

City Council

Regular Meeting Agenda

Monday, August 15, 2016
7:00 p.m., Council Chambers



1. **Call to Order**
2. **Invocation – Linda Olsen – Director, WE CARE**
3. **Roll Call**
4. **Approval of Agenda**
5. **Consent Agenda: Items A through E (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 regular City Council minutes for August 1, 2016.
 - B. Council will be asked to approve invoices totaling \$1,915,868.83 for the period ending August 14, 2016 be approved and forwarded to the Clerk and Treasurer for payment.
 - C. Council will be asked to approve a proposal for Construction Engineering Services with Abonmarche of Benton Harbor, Michigan in an amount not to exceed 10% of the construction value (estimated to be \$1,118,034.74 for Contracts 1, 2A, and 3).
 - D. Council will be asked to approve the professional services proposal from Abonmarche for the Michigan DNR Funded Projects.
 - E. Council will be asked to approve the following meeting minutes:
 - 1) March 2, 2016 Downtown Development Authority minutes;
 - 2) March 17, 2016 Downtown Development Authority Special Meeting minutes;
 - 3) May 16, 2016 Brownfield Redevelopment Authority minutes;
 - 4) May 16, 2016 Local Development Finance Authority minutes;
 - 5) May 25, 2016 Housing Commission minutes
 - 6) June 27, 2016 Local Development Finance Authority Special 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.

NEW BUSINESS

6. **Council will be asked to consider the following appointments to the corresponding boards and commissions:**
 - A. **Lisa Bettis-Cooper to the Zoning Board of Appeals to fill a vacant term expiring in 2019 as an alternate.**
 - B. **Suzanne Loafman to the Planning Commission for a 3-year term.**

C. Mistelle Smith to Senior Services of Van Buren County for a 3-year term.

- 7. Council will be asked to approve Resolution 2016-76, a resolution approving the Transportation Alternatives Program grant for Blue Star Highway.**
- 8. Council will be asked to approve Resolution 2016-77, a resolution authorizing issuance of sanitary sewer system revenue bonds.**
- 9. Council will be requested to consider a License Agreement between the City of South Haven and Phillip D. Hogg and Peggy Murnigan.**
- 10. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda**
- 11. City Manager's Comments**
- 12. Mayor and Councilperson's Comments**
- 13. Adjourn**

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

South Haven City Hall is Barrier-free and the City of South Haven will provide the necessary reasonable auxiliary aids and services for persons with disabilities, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon seven (7) days notice to the South Haven City Clerk. Individuals with disabilities requiring services should contact the City Clerk by writing or calling South Haven City Hall at (269) 637-0750.

City Council

Regular Meeting Minutes

Monday, August 1, 2016
7:00 p.m., Council Chambers



1. **Call to Order by Mayor Burr at 7:00 p.m.**
2. **Invocation – Reverend Travis Wilson – Peace Lutheran Church**
3. **Roll Call:**

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

Absent: None

4. **Approval of Agenda**

Moved by Gruber, with amendments to Special Assessment Rolls and Special Event 2016-31, seconded by Arnold, to approve the agenda.

Voted Yes: All. Motion carried.

5. **Consent Agenda: Items A through C (Roll Call Vote Required)**

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

- A. Council will be asked to approve the regular City Council minutes for July 18, 2016.
- B. Council will be asked to approve invoices totaling \$2,224,678.20 for the period ending July 31, 2016 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve the following meeting minutes:
 - 1) May 23, 2016 Zoning Board of Appeals minutes;
 - 2) May 25, 2016 Liberty Hyde Bailey Museum minutes;
 - 3) June 2, 2016 Planning Commission minutes;
 - 4) June 27, 2016 Board of Public Utilities minutes;
 - 5) July 13, 2016 Construction Board of Appeals minutes.

A Roll Call Vote was taken:

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

Nays: None

Motion carried.

6. Council will be requested to take the following actions related to Special Assessment Rolls 2016-02 through 2016-08:

A. Hold a public hearing for each special assessment district to hear and consider objections to the proposed Special Assessment Rolls.

Moved by Smith, seconded by Klavins, to open a public hearing regarding the special assessment districts.

Voted Yes: All. Motion carried. Public hearing opened.

City Manager Brian Dissette began the public hearing by summarizing the proposed projects, as well as the steps taken to gain approval.

Karen Adler Fazel, 38 Lakeshore Drive, asked if there will be an additional sewer line on North Beach, and whether or not there will be further assessments. Dissette responded that no further assessments are planned.

Jerry Janicke, 1305 Monroe Boulevard, spoke against the sidewalk planned along Monroe Boulevard. Mr. Janicke is concerned that the sidewalk will diminish the "country feeling" of this area of Monroe Boulevard. Mr. Janicke also asked if it was necessary to place the sidewalk on the east side of the street. City Engineer Larry Halberstadt responded that because of grating constraints, Abonmarche believes that the proposed location of the sidewalk is most optimal.

Dissette and Councilmembers Clark Gruber and Scott Smith further emphasized the need for the sidewalk.

John Burhams, 36 Lakeshore Drive, had concerns about the fact that he was included in the special assessment district, but felt he would not receive benefit. Dissette explained that Mr. Burhams' property will indeed feed into the new lift station.

B. Approve resolutions 2016-69 through 2016-75 which confirm Special Assessment Rolls 2016-02 through 2016-08.

i. Resolution 2016-69: Indian Grove Lift Station and Force Main Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Smith, seconded by Arnold, to approve Resolution 2016-69, a resolution to approve the Indian Grove Lift Station and Force Main Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

ii. Resolution 2016-70: Monroe Boulevard Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Kozlik-Wall, seconded by Arnold, to approve Resolution 2016-70, a resolution to approve the Monroe Boulevard Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

iii. Resolution 2016-71: Dunkley Avenue Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Gruber, seconded by Kozlik-Wall, to approve Resolution 2016-71, a resolution to approve the Dunkley Avenue Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

iv. Resolution 2016-72: Black River Street Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Kozlik-Wall, seconded by Arnold, to approve Resolution 2016-72, a resolution to approve the Black River Street Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

v. Resolution 2016-73: Black River Street Lift Station and Force Main Construction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Arnold, seconded by Kozlik-Wall, to approve Resolution 2016-73, a resolution to approve the Black River Street Lift Station and Force Main Construction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

vi. Resolution 2016-74: North Shore Drive Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Klavins, seconded by Arnold, to approve Resolution 2016-74, a resolution to approve the North Shore Drive Reconstruction Project; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

vii. Resolution 2016-75: Kalamazoo Street Reconstruction Project, Phase 4; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Moved by Arnold, seconded by Smith, to approve Resolution 2016-75, a resolution to approve the Kalamazoo Street Reconstruction Project, Phase 4; Confirmation of Special Assessment Roll; Lien; Payment and Collection of Special Assessment.

Voted Yes: All. Motion carried.

NEW BUSINESS

7. Council will be asked to approve the following special events:

A. Special Event Application 2016-31: Break the Ice 5K and Frosty Dash 2017 to be held on February 4, 2017 in downtown South Haven from the corner of Eagle Street and Kalamazoo Street to Water Street from 8:00 a.m. to 12:00 p.m.

Lindsey Haqq described the event, and explained that it supports the South Haven Cross Country team. Ms. Hock also explained that the route change was due to construction.

Moved by Smith, seconded by Arnold, to approve Special Event 2016-31 – Break the Ice 5K and Frosty Dash 2017 to be held on February 4, 2017 in downtown South Haven from the corner of Eagle Street and Kalamazoo to Water Street from 8:00 a.m. to 12:00 p.m.

Voted Yes: All. Motion carried.

B. Special Event Application 2016-32: Ice Breaker 2017 to be held from February 3, 2017 at 5:00 p.m. to February 5, 2017 at 3:00 p.m. in various locations in the central business district.

Susan Diepen of the South Haven Area Chamber of Commerce gave a brief description of the event.

Moved by Kozlik-Wall, seconded by Klavins, to approve Special Event 2016-32 – Ice Breaker 2017 to be held from February 3, 2017 at 5:00 p.m. to February 5, 2017 at 3:00 p.m. in various locations in the central business district.

Voted Yes: All. Motion carried.

C. Special Event Application 2016-33: South Beach Triathlon 2016 to be held on August 27, 2016 from 7:30 a.m. to 11:30 a.m. in the South Beach parking lot and throughout various locations outlined on the attached map.

Dissette gave a brief description of the event.

Moved by Gruber, seconded by Kozlik-Wall, to approve Special Event 2016-33 – South Beach Triathlon 2016 to be held on August 27, 2016 from 7:30 a.m. to 11:30 a.m. in the South Beach parking lot and throughout various locations outlined on the attached map.

Voted Yes: All. Motion carried.

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

Rosa Plechaty spoke on behalf of the South Haven Blueberry Festival's board of directors. Ms. Plechaty thanked the City Manager and staff, as well as the community as a whole, for their support of the event. Ms. Plechaty also explained the new parking and transportation plans, among other details, for this year's event.

James Leppa, 263 Cherry Street, expressed concerns with the proposed pub crawl to be included in the Ice Breaker event. Mr. Leppa is worried about intoxicated individuals vandalizing the ice sculptures along the sidewalks. Councilmember Vickiy Kozlik-Wall explained that there is an increased police presence during the pub crawl. Dissette emphasized that those responsible for previous vandalism have been arrested and prosecuted.

9. City Manager's Comments

City Manager Dissette followed up on his response to Mr. Leppa by informing the Council that a formal apology letter was coming for the damage caused to the ice sculptures during the 2016 Ice Breaker event. Dissette also briefly introduced the City's newest staff members.

10. Mayor and Councilperson's Comments

Councilmember Andy Klavins voiced his support for the Blueberry Festival.

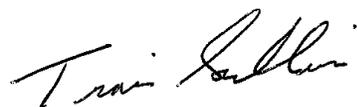
Councilmember Scott Smith explained the importance of the upcoming construction projects.

Councilmember Jeff Arnold reemphasized that the police are enforcing laws related to drinking and intoxication during the Ice Breaker event.

Councilmember Steve Schlack took a moment to recognize a local meat processing business, Bob's Processing, for receiving a 2016 Achievement Award for Leadership and Service.

11. Adjourned at 7:54 p.m.

RESPECTFULLY SUBMITTED,



Travis Sullivan
City Clerk

**CITY OF SOUTH HAVEN
AUGUST 15, 2016**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 23,028.33	\$ 139,636.67	\$ 162,665.00
202-MAJOR STREET FUND	\$ 50.00	\$ -	\$ 50.00
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 263.56	\$ 135,411.89	\$ 135,675.45
226-GARBAGE/REFUSE FUND	\$ -	\$ 35,332.84	\$ 35,332.84
250-DOWNTOWN DEVELOPMENT	\$ 13.66	\$ 6,336.44	\$ 6,350.10
251-LDFA #1	\$ 5,141.84	\$ 4,279.00	\$ 9,420.84
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ 20,778.36	\$ 20,778.36
265-NARCOTICS UNIT	\$ 496.85	\$ 1,344.90	\$ 1,841.75
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	\$ -	\$ 5,000.00	\$ 5,000.00
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
498-BUILDINGS/ADDITIONS IMPR	\$ -	\$ 4,000.00	\$ 4,000.00
545-BLACK RIVER PARK	\$ -	\$ 12,961.59	\$ 12,961.59
577-BEACH FUND	\$ 170.63	\$ 279.50	\$ 450.13
582-ELECTRIC FUND	\$ 6,091.39	\$ 71,867.70	\$ 77,959.09
591-WATER FUND	\$ 38,810.98	\$ 43,416.33	\$ 82,227.31
592-SEWER FUND	\$ 51,932.57	\$ 423,103.99	\$ 475,036.56
594-MUNICIPAL MARINA	\$ 3,603.00	\$ 26,863.43	\$ 30,466.43
636-INFORMATION SERVICES	\$ 590.27	\$ 11,412.63	\$ 12,002.90
661-MOTOR POOL	\$ 3,777.35	\$ 6,435.01	\$ 10,212.36
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 833,188.12	\$ -	\$ 833,188.12
718-TRUST & AGENCY	\$ -	\$ 250.00	\$ 250.00
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 967,158.55	\$ 948,710.28	\$ 1,915,868.83

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
08/05/2016	1	55044	000059	ALLEGAN COUNTY TREASURER	PROPERTY TAX COLLECTIONS	2,347.49
08/05/2016	1	55045	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720	29.68
08/05/2016	1	55046	UB REFUND	BAUM, MELINDA J	UB refund for account: 10979501	573.40
08/05/2016	1	55047	000471	CITY PLUMBING & HEATING CO	PREVENTIVE MAINTENANCE - CITY HALL	251.00
					PREVENTIVE MAINTENANCE - CITY HALL	305.00
						<u>556.00</u>
08/05/2016	1	55048	000498	COMCAST	INTERNET SERVICE 01720 188884-01-4	59.70
08/05/2016	1	55049	000502	COMMUNITY ANSWERING SERVICE	ANSWERING SERVICES	720.95
08/05/2016	1	55050	000519	CONSUMERS ENERGY	ELECTRIC 1000 1414 0337	93.83
					ELECTRIC 1000 1414 0568	41.81
					ELECTRIC 1000 1414 0840	37.57
						<u>173.21</u>
08/05/2016	1	55051	000540	COTTAGE HOME	ELECTRIC REBATE - 99 CHICAGO DR	306.11
08/05/2016	1	55052	000656	JACK DOHENY COMPANIES, INC.	PARTS	2,336.74
08/05/2016	1	55053	UB REFUND	DWYER, CEDRICK	UB refund for account: 11236502	387.11
08/05/2016	1	55054	003308	ELECTRICAL MAINTENANCE & CONST	REPLACE EXIT/EM LIGHTS	3,304.84
08/05/2016	1	55055	003442	FSLI/EYEMED	INSURANCE - AUGUST 2016	723.36
08/05/2016	1	55056	000780	FILBRANDT FUNERAL HOME	REFUND DUPLICATE PAYMENT	391.80
08/05/2016	1	55057	000843	FRONTIER COMMUNICATIONS	TELEPHONE 269-637-3649-041905-5	49.41
					TELEPHONE 269-637-7926-011395-5	35.88
						<u>85.29</u>
08/05/2016	1	55058	000902	GOLDEN BROWN BAKERY INC	DONUTS	57.40
08/05/2016	1	55059	000963	GRP ENGINEERING INC	ENGINEERING SERVICES	621.62
08/05/2016	1	55060	001186	JENSEN'S EXCAVATING INC	REPLACE STORM PIPE - 220 AYLWORTH	1,837.00
08/05/2016	1	55061	UB REFUND	JONES, WALTRAUD	UB refund for account: 10450015	158.51
08/05/2016	1	55062	001288	KONE INC	ELEVATOR MAINTENANCE	287.19
08/05/2016	1	55063	003222	KSS ENTERPRISES	SUPPLIES	139.71
08/05/2016	1	55064	001329	LAKE MICHIGAN COLLEGE	PROPERTY TAX COLLECTIONS	49,681.81
08/05/2016	1	55065	001331	LAKE MICHIGAN MAILERS	MAILING FEES C-378	10,000.00
08/05/2016	1	55066	001343	LAKESHORE PAINT & ARTWORKS	PARKS SUPPLIES	180.65
08/05/2016	1	55067	001373	LAWN BOYS INC	LAWNCARE	3,489.00
					LAWNCARE	1,609.00
						<u>5,098.00</u>
08/05/2016	1	55068	001412	LITTLE OSCAR'S SCREEN PRINTS	UNIFORMS	36.00
08/05/2016	1	55069	MISC	M. L. CHARTER	REFUND HYDRANT DEPOSIT	500.00
08/05/2016	1	55070	UB REFUND	MALEK, SANDRA L	UB refund for account: 40437023	201.77
08/05/2016	1	55071	001491	TOM MARTIN	CONSULTATION CONTRACT	3,750.00
08/05/2016	1	55072	001544	MENARDS	MAINTENANCE SUPPLIES	263.56
					MAINTENANCE SUPPLIES	496.85
					MAINTENANCE SUPPLIES	71.00
					MAINTENANCE SUPPLIES	17.58
					MAINTENANCE SUPPLIES	202.95
					MAINTENANCE SUPPLIES	116.00
					MAINTENANCE SUPPLIES	111.54
					MAINTENANCE SUPPLIES	26.99
					MAINTENANCE SUPPLIES	63.30
					MAINTENANCE SUPPLIES	75.92

08/10/2016 11:19 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 08/02/2016 - 08/10/2016

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/05/2016	1	55095	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	67.49
					MAINTENANCE SUPPLIES	31.49
					MAINTENANCE SUPPLIES	19.33
						<hr/> 118.31
08/05/2016	1	55096	000468	CITY OF SOUTH HAVEN-PETTY CASH	PETTY CASH REIMB	<hr/> 596.13

