

City Council

Regular Meeting Agenda

Monday, November 7, 2016
7:00 p.m., Council Chambers



1. Call to Order
2. Invocation – Reverend Eric Jarvis – First Assembly of God
3. National Hospice and Palliative Care Month Proclamation
4. Roll Call
5. Approval of Agenda
6. **Consent Agenda: Items A through J (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 October 17, 2016.
 - B. Council will be asked to approve invoices totaling \$1,860,969.92 for the period ending November 6, 2016 to be approved and forwarded to the Clerk and Treasurer for payment.
 - C. Council will be asked to award a contract to Milbocker and Sons, Inc. in the amount of \$23,938.50 for installation of electric conduit on North Shore Drive.
 - D. Council will be asked to approve Change Order #1 for the Peterson Ravine Manhole Rehabilitation Contract in the amount of \$6,400.00.
 - E. Council will be asked to approve Change Orders #1-3 for the Dunkley Avenue Site Cleanup Contract in the amount of \$33,320.
 - F. Council will be asked to approve a license agreement with John and Cora Rubitschun of 104 Orchard, South Haven MI, 49090 for the sole purpose of installing a private fence, as depicted in Exhibit A of the license agreement, within the City right-of-way, and authorizing the Mayor and City Clerk to execute the necessary documents.
 - G. Council will be asked to approve a proposal from Edgewater Resources to assist the City of South Haven in establishing a vision for the City-owned property along the South Haven Lakeshore from Erie Street to south of the blue stairs.
 - H. Council will be asked to approve an MDOT performance resolution, a resolution which allows the City of South Haven to seek the annual MDOT Application and Permit for operations within the State Highway Right-of-Way.
 - I. Council will be asked to approve a temporary sign request from We Care, Inc., and D.A.S.H., to be located on the front lawn at City Hall from November 11, 2016 to November 26, 2016.
 - J. Council will be asked to accept the following meeting minutes:
 - 1) July 16, 2016 Bailey Museum meeting minutes;
 - 2) July 25, 2016 Zoning Board of Appeals minutes;

- 3) August 29, 2016 Board of Public Utilities minutes;
- 4) September 6, 2016 South Haven Area Recreation Authority minutes;
- 5) September 13, 2016 Parks Commission minutes;
- 6) September 14, 2016 Construction Board of Appeals minutes;
- 7) September 16, 2016 Bailey Museum 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

8. Council will be asked to approve Special Event 2016-44, the Christmas Parade sponsored by D.A.S.H. and We Care, Inc., to be held on November 25, 2016 on the front lawn of City Hall and/or Dyckman Park directly across the street, and along various downtown streets, from 4:30 p.m. until 7:30 p.m.
9. Council will be asked to introduce a public hearing at their first opportunity and adopt the amendment to Zoning Ordinance section 1901 at the following meeting.
10. Council will be asked to approve Resolution 2016-85, a resolution approving a financing contract between the city and DDA, to provide assistance with the city's water/sewer capital improvement projects.
11. Council will be asked to approve Resolution 2016-86, a resolution to approve a detachment agreement, with South Haven Charter Township, and detachment of property from the City's jurisdiction.
12. Council will be asked to approve Resolution 2016-87, a resolution approving and authorizing the Mayor and City Clerk to sign the South Haven Area Water-Sewer Authority contract.
13. Council will be asked to take the following actions related to the proposed Homebuyer Purchase Rehabilitation Program:
 - A. Council will be asked to open a public hearing and receive comment regarding the submission of a Request for Proposal and an application to the Michigan State Housing Development Authority for HOME funds for the Homebuyer Purchase Rehabilitation Program.
 - B. Council will also be asked to approve Resolution 2016-88, a resolution authorizing the City Manager to submit a Request for Proposal and an application to the Michigan State Housing Development Authority for the Homebuyer Purchase Rehabilitation Program.
14. Council will be asked to approve Resolution 2016-89, a resolution setting the seasonal and transient slip rates at South Haven Municipal Marinas.
15. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda

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.

