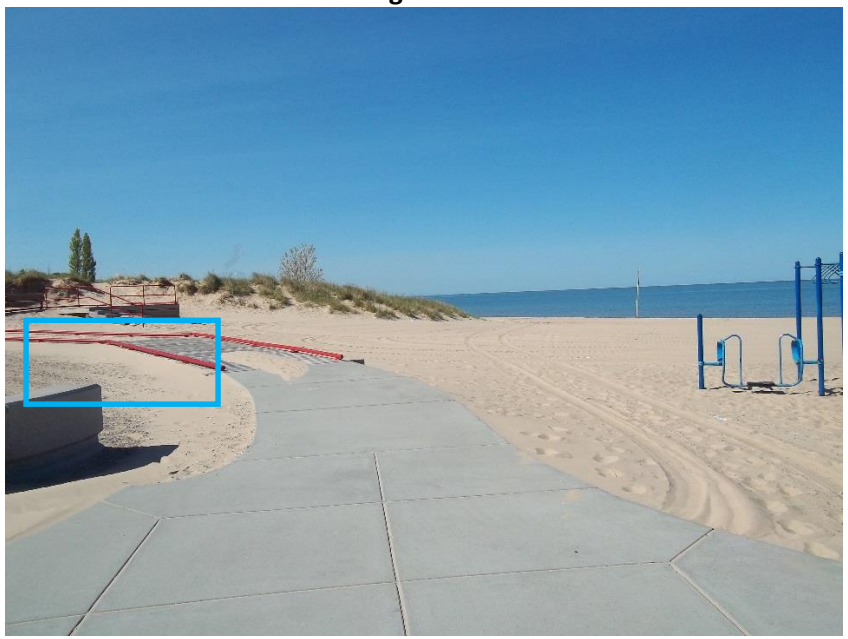
Proposed Alternative #2
Current Location (black) Alternative #2 (Blue)

Proposed Alternative Location #2 – Looking North

Proposed Alternative #3
Looking South

Looking Southeast

Looking Southwest



Looking Southeast

From:	chris campbell
To:	Brian Dissette
Subject:	Beach Rental Location
Date:	Tuesday, May 24, 2016 6:23:40 PM
Attachments:	20160524_161604.jpg image1 (1).JPG IMG_1558.JPG

Hello Brian,

As we are gearing up for this coming rental season, we are running into some problems with space on the beach. With the water levels so high this summer, there is not enough space directly on the beach below the blue stairs for our stand as well as visitors. I have attached some pictures displaying where our stand is currently located to show how little beach space is left due to high water.

After some discussion with city officials, we are requesting that city counsel look at approving another location for our rental stand to be located. We think that the best option is to move to south beach where there is more space to accommodate our stand and visitors.

--
Thanks,

Soha Surf Shop
518 Phoenix st.
South Haven, MI 49090
269-872-3044

RENTALS
SoHa
Surf Shop
RENTALS
Paddleboards &
Single Kayaks
1 HOUR $20
2 HOUR $35
4 HOUR $55
2 Person
Tandem Kayaks
1 HOUR $35
2 HOUR $50
4 HOUR $70
269-872-3044
Find Our Store
Downtown 518 Phoenix St.
SoHa
Paddleboard
& Single Kayaks
1 Hour: $20
2 Hour: $35
4 Hour: $55
Tandem Kayaks
1 Hour: $35
2 Hour: $50
4 Hour: $70
BOUNCE

SoHa
Surf Shop
Paddleboard
& Single Kayaks
1 Hour: $20
2 Hour: $35
4 Hour: $55
Tandem Kayaks
1 Hour: $35
2 Hour: $50
4 Hour: $70
BOUNCE