1 TOTALS:

Total of 53 Disbursements:

967,158.55

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
08/15/2016	1	55097	003050	7TH DISTRICT COURT	TICKET BOOKS	136.50
08/15/2016	1	55098	000014	ABONMARCHE CONSULTANTS INC	LAKE VIEW CEMETERY IMPROVEMENTS - PHASE DEMOLITION FOR OVERTON FACTORY PROJECT 1 SAW GRANT ASSET MANAGEMENT PLANS NORTH SHORE DRIVE INDIAN GROVE LIFT STATION & MONROE BLVD NORTH BEACH PARK IMPROVEMENTS MAIN PUMP STATION CONSOLIDATION BLACK RIVER STREET SEWER	4,000.00 474.79 1,875.00 75,918.00 10,237.00 5,000.00 390,194.25 110,334.00 <u>598,033.04</u>
08/15/2016	1	55099	000050	ALEXANDER CHEMICAL CORP	CHEMICALS CHLORINE	2,892.91 1,469.00 <u>4,361.91</u>
08/15/2016	1	55100	000058	ALLEGAN COUNTY SHERIFF'S OFFIC	FIREWORKS RESERVE DEPUTIES COVERAGE FIREWORKS CERTIFIED DEPUTIES COVERAGE	1,560.00 774.40 <u>2,334.40</u>
08/15/2016	1	55101	000134	APPLIED SPECIALTIES INC	AS-4070	12,928.20
08/15/2016	1	55102	003304	APPRAISALS PLUS GROUP, INC.	ASSESSING SERVICES	3,712.50
08/15/2016	1	55103	000229	BEAVER RESEARCH COMPANY	SUPPLIES	132.14
08/15/2016	1	55104	003468	BIOTECH AGRONOMICS	BIOSOLIDS HAULING SERVICES	10,860.00
08/15/2016	1	55105	000285	BLOOMINGDALE COMMUNICATIONS	BCI BUSINESS INTERNET	3,223.14
08/15/2016	1	55106	003422	NATHAN BROUSSEAU	LAND SPLIT FEE	100.00
08/15/2016	1	55107	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	634.28
08/15/2016	1	55108	UB REFUND	CAMPBELL, MARIO J	UB refund for account: 11223005	279.40
08/15/2016	1	55109	000406	CASCO COMMUNITY BAND	RIVERFRONT CONCERT SERIES	250.00
08/15/2016	1	55110	000418	CDW GOVERNMENT INC	TONER HP LASERJET PRINTERS	157.16 1,078.10 <u>1,235.26</u>
08/15/2016	1	55111	000430	CENTURY LINK	LONG DISTANCE LONG DISTANCE	7.79 87.53 <u>95.32</u>
08/15/2016	1	55112	000453	CHIEF SUPPLY CORP	UNIFORMS	339.91
08/15/2016	1	55113	000502	COMMUNITY ANSWERING SERVICE	ANSWERING SERVICES	523.05
08/15/2016	1	55114	000505	COMPTON INC	REPLACE CONCRETE UNDER BLEACHERS - ELKEN WATER & SEWER TAP - 442 PARK AVE CRANE RENTAL	9,366.00 5,108.00 600.00 <u>15,074.00</u>
08/15/2016	1	55115	003378	CULLIGAN WATER OF ALLEGAN	BOTTLED WATER	53.00
08/15/2016	1	55116	000570	CUMMINS BRIDGEWAY, LLC	ANNUAL GENERATOR MAINTENANCE	3,802.53
08/15/2016	1	55117	UB REFUND	CUNNINGHAM, CHARLOTTE	UB refund for account: 11178005	397.08
08/15/2016	1	55118	000622	DELL MARKETING L P	LATITUDE E6540 LATITUDE E7470 DOCKING STATION	1,854.46 2,132.63 550.39

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						4,537.48
08/15/2016	1	55119	000637	DICKINSON WRIGHT	LEGAL SERVICES	7,884.00
08/15/2016	1	55120	000660	DOMESTIC LINEN-KALAMAZOO	CITY HALL RENTALS DPW RENTALS	248.00 885.45
						1,133.45
08/15/2016	1	55121	003398	ECO DEMOLITION, INC.	229 ELKENBURG DEMOLITION	20,778.36
08/15/2016	1	55122	000716	EJ USA INC	SUPPLIES	210.90
08/15/2016	1	55123	000718	ELECSYS INTERNATIONAL CORP	MONTHLY MAINTENANCE	267.00
08/15/2016	1	55124	003120	ELITE K-9 INC	K-9 SUPPLIES	1,344.90
08/15/2016	1	55125	000834	FREDRICKSON SUPPLY LLC	SUPPLIES PART	1,264.17 632.28
						1,896.45
08/15/2016	1	55126	000843	FRONTIER COMMUNICATIONS	TELEPHONE 231-197-0043-051713-5	66.45
08/15/2016	1	55127	000847	FUEL MANAGEMENT SYSTEM	FUEL	4,122.95
08/15/2016	1	55128	000872	GEMPLER'S	SUPPLIES SUPPLIES	59.00 253.60
						312.60
08/15/2016	1	55129	000959	KYLE GRIFFITH	MEAL REIMBURSEMENT	22.81
08/15/2016	1	55130	000994	HAPA LLC	MARINA & BLACK RIVER PARK OPERATIONS EXP MARINA & BLACK RIVER PARK OPERATIONS EXP MARINA MANAGER BLACK RIVER PARK MANAGEMENT FEE	10,906.82 11,382.67 5,721.44 500.00
						28,510.93
08/15/2016	1	55131	001046	HERALD PALLADIUM	ADVERTISING & PUBLISHING	23,393.86
08/15/2016	1	55132	001141	INDIANA MICHIGAN POWER	COVERT ELECTRIC 044-832-292-1-9 COVERT ELECTRIC 040-008-013-1-8	35.06 26.12
						61.18
08/15/2016	1	55133	001271	K-JAM SUPPLY INC	SUPPLIES	127.00
08/15/2016	1	55134	001248	KENNEDY INDUSTRIES INC	FLYGT PUMP	11,330.00
08/15/2016	1	55135	001467	MARK A MANNING	ATTORNEY SERVICES	16,880.00
08/15/2016	1	55136	001544	MENARDS	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	165.30 16.68 24.99 127.71 17.88
						352.56
08/15/2016	1	55137	001607	MICHIGAN ELECTRIC COOPERATIVE	QUARTERLY DUES ENERGY OPTIMIZATION PROGRAM	1,875.00 22,911.49
						24,786.49
08/15/2016	1	55138	003153	ROBERT MILLER JR	CONSULTATION CONTRACT - JULY	1,300.00
08/15/2016	1	55139	001704	MISS DIG SYSTEM INC	1ST POSITIVE RESPONSE CODE	369.00
08/15/2016	1	55140	003353	MLIVE MEDIA GROUP	EMPLOYMENT ADVERTISING	3,311.00
08/15/2016	1	55141	UB REFUND	MORRISON, JOHNNY M	UB refund for account: 20603012	182.55

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/15/2016	1	55142	001766	MUZZALL GRAPHICS	BUSINESS CARDS CITY LETTERHEAD	150.35 727.44 <hr/> 877.79
08/15/2016	1	55143	001853	NORTHERN FIRST AID	FIRST AID SUPPLIES - CITY HALL	110.18
08/15/2016	1	55144	001866	NYE UNIFORM COMPANY	SGT STRIPES	75.35
08/15/2016	1	55145	UB REFUND	O SULLIVAN BUILDERS	UB refund for account: 15145000	42.91
08/15/2016	1	55146	001893	OLSON BROTHERS CONTRACTORS	REPAIR/RETROFIT DOORS - 220 AYLWORTH	4,279.00
08/15/2016	1	55147	001948	PAT'S PRONTO PRINT	BEACH PARKING PERMITS	144.08
08/15/2016	1	55148	002009	POLYDYNE INC	CLARIFLOC	2,070.00
08/15/2016	1	55149	002020	POWER LINE SUPPLY CO	TRANSFORMER PADMOUNT MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES SWEATSHIRT SHIRTS SWEATSHIRT SWEATSHIRT SWEATSHIRT SWEATSHIRT MAINTENANCE SUPPLIES	30,998.48 72.12 71.04 470.00 2,135.99 488.26 849.09 108.00 60.90 105.00 108.00 105.00 105.00 105.00 105.00 195.10 <hr/> 35,976.98
08/15/2016	1	55150	002033	PRI MAR PETROLEUM INC	CARS WASHED	10.00
08/15/2016	1	55151	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-1033150 DISPOSAL SERVICES 3-0646-1079813 DISPOSAL SERVICES 3-0646-1079814 DISPOSAL SERVICES 3-0646-9546005	124.01 3,363.76 247.66 32,881.49 <hr/> 36,616.92
08/15/2016	1	55152	002155	RIDGE AND KRAMER AUTO PARTS	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	129.21 19.35 41.95 197.94 47.23 <hr/> 435.68
08/15/2016	1	55153	002603	RJ THOMAS MFG CO INC	BENCHES	2,820.00
08/15/2016	1	55154	003143	ROLAND ELECTRIC LLC	INSTALL CABLE IN PEDESTAL - MARINA	488.53
08/15/2016	1	55155	002203	RS TECHNICAL SERVICES, INC	SUPPLIES	48.43
08/15/2016	1	55156	002267	SECANT TECHNOLOGIES	MONTHLY MANAGEMENT FEE REACTIVE SUPPORT	4,307.50 195.75 <hr/> 4,503.25
08/15/2016	1	55157	002268	SECURALARM SYSTEMS INC	CARDS & TAGS	120.00
08/15/2016	1	55158	MISC	SEPTIC TANK SYSTEMS CO., INC.	PORTABLE RESTROOM RENTAL	85.00
08/15/2016	1	55159	002386	SOUTH HAVEN AREA CHAMBER	FARM MARKET COSTS	217.99
08/15/2016	1	55160	002390	SOUTH HAVEN CENTER FOR THE ART	SHCA SCULPTURE PROGRAM	5,000.00
08/15/2016	1	55161	002415	SOUTH HAVEN PUBLIC SCHOOLS	MIDNIGHT BASKETBALL	525.00

08/10/2016 11:47 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 08/15/2016 - 08/15/2016

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					REPAIRS	866.13
					REPAIRS	958.35
					REPAIRS	433.21
					REPAIRS	97.12
					REPAIRS	630.37
						<u>3,486.50</u>

1 TOTALS:

Total of 77 Disbursements:

948,710.28



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
Bill Hunter, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: August 15, 2016

RE: Construction Engineering Services for SRF Projects

Background Information

At their June 6, 2016 regular meeting, Council received a presentation from Abonmarche on Capital Improvements scheduled for the 2016-17 Fiscal Year. A copy of the presentation is available on the City website at the following link: http://south-haven.com/pages/misc/06032016/SH_Capital_Improvements_Presentation_6-6-2016_CC.pdf.

The Capital Improvements include the following major projects:

- North Shore Drive Reconstruction from Dyckman Avenue to Baseline Road
- Monroe Boulevard Reconstruction from south City Limits to Aylworth Avenue
- Indian Grove Lift Station Reconstruction
- Kalamazoo Street, Phase 4 Reconstruction from Lovejoy Street to Aylworth Avenue
- Black River Street Reconstruction from Dyckman Avenue to Wells Street
- Dunkley Avenue Reconstruction from north of Dyckman Avenue to the WWTP
- Relocation of the Main Lift Station, Wells Lift Station, and Rehabilitation of the WWTP Headworks Building

These projects were selected as part of an application for a low interest loan through the State Revolving Fund (Michigan Water Pollution Control Revolving Fund). This program provides funding for replacement and rehabilitation of wastewater collection and treatment infrastructure. The infrastructure must meet certain defined criteria to qualify for funding. The City has worked closely with Abonmarche over the past four years to identify sewer projects that qualify for funding.

Once the sewer projects were identified, staff worked with Abonmarche to prioritize the projects and to identify other infrastructure needs for each project area. Many of the projects identified also require full pavement reconstruction, sidewalk construction or replacement, water main improvements, and storm sewer improvements.

At their July 18, 2016 regular meeting, Council passed resolution 2016-68, tentatively awarding five contracts for the work noted above. The total amount of the bids is \$17,676,059.60. Financing for the projects will come from the SRF loan and other General Obligation Bonds to be

Memorandum

August 15, 2016

Construction Engineering Services for SRF Projects

Page 2 of 3

issued on behalf of the City. The City is receiving favorable financing terms for the SRF loan. The amount of the SRF loan will be \$13,290,000 with a 30 year term at 2.75% interest. In addition, it will include \$500,000 of principal forgiveness due to South Haven being a low to moderate income community.

At their August 1, 2016 regular meeting, Council completed the special assessment process for seven separate districts related to the projects noted above. The special assessments will be used to offset a portion of the construction costs for water main, sewer main, pump station, and sidewalk construction. As approved by Council, the special assessment districts would collect \$840,088.49 to offset 4.78% of the total project cost.

Construction Engineering Services

The projects described above together constitute the largest project undertaken by the City since the construction of the new Water Filtration Plant. In addition, they will directly impact several hundred parcels and indirectly impact many more during construction. As a result, it is critical to have numerous people available to answer questions and meet with impacted property owners as needed. The City Manager, DPW Director, and City Engineer will all be directly involved in this process. However, additional assistance from the design engineer will be helpful in ensuring that we can adequately serve the impact property owners.

Construction Engineering Services for the projects described above will be provided as follows:

Services for Contracts 1, 2A, and 3 will be provided by Abonmarche with assistance from Midwest Civil Engineers and SME. These contracts include North Shore Drive, Monroe Boulevard, Black River Street, and Dunkley Avenue. Work on Black River Street is anticipated to commence in fall of 2017. Schedule permitting, City Staff may be available to perform some services for that project.

Services for Contract 2B will be provided by City Staff. This contract is for Kalamazoo Street, Phase 4 from Lovejoy to Aylworth.

Services for Contract 4 will be provided by Hubbell, Roth & Clark, Inc. (HRC). This contract includes all work on the grounds of the wastewater treatment plant.

Abonmarche will also ensure that documentation required by the Michigan Department of Environmental Quality (MDEQ) is being provided for all five contracts.

Recommendation

Council should be requested to approve a proposal for Construction Engineering Services with Abonmarche of Benton Harbor, Michigan in an amount not to exceed 10% of the construction value (estimated to be \$1,118,034.74 for Contracts 1, 2A, and 3).

Council should be requested to approve a proposal for Construction Engineering Services with Hubbell, Roth & Clark, Inc. of Grand Rapids, Michigan in the amount of \$480,000.00.

Memorandum

August 15, 2016

Construction Engineering Services for SRF Projects

Page 3 of 3

Attachments

Abonmarche Proposal for Construction Engineering Services

Hubbell, Roth & Clark, Inc. Proposal for Construction Engineering Services

Links to Construction Drawings

http://south-haven.com/pages/bids_rfps.html

August 4, 2016

Mr. Larry Halberstadt, PE
City of South Haven
1199 8th Avenue
South Haven, MI 49090

RE: Proposal for Construction Engineering Services
State Revolving Loan Fund Projects

Dear Mr. Halberstadt:

Abonmarche is pleased to present this proposal for for Construction Engineering Services related to the State Revolving Loan Fund (SRF) sewer system projects. After completion of numerous city and SRF construction projects, we are familiar with the construction administration efforts needed to successfully complete these projects. The following will detail our understanding of the projects, scope of services and fees.

Our previously executed agreement did not include construction phase services. As we have now completed final design and bidding, we hereby request approval to proceed with construction services as identified below.

SRF PROJECTS – CONSTRUCTION PHASE

As during the design phase, we expect that the City will work with HRC for the Main Lift Station construction. We will utilize SME for geotechnical engineering as needed during the complicated underground construction related to the utilities on the Dunkley/Black River Street project. We also expect to utilize the services of local engineering/surveying firm, Midwest Engineering Consultants, as needed when construction commences.

The following tasks are anticipated for the construction phase of the SRF projects scheduled to start this fall:

1. Compiling contract documents and related DEQ required elements for execution by the city and contractor.
2. Preparation of Final AJEs for each project based upon bid prices and submittal to DEQ for approval.
3. Coordination of DEQ requirements for all of the contracts.