16. City Manager's Comments

17. Mayor and Councilperson's Comments

18. Adjourn

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", written over a horizontal line.

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, October 17, 2016
7:00 p.m., Council Chambers



1. **Call to Order by Mayor Bur at 7:00 p.m.**
2. **Invocation – Reverend Jeffrey Dick – 1st Congregational Church**
3. **Proclamation for Mr. Ed Appleyard, Historical Association of South Haven**
4. **Proclamation for Mr. Jim Ollgaard, Historical Association of South Haven**
5. **Roll Call**

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

Absent: None

6. **Approval of Agenda**

Moved by Kozlik-Wall, seconded by Smith, to approve the agenda.

Voted Yes: All. Motion carried.

7. **City Council will receive an update from South Haven Health System on their affiliation proposal.**

Executive Vice President and CFO Mark Gross presented the Council with an update on the South Haven Health System affiliation proposal.

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

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

- A. Council will be asked to approve the regular City Council minutes for October 3, 2016.
- B. Council will be asked to approve invoices totaling \$3,887,048.04 for the period ending October 16, 2016 to be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve the payments for bond issuance costs to Standard & Poor's Global Ratings in the amount of \$26,550.00.
- D. Council will be asked to approve the transfer of \$35,000 in South Haven Area Parks funds to the South Haven Area Recreation Authority.
- E. Council will be asked to accept the following meeting minutes:
 - 1) July 27, 2016 Construction Board of Appeals minutes;
 - 2) August 3, 2016 Downtown Development Authority minutes;

- 3) September 6, 2016 South Haven Area Recreation Authority special meeting minutes;
- 4) September 8, 2016 Planning Commission minutes;
- 5) September 19, 2016 Local Development Finance Authority minutes

Voted Yes: All. Motion carried.

OLD BUSINESS

9. Council will be asked to consider a motion to adopt an ordinance amendment which, if approved, would allow for the continued operation of off road vehicles (ORV) on public streets.

Dorothy Appleyard, 806 Wilson St., asked for clarification regarding which specific vehicles the ordinance applies to. City Manager Brian Dissette responded.

Moved by Kozlik-Wall, seconded by Smith, to adopt an ordinance amendment which would allow for the continued operation of off road vehicles (ORV) on public streets.

Voted Yes: All. Motion carried.

NEW BUSINESS

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

11. City Manager's Comments

City Manager Dissette gave an update on the tailgate talks regarding capital improvement projects, and directed residents to the updates housed on the City's website.

12. Mayor and Councilperson's Comments

Councilmember Kozlik-Wall reminded about the Harvest Festival, to take place the weekend of October 21, 2016. Ms. Kozlik-Wall also reminded residents to place leaves on the parkway, not in the road, in order to avoid clogging storm drains.

Councilmember Schlack wished everyone a happy Halloween.

Councilmember Smith commended the folks working on the Monroe Boulevard project. Mr. Smith also reminded about the football game on Friday night (October 21, 2016). Mr. Smith also asked what residents in construction areas should do with their leaves. City Manager Dissette responded, informing that both Monroe Boulevard and Kalamazoo Street are restored daily, allowing vehicles to get in.

Councilmember Klavins congratulate the South Haven High School band on a recent accomplishment.

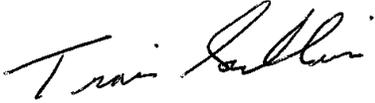
13. Adjourn

Moved by Gruber, seconded by Klavins, to adjourn the meeting.

City of South Haven
Regular Meeting Council Minutes
City Hall, Council Chambers
7:00 p.m., Monday, October 17, 2016

Voted Yes: All. Motion carried, meeting adjourned at 7:28 p.m.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Travis Sullivan". The signature is written in a cursive, flowing style.