4. Consideration of Value Engineering modifications.
5. Coordination of and attendance at individual project preconstruction meetings with city staff, the contractor, and utility companies. This will include preparation of the meeting agenda, running the meeting, and distribution of meeting minutes.
6. Preparation/review of a follow-up Public Notice and Frequently Asked Questions document for distribution to city residents, including necessary maps and attachments. This would include specific construction-related issues to address.
7. Attendance at public open houses for each project with city staff to discuss the project with the neighborhoods and interested residents similar in format to the design and Special Assessment Open Houses previously conducted, if desired by the city.
8. Completion of preconstruction photos and videos to document existing conditions.
9. Attendance at weekly "tailgate talks" with the city, contractor, and interested residents on a day of the week to be determined for each Contract.
10. Construction Administration – field engineering, review of shop drawings, preparation of work orders and contract modifications, review and certification of contractor pay estimates and tracking resident concerns.
11. Full-time inspection and testing per MDEQ and city requirements for underground work, and daily full-time inspection as needed for surface work. This will include daily report of observations, distribution of door hangers for utility shutoffs, traffic advisories and special notifications, compiling and tracking pay items, documenting weather days, record drawing measurements, and testing reports. This allows us to address resident concerns in a very timely manner and inform the city of them as soon as possible.
12. Stormwater Management and soil erosion and Sedimentation Control inspections.
13. Monitoring possible soil settlement on Black River Street and Dunkley Avenue before and during construction.
14. Preparation of grading permits that are determined to be necessary during construction.
15. Construction staking as necessary for roadway and utility construction items. Our Survey Department prioritizes construction staking on their schedule to ensure that construction progress can be maintained without delays.



16. Weekly construction progress meetings with the contractor and city staff to discuss progress, upcoming work, issues, action items, budgetary items, and resident concerns. Meeting agendas and minutes will be prepared and distributed to attendees and appropriate stake holders.
17. Work with City staff to develop weekly communication to be made available to property owners and persons affected by the project to update them on work completed to date and upcoming work they will see happening to ensure effective communication and expectation management with affected persons and property owners.
18. Attendance at City Council meetings for project updates, as necessary.
19. Conducting a final walk-through/inspection at the close of the project, and generating a punch list. The projects will be overseen until they have been closed out between the city and the contractor.
20. Preparation of record drawings per city requirements. These include specific dimensions to underground improvements based upon the as-built construction. The draft record drawings will be provided to city staff for review. When they are approved, we will provide the city with electronic files in AutoCAD and PDF format for easy integration into the GIS system.

Our construction phase services outlined above are limited to the construction projects planned for 2016-18 – Monroe Boulevard, Indian Grove Lift Station, Black River Street/Dunkley Avenue, and North Shore Drive. It is expected that Kalamazoo Street Phase 4 will be addressed by city staff and the WWTP/Main Lift Station will be handled by HRC. We will help to coordinate DEQ-required documentation for all of the Contracts as described above. Our fees for the services will be on a time and materials basis not to exceed 10% of construction value. Additional construction inspection and administration may be addressed by city staff and will not be included in our fees.

We would be very happy to meet with you to review this in detail and answer any questions or provide more detail if needed. Please let me know if you have any questions or comments.

Your signature in the space provided below will serve as authorization to proceed as outlined above.



Sincerely,
ABONMARCHE



Christopher J. Cook, PE
President/CEO

cc:	Brian Disette	City of South Haven
	Daniel A. Dombos, PE	Abonmarche
	Timothy R. Drews, P.E.	Abonmarche
	Corey A. Kandow, PE	Abonmarche
	Jason W. Marquardt, PE	Abonmarche
	Tony C. McGhee	Abonmarche

APPROVED BY:

DATE:





PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan

ASSOCIATES

Jonathan E. Booth
Marvin A. Olane
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Donna M. Martin
Charles E. Hart
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
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Thomas G. Maxwell
Todd J. Sneathen
Aaron A. Uranga

HUBBELL, ROTH & CLARK, INC.

OFFICE: 801 Broadway NW, Suite 215
Grand Rapids, MI 49504
PHONE: 616.454.4286
FAX: 616.454.4278
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

August 8, 2016

City of South Haven
1199 8th Avenue
South Haven, MI 49090

Attn: Mr. Laurence Halberstadt, P.E., City Engineer

Re: WWTP Pump Station
Construction Phase Engineering Services Proposal HRC Job No. 20150899

Dear Mr. Halberstadt:

We understand that the City has awarded the Contract for the above project to Davis Construction, contingent on receipt of SRF funds, in accordance with the recommendations of the bid results received on July 11, 2016. It is important that we establish a basis of Construction Phase Engineering Services now in order to cover the office and field engineering services required for this project according to the SRF guidelines.

In order to assist the City with this project, we propose the following scope of services

SCOPE OF SERVICES

CONSTRUCTION PHASE

1. HRC's services during construction will include office services for review of submittals and manufacturer equipment manuals, processing of pay requests, RFI's, issuing RFQ's and Change Orders, and other construction related documents.
2. HRC will attend and document a pre-construction conference and periodic on-site construction progress meetings throughout the construction period. The construction period is assumed to span a period of 18 months of active construction including the startup/work-in period.
3. We have assumed an on-site allowance of 44 weeks (full time) and approximately 34 weeks for part-time on-site construction observation beyond our attendance at Progress Meetings (assumed over the 78-week construction period) is included within our proposed fee for construction phase services. We anticipate that this on-site observation would be by our Resident Project Representative and may also be performed in conjunction with your on-site staff during the latter phases of the project (depending on their availability).
4. Startup Services will be provided to witness the operation of the equipment and also to be present during manufacturer's startup operational checklists and owner instructions.
5. The WWTP Operation and Maintenance Manual will likely need to be updated to incorporate the new pumping, screening, grit equipment, new digester mixing (under a separately bid project) and controls. We have included time to revise the recently completed O&M Manual as part of this proposal.

FEE

For the scope of services outlined above, we propose the following fees:

Tasks 1&2 (CE 18 months)	\$188,000.
Task 3 (Construction RPR 18 months)	\$265,000.
Task 4 Startup Assistance 2017	\$15,000.
Task 5 O&M Manual Revisions	\$12,000.

These services will be invoiced on the basis of our hourly rates plus reimbursable expenses. The maximum amount for this project will not be exceeded without the prior authorization of the City of South Haven. Our Standard Terms and Conditions are attached and considered an integral part of this proposal. If the proposed fee and terms are agreeable, please sign and return a copy of this letter, which will serve as our formal authorization to proceed with this work.

ASSUMPTIONS AND WORK NOT COVERED UNDER THIS PROPOSAL

- Soil, Concrete or other Quality Control testing services. These are to be paid for by the Owner per the specifications and we understand that the City (or Abonmarche) already has SME under contract to provide these services for other projects currently underway. It would make sense for the City to continue contracting these services through them. We can coordinate the arrangements or assist with a separate procurement if that is desirable.
- Schedule extension beyond the anticipated timeframe.
- Extensive re-design or changes to accommodate unforeseen or new requirements from MDEQ or other regulatory agencies beyond our control.

SCHEDULE

This project is assumed to cover the period during which the contractor, Davis Construction, will be actively performing the construction work. Assuming a preconstruction meeting in late August and receipt of SRF funds by the week of September 19, 2016, a formal project start by then is possible. In accordance with the Contract requirements and assuming that a Notice to Proceed is issued by September 19, 2016, the Contractor is required to have the work completed on or before mid-March, 2018.

We greatly appreciate this opportunity to be of continued service to the City of South Haven. Please feel free to call if you have any questions or would like to discuss any details of this proposal.

Sincerely,

HUBBELL, ROTH & CLARK, INC.



Keith D. McCormack, P.E.
Vice President



Dennis J. Benoit, P.E.
Senior Associate

DJB/djb
Attachments

ec: South Haven – B. Dissette, B. Hunter, D. Mulac
HRC – File

PROPOSAL ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

Hubbell, Roth & Clark, Inc. (HRC) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, HRC will have access to the site for activities necessary for the performance of the services. HRC will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and HRC shall be submitted to non-binding mediation. Client and HRC agree to include a similar mediation agreement with all contracts, subcontractors, subconsultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for HRC's services shall be submitted, at HRC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, HRC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

HRC represents and warrants that it and its staff are protected by worker's compensation insurance and the HRC has coverage under public liability and property damage insurance policies which HRC deems to be adequate. Certificates for such policies are available upon request. Within the limits and conditions of such insurance, HRC agrees to indemnify and hold the Client harmless from and against loss, damage, or liability arising from negligent acts by HRC, its agents and staff.

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless HRC, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Client or other consultants employed by the Client.

Certification Guarantees and Warranties:

HRC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence HRC cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and HRC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, HRC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000 or HRC's total fee for the services rendered on this project, whichever is greater. Such causes included, but are not limited to, HRC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or HRC should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay HRC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by HRC under this agreement shall remain the property of HRC and may not be used by the Client for any other endeavor without the written consent of the Firm.



Consent Agenda Item D

Professional Services Agreement for Michigan DNR Funded Projects

Background Information:

City Council will be asked to approve the professional services proposal from Abonmarche for the Michigan DNR Funded Projects. The city was awarded a number of grants for the following projects: Pump Track, Skid Piers, Black River Park Restroom Improvements, South Side Marina Dock Extension Engineering and Wave Attenuation Study, and South Side Marina Roof Replacement.

Project Name	Fee to Complete Project
Pump Track	\$15,000
Black River Park Restroom Renovation	\$6,000
Black River Park Skied Piers	\$7,500
South Side Marina Roof Replacement	\$15,000
South Side Marina Dock Extension Engineering and Wave Attenuation Study	\$100,000
Total:	\$143,000

The proposal for professional services includes completing construction documents, bidding, and contract administration for all of the projects except the Dock Extension/Wave Attenuation project. The South Side Marina Dock Extension Engineering and Wave Attenuation Study project includes a 12-week wave attenuation study, public input and a preliminary engineering design.

Recommendation:

Council should approve the professional services proposal from Abonmarche for the Michigan DNR Funded Projects in the amount \$143,500.

Support Material:

Proposal for Professional Services – Abonmarche

July 18, 2016

Kate Hosier, Assistant City Manager/Harbormaster
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

RE: Proposal for Professional Services – Michigan DNR Funded Projects

Pump Track, Skid Piers, Black River Park Restroom Improvements, South Side Marina Dock Extension Engineering and Wave Attenuation Study, and South Side Marina Roof Replacement

Dear Ms. Hosier:

Abonmarche is pleased to present this proposal for professional services for several projects within the City of South Haven, Pump Track, the replacement of two Skid Piers and Restroom Improvements in Black River Park, South Side Marina Dock Extension Engineering and Wave Attenuation Study, and South Side Marina Roof Replacement. We were happy to be able to secure the City approximately \$300,000 in grant funding from the Department of Natural Resources to offset the cost of these projects.

SCOPE OF SERVICES – PUMP TRACK

The Michigan Department of Natural Resources recently recommended the approval of a Recreation Passport Grant application to create a Pump Track at the public safety building site. This project has been previously designed by our office so we are familiar with the goals for the project. The total construction budget for this project has been established at \$90,100 with many in-kind services that will be completed by the City.

We anticipate that our level of effort for completion of this project will include the following tasks:

Task #1: Construction Documents

This task will include completing construction documents using the original layout of the pump track and creating a set of construction documents to be used in bidding and construction. The following items will be included within this task.

1. Preparing final construction plans and bid specifications for City and DNR approval
2. Meeting with the City to review final plans and specifications prior to bidding.

Task #2: Bidding Phase

This task will include a scope of work for bidding as described above.

Task #3: Construction Administration

Included in this task is construction administration and staking layout for the project. Midwest Civil Engineers will be completing the construction staking. Items below will be included in this task.

1. Administering a Pre-Construction Meeting with the Contractor, City staff, and utility companies. Meeting minutes will be compiled and distributed to all attendees and other interested parties.
2. Site visits and progress meetings will be completed (as needed) to review schedule and progress.
3. Construction administration to review contractor pay estimates.
4. Complete 2 sets of construction staking (rough grading and final grading) for the Track.
5. Stake Concrete and Parking Areas.
6. Stake the Fence Location.
7. Complete Tree Layout (if needed).
8. Construction closeout including a final walk-through once the project is complete, development of a punchlist, and closeout paperwork necessary per City and DNR requirements.

FEES

Our fees to complete this project are proposed as follows:

<u>Phase</u>	<u>Fee</u>
Task #1: Construction Documents	\$ 5,000
Task #2: Bidding Phase	\$ 1,000
Task #3: Construction Administration	<u>\$ 9,000</u>
TOTAL	\$ 15,000



SCOPE OF SERVICES – BLACK RIVER PARK RESTROOM RENOVATIONS

We are pleased to provide the following proposal for professional Architectural services for renovating the Black River Restroom Building as outlined below.

Project Scope

The existing restroom is structurally sound, but interior furnishings are beginning to show their age. In order to extend the service life of the building it is recommended that interior furnishings be updated. Interior improvements may include new sensor lavatory faucets, countertops, toilet stall partitions, light fixtures, hardware, paint and hand driers. We will also evaluate building mechanical systems for operational efficiency and make recommendations for repairs or future replacement.

Exterior improvements may include new fascia wrap, wood cupola repairs and other miscellaneous trim replacement. The building needs to be repainted and light fixtures updated.

Project Tasks

Professional services will be provided for all of the above project components. We will initiate a kick-off meeting with City staff and stakeholders to review the project and schedule as well as identify any other important items for consideration. Construction documents and specifications for bidding will be produced based on the information gathered at the kick-off meeting and grant requirements. Abonmarche will comply with DNR Grant related requirements, assist the City in soliciting bids from qualified contractors and make recommendations for award of the contract. We will also provide construction administration services which consist of handling all construction related questions, regular monitoring of progress, reviewing shop drawings and submittals, reviewing and approving payment applications, and performing final inspections on the work. This proposal assumes total construction duration of 10 weeks with periodic site visits to monitor progress and perform final inspections.

Professional fees for the tasks outlined above are as follows:

Project Kick-off	\$ 1,300
Construction documents	\$ 2,000
Bidding & Negotiation	\$ 1,500
Construction Administration	<u>\$ 1,200</u>



Total **\$ 6,000**

SCOPE OF SERVICES – BLACK RIVER PARK SKID PIERS

The Michigan Department of Natural Resources recently recommended the approval of a Natural Resources Trust Fund Grant application to replace two skid piers at Black River Park at a construction cost of \$50,000.

We anticipate that our level of effort for completion of this project will include the following tasks:

1. Preparing final construction plans and bid specifications for City and DNR approval.
2. Site visit and progress meetings will be completed (as needed) to review schedule and progress.
3. Construction closeout including a final walk-through once the project is complete, development of a punchlist, and closeout paperwork necessary per City and DNR requirements.

FEES

Our fees to complete this project are proposed as follows:

<u>Phase</u>	<u>Fee</u>
Task #1: Construction Documents	\$ 3,000
Task #2: Bidding Phase	\$ 1,500
Task #3: Construction Administration	<u>\$ 3,000</u>
TOTAL	\$ 7,500

SCOPE OF SERVICES – SOUTH SIDE MARINA ROOF REPLACEMENT

We are pleased to provide the following proposal for professional Architectural services for Roof replacement at the Southside Marina Building as outlined below.

Project Scope

Replace entire roof with standing seam steel roof. Includes tear-off of existing roof, replacing roof sheathing with product meeting roofing requirements, adding ice & water shield



underlayment at eaves and valleys and installation of standing seam metal roof panels in a color selected by the City.

Scope of Services

Professional services will be provided for all of the above project components. We will initiate a kick-off meeting with City staff to review the project, design and construction schedule and any other important items for consideration. Renderings of standard roof color choices will be presented for roof color selection by the City during Preliminary Design along with suggested paint color palette choices for repainting the building. Construction documents and specifications for bidding, permit and construction will be produced in the following phase.

Upon completion of Bidding Documents, Abonmarche will comply with all Grant related requirements, assist the City in soliciting bids from qualified contractors and make recommendations for award of the contract. We will also provide construction administration services which consist of handling all construction related questions, regular monitoring of progress, reviewing shop drawings and submittals, reviewing and approving payment applications, and performing final inspections on the work. This proposal assumes total construction duration of 6 weeks with periodic site visits to monitor progress and perform final inspections.

Professional fees for the tasks outlined above are as follows:

Preliminary Design	\$ 4,000
Construction Documents	\$ 6,000
Permitting, Bidding & Negotiation	\$ 2,500
Construction Administration	<u>\$ 2,500</u>
Total	\$ 15,000

SCOPE OF SERVICES – SOUTH SIDE MARINA DOCK EXTENSION ENGINEERING AND WAVE ATTENUATION STUDY

In September 2014, the Harbor Commission approved a capital improvement plan which prioritized marina and boat launch improvements, and identified potential grant funding sources. City Council approved the submittal of grant applications prepared by Abonmarche for those projects on March 16, 2015 to the Michigan Department of Natural Resources (MDNR).



The MDNR has agreed to assist in the cost of a preliminary engineering feasibility study to determine the design and cost estimates for a head dock extension to the west of the South Side Marina as well as to address wave attenuation. Abonmarche Consultants, Inc. is pleased to present this proposal for professional services to perform the wave attenuation study and conduct preliminary engineering design for the South Side Marina dock extension based on its findings.

SCOPE

Abonmarche proposes the following scope of our services:

1. Wave Attenuation Study

\$ 55,000

Abonmarche Consultants, Inc. will complete a wave attenuation study to gain an understanding of the wave impacts at South Side Marina and other areas of the harbor. Abonmarche will query wind and wave data from the USACE and NOAA and complete a desktop-level analysis of the wave conditions and impacts on the South Side Marina. This data will be utilized to identify potential solutions for reducing wave conditions that propagate into the South Side Marina. Various wave attenuation components, including floating breakwaters, rubble-mound breakwaters, baffle walls, and other alternatives will be considered and a recommendation will be made that best addresses the conditions at South Side Marina and considers impacts on adjacent interests.

2. Public Input

\$ 10,000

Abonmarche Consultants, Inc. will conduct public input sessions to assess the impact of a dock extension on users of the adjacent Riverfront Park, as well as general public concerns related to view, impacts to navigation in harbor, and aesthetics of the dock design and location. Abonmarche will deliver a report to the City summarizing the findings.

3. Preliminary Engineering Design

\$ 35,000

Based on the results of the study and public input process, Abonmarche will complete preliminary engineering design and construction cost estimates to address the conditions at the South Side Marina. Abonmarche will also contact the USACE, MDEQ, and USCG to ascertain feedback regarding the preliminary design. Abonmarche will prepare a preliminary site plan with schematic cross sections, as necessary, to illustrate the approach. As a component of the preliminary engineering process, Abonmarche will identify/outline the process to advance the project through construction, which may include surveys, borings, environmental assessments, permitting, and final design.



SCHEDULE

Abonmarche is available to begin the project immediately upon the notice to proceed. We estimate the following timeframe for completion of the scope outlined herein:

1. Wave Attenuation Study	12 weeks
2. Public Input Process	6 weeks
3. Preliminary Engineering Design and Estimates	6 weeks

EXCLUSIONS

The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Boundary, topographic, or bathymetric survey
- Subsurface investigation/test holes/dive inspection
- Soil borings – environmental or geotechnical
- Federal, state, local permit applications
- Physical wave modeling
- Final design, bid documents, construction administration
- Grant administration

FEES

Our total fees to complete the above Scope of Services are **\$100,000**, including expenses.

Thank you again for the opportunity to submit this proposal for these exciting projects. We look forward to continuing our successful partnership with the City of South Haven as we work to make it one of the premier communities along the Lake Michigan shoreline. If you have any questions or need additional information, please feel free to call either of us at your convenience.

Sincerely,

ABONMARCHE



Christopher J. Cook, PE
President/CEO



Tony McGhee
Director of Development Services



Your signature in the space provided below will serve as authorization to proceed as outlined above.

Accepted by:

Name

Title

Signature

Date



Downtown Development Authority

Regular Meeting Minutes

Wednesday, March 2, 2016
Noon, Council Chambers



City of South Haven

MISSION STATEMENT: The Downtown Development Authority (DDA) is to be a leader in helping to fulfill the City of South Haven Municipal Plan; through planning, funding, and development of projects within the DDA District which promote, encourage and contribute to the overall economic growth and development of the community.

1. Call to Order by Olson at noon.

2. Roll Call

Present: John Braun, Bob Burr, Chris Campbell, Sue Frederick, Jim Marcoux, Sally Newton, Kevin Whiteford, Andrea Olson

Absent: Scott Maxwell

Also present: Jason Marquardt; Project Engineer, Abonmarche

3. Approval of Agenda

Motion by Marcoux, second by Burr to approve the March 2, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – October 21, 2015 Regular Meeting Minutes December 2, 2015 Workshop Minutes

Motion by Marcoux, second by Newton to approve the October 21, 2015 regular meeting minutes and the December 2, 2015 Workshop Minutes with the following correction to the December 2, 2015 Workshop Minutes:

- Item 1, Paragraph 3, replace the word “Baar’s” with “Black River” in the last sentence.

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. Abonmarche staff will update the DDA Board on the Huron Street Parking Lot Expansion Plan (former Baar's property).

Davidson noted that Jason Marquardt from Abonmarche has been working on this project; went out for bids recently; ran into some challenges in designing the site which brings up the restroom discussion again.

Jason Marquardt, Project Engineer at Abonmarche, explained the three-week bidding process with bids due next Thursday. Jason presented a slide showing the existing layout which is 138 spaces.

Marquardt reminded that at a previous meeting a couple different options were looked at and the option selected was the one which used the location of the former Baar's building as green space for future use of a restroom building. When designing the documents for bid packets, three (3) parking spaces adjacent to the alley had to be eliminated to maximize the green footprint in the area. The total parking number on this drawing after the improvements to the new parking lot is 159 spaces, an increase of 21 spaces. However, more was anticipated. Regarding the existing three spaces shown as being removed, Marquardt noted that further thought is that those three spaces could probably be left depending on what is done with the green space.

Also, Marquardt noted that part of the project includes sealing the remainder of the parking lot. It was found that the existing handicap spaces were not adequately striped and not adequate in size. Current standards for this size parking area are six (6) spaces instead of the existing four (4) which also do not have the adjacent hatched space to meet today's ADA (American with Disabilities Act) standards. With that addition, the total net ends up being 21 additional spaces for the project as designed. Depending on exactly what the board wants to do with the green space, the three spaces off the alley might be able to remain which is included in the bid presently.

Marquardt offered different options if the green space is used for restrooms, and Marquardt noted that if the green space were eliminated, perhaps the three spaces off the alley could be retained so an increase of eight (8) spaces could be realized at very minimal cost, just for the cost of the additional material. Marquardt noted that to do that might mean missing the opportunity of putting a restroom in this area.

Marquardt said there are different potential location options where a restroom with the same footprint, similar to Huron Street, could be placed in various places. Marquardt showed an exhibit on which restrooms have been superimposed in five (5) potential areas, noting that sewer and water would have to be added at these sites and there would be increased cost for utilities.

Campbell asked why only eight (8) additional spaces could be realized in the Baar's site to which Marquardt responded that parking could be added off the alleyway, with the three spaces existing as long as everybody is okay with parking accessed in and out of the alley. The eight (8) spaces would then turn to 16 total spaces, including the three (3) existing. Discussion ensued regarding the configuration, whether there are any restrictions associated with the alley and about the city's need to move the transformer.

Marcoux stated concerns that the DDA bought the Baar's building to get 21 additional spots; also made provision for badly needed restrooms. Discussion ensued regarding the size of the Huron/Kalamazoo Street restrooms which the proposed restroom building would replicate. Marcoux stated that he liked the restroom spot we talked about last fall.

Whiteford stated he agrees on the spaces and noted the alternative restroom locations that allow you to walk through fewer parking spots to go to a bathroom are probably safer; also noted that the plumbing to that building saves a lot of money, but unknown what the plumbing is like since it is so old. Whiteford stated he would vote for locations closer to the pavilion; that eliminating three (3) spots to add 13 makes him very happy.

Campbell noted that he agrees with Whiteford, having a 12-year old walking back and forth, and teenagers hanging out, he thinks restrooms being nearer the pavilion would be good.

Marcoux explained he has a grandson that skates and he hangs out but it is not because of the bathrooms, it is because of all the other things the manager of the ice rink has in place for kids to do. Marcoux asked, "Where is the skating facility going to be? That's probably where the bathrooms should be. There is not one of those locations with the possible exception of the ones immediately south of the pavilion that you are not crossing traffic. The bigger issue is where the skate rental is going to go."

Davidson said Spencer has added on and is happy with the size of that facility and a facility of that size is not going to fit in those areas proposed by Abonmarche. Marcoux suggested that maybe the city needs to work out with the building owners and leave the skating facility and restrooms there.

Newton questioned how much of the green space would be used if the bathrooms were built there to which Marquardt responded that with the building it would take the whole footprint; Newton stated, "If you stay in the space you don't gain 13, at best. You gain none if you leave room for skating stuff. And there is a net gain of 13 if we abandon the original location with one of the proposed alternative locations."

Campbell pointed out that the one that is in Dyckman Park is the only one that doesn't require crossing traffic.

Whiteford asked if any one of those spots have room for the restroom and skating facility. Marquardt went through the various possibilities of the various spots noting that the park location is the only one. Marcoux noted some green space would be lost in the park.

Burr asked the proximity of the one proposed in the park with utility service lines. Marquardt stated he has not been able to determine that yet but pointed out the sanitary sewer goes right through the west side of the park. Discussion ensued regarding the depth of that sewer line and how connection could be achieved.

Newton suggested that if these five spots are big enough for the restroom maybe one becomes a bathroom now and another one of these locations becomes a skating facility in the future. Marcoux stated, "You are better off having a plan with bathrooms and rental building together."

Whiteford thinks the city should have a nice size spot for skate rental and restrooms and noted that Burr's question is a good one; that he believes there is access from Phoenix Street for sewer and water.

Olson noted that the DDA has talked about the Visitor's Bureau in the past; it is in the scope of the DDA and asked what the city's thought on that is. Davidson noted that she does not know about the plans of the developer who bought the corner lot to which Burr responded that the developer has not indicated any intent in the last year, the project has gone dormant. "So assume nothing is going to happen for a while." Olson noted that the money is not in our budget to do restrooms. Could we put buying the Visitor's Bureau on the table? Should we pursue the additional (parking) spots and abandon the idea of the restroom at the Baar's site?"

Burr asked, "If we abandon the Baar's building, make that parking, does it require a separate bid?" Marquardt responded that the total increase would be 31 extra spaces with the adequate ADA spaces and that Abonmarche has an addendum drafted up adding this last bit in there, which would be included in their bids; all we would do is do a drawing and the bidders add quantities of their paving and other materials.

Burr asked about the transformer, whether it is pad or pole mount and Marquardt noted it is pad. It definitely has to be moved; with Baar's gone it might not have to be in that location, in the parking lot. Marquardt said it was to be put in the green space where the restroom facilities were going to be and there is room for it to go between those bays of parking.

Marcoux noted, "We trade in a dilapidated building and gain 31 extra parking spots." Olson added, "Contingent on alleyway issues." Marquardt does not think that is an issue; we could dress that up. "We'll complete and repave that and make them look nice and new to the parking lot but accessible off the alley."

Whiteford commented, "What Andrea said. Should we vote on the alternative spots?" Whiteford noted he would only have engineers spend the money looking at spots that make sense to the city. Asked whether any of those 5 potential spots would be spots that include both bathrooms and skate rental and asked, "Can we look at alternative spots that would allow us to have bathrooms like Huron Street and rental at that facility. Let's plan for the fact that if we will have rental there we will have the space." Marquardt thinks there are two of those spots that could potentially have a rental added to them; the one in Dyckman Park and one other, to the south of the pavilion.

Davidson asked about staff starting conversation with the Visitor's Bureau noting that the Visitor's Bureau will have to have a place to go. In response to a question by Braun, Davidson noted that the Visitor's Bureau owns the building they are in. Burr interjected, "We need to add the parking spaces at the Baar's printing site."

Motion by Marcoux, second by Braun to move forward without a restroom building in the parking lot project.

All in favor. Motion carried.

Whiteford asked if we can add another vote about restrooms which Olson said can be tabled and brought back in the future.

Burr noted that the big thing is the electric transformer site which Marquardt reassured that he has been working with Bill Conklin at the Department of Public Works and that can be added to the addendum. Discussion ensued regarding the relocation of the electric transformer and whether it should be linked to the possible restroom site.

Davidson noted that the bid opening is next Thursday at 2:00 p.m. and this group will need to approve that bid. There will have to be a quick special meeting to approve the bid. After discussion it was decided to hold a special meeting on Monday, March 14.

7. DDA will be given an update about the following projects:

A. Splash pad grant application

Davidson noted the City intends to submit an application to the Michigan Department of Natural Resources Trust Fund for the construction of a splash pad. Davidson and Abonmarche staff are writing the application. The City Council will be asked to approve a resolution to submit the application at their March 21st meeting. Davidson stated grant award announcements are not made until November. The total project cost is \$568,000 and the city will be asking for \$300,000 from the trust fund.

B. PSD update

Davidson said some of the merchants have asked for information regarding a Principal Shopping District (PSD) over the past couple of years. The City Manager said he would take it to council at their priority setting meeting to inquire of support for funding a consultant to explore a PSD. The City Manager requested a letter from downtown merchants showing support to explore a PSD and there were 21 signatures turned in yesterday. The Visitor's Bureau says a PSD will help fill rooms; create events; advertise to get people here in the off-season. The Visitor's Bureau submitted a letter to the City Manager stating their financial support to help fund a consultant to explore a PSD. Brian will present this to City Council at the priority setting session next Monday evening. Davidson noted the consultant would present findings to the downtown merchants and business owners; it will be a fact-finding mission.

Discussion ensued regarding the previous effort to develop a PSD and some of the issues, numbers of people that are interested compared to the total number, that there was not a consultant involved. It was noted that a PSD can do many of the things that a DDA cannot do.

Newton asked who would be voting and Braun explained that it would be property owners within the PSD district. "You can set your own guidelines and standards; business owners who rent can also petition their landlords for it, knowing their rent will probably be increased."

Davidson noted that a consultant can also give scenarios about how it would be funded. Braun said how to fund dues was a hang up regarding second floors.

Olson said this is a good positive move.

8. General Comments

There were none.

9. Adjourn

Motion by Whiteford, second by Newton to adjourn at 12:50 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Downtown Development Authority

Special Meeting Minutes

Tuesday, March 17, 2016
11:30 a.m., City Hall Conf Rm B



City of South Haven

MISSION STATEMENT: The Downtown Development Authority (DDA) is to be a leader in helping to fulfill the City of South Haven Municipal Plan; through planning, funding, and development of projects within the DDA District which promote, encourage and contribute to the overall economic growth and development of the community.

1. Call to Order by Olson at 11:30 a.m.

2. Roll Call

Present: John Braun, Chris Campbell, Sue Frederick, Sally Newton, Andrea Olson

Absent: Bob Burr, Jim Marcoux, Scott Maxwell, Kevin Whiteford

Also present: Deb Davidson

3. Approval of Agenda

Motion by Newton, second by Braun to approve the March 15, 2016 Special Meeting Agenda as presented.

All in favor. Motion carried.

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

None at this time.

5. DDA will be asked to consider approval of a contract for the parking lot expansion projects at Dunkley Avenue and Huron Street Parking Lot.

Davidson reported that Abonmarche had received bids on March 10th for the Black River Park RBEG Parking Lot and the Huron Street DDA Parking Lot. The work was bid as one project to take advantage of cost savings. The RBEG funded parking lot work includes an asphalt parking lot, a concrete sidewalk, restoration of disturbed area, and two alternate bid items. The work at the Huron Street Parking Lot includes removing and reconfiguring parking at the west end of the existing lot and sealing and striping/restriping the entire parking lot. The parking lots add a total of 94 spaces to downtown parking. The low bidder was Krohn Excavating at a cost of \$378,119.40.

Motion by Newton, second by Frederick to award the total contract to Krohn Excavating for a total awarded contract amount of \$378,119.40.

All in favor. Motion carried.

6. Adjourn

Motion by Braun, second by Frederick to adjourn at 11:40 a.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Debra Davidson
DDA Director

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, May 16, 2016
4:00 p.m., Council Chambers



1. Call to Order by Bolt at 4:38 pm

2. Roll Call

Present: Eugen Gawreliuk, Mike Henry, Andy Klavins, Christine Valentine, Art Bolt
Absent: Barbara Craig, Robert Herrera, Stephanie Timmer

3. Approval of Agenda

Motion by Valentine, second by Henry to approve the May 16, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – April 11, 2016

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

All in favor. Motion carried.

5. Introduction of Mike Gurnee, MDEQ Brownfield Coordinator.

Gurnee introduced himself and his credentials, noting he was hired 5 weeks ago to a new position, Brownfield Coordinator, in the Kalamazoo office. His job is to come and learn what is happening in the communities. The Aylworth property, the fact that it might have brownfield issues, if you are looking for brownfield money with redevelopment, that application comes to Gurnee's desk. Noted that he would like to know ahead of time what is coming down the pike and how he can help the Brownfield Authority get that job done. Stated their goal as remediation for redevelopment, noting when there are developers like today that want to bring things in, those projects increase the tax base; get old vacant properties that are dirty ready to use; those are the projects we are looking for. Spoke about doing outreach and determining the metrics for what has been done before, noting that offers do not always work out the way they are submitted.

Gurnee would like to be a regular at the Brownfield meetings; have an ear out for what is happening and give the Brownfield Authority an avenue into the DEQ. Gurnee concluded, "If you have questions, I might not know the answers. If I don't, I'll find somebody that does."

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

There were none.

7. Financial Report

Hosier reviewed the financial report.