Travis Sullivan
City Clerk

**CITY OF SOUTH HAVEN
NOVEMBER 7, 2016**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 98,729.05	\$ 44,534.70	\$ 143,263.75
202-MAJOR STREET FUND	\$ 347.95	\$ 591.95	\$ 939.90
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 62.54	\$ 45,136.25	\$ 45,198.79
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ 23.86	\$ -	\$ 23.86
251-LDFA #1	\$ 8,075.00	\$ -	\$ 8,075.00
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ 387.00	\$ -	\$ 387.00
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ -	\$ -	\$ -
370- BUILDING AUTHORITY #2	\$ 500.00	\$ -	\$ 500.00
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ 500.00	\$ -	\$ 500.00
401-CAPITAL PROJECTS	\$ -	\$ 21,355.35	\$ 21,355.35
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
498-BUILDINGS/ADDITIONS IMPR	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 68.85	\$ 8,800.50	\$ 8,869.35
577-BEACH FUND	\$ 228.46	\$ -	\$ 228.46
582-ELECTRIC FUND	\$ 1,175,824.53	\$ 39,323.98	\$ 1,215,148.51
591-WATER FUND	\$ 9,918.20	\$ 67,055.67	\$ 76,973.87
592-SEWER FUND	\$ 3,952.56	\$ 198,281.63	\$ 202,234.19
594-MUNICIPAL MARINA	\$ 2,306.26	\$ 24,009.97	\$ 26,316.23
636-INFORMATION SERVICES	\$ 128.07	\$ 11,987.81	\$ 12,115.88
661-MOTOR POOL	\$ 2,907.66	\$ 9,459.18	\$ 12,366.84
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 51,472.94	\$ -	\$ 51,472.94
718-TRUST & AGENCY	\$ 35,000.00	\$ -	\$ 35,000.00
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 1,390,432.93	\$ 470,536.99	\$ 1,860,969.92

11/02/2016 11:52 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 10/14/2016 - 10/14/2016

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
10/14/2016	1	111 (E)	000087	AMERICAN ELECTRIC POWER	ELECTRIC USAGE	1,170,363.36
10/14/2016	1	55688	002696	TWIXWOOD NURSERY, LLC	FLOWERS	80.85

1 TOTALS:

Total of 2 Disbursements:

1,170,444.21

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
10/21/2016	1	55689	000043	AIRGAS USA, LLC	CYLINDER RENTAL	0.00 V
10/21/2016	1	55690	003383	APPLIED IMAGING	MONTHLY CONTRACT 10/08 - 11/07/16	0.00 V
10/21/2016	1	55691	003334	BASIC CORPORATE	ADMINISTRATON FEES - OCT - DEC 2016	0.00 V
10/21/2016	1	55692	UB REFUND	BLACK, SANDRA M	UB refund for account: 20362000	0.00 V
10/21/2016	1	55693	000337	BRONSINK & BOS EQUIPMENT	SUPPLIES	149.84
10/21/2016	1	55694	000345	JOHN BRUSH BUILDERS INC	INSPECT 707 PHILLIPS ST FOR CBA	250.00
10/21/2016	1	55695	000430	CENTURY LINK	LONG DISTANCE	75.10
10/21/2016	1	55696	000471	CITY PLUMBING & HEATING CO	PREVENTIVE MAINTENANCE - DPW	277.75
10/21/2016	1	55697	003213	DALE CLAYTON	MILEAGE & MEAL REIMBURSEMENT	76.86
10/21/2016	1	55698	000514	CONSTRUCTION ASSOCIATES INC	BUILDING INSPECTIONS	2,622.56
10/21/2016	1	55699	UB REFUND	COTONE, CHARLES J	UB refund for account: 40269007	148.08
10/21/2016	1	55700	UB REFUND	CRENSHAW, FANNIE MAE	UB refund for account: 10913000	173.43
10/21/2016	1	55701	003378	CULLIGAN WATER OF ALLEGAN	BOTTLED WATER	53.00
10/21/2016	1	55702	003127	ADAM DEBOER	CLOTHING REIMBURSEMENT	104.82
10/21/2016	1	55703	UB REFUND	DOTSON, LISA L	UB refund for account: 20143001	631.37
10/21/2016	1	55704	000718	ELECSYS INTERNATIONAL CORP	MONTHLY MAINTENANCE	267.00
10/21/2016	1	55705	000843	FRONTIER COMMUNICATIONS	TELEPHONE 269-637-3251-010165-5	92.60
					TELEPHONE 616-040-1864-120202-5	29.28
					TELEPHONE 269-637-5493-070711-5	127.51
					TELEPHONE 269-637-5084-060311-5	280.35
					TELEPHONE 269-639-8034-092904-5	41.55
						<u>571.29</u>
10/21/2016	1	55706	003466	THE GARLAND COMPANY, INC.	SUPPLIES	697.38
					SUPPLIES	348.69
						<u>1,046.07</u>
10/21/2016	1	55707	000902	GOLDEN BROWN BAKERY INC	MUFFINS	21.00
10/21/2016	1	55708	001120	HYDRO DESIGNS INC	CROSS CONNECTION CONTROL PROGRAM	995.00
10/21/2016	1	55709	001141	INDIANA MICHIGAN POWER	COVERT ELECTRIC 044-832-292-1-9	34.80
					COVERT ELECTRIC 040-008-013-1-8	31.44
						<u>66.24</u>
10/21/2016	1	55710	MISC	JOHN T. MCNEIL	LEGAL SERVICES - LDFA	75.00
10/21/2016	1	55711	001343	LAKESHORE PAINT & ARTWORKS	PARKS SUPPLIES	57.50
					PARKS SUPPLIES	28.75
					PARKS SUPPLIES	28.75
						<u>115.00</u>
10/21/2016	1	55712	001373	LAWN BOYS INC	FERTILIZATION	55.00
10/21/2016	1	55713	001544	MENARDS	MAINTENANCE SUPPLIES	97.54
					MAINTENANCE SUPPLIES	33.92
					MAINTENANCE SUPPLIES	97.89
					MAINTENANCE SUPPLIES	49.80
					MAINTENANCE SUPPLIES	13.47
					MAINTENANCE SUPPLIES	28.57
					MAINTENANCE SUPPLIES	30.12
					MAINTENANCE SUPPLIES	66.32
					MAINTENANCE SUPPLIES	8.46
					MAINTENANCE SUPPLIES	5.29
					MAINTENANCE SUPPLIES	8.88

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/21/2016	1	55731	002726	US BANK	PAYING AGENT FEE Paying Agent Fee	500.00 500.00 <u>1,000.00</u>
10/21/2016	1	55732	003355	KEVIN VANBRUSSEL	MEAL & FUEL REIMBURSEMENT	35.89
10/21/2016	1	55733	002792	VERIZON WIRELESS	CELL PHONES 542074882-00001 CELL PHONES 486573081-00002 CELL PHONES 486573081-00001 CELL PHONES 742053338-00001 CELL PHONES 886568152-00001	72.70 38.01 798.11 385.87 849.46 <u>2,144.15</u>
10/21/2016	1	55734	002822	WAGNER'S PLUMBING & HEATING	INSTALL WATER METER	325.71
10/21/2016	1	55735	002883	WEST MICHIGAN DOCUMENT	SHREDDING SERVICE SHREDDING SERVICE	65.00 65.00 <u>130.00</u>
10/21/2016	1	55736	UB REFUND	WILEY, CAROL L	UB refund for account: 40225005	356.72
10/21/2016	1	55737	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	19.98 99.99 44.64 3.49 8.18 30.00 5.98 13.99 4.29 4.49 6.99 3.29 5.50 14.98 8.00 <u>273.79</u>
10/21/2016	1	55738	000043	AIRGAS USA, LLC	CYLINDER RENTAL	54.19
10/21/2016	1	55739	003383	APPLIED IMAGING	MONTHLY CONTRACT 10/08 - 11/07/16	34.30
10/21/2016	1	55740	003334	BASIC CORPORATE	ADMINISTRATON FEES - OCT - DEC 2016	154.05
10/21/2016	1	55741	UB REFUND	BLACK, SANDRA M	UB refund for account: 20362000	39.23
10/25/2016	1	55742	MISC	DIMAGGIO'S PIZZA	FOOD FOR TRAINING	310.74
10/25/2016	1	55743	001329	LAKE MICHIGAN COLLEGE	PROPERTY TAX COLLECTIONS PROPERTY TAX COLLECTIONS	3,144.23 89.94 <u>3,234.17</u>
10/25/2016	1	55744	002410	SOUTH HAVEN MEMORIAL LIBRARY	PROPERTY TAX COLLECTION PROPERTY TAX COLLECTION	1,016.84 29.13 <u>1,045.97</u>
10/25/2016	1	55745	002415	SOUTH HAVEN PUBLIC SCHOOLS	PROPERTY TAX COLLECTION PROPERTY TAX COLLECTION	28,991.58 241.86 <u>29,233.44</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/25/2016	1	55746	002757	VAN BUREN COUNTY TREASURER	PROPERTY TAX COLLECTION	17,734.05
					PROPERTY TAX COLLECTION	225.31
						<u>17,959.36</u>
10/26/2016	1	55747	003483	LUKELA GROUP LLC	TRANSFER SPX SECURITY DEPOSIT FOR 220 AY	8,000.00
10/28/2016	1	55748	003479	HERALD & GRACE BORGFJORD	REFUND RIGHT OF WAY DEPOSIT - 302 MICHIG	300.00
10/28/2016	1	55749	000247	BENTLEY SYSTEMS INC	MICROSTATION QTL 07/01 - 09/30/16	837.50
10/28/2016	1	55750	000346	BRUSH ENTERPRISES	REPAIRS	413.80
10/28/2016	1	55751	000418	CDW GOVERNMENT INC	SWITCHES	104.22
					BATTERY PACK	27.47
						<u>131.69</u>
10/28/2016	1	55752	000453	CHIEF/LAW ENFORCEMENT SUPPLY	PATROL JACKET	245.78
10/28/2016	1	55753	000471	CITY PLUMBING & HEATING CO	MAINTENANCE AGREEMENT - CITY HALL SEPTEM	1,030.00
					MAINTENANCE AGREEMENT - PSB SEPTEMBER 20	1,982.00
					MAINTENANCE - 720 LAGRANGE ST	442.50
						<u>3,454.50</u>
10/28/2016	1	55754	000484	COASTAL LANDSCAPING INC	RAILING FOR STEPS - CITY HALL	1,412.00
10/28/2016	1	55755	003180	COPS HEALTH TRUST	INSURANCE	1,896.27
10/28/2016	1	55756	003127	ADAM DEBOER	FUEL REIMBURSEMENT	25.00
10/28/2016	1	55757	000624	DELTA DENTAL	INSURANCE	5,509.47
10/28/2016	1	55758	000843	FRONTIER COMMUNICATIONS	TELEPHONE 269-637-8578-032095-5	55.10
					TELEPHONE 616-040-3325-112972-5	58.57
					TELEPHONE 269-639-3050-082313-5	642.17
					TELEPHONE 269-637-3376-081214-5	55.71
					TELEPHONE 269-637-2877-050814-5	65.29
					TELEPHONE 269-637-9127-080204-5	84.27
					TELEPHONE 616-001-2946-100103-5	74.32
					TELEPHONE 616-040-6480-021893-5	26.34
					TELEPHONE 269-639-2048-112509-5	47.14
					TELEPHONE 269-637-0261-052112-5	154.06
					TELEPHONE 269-639-9531-040500-5	111.74
					TELEPHONE 231-189-0674-032599-5	2,385.45
						<u>3,760.16</u>
10/28/2016	1	55759	000847	FUEL MANAGEMENT SYSTEM	FUEL	3,698.60
10/28/2016	1	55760	000872	GEMPLER'S	GLOVES & PANTS	172.25
					SUPPLIES	127.45
						<u>299.70</u>
10/28/2016	1	55761	000902	GOLDEN BROWN BAKERY INC	DONUTS	46.40
					DONUTS	12.60
						<u>59.00</u>
10/28/2016	1	55762	000913	GRAINGER	MAINTENANCE SUPPLIES	313.72
10/28/2016	1	55763	001086	HOME CITY ICE COMPANY, THE	ICE AT MARINA	993.60
10/28/2016	1	55764	001134	IDEXX DISTRIBUTION INC	SUPPLIES	146.56
10/28/2016	1	55765	003482	CORY KING	MILEAGE REIMBURSEMENT	26.46
10/28/2016	1	55766	001288	KONE INC	ELEVATOR MAINTENANCE - CITY HALL	287.19
10/28/2016	1	55767	003484	LEXISNEXIS RISK SOLUTIONS	IYE TEK ANNUAL MAINTENANCE FEE	1,860.30
10/28/2016	1	55768	001405	LINCOLN NATIONAL LIFE INS CO	INSURANCE	3,474.58