8. General Comments

Bolt asked about the Factory Condominium cleanup. Dissette will get a copy of the timeline and get it out to the board. Valentine said the completion date is now 2019 which is a little disheartening. A brief discussion followed regarding the amount of electricity the cleanup is going to take.

Henry thought the cleanup is supposed to start soon, noting there is some equipment there which Henry thought that was the mobilization site.

Valentine stated that the only thing that is there right now is some barrels. Valentine volunteered to bring a copy of the timeline down to city hall so Dissette can send it out to the board.

Valentine asked if the condo owners are still required to do air testing, noting that they thought they were off the hook while the cleanup was in process, but that is a bit vague.

9. Adjourn

Motion by Klavins, second by Henry to adjourn at 4:53 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Local Development Finance Authority

Regular Meeting Minutes

Monday, May 16, 2016
4:00 p.m., Council Chambers
South Haven City Hall



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

2. Roll Call

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

Also present: Brian Dissette, City Manager

3. Approval of Agenda

Motion by Valentine, second by Klavins to approve the May 16, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – April 11, 2016

Motion by Klavins, second by Henry to approve the April 11, 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 Henry, second by Klavins to accept the financial report as presented.

All in favor. Motion carried.

7. Economic Development Report

Hosier explained that the Economic Development Director was unable to attend for personal reasons.

8. 220 Aylworth – Bohn Building Offers

Dissette reviewed marketing efforts of 220 Aylworth by city staff, noting that the LDFA will be receiving two offers today. Over the last four to five months, city staff has been working with Abonmarche to do a survey of the existing property. This work will be done whether held by the city or a private party. This work includes but is not limited to improvements to the HVAC system; surface water issues; lead abatement and paint. Dissette made it clear that whether the board approves a buy-sell agreement or asks for more time, the city will need to deal with expenses for the property. Dissette noted that, for consideration, we have members of the public to represent potential ventures at the site.

Wendell Payne, CFO, Coach Marine Group LLC, headquartered in Louisiana. Explained Coach produces pontoon boats in Iowa, have experienced significant growth and are looking at another facility. Noted they like what they see and want to present an offer, explaining these would be established brands we have. Would set this facility up and do the improvements; should be able to produce boats in four to five months. Job wise, in the first year Payne stated Coach would have sixty full time jobs ranging from 13 dollars to 25 dollars per hour. Payne noted that once built out, speculatively, Coach might move the Iowa facility here as well. Noted the Iowa facility currently has 97 jobs. Payne commented, “We like the area; we like the facility; we appreciate the help we’ve received here. We want to make this go forward.”

The board reviewed drawings of how the production would be done while Payne explained that in less than two years the facility would be producing fifteen boats per day with employment status of 120 to 140 individuals.

Bolt asked whether Elkhart is their main market to which Payne responded that Elkhart is their main vendor area. “We are spending 500 to 600 dollars per item in shipping fees; that drives us here, closer to Elkhart, which is the capital of what we do, the RVs and marine, but we don’t want to locate there (in Elkhart) and compete with their RV industry for workers.”

Klavins asked, “On the face value of it, your offer states that you look at investing four hundred fifty thousand dollars in real or personal property improvements. How do you do that? I thought you’d have to have millions to create this facility.” Payne responded that they don’t anticipate spending millions, maybe six hundred fifty thousand dollars would be more realistic, but they are trying to be conservative.

Klavins pointed out that our local Woodhams Ford dealership is doing more than a million dollars in improvements and noted that he finds it hard to believe this can be done for the numbers provided. Payne responded that their facility is not a retail facility noting that all their equipment; benders, rollers, are outsourced, so the furniture comes from Elkhart; that will come this way. “We are an assembly plant; the main fabrication is on the chassis using welding and tube rollers. Our main thing is to have enough electricity to the building to run welders.

Klavins asked about expansion plans, which he thought was planned in three phases to which Payne responded that it is actually two phases; if they start producing two brands for

the 2017 model year, that growth alone should be less than a year. Payne expressed their main issue as getting up and running, noting, "We have the orders and sales, we just have to produce them. We're going to hit the ground running."

Henry sees the purchase price of 10 thousand dollars as incredibly low, noting that he does not know if the contract says there is a promise or any tangible leverage to invest the four hundred fifty thousand. Payne responded that once the building is acquired, that investment will be required, noting there is nothing in there to produce boats, adding, "If we're going to produce we have to make the investment."

Bolt stated that the LDFA has been selling vacant land for much less and will end up putting money into this property just to walk away from it. "You've looked at the costs for the utility hookups and upgrades. Just that with your ten thousand dollar purchase price means the city is going to have to write a check and walk out of closing. If you buy the property for ten thousand dollars and walk away or sell to someone else for twenty-thousand dollars there's no claw back provision, which leaves us in a shaky place to be."

Payne said "You can put language in there; I'm willing to negotiate. If there wasn't a building there I wouldn't be here today. That's all part of it, figured in the price; at that point we're vested in the community, that's why we're here."

Bolt asked how long the business has been in Iowa to which Payne responded 25 years.

Henry how long the brand has been in existence to which Payne responded that the Coach brand is fairly new; Xcursion was previously Payne's business but had a dispute with Forest River so just got Xcursion back in a court settlement. Payne added, "It's an established product and one of the top brands in the country today."

Bolt asked if their main market is in the south to which Payne responded, "No, Minnesota is our biggest market; the south is the smallest market." Payne stated the largest markets are in the north.

Dissette noted there is a second proposal for the board's consideration.

Sean Russell and Renee Russell, Lukela Group LLC. Sean Russell noted that he and his wife were born and raised in South Haven and here to present their plan as it stands right now for the Aylworth property. Our method of getting to the final product for this property is different than Coach Marine; that was very deliberate. The Russell's have a three phase plan that would carry through to manufacturing and jobs. Russell stated this is important to them but realistic. Phase 1, the most important and time critical, would be to address the building deficits as it is deteriorating quickly. The Russells feel the office building is a loss at this point; noting that it is significantly worse than when they saw it in the fall. Phase 1 is to get that building back to a usable condition, which the Russells feel will cost over four hundred thousand dollars, to seal up the building, address HVAC, exit signs, doors, brownfield issues. Russell stated they needed a plan to carry us to a point of manufacturing; they looked at the market and that's where they came up with the idea of climate controlled boat storage accessible from a seventy-mile radius around South Haven.

Phase 2, according to Russell, is marketing, direct and significant marketing, once the building is such that it can be used immediately. And Phase 3 would be further marketing of the property, perhaps in the area of “build to suit.”

Gawreliuk asked how many employees Russell expects to employ and Russell responded, initially 4 to 6 to get the storage piece up and running. Looking at scaling that, perhaps offer outdoor storage, as well. The city has a lot of situations with density; cars, parking and rentals so the Russells envision a place where we could have a stow-and-go or park-and-go storage; instead of parking their boat in their driveway, the neighbors’ driveway or on the street. Russell noted that they have looked at estimates up to over one hundred employees depending on what is done with “build to suit” on the property.

Klavins remarked that the Russells have hit the nail on the head with need, noting that he has clients looking for indoor storage for furniture, and wondered if that would be something they would offer. Russell responded, “Great question, but no, that’s not in our plan. We could go to offering indoor climate controlled storage units, but feels we have plenty of market for boat and RV storage. It is a large property, though.”

Klavins said he has people storing things in Hamilton who would like to do that here. Russell said he thinks the market is there; we want to keep the property as a potential manufacturing site, the property is there, but we certainly want to go where economics drive us.

Dissette interjected, “For your information, when the city and LDFA agreed to take ownership of this building, someone was renting it for storage and the utilities were shut off due to non-payment. That lessee had fitted fork lifts with flashlights so they could see to maneuver through the building; the city had to end that agreement just due to building code issues.” Dissette continued, “There is absolutely a need. To have two competitive offers for the site, this is positive and exciting for this board and the city. We have spent some time with the Lukela group and the Coach proposal just came through in the last few days, city staff would need time to work through an agreement with Coach.”

Valentine asked what level of experience the Russells have to which Russell responded, “Nothing this big, I’m a military guy, have had to figure out where and how to store the toys. It’s great to have the toy, but there is a need for a place to put it off season. The need piece is storage with climate control. We’ve both run several businesses, but not of this size. The nice thing about this business is its more hands off when you get the right people in there.” Russell noted he is not a manufacturer and that he and his wife see themselves as facilitators.

Valentine asked, “Regarding financing, are you pretty confident you can get the money to get this off the ground?” Russell responded, “Absolutely. We both have had smaller businesses, not on the level of Coach, but the financial piece would include private investors, our own equity, and commercial lenders.

Valentine asked about Brownfield funding. Bolt explained that the LDFA would still have an ongoing responsibility in the area of the lagoon in the back; we have to own up to that if there turns up to be anything else; it is a brownfield district already.” Bolt noted that the money is there to fund that remediation. Bolt explained that he does not expect to find

anything else; he believes the only thing in the offing is that pond or lagoon, which may or may not be a big issue.

Dissette added that Envirologic worked with the city at the time of the LDFA taking ownership and that the city connected the Russells with Envirologic, to have an opportunity to hear what has already been done. Dissette highlighted the ongoing maintenance and noted that an updated brownfield plan should be worked up for the board's consideration, noting it may include fencing; maybe assisting with teardown of the old office. Dissette also stated that the potential buyers would likely work with Envirologic because Peterson has good knowledge of that site, but stressed that would be their decision.

Bolt called for a motion.

Henry commented that Lukela is obviously putting some money on the table and there is risk with that. "I see just a token going forward with the Coach group."

Klavins added that when you break down the numbers, if we like Coach and Coach continued with their proposal, the city would have to come to the table with a check. The city has already written a very big check to acquire the property, contract engineers and do clean up. Klavins calculated that with the Coach Pontoon offer the LDFA would net eight thousand four hundred fifty and still have money going out.

Gawreliuk noted that with Coach it is about five hundred dollars per acre and a lot more expense.

Motion by Klavins to accept the Lukela Group's offer and continue on with purchase agreement with Lukela. Second by Henry.

All in favor. Motion carried.

Henry commented that it is great to have an agreement and see some progress. "It will be wonderful to see that place squared away."

Klavins remarked that Lukela has done their homework to which Bolt agreed.

Henry noted that he understands Coach wanting to be near Elkhart; that made sense.

Valentine noted that a manufacturing facility made sense, also, but the ten thousand dollars was too low.

Bolt added that there were no guarantees.

Valentine pointed out that the strength of their offer was they actually have a manufacturing facility.

Bolt added, "We don't own it for very much longer."

Hosier asked for clarification of the motion. After a brief discussion the board agreed that they want the motion to note that the board is ready for the Lukela offer to be signed.

May 16, 2016
LDFA
Regular Meeting Minutes
DRAFT

Amendment to the motion by Henry to add "have the chair and the secretary sign the Offer to Purchase documents". Second by Valentine.

All in favor. Motion carried.

9. General Comments

There were none.

10. Adjourn

Motion by Henry, second by Klavins to adjourn at 4:37 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

SOUTH HAVEN HOUSING COMMISSION
Regular Meeting
Warren Senior Community Center
540 Williams Street, South Haven, Michigan 49090
May 25, 2016

CALL TO ORDER: The Regular Meeting of the South Haven Housing Commission (SHHC) was called to order at 5:10 p.m. by Vice-Chairperson Sandra Seroke at the South Haven Housing Commission Warren Senior Community Center, 540 Williams Street, South Haven, Michigan.

ROLL CALL: Present: Vice-Chairperson Sandra Seroke, Commissioner Teresa Mahone-Jordan, Commissioner Tom Thomson, and Commissioner Letitia Wilkins. Absent: Chairperson Eugene Ladewski, and City Council Representative Scott Smith. Also present: Executive Director and Secretary Charles Fullar. Fullar reported that Chairperson Ladewski and City Council Representative Smith communicated their meeting absence. It was moved by Commissioner Mahone-Jordan to excuse Chairperson Ladewski, and City Council Representative Smith; the motion was seconded by Commissioner Wilkins. All votes in favor. Motion carried.

INVOCATION: Commissioner Mahone-Jordan delivered the invocation.

PUBLIC COMMENTS: None.

CONSENT AGENDA: 1) Minutes of the Regular Meeting April 27, 2016. 2) Current Operating Expenses - \$47,956.87; 3) Homeownership Expenses - \$0.00; 2014 Capital Fund - \$0.00; 2015 Capital Fund - \$0.00; and 2016 Capital Fund - \$0.00. 4) Administrative Reports for Approval: Occupancy and Waiting List Reports; Monthly Investment Report; Delinquent Accounts Report; Accounts Receivable Balance Due Report; and Income and Expenditures Report for April 2016; 5) Correspondence: None. 6) Other Reports: None.

It was moved by Commissioner Mahone-Jordan to approve the Consent Agenda; the motion was seconded by Commissioner Wilkins. All votes in favor. Motion carried.

UNFINISHED BUSINESS: 1) Foundry Hall Correspondence, April 5, 2016: Executive Director Fullar reviewed the April 5, 2016, Foundry Hall correspondence.

2) Rent Adjustment Request: The April 5, 2016, correspondence from Foundry Hall requests an adjustment for its monthly rent. It was moved by Commissioner Mahone-Jordan to postpone this item of business until all members of the Housing Commission can be present to provide input for

this request; the motion was seconded by Commissioner Wilkins. All votes in favor. Motion carried.

NEW BUSINESS: 1) Parking Lot Paving, Project CF-MI 82-2 & 3, Change Order #2:

Executive Director Fullar provided copies and reviewed Contract Change Order Number 2 for the Parking Lots Paving, Project 2014 CF-MI 82-2 & 3.

It was moved by Commissioner Mahone-Jordan to affirm Contract Change Order Number 2 in the amount of \$24,765.00; Seconded by Commissioner Wilkins. All votes in favor. Motion carried.

2) Resolution No. 16-06, Operating Budget for FYE June 30, 2017:

Resolution No. 16-06

Operating Budget for FYE 2017

WHEREAS, the Housing Commission's accountants, Loucks & Schwartz have prepared, and the Housing Commission Board has reviewed, our Operating Budget for FYE June 30, 2017, with Total Operating Receipts of **\$480,910**, Total Operating Expenditures of **\$679,990**, Total HUD Operating Subsidies in the amount of **\$156,060**, Total Provision for use of Operating Reserves in the amount of **\$43,020**; and

WHEREAS,

1. All regulatory and statutory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of service to low-income residents;
4. The budget includes a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f);
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i);
7. The calculation of eligibility for Federal funding is in accordance with the provisions of the regulations;
8. All proposed rental charges and expenditures will be consistent with the provisions of law; and
9. The PHA will comply with the requirements for the reexamination of family income and composition.

NOW THEREFORE BE IT RESOLVED, by the Board of the South Haven Housing Commission that this Resolution and form HUD-52574, approving the budget for FYE June 30, 2017, as prepared by the SHHC accountants, Loucks & Schwartz shall be submitted to the U.S. Department of Housing and Urban Development.

It was moved by Commissioner Mahon-Jordan to approve the foregoing Resolution No. 16-06 as introduced and read; Seconded by Commissioner Wilkins. All votes in favor. Thereupon Vice-Chairperson Seroke declared said motion carried.

EXECUTIVE DIRECTOR'S REPORT: Executive Director Fullar reported that there are two current projects under contract; one, to replace the Harbor View hot water storage tank to be completed in June, and the second is the paving of the Harbor View and River Terrace parking lots also anticipated to be completed in June.

COMMISSIONER'S COMMENTS: None.

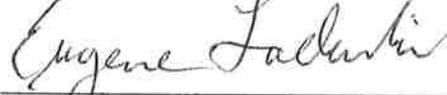
ADJOURNMENT: It was moved by Vice-Chairperson Seroke to adjourn; the motion was seconded by Commissioner Wilkins. All votes in favor. Motion carried. Meeting adjourned at 6:00 p.m.

Respectfully submitted:



 Charles R. Fullar, Secretary

Approved July 27, 2016



 Eugene Ladewski, Chairperson

Local Development Finance Authority

Special Meeting Minutes

Monday, June 27, 2016
4:00 p.m., Council Chambers
South Haven City Hall



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

2. Roll Call

Present: Barbara Craig (4:02 p.m.) LMC Rep., Tom Erdmann, Tom Fleming (4:08 p.m.), Eugen Gawreliuk, Andy Klavins, Chris Valentine, Art Bolt

Absent: Mike Henry, Robert Herrera, Stephanie Timmer

Also present: Laura Bos, South Haven Public School Rep.; Tony Marsala, Fire Marshall; Ross Rogien, Building Official

3. Approval of Agenda

Motion by Valentine, second by Klavins to approve the June 27, 2016 Special Meeting Agenda as presented.

All in favor. Motion carried.

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

None at this time.