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/28/2016	1	55769	001544	MENARDS	MAINTENANCE SUPPLIES	18.79
					MAINTENANCE SUPPLIES	100.97
					MAINTENANCE SUPPLIES	178.00
					MAINTENANCE SUPPLIES	126.41
					MAINTENANCE SUPPLIES	64.70
					MAINTENANCE SUPPLIES	17.76
					MAINTENANCE SUPPLIES	17.88
					MAINTENANCE SUPPLIES	27.97
					MAINTENANCE SUPPLIES	33.26
					MAINTENANCE SUPPLIES	19.19
						<u>604.93</u>
10/28/2016	1	55770	001582	MICHIGAN ASSOC OF CHIEFS OF POLICE	MEMBERSHIP DUES - N THOMPSON	100.00
10/28/2016	1	55771	001618	MICHIGAN MUNICIPAL ELECTRIC	FALL CONFERENCE REGISTRATION	250.00
10/28/2016	1	55772	001848	NORTH SHORE PEST CONTROL INC	PEST CONTROL	45.00
10/28/2016	1	55773	003034	NORTH SIDE MEMORIES	FOOD	0.00
10/28/2016	1	55774	001853	NORTHERN FIRST AID	FIRST AID SUPPLIES - DPW	181.21
10/28/2016	1	55775	001948	PAT'S PRONTO PRINT	LAMINATIONS	54.00
10/28/2016	1	55776	001965	PEERLESS MIDWEST INC	ANNUAL PUMP PERFORMANCE TESTING & SERVIC	4,316.00
10/28/2016	1	55777	003165	JAMES PEZZUTO	MILEAGE REIMBURSEMENT	216.00
10/28/2016	1	55778	MISC	RADIOTRONICS, INC.	SUPPLIES	291.20
10/28/2016	1	55779	003464	RESURRECTION LIFE MINISTRIES	MIDNIGHT BASKETBALL PROGRAM	1,900.00
10/28/2016	1	55780	002155	RIDGE AND KRAMER AUTO PARTS	MAINTENANCE SUPPLIES	175.55
					CREDIT MEMO	(51.12)
					MAINTENANCE SUPPLIES	(84.37)
						<u>40.06</u>
10/28/2016	1	55781	MISC	SCALETRON INDUSTRIES	MAINTENANCE SUPPLIES	83.45
10/28/2016	1	55782	002328	SIMPLEXGRINNELL	TURN OFF & RESTART FIRE PROTECTION SYSTE	456.00
10/28/2016	1	55783	002386	SOUTH HAVEN AREA CHAMBER	SUMMIT 2016 REGISTRATION	240.00
10/28/2016	1	55784	003132	SOUTH HAVEN HEALTH SYSTEM	PHYSICALS	747.00
					LAB SERVICES	40.00
						<u>787.00</u>
10/28/2016	1	55785	002478	STAPLES ADVANTAGE	SUPPLIES	732.66
					SUPPLIES	187.37
						<u>920.03</u>
10/28/2016	1	55786	003258	STATE OF MICHIGAN	NOTARY APPLICATION FOR CORY KING	10.00
10/28/2016	1	55787	003191	WILL SWAN	MILEAGE REIMBURSEMENT	10.26
10/28/2016	1	55788	003327	UNITED HEALTHCARE INSURANCE CO	HEALTH INSURANCE PREMIUMS	60,054.52
10/28/2016	1	55789	002724	UPS STORE #5080	SHIPPING FEE	12.39
					SHIPPING FEE	22.51
					SHIPPING FEE	9.28
					SHIPPING FEE	81.48
						<u>125.66</u>
10/28/2016	1	55790	002755	VAN BUREN COUNTY ROAD COMM	ROAD RATINGS PROJECT	267.10
10/28/2016	1	55791	002777	VANDERZEE MOTORPLEX	SHRINK WRAP PARKING METERS & BEACH FLAG	824.00
10/28/2016	1	55792	002883	WEST MICHIGAN DOCUMENT	SHREDDING SERVICE	65.00
10/28/2016	1	55793	002953	WOODHAMS, INC , DON	PARTS	135.63
					REPAIRS	218.07
					REPAIRS	30.95