5. Facility Lease Agreement 220 Aylworth Avenue "Bohn Building"

Kate Hosier, LDFA Secretary, noted that as explained in her staff report, the LDFA has already worked out a purchase agreement with the Lukela Group, LLC for the property at 220 Aylworth. However there is a due diligence period of 150 days plus 30 days for closing, and the purchasers of the building were approached by SPX to do some light assembly work in the Bohn building. This would be for a period of one year. They would be taking reinforced plastic panels and assembling them with power drills. There is no cutting, no grinding, nothing of that sort, and then storing these assembled panels to be ready for the spring outage of 2017 at Palisades Nuclear Plant. They are looking for a place with a roof overhead to do this work; they have done it under a temporary shelter out in the parking lot at Palisades in the past. They are looking for a temporary lease for the Bohn building, for one year, at \$8,000 a month with a security deposit.

Hosier explained that since the LDFA still owns this building, but is potentially going to be selling the property in the middle of this lease, we have been working out the terms of the lease. We have a sample lease in the packet; the terms of that are stated. That it will be for one year only from July 1, 2016 to July 1, 2017. Light assembly only for \$8,000 a month.

Hosier noted that there has been discussion about building occupancy; the building inspector is here. He has said that the doors must be functioning; they need temporary lighting, exit signage, and an ADA restroom. Hosier believes they can start out with an ADA compliant portable restroom, but eventually we have to get the bathroom issue sorted out. Those are the things necessary for temporary occupancy.

Secondly, fire suppression; according to our fire marshall if they were doing actual storage they would need suppression, but because they will be doing light assembly, with no torches or grinding, they will be able to provide 20 to 30 pound Class A, B or C fire bottles.

After a call for questions, Klavins asked, "So this agreement will be pro-rated, with the city getting the income until closing and then the purchaser?" to which Hosier responded that she believes that is how it is going to be worked out. Bolt clarified, "We collect the rent as long as we are the owner; once the owner takes possession, the new owner collects."

Valentine asked how the improvements will be covered to which Bolt responded that the items required are fairly inexpensive so the first month's rent will cover those expenses. After that it is a triple-net lease, anything they want to do in the way of further improvements would be the occupant's responsibility. There would be no taxes, of course, Bolt added, and the lease starts July 1st.

Erdmann stated he didn't hear anything about insurance and Hosier explained that the insurance is two-fold. "The city kept insurance on the building because we own it, but the tenants would be required to insure their people, their products and any worker's comp."

Gawreliuk asked about charging power tools which Hosier noted has been discussed between the potential tenants and the Lukela Group. Hosier believes the tenants are planning to have a charging station, which would be able to use the existing electric service that is already there. Bolt affirmed that it sounded to him that they would be using rechargeable drills like a contractor would have.

The Fire Marshall and Building Official addressed questions regarding the fire safety requirements and inspection of temporarily occupancy to determine whether the tenants are only doing what they are approved to do. Craig asked the building inspector whether it is his intention to visit once the temporary tenants are up and running, to which Rogien responded yes.

Bolt commented that this is a win-win for the LDFA; we get some jobs and something new happening.

Motion by Klavins to approve the facility lease agreement for 220 Aylworth Avenue, the Bohn building, and pre-authorize expenses to make the building suitable for occupancy by the tenant as discussed. Second by Valentine.

All in favor. Motion carried.

6. Member Comments

There were no member comments.

7. Adjourn

Motion by Klavins, second by Gawreliuk to adjourn at 4:16 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



City of South Haven

BOARD AND COMMISSION APPLICATION

Name Lisa R. Bettis-Cooper Phone [REDACTED]

Address [REDACTED]
Street City State Zip

E-Mail Address [REDACTED]

Resident of City? (Circle One) Yes No If Yes, how long: 49 years

Board or Commission Applying for: Zoning Board of Appeals

Qualifications: I have a BS in Business Administration from Central Michigan University;
Completed coursework for Project Management Certification through Villanova University
Beginning coursework for MA in Leadership and Organization Performance, Spring 2017 at WMU

I believe I can benefit the City of South Haven by serving on a board and commission because: _____
I offer 25 years of professional financial experience. Additionally, as a result of working in an
educational setting for seven years, I had an opportunity to work with the State of Michigan's Dept.
of Treasury with calculations of unique millage assessment rates, filing L-4029 forms and reconciling
tax receipts. Other responsibilities included articulating to local residents the district's millage rates
and explaining assessment decisions that resulted in various classifications of property.

Signature *Lisa R. Bettis-Cooper* Date August 9, 2016

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

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



City of South Haven

BOARD AND COMMISSION APPLICATION

Name Suzanne Sutherland Loafman Phone [REDACTED]

Address [REDACTED]
Street City State Zip

E-Mail Address [REDACTED]

Resident of City? (Circle One) Yes No If Yes, how long: 4 years

Board or Commission Applying for: Planning Commission

Qualifications: BA Journalism/Public Relations. 12 years experience including B2B, B2C Marketing, PR, Market research, database marketing, data analysis and business development for Chicago Tribune, Chicago SunTimes, Travelpro.com, Trump Casino & Balmoral Park. Proficient in creating and executing marketing plans based on market research and other data, analyzing results and making recommendations as well as generating new revenue streams by creating new products, new product placement or negotiating revenue shares with vendors.

I believe I can benefit the City of South Haven by serving on a board and commission because: After living here for four years, I have gotten to know and love South Haven and have become passionate about seeing the city evolve and reach its full potential. To offer a fresh perspective, new ideas, professional experience and represent an under-represented population - mother of young children. I am a data-driven marketer with a vision for what South Haven can be and have the experience, passion and dedication to see it through.

Signature Suzanne Loafman Date 7/12/16

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

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



City of South Haven

BOARD AND COMMISSION APPLICATION

Name Mistelle Smith Phone [REDACTED]

Address [REDACTED]
Street City State Zip

E-Mail Address [REDACTED]

Resident of City? (Circle One) Yes No If Yes, how long: about 5 out of the past 10 yrs

Board or Commission Applying for: Senior Services of Van Buren County

Qualifications: I have a Bachelor's Degree in Social Work and actually served as staff and inter for 5 years with senior services. I also am stepping in as guardian for a couple seniors in need.

I believe I can benefit the City of South Haven by serving on a board and commission because: I have a passion to serve and a heart for the senior population.

Signature Mistelle Smith Date 7-29-16

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

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



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: August 15, 2016

RE: Transportation Alternatives Program (TAP) Grant for Blue Star Highway

Background Information

The bridge over the Black River on Blue Star Highway is currently considered to be “structurally deficient”. This means that the deck, superstructure, or substructure is considered to be in “poor” condition on the National Bridge Inventory rating scale. A bridge may also be classified as structurally deficient if the load carrying capacity is significantly below current design standards or if a waterway below frequently overtops the bridge during floods.

Blue Star Highway is currently under the jurisdiction of the Van Buren County Road Commission. Prior to the road commission accepting this road for maintenance, the road was maintained by the State of Michigan Department of Transportation as US-31. At the time that the roadway was turned over to the road commission, the State agreed to complete replacement of the bridge superstructure.

The structure has continued to deteriorate and this has resulted in load limits being placed on the structure. Late in 2014, the load limits were further reduced to ensure safety. MDOT has completed plans for replacement of the superstructure including rehabilitation of the piers and abutments and placement of scour protection measures. The construction is scheduled to commence this fall and be completed by Memorial Day of 2017.

Concurrently, the Van Buren County Road Commission has been working to secure funding to resurface Blue Star Highway from Phoenix Street, north to the Allegan County Line (Baseline Road). In 2015, the road commission resurfaced Blue Star Highway from M-140 to Phoenix Street. During that project, the road commission widened the shoulders to provide 5 foot of asphalt pavement to serve non-motorized roadway users including pedestrians and bicyclists. In addition, bicycle pavement markings were placed along the shoulders.

The road commission would like to provide similar shoulder widening north of Phoenix Street at the time of resurfacing. Once completed, the entire length of Blue Star Highway through Van Buren County will have paved shoulders to provide for non-motorized users. Mr. Larry Hummel, PE, the Engineer/Manager of the Van Buren County Road Commission, is seeking grant funding from the Transportation Alternatives Program to assist with funding the non-motorized improvements north of Phoenix Street.

Memorandum

August 15, 2016

Transportation Alternatives Program (TAP) Grant for Blue Star Highway

Page 2 of 2

As part of the grant application process, Mr. Hummel is seeking a resolution of support from South Haven City Council. This will illustrate local support for the project.

Recommendation

Council should be requested to consider Resolution 2016-76 at their August 15, 2016 regular meeting.



City of South Haven

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

August 2, 2016

**Mr. Larry Hummel, PE
Engineer/Manager
Van Buren County Road Commission
325 West James Street
PO Box 156
Lawrence, MI 49064**

Dear Mr. Hummel,

On behalf of the South Haven City Council, I am writing to express support for the Van Buren County Road Commission's application to the Transportation Alternatives Program (TAP) grant for the non-motorized shoulder widening project on Blue Star Highway in the South Haven area.

The South Haven City Council is pleased to note that the Van Buren County Road Commission plans to seek funds for the non-motorized shoulder widening project for this vital area. When completed, the project will provide approximately 1.10 miles of additional non-motorized shared use shoulder area, and complete a link that will connect the Berrien County line north to the Allegan County line. Once completed, the project will provide approximately 14 miles of improved non-motorized shared use shoulder area for users, and provide easier access to numerous local parks, recreation areas, and connections to the Kal-Haven Trail and Van Buren Trail.

Thanks for your time and attention. Please let me know if there are any questions and/or concerns.

Best Regards,

Robert G. Burr
Mayor

CC: B. Disette, B. Hunter, City Council

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-76

A RESOLUTION SUPPORTING A TRANSPORTATION ALTERNATIVES PROGRAM
GRANT APPLICATION BY THE VAN BUREN COUNTY ROAD COMMISSION
FOR NON-MOTORIZED IMPROVEMENTS ALONG BLUE STAR HIGHWAY

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 August 15, 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 Van Buren County Road Commission is seeking a Transportation Alternatives Program (TAP) Grant for the non-motorized shoulder widening project on Blue Star Highway; and,

WHEREAS, if funded, this grant would cover 60% of the non-motorized shoulder widening project cost as a connector to the Kal-Haven Trail State Park; and,

WHEREAS, in addition to the non-motorized shoulder widening project, the Van Buren County Road Commission is resurfacing that same section of Blue Star Highway regardless of whether or not this grant gets funded; and,

WHEREAS, this additional segment to be resurfaced is approximately 1.10 miles in length and will complete the link of non-motorized shared use shoulder widening from the Berrien County line north to the Allegan County line providing close to 14 miles of improvements for the non-motorized community in Van Buren County, as well as connections to multiple local park and recreational facilities and to the Kal-Haven and Van Buren Trail State Parks, respectively; and,

WHEREAS, if funded, the combined project is estimated at \$750,000 investment in the infrastructure of Van Buren County.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of South Haven hereby expresses its support of the Van Buren County Road Commission's application for the TAP Grant for the non-motorized shoulder widening project on Blue Star Highway from Phoenix Street to Baseline Road.

BE IT FURTHER RESOLVED THAT the City Commission of the City of South Haven hereby authorizes this collaborative effort with the Van Buren County Road Commission.

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 15th day of August, 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*).

Travis Sullivan, City Clerk



Agenda Item 8

Resolution 2016-77, authorizing resolution to proceed with Sewer System Revenue Bonds

Background Information:

The City Council will be asked to consider approval of Resolution 2016-77, an authorizing resolution, which allows the city to proceed with the issuance of the city's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2016, which is one of the primary funding sources for the upcoming planned capital improvement projects.

These are the bonds being issued through the state's State Revolving Loan Fund (SRF) program for the city's sewer system improvements project. These bonds are revenue bonds, which are bonds paid solely out of the revenues of the city's sanitary sewer system. Since these are the first revenue bonds that the city will have outstanding at this time, it will also serve as a master resolution setting the overall legal framework for revenue bonds of the city that would apply to any other revenue bonds that might be issued during the term these bonds are outstanding.

The resolution is set up as a parameters resolution, which sets out maximum parameters, with the final bond details being approved by authorized officers. This allows the city flexibility in approving the bond issue, with details being adjusted by the authorized officers without having to have the City Council come in for a special meeting. The resolution authorizes up to \$14,500,000 of bonds, which is the maximum allowed under the notice of intent, previously adopted by the city, but the final amount of bonds will be less, finally being set at the amount of the SRF approved project cost, which we expect to be \$13,290,000. The Mayor and city manager are designated as authorized officers to finalize the bond details, like reducing the principal amount down to the approved SRF project cost.

The resolution sets the maximum interest rate on the bonds at 3.00%, but the final rate will be 2.75%. The resolution allows a final maturity of 40 years on the bond, but the approved maturity from the SRF at this point is 30 years from the date of final completion of the project. Based on current project expectations, that would be a total of about 33 years.

The resolution must be adopted prior to the issuance of the DEQ Order approving the project for SRF funding which will be issued on August 24, 2016. A final purchase contract that locks in the bond details will be presented to the authorized officers for signature on August 26, 2016 and the bond issue will close on September 16, 2016 if the Council approves this resolution.

Recommendation:

Staff recommends that the City Council consider approval of Resolution 2016-77, an authorizing resolution, which allows the city to proceed with the issuance of the city's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2016.

Support Material:

Resolution 2016-77

**CITY OF SOUTH HAVEN
(Van Buren and Allegan Counties, Michigan)**

RESOLUTION NO. 2016-77

**RESOLUTION TO AUTHORIZE ISSUANCE OF
SANITARY SEWER SYSTEM 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, on _____, 2016, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by Member _____ and supported by Member _____:

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended (the "Act") the City Council of the City of South Haven (the "City") has determined to make improvements to the City's sanitary sewer system; and

WHEREAS, the improvements will enable the City to provide more efficient and better quality public services to the users of the sanitary sewer system; and

WHEREAS, the improvements shall be financed in part by the issuance of revenue bonds or other evidences of indebtedness in accordance with the Act in the sum of not to exceed \$14,500,000 for a period of not to exceed forty (40) years; and

WHEREAS, the Act permits the City to authorize, within limitations that shall be contained in the authorization resolution, an officer to sell, deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, optional or mandatory redemption rights, place of delivery and payment, and other matters and procedures necessary to complete an authorized transaction.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. DEFINITIONS. Whenever used in this Resolution except when otherwise indicated by context, the following definitions shall apply:

(a) “Act” means Act 94, Public Acts of Michigan, 1933, as amended.

(b) “Additional First Lien Bonds” means any additional First Lien bonds issued in the future.

(c) “Additional Junior Lien Bonds” means any additional Junior Lien Bonds issued in the future.

(d) “Adjusted Net Revenues” means for any operating year the Net Revenues to which may be made the following adjustments:

(i) Revenues may be augmented by the amount of any rate increase adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts that may be derived from rates and charges to be paid by new customers of the System.

(e) “Authorized Officer” means the Mayor or the City Manager of the City or either one of them acting alone.

(f) “Authority” means the Michigan Finance Authority created by Executive Order 2010-2, which, among other things, transferred to the Michigan Finance Authority the powers, duties, and functions of the Michigan Municipal Bond Authority created and established pursuant to Act 227, Public Acts of Michigan, 1985, as amended.

(g) “Bondholder” or “Bondholders” means the holder or holders of the Bonds.

(h) “Bond Reserve Account” means a subaccount established within the Redemption Account pursuant to Section 16(b)(ii)(B).

(i) “Bonds” means the Series 2016 Bonds and any Additional Junior Lien Bonds and any Additional First Lien Bonds authorized pursuant to this Resolution or any resolution supplemental to this resolution.

(j) “City” means the City of South Haven, Van Buren and Allegan Counties, Michigan.

(k) “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(l) “Construction Fund” shall mean the construction fund created pursuant to Section 16(a).

(m) “Contract Documents” means the Purchase Contract between the City and the Authority, the Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, and the Issuer’s Certificate for the Series 2016 Bonds or such other closing documents required by the Authority for the issuance of the Series 2016 Bonds.

(n) “Council” means the City Council of the City, the legislative and governing body thereof.

(o) “First Lien Bonds” shall mean any bonds or other obligations that may be issued or incurred by the City in the future payable from the Revenues of the System secured by a lien that is a first lien on the Net Revenues of the System, senior in standing and priority of lien with respect to the Net Revenues to the claim of the Junior Lien Bonds.

(p) “First Lien Redemption Account” means the First Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 16(b)(ii)(A).

(q) “G. O. Fund” means the General Obligation Debt Fund created pursuant to Section 16(b)(iii).

(r) “Improvements” means the design, acquisition, and construction of improvements to the System, including, treatment system improvements 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 necessary and incidental to these improvements.

(s) “Junior Lien Bonds” shall mean any bonds or other obligations that may be issued or incurred by the City payable from the Revenues of the System secured by a lien on the Net Revenues of the System that is subordinate to a first lien on the Net Revenues of the System created for the benefit of any First Lien Bonds and shall include the Series 2016 Bonds.

(t) “Junior Lien Redemption Account” shall mean the Junior Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 16(b)(ii)(C).

(u) “Net Revenues” shall have the same meaning as defined in Section 3 of the Act.

(v) “Operation and Maintenance Fund” means the Operation and Maintenance Fund created pursuant to Section 16(b)(i).

(w) “Receiving Fund” shall mean the Sanitary Sewer System Receiving Fund created pursuant to Section 16(b).

(x) “Redemption Account” shall mean the Bond and Interest Redemption Account created pursuant to Section 16(b)(ii).

(y) “Resolution” means this Resolution and all amendments hereto.

(z) “Revenues” shall have the same meaning as defined in Section 3 of the Act and shall include all earnings on investment of funds of the System and all other revenues derived from or pledged to operation of the System.

(aa) “Series 2016 Bonds” means the City’s the Sanitary Sewer System Junior Lien Revenue Bonds, Series 2016 issued pursuant to this resolution.

(bb) “System” means the City’s complete sanitary sewer system, both inside and outside the City, including all collection and treatment facilities for sanitary sewer and all appurtenances thereto now owned by the City and those acquired pursuant to this Resolution and all extensions and improvements thereto hereafter made.

Section 2. NECESSITY, PUBLIC PURPOSE. It is hereby determined to be necessary for the public health, safety and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefor prepared by Abonmarche Consultants, Inc., which are hereby approved.

Section 3. ESTIMATED COST; PERIOD OF USEFULNESS. The cost of the Improvements has been estimated by the engineers not to exceed \$23,670,469, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved

and confirmed, and the period of usefulness of the Improvements is estimated to be greater than 40 years.

Section 4. ISSUANCE OF BONDS. To pay a portion of the cost of designing, acquiring, and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2016 Bonds, the City shall borrow the sum of not to exceed \$14,500,000 and issue its revenue bonds pursuant to the provisions of the Act. The Series 2016 Bonds shall be issued in the aggregate principal sum of not to exceed \$14,500,000, as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the City pursuant to the Contract Documents.

During the time funds are being drawn down by the City under the Series 2016 Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2016 Bond.

Section 5. SERIES 2016 BOND TERMS. The Series 2016 Bonds shall be issued as one fully registered manuscript bond, shall be sold and delivered to the Authority in any denomination. The Series 2016 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than forty years after the date of issuance. The Series 2016 Bonds shall bear interest at a

rate of not to exceed 3.00% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Within the limitations provided above, the final amount of any maturity and terms of the Series 2016 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

Section 6. PAYMENT OF BONDS; PLEDGE OF NET REVENUES. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent, upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books. The principal of and interest on the Bonds shall be payable from the Net Revenues derived from the operation of the System, including future improvements, enlargements and extensions thereof, after provision has been made for the payment of expenses of administration, operation and maintenance thereof. The Net Revenues of the System, including future enlargements, improvements, and extensions thereto, are hereby pledged to the payment of the principal of and interest on the Bonds. To secure the payment of the principal of and interest on the Bonds, a statutory lien is created pursuant to the Act to and in favor of the Bondholders of the Bonds upon the Net Revenues of the System, including future enlargements, improvements, and extensions thereof. The statutory lien on the Net Revenues securing any First Lien Bonds shall be a first lien as provided in the Act and shall at all times and in all respects be and remain superior to the lien on the Net Revenues securing the Junior Lien Bonds. The Net Revenues so pledged shall be and remain subject to such lien until the payment

in full of the principal of and interest on the Bonds or until Bonds are defeased as provided in Section 23.

The Series 2016 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional, statutory, or charter provisions.

Section 7. PRIOR REDEMPTION. The Series 2016 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity by the City only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Section 8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond registrar. The initial Paying Agent shall be the Treasurer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Registration of Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by a Paying Agent. Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Bond is

registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.

(c) Authority's Depository. Notwithstanding any other provision of this Resolution or the Series 2016 Bonds, so long as the Authority is the owner of the 2016 Bonds, (a) the Series 2016 Bonds are payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2016 Bonds in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 p.m. (noon) on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of the Series 2016 Bonds shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 9. SALE OF BONDS. The Series 2016 Bonds shall be sold to the Authority. The City determines that a negotiated sale to the Authority is in the best interest of the City

because the terms offered by the Authority are more favorable than those available from other sources of funding.

Section 10. BOND FORM. The Series 2016 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the City’s Bond Counsel and approved by the officers of the City signing the Series 2016 Bonds:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTIES OF VAN BUREN AND ALLEGAN**

CITY OF SOUTH HAVEN

**SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BONDS,
SERIES 2016**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
	See Schedule I	_____, 2016

Registered Owner: Michigan Finance Authority

Principal Amount:

The City of South Haven, Van Buren and Allegan Counties, Michigan (the “Issuer”), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the sanitary sewer system of the City (the “System”), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the “Net Revenues”), the amounts and on the Dates of Maturity set forth on Schedule I herein, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 201_, and semiannually thereafter on the first day of April and October of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the “Authority”) the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental

Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality.

During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered manuscript bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended and a resolution adopted by the City Council of the Issuer on _____, 2016 (the "Resolution"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating Bond, and is not a general obligation of the Issuer within any constitutional, statutory, or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Resolution. The statutory liens securing any First Lien Bonds (as defined in the Resolution) issued by the Issuer will be first liens that are and shall remain superior to the lien on the Net Revenues securing this Bond and any and any Additional Junior Lien Bonds (as defined in the Resolution). The Bonds of this series shall have equal standing with any Additional Junior Lien Bonds that may be issued pursuant to the Resolution, and additional bonds of superior standing to the bonds

of this series may be issued pursuant to the Resolution. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provided funds to purchase this Bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any constitutional, statutory, or charter limitation.

IN WITNESS WHEREOF, the City of South Haven, Van Buren and Allegan Counties, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the ____ day of _____, 2016.

Robert G. Burr, Mayor

Amanda Morgan, Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

Name of Issuer **CITY OF SOUTH HAVEN**
DEQ Project No: **5602-1**
DEQ Approved Amount:
Loan Amount Forgiven: \$ _____
Loan Amount to be Repaid: \$ _____

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the Issuer is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule that shall be effective upon receipt by the Issuer.

Due Date	Amount of Principal Installment Due
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Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer, which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.50% per annum, payable _____ 1, 20__, and semiannually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

[END OF BOND FORM]

Section 11. AUTHORIZED OFFICER. The Authorized Officer is hereby designated, for and on behalf of the City, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Series 2016 Bonds to the Authority. The Authorized Officer is hereby authorized to execute and deliver the Contract Documents in substantially the form on file with the Clerk, with such changes, additions and completions as are approved by the Authorized Officer. The City hereby approves the Contract Documents in the form presented at this meeting with such changes as are approved by the Authorized Officer. Notwithstanding any other provision of this Resolution, the Authorized Officer is authorized within the limitations of this Resolution to determine the specific interest rate or rates to be borne by the bonds, not exceeding 3.00% per annum, the principal amount, interest payment dates, dates of maturities, and amount of maturities, redemption rights, the title of the Series 2016 Bonds, date of issuance, the amount of the rate covenant in Section 19 and additional bonds test in Section 22, and other terms and conditions relating to the Series 2016 Bonds and the sale thereof provided, however, the last annual principal installment shall not be more than forty years from the date of issuance of the Series 2016 Bonds. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2016 Bonds. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any revenue sharing pledge agreement. The City hereby approves the Revenue Sharing Pledge Agreement in substantially the form presented to this

meeting, with such changes as are approved by the Authorized Officer, and authorizes the Authorized Officer to execute and deliver the Revenue Sharing Pledge Agreement to the Authority if such action is recommended by the City's financial advisor. The Authorized Officer is authorized to execute and file any applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities and any other applications to the Michigan Department of Treasury and to seek any waivers from the Michigan Department of Treasury.

Section 12. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem, and the Clerk or Deputy Clerk of the City, are hereby authorized and directed to sign the Series 2016 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2016 Bonds shall be delivered to the purchaser thereof.

Section 13. RIGHTS OF BONDHOLDERS. The Bondholders representing in the aggregate not less than twenty percent (20%) of the entire amount of Bonds then outstanding may protect and enforce the statutory lien, either at law or in equity, by suit, action, mandamus, or other proceedings, and enforce and compel the performance of all duties of the officials of the City, including the fixing of sufficient rates, the collection of revenues, the proper segregation of revenues and the proper application thereof; provided, however, that such statutory lien shall not be construed to give any Registered Owner of any Bond authority to compel the sale of the System, the revenues of which are pledged thereto.

If there is any default in the payment of the principal of or interest on any of the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of such court, and by and with the approval of such court, to fix and charge rates and collect revenues sufficient to provide for

the payment of any Bonds or other obligations outstanding against the revenues of the System and for the payment of the expenses of operating and maintaining the System and to apply the income and revenues of the System in conformity with the Act and this Resolution.

The owners or Bondholders, from time to time, of the Bonds, shall have all the rights and remedies given by law, and particularly by the Act, for the collection and enforcement of the Bonds and the security therefor.

Section 14. MANAGEMENT OF SYSTEM. Except as provided in this Resolution, the construction, alteration, repair and management of the System shall be under the supervision and control of the Council. The City may employ such persons in such capacities as it deems advisable to carry on the efficient management and operation of the System. The Council may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the System.

Section 15. SUPERVISED BANK ACCOUNTS. The Treasurer of the City shall be custodian of all funds belonging to and/or associated with the System and such funds shall be deposited in a bank or banks, each of which has unimpaired capital and surplus of at least \$2,000,000, or which are each a member of the Federal Deposit Insurance Corporation.

Section 16. FUNDS AND ACCOUNTS. The Treasurer is hereby directed to create and maintain the following funds, which shall be designated as follows, into which the Bond proceeds and the revenues and income from the System shall be deposited, which funds and accounts shall be established and maintained, except as otherwise provided, so long as any of the Bonds hereby authorized remain unpaid.

(a) CONSTRUCTION FUND. The proceeds of the Series 2016 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for

which the Series 2016 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2016 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

(b) RECEIVING FUND. The gross income and revenue of the System shall be set aside into the Receiving Fund. The moneys so deposited are pledged for the purpose of the following funds and accounts and shall be expended and used only in the manner and order as follows:

(i) Operation and Maintenance Fund. The City shall create and maintain the Operation and Maintenance Fund. Prior to the beginning of each fiscal year, the Council shall prepare an annual budget of the System for the ensuing fiscal year. Out of the revenues in the Receiving Fund, there shall be set aside, quarterly and deposited into the Operation and Maintenance Fund a sum sufficient to pay the reasonable and necessary current expenses of administering, operating and maintaining the System for the ensuing three months.

(ii) Redemption Account. The City shall create and maintain the Redemption Account.

(A) First Lien Redemption Account. The First Lien Redemption Account shall be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on First Lien Bonds. After the transfers required above, there shall first be transferred quarterly from the Receiving Fund, and deposited in the First Lien Redemption Account, for payment of principal of and interest on the First Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest due on First

Lien Bonds on the next ensuing interest payment dates plus not less than one-fourth (1/4) of the principal maturing on First Lien Bonds on the next ensuing principal payment dates in each year. The moneys in the First Lien Redemption Account shall be accounted for separately.

(B) Bond Reserve Account. The Bond Reserve Account shall also be established as a subaccount of the Redemption Account. Upon the issuance of any First Lien Bonds, the City shall deposit into the Bond Reserve Account such amounts determined by the City in the resolution authorizing such First Lien Bonds, to be used as provided in the resolution authorizing their issuance. No deposit to the Bond Reserve Account shall be required for the Series 2016 Bonds.

(C) Junior Lien Redemption Account. The Junior Lien Redemption Account shall also be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on the Junior Lien Bonds. After the transfers required above, there shall be transferred quarterly from the Receiving Fund, and deposited in the Junior Lien Redemption Account for payment of principal of and interest on the Junior Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest on Junior Lien Bonds due on the next ensuing interest payment dates plus not less than one-fourth (1/4) of the principal maturing on Junior Lien Bonds on the next ensuing principal payment dates in each year. The monies in the Junior Lien Redemption Account shall be accounted for separately.

(D) Additional Deposits. If for any reason there is a failure to make a required deposit to any of the subaccounts of the Redemption Fund or for any reason there is a deficiency in any of the subaccounts, then an amount equal to the deficiency shall be set aside and deposited in the subaccount from the Net Revenues in the next succeeding period, which amount shall be in addition to the regular deposit required during such succeeding period.

No further payments need be made into a subaccount of the Redemption Fund after the amount accumulated and held in the subaccount is sufficient to pay when due the entire amount of principal and interest that will be payable at the time of maturity or at an earlier redemption date of all the Bonds then remaining outstanding that are payable from the subaccount, or for Bonds that have been defeased as provided in Section 23.

(iii) General Obligation Debt Fund. The G. O. Fund is hereby established. After meeting the requirement of the foregoing funds, there may be transferred quarterly from remaining revenues in the Receiving Fund, or from other available monies, and deposited in the G. O. Fund, such sums as the City Council in its sole discretion determines to be desirable to pay debt service on presently existing or future general obligation bond issues of the City or general obligation contractual obligations of the City incurred or to be incurred for System purposes. This section shall not be construed to create a lien on the Net Revenues in favor of any obligations the debt service on which may be paid from the G. O. Fund from time to time.

(iv) Improvement and Repair Fund. The City hereby establishes the Improvement and Repair Fund, into which there shall be placed, after meeting the requirements of the subsections set forth above, such sums as the Council shall determine to be used by the City for the purpose of acquiring and constructing improvements, additions and extensions to the System and for making repairs and replacements to the System.

(v) Surplus Moneys. All moneys remaining in the Receiving Fund at the end of any operating year after satisfying the above requirements may be transferred to the Redemption Account and its subaccounts and used as authorized in this Resolution or, at the option of the City, transferred to the G. O. Fund or the Improvement and Repair Fund and used

for the purposes for which said funds were established. Provided, however, that if there should be a deficit in the Operation and Maintenance Fund, and any subaccount of the Redemption Account, a bond reserve account or the G. O. Fund on account of defaults in setting aside therein the amounts required in this Resolution, or a future resolution, then the City shall transfer the moneys remaining in the Receiving Fund at the end of any operating year to such funds in the priority and order named, to the extent of such deficits. Available surplus moneys may be used to retire any outstanding obligations of the City incurred for construction, expansion or addition to the System, including additional bonds, the issuance of which is authorized by this Resolution, or if no other disposition has been provided for, such moneys may be used for such other purposes of the System as the Council may deem to be for the best interest of the City.

(vi) Priority of Accounts. In the event the monies in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund or any subaccounts of the Redemption Account, any monies or securities in other funds of the System, except the Construction Fund, shall be credited or transferred, first, to the Operation and Maintenance Fund, second to the First Lien Redemption Account, third to the Junior Lien Redemption Account, and fourth to a bond reserve account, to the extent of any deficit therein.

Section 17. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the City in bonds, notes, bills and certificates of, or guaranteed by, the United States of America, or in interest bearing time deposits or other investments as shall be determined by the City, subject to the provisions of Act 20, Public Acts of Michigan, 1943, as amended, or any statute subsequently adopted regulating investments by the City, and subject to the limitations imposed by arbitrage regulations and Section 148 of the

Code. Profit realized or interest income earned on investment of funds in the various funds and accounts shall be deposited in or credited as received to the Receiving Fund.

Section 18. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution, except monies in the Construction Fund and Redemption Account, which must be kept in a separate account, may be kept in one or more accounts at financial institutions designated by resolution of the City, and if kept in one account, the monies shall be allocated on the books and records of the City in the manner and at the times provided in this Resolution.

Section 19. RATES AND CHARGES. Rates shall be fixed and revised from time to time by the Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the Bonds, reserve, replacement and improvement requirements, if any, and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System, in the current fiscal year equal to at least 100% of the principal maturing and interest payable in the following fiscal year on the then outstanding Junior Lien Bonds and equal to such percentage of the average annual principal and interest thereafter maturing in any fiscal year on the then outstanding First Lien Bonds, if any, as is established by the resolution authorizing the issuance of the First Lien Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement. The rates and charges for all services and

facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all Bonds and interest accruing on all Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 20. NO FREE SERVICE. No free service shall be furnished by the System to the City or to any individual, firm or corporation, public or private, or to any agency or instrumentality.

Section 21. REVENUE BOND COVENANTS. The City covenants and agrees, so long as any of the Bonds hereby authorized remain unpaid, as follows:

(a) It will punctually perform all duties with reference to the System and comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b) It will not sell, lease, mortgage or in any manner dispose of the System, or any substantial part of it, until all Bonds payable from the revenues of the System shall have been paid in full, defeased, or provision has been made or agreement entered into for the payment of such Bonds. The City is explicitly authorized to enter into arrangements, including a lease of the system, with a regional authority in which the City is a participant if such arrangements require the authority to provide funds to make payments sufficient to pay the debt service on any of the bonds affected by the arrangement.

(c) It will cause an annual review of rates and charges to be made and based thereon will adjust such rates and charges to provide the amounts required by this Resolution.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs, will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared, and will furnish a Bondholder a copy of such report upon written request.

(e) It will prepare, keep and file such records, statements and accounts as may be required by law and that, if required by law, it will file a report with the Michigan Department of Treasury, not later than one hundred and eighty (180) days after the close of the fiscal year, on forms prepared by the Department of Treasury, completely setting forth the financial operation for such fiscal year of the System in accordance with the accounting method of the municipality.

(f) It will maintain and carry insurance on all physical properties of the System, for the benefit of the Bondholders, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling Bonds.

(g) It hereby pledges, from other funds of the City available for such purpose, such moneys as may be necessary on an annual basis to maintain the requirements of the following Section for the issuance of additional bonds.

Section 22. ADDITIONAL BONDS. Additional Bonds of equal standing with the Series 2016 Bonds may be issued in an amount of not to exceed 10% of the Bonds authorized herein, as may be necessary to complete construction of the Improvements. Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds may be issued for repair, replacement, improvement or extension of the System, and to refund all or a portion of

Bonds and paying the costs of issuing the Additional First Lien Bonds, but only if the average Adjusted Net Revenues for the last two completed operating years, or the Adjusted Net Revenues for the last completed operating year if the same shall be lower than the average, shall be equal to at least 100% of the average annual principal and interest thereafter maturing in any operating year on the then outstanding First Lien Bonds and the Additional First Lien Bonds then being issued. In addition, Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds may be issued to refund all or a portion of outstanding First Lien Bonds if the refunding would provide a net present value debt service savings to the City. If the Additional First Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional First Lien Bonds. Junior Lien Bonds may be issued in the discretion of the City.

Additional Junior Lien Bonds of equal standing and priority any outstanding Junior Lien Bonds may be issued for repair, replacement, improvement or extension of the System and to refund all or a portion of Bonds and paying the costs of issuing the Additional Junior Lien Bonds, but only if the average Adjusted Net Revenues for the last two completed operating years, or the Adjusted Net Revenues for the last completed operating year if the same shall be lower than the average, shall be equal to at least 100% of the average annual principal and interest thereafter maturing in any operating year on the then outstanding Bonds and the Additional Junior Lien Bonds then being issued. If the Additional Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for

each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Junior Lien Bonds.

Any additional Bonds shall be subject to the various funds herein established, and all revenue from any such extension or replacement constructed by the proceeds of any additional Bonds shall be paid into the Receiving Fund.

Section 23. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the Bonds, shall be deposited in trust, this Resolution shall be defeased with respect to such Bonds (the “Defeased Bonds”), and the owners of the Defeased Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Resolution.

Section 24. FISCAL YEAR OF SYSTEM. The fiscal year for operating the System shall coincide with the fiscal year of the City.

Section 25. CONTRACT WITH BONDHOLDERS. The provisions of this Resolution shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Bonds, no change, variation or alteration of the provisions of this Resolution may be made that would lessen the security for the Bonds. The provisions of

this Resolution shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 26. INTERNAL REVENUE CODE. The City has consulted with its attorney and understands that the Code contains certain requirements on (i) the expenditure of proceeds from the sale of the Series 2016 Bonds, (ii) the investment of the proceeds from the issuance of the Series 2016 Bonds and (iii) the rebate of interest earned on the investment of the proceeds of the Series 2016 Bonds under certain circumstances. The City hereby covenants to comply with such requirements.

Section 27. PUBLICATION AND RECORDATION. This Resolution shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the Clerk.

Section 28. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

Section 29. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 30. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 31. CONFLICT. All Resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing

shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

Section 32. EFFECTIVE DATE OF RESOLUTION. Pursuant to Section 6 of the Act, this Resolution shall be approved on the date of first reading and this Resolution shall be effective immediately upon its adoption.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

Travis Sullivan, Clerk

CERTIFICATION

I, Amanda Morgan, the duly qualified and acting Clerk of the City of South Haven, Van Buren and Allegan Counties, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on _____, 2016, and that notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2016

Travis Sullivan, Clerk



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
Linda Anderson, Zoning Administrator
Bill Hunter, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: August 15, 2016

RE: License Agreement, 34 Grand Boulevard

Background Information

The City has been approached by Philip D. Hogg and Margaret E. (Peggy) Murnighan, the owners of 34 Grand Boulevard. Phil and Peggy purchased this property in 2010 and use it as a year round residence. The attached topographic survey illustrates the relation of the subject property to the City's road right-of-ways adjacent to the parcel. There are a variety of structures that have been constructed within the road right-of-way including a concrete retaining wall, concrete walkway, stairs, and a portion of the single family residential structure.

Phil and Peggy would like to make improvements to the residential structure. The primary improvements include replacing the foundation of the home. This includes portions of the structure that are within the Chicago Boulevard right-of-way. The home currently has a man door located on the lower level which exits onto Chicago Boulevard. The plan is to remove and replace a portion of the retaining wall to permit a 16' wide overhead garage door to be installed in the foundation wall facing Chicago Boulevard and relocate the man door to exit the west side of the foundation wall. The lower level will then be converted into garage space to permit off street parking for up to two vehicles. This will be an improvement for this lot since it currently does not have any available off street parking. Additionally, the northeast corner of the home is currently set back two (2) feet from the property line and is non-conforming. The owners plan to demolish a portion of the structure and reconstruct it to conform to the current setback requirement of 3 feet.

Staff has drafted a License Agreement for this property for consideration by the property owners and Council. The form of the agreement is the standard form utilized by the City for this type of right-of-way use.

Memorandum

August 15, 2016

License Agreement, 34 Grand Boulevard

Page 2 of 2

Photo of South Side of 34 Grand Boulevard:



Recommendation

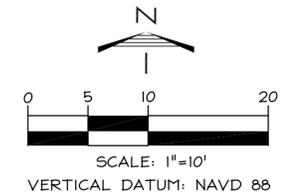
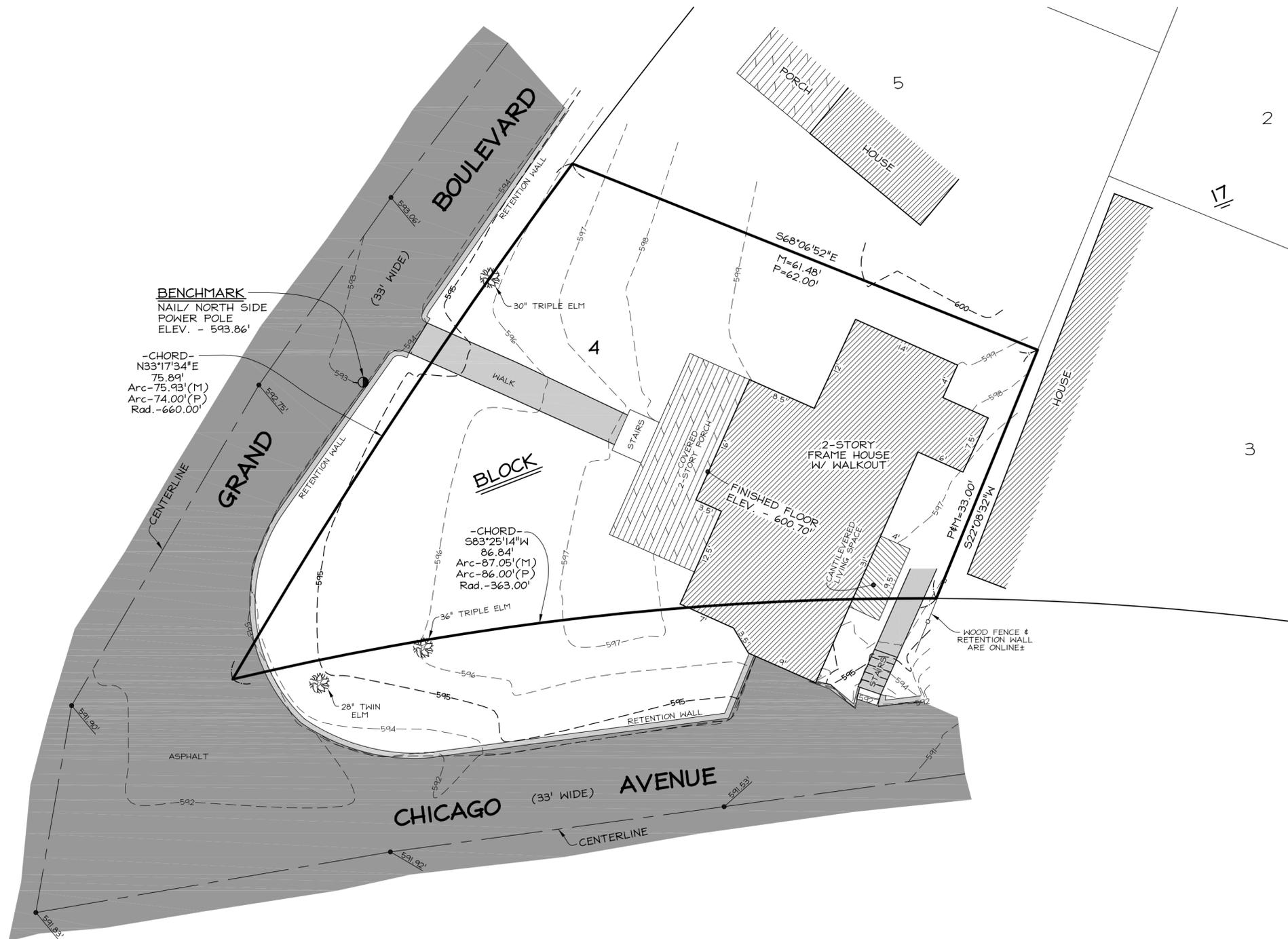
Council should review the license agreement at their August 15, 2016 regular meeting. Once approved by Council, staff will work to collect the necessary signatures and ensure that appropriate insurance is being provided as required by the agreement. The property owners will be permitted to begin construction in the fall, provided that all appropriate permits are granted by the Building Department.

Attachments

- Draft License Agreement
- Topographic Survey
- Preliminary Foundation Plan
- Proposed Retaining Wall Plan

TOPOGRAPHIC SURVEY

LOT 4, BLOCK 17, MONROE PARK SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, BEING A PART OF BLOCK 12, DYCKMAN AND WOODMAN'S ADDITION TO THE VILLAGE (NOW CITY) OF SOUTH HAVEN, ACCORDING TO THE RECORDED PLAT THEREOF.



LEGEND

- P - PLATTED
- M - MEASURED
- ⊙ - POWER POLE
- 🌳 - DECIDUOUS TREE

NOTE:
1.) BEARINGS ARE REFERENCED TO PREVIOUS SURVEYS IN THE AREA.

PREPARED FOR:

PHIL HOGG

PREPARED BY:

MITCHELL & MORSE LAND SURVEYING
A DIVISION OF MITCHELL SURVEYS, INC.
234 VETERANS BLVD.
SOUTH HAVEN, MICHIGAN 49090

PHONE (269) 637-1107 FAX (269) 637-1907

PROJECT NO. 16-103 DATE 1-28-16

BOOK 26 PAGE 399 REVISION _____

DRAWN BY J. MITCHELL SHEET 1 OF 1



**LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND
PHILIP D. HOGG AND MARGARET E. MURNIGHAN**

This Agreement is made between the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, Michigan 49090-1499 (the "City"), and Philip D. Hogg and Margaret E. Murnighan, husband and wife, whose address is 34 Grand Boulevard, South Haven, Michigan 49090 (the "Leaseholder") with respect to the following facts and circumstances.

RECITALS

A. Grand Boulevard and Chicago Avenue are public streets within the corporate limits of the City of South Haven. These streets were laid out with Monroe Park, according to the plat thereof as recorded in Liber 1 of Plats, page 75, Van Buren County Records. Streets within Monroe Park were dedicated to the City in 1911 by owners of property in the Monroe Park Subdivision via a document recorded in Liber 145, Page 375 of the Official Records of Van Buren County.

B. Leaseholder has a leasehold interest in a building and land commonly known as 34 Grand Boulevard, South Haven, Michigan ("Leaseholder's Parcel"), which is used as a single family residence. Leaseholder's Parcel has frontage on Grand Boulevard and Chicago Avenue.

C. Leaseholder desires to make or to continue the use of certain additions and improvements to the building on the Leaseholder's Parcel which additions and improvements would encroach upon the right-of-way of Grand Boulevard and Chicago Drive.

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

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

1. License. The City licenses the use to the Leaseholder and the Leaseholder accepts the License from the City for the use of the premises located in the City of South Haven, Van Buren County, Michigan described in attached Exhibit A (the "Licensed Area").

2. Term. The term of this License shall commence on September 1, 2016 and will terminate at midnight on August 31, 2036 unless earlier terminated or revoked as provided below.

3. Use. The Licensed Area shall be used by the Leaseholder to erect and/or to continue the location of the additions and improvements to the building on the Leaseholder's Parcel described as: concrete retaining walls, concrete steps, portions of a single family residence, and landscaping. The Leaseholder will use the Licensed Area in a clean, wholesome and lawful manner.

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

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

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

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

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

9. Improvements, Restoration, Construction Liens. No improvements shall be made to the Licensed Area unless the City has approved such improvements prior to the performance of work by the Leaseholder or by a contractor approved in writing by the City.

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

10. Public Liability and Indemnity. The Leaseholder shall carry fire and casualty insurance with an extended coverage endorsement on any improvements placed on or constructed by Leaseholder on the Licensed Area equal in amount to the full insurable value of the improvements required to be insured under this Agreement. The Leaseholder shall indemnify and hold harmless the City and its elected and appointed officials, employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, omission, occupancy or negligence by or of the Leaseholder and any of his agents, servants, visitors, licensees or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the Leaseholder, on a timely notice from the City shall resist or defend such action or proceeding by counsel employed by the Leaseholder which shall include the taking of all permissible appeals, unless full release of the City and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Leaseholder or Leaseholder's insurance carrier.

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

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

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

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

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

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

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

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

D. At the option of the City upon sixty (60) days prior written notice given by the City to the Leaseholder. Further, the City may terminate this License immediately upon verbal or written notice to Leaseholder, where the City determines that the use of the Licensed Area has

become a hazard or presents an imminent risk or danger to the public health, safety and welfare.

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

F. 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 Area.

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

15. Leaseholder's Acknowledgements. Leaseholder acknowledges and agrees that the City is the Owner of the Licensed Area, that the License granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Leaseholder's use under this License may not interfere with the public's rights to the reasonable use of the Licensed Area. Leaseholder further acknowledges that its use of the Licensed Area does not constitute any title, claim of right, or other interest in the Licensed Area.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this _____ day of _____, 2016.

CITY OF SOUTH HAVEN

LEASEHOLDER

By: _____
Robert Burr, Mayor

By: _____
Philip D. Hogg

By: _____
Travis Sullivan, Clerk

By: _____
Margaret E. Murnighan

Exhibit A – Licensed Area

Part of Chicago Avenue described as: Commencing at the Southeasterly corner of Lot 4, Block 17, Monroe Park; thence South 22°08'32" West a distance of 14.19 feet; thence South 84°21'33" West a distance of 30.90'; thence Southwest a distance of 26.73 feet along a 348.50 foot radius curve to the left, the long chord of which bears South 82°09'43" West 26.72 feet; thence Northwest a distance of 24.82 feet along a 19.00 foot radius curve to the right, the long chord of which bears North 62°36'25" West 23.10 feet to a point on the southerly line of said Lot 4, Block 17 lying 3.29 feet Northeasterly of the Southwest corner of said Lot 4, Block 17; thence Northeasterly a distance of 83.77 feet along a 363.00 foot radius curve to the right and the Southerly line of said Lot 4, Block 17 to the Southeasterly corner of said Lot 4, Block 17 and the point of beginning.

Part of Grand Boulevard described as: Commencing at the Northwesterly corner of Lot 4, Block 17, Monroe Park; thence Southwest a distance of 71.72 feet along a 660 foot radius curve to the left and the Westerly line of said Lot 4, Block 17 to a point lying 4.21 feet Northeasterly of the Southwest corner of said Lot 4, Block 17; thence Northeast a distance of 15.73 feet along a 19.00 foot radius curve to the right, the long chord of which bears North 07°51'33" E 15.29 feet; thence Northeast a distance of 56.68 feet along a 666.00 foot radius curve to the right, the long chord of which bears North 34°00'56" East 56.66 feet; thence South 68°06'52" East a distance of 6.20 feet to the Northwesterly corner of said Lot 4, Block 17 and the point of beginning.