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					REPAIRS	1,247.76
						<u>1,632.41</u>
10/28/2016	1	55794	UB REFUND	BEAVER, KENDRA L	UB refund for account: 10662003	199.56
10/28/2016	1	55795	UB REFUND	CHARLES HAYES INC	UB refund for account: 10692201	97.37
10/28/2016	1	55796	UB REFUND	RENDELL, ROBERT K	UB refund for account: 13662800	87.47
10/28/2016	1	55797	UB REFUND	SEELEY WRIGHT OF SO HAVEN	UB refund for account: 11035500	35.70
10/28/2016	1	55798	UB REFUND	UECKE, ALAN	UB refund for account: 30040002	848.38
10/28/2016	1	55799	UB REFUND	WELSH, RICHARD	UB refund for account: 41413010	<u>51.16</u>

1 TOTALS:

(5 Checks Voided)

Total of 106 Disbursements:

219,988.72

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
11/07/2016	1	55800	000014	ABONMARCHE CONSULTANTS INC	DUNKLEY & BLACK RIVER STREET INFRASTRUCT	8,746.52
					DUNKLEY & BLACK RIVER STREET INFRASTRUCT	5,008.20
					NORTH BEACH PARK IMPROVEMENTS	9,758.00
					NORTH SHORE DRIVE PROJECT	21,046.04
					INDIAN GROVE LIFT STATION & MONROE BLVD	20,475.30
					DUNKLEY & BLACK RIVER STREET INFRASTRUCT	2,758.73
					SOUTH SIDE MARINA DOCK EXTENSION ENGINEE	3,620.24
					BLACK RIVER PARK BOAT LAUNCH DOCK RELACE	2,137.00
					BLACK RIVER PARK FISHING PLATFORM/BANK S	1,750.00
					SS MARINA REROOF	1,000.00
					BRP RESTROOM RENOVATION	1,000.00
					INDIAN GROVE LIFT STATION & MONROE BLVD	20,112.00
					DUNKLEY & BLACK RIVER STREET INFRASTRUCT	1,120.66
					SAW GRANT - ASSET MANAGEMENT PLANS	2,015.00
						<u>100,547.69</u>
11/07/2016	1	55801	000039	AGILE SAFETY	GAS ALERT MICRO CLIP	585.00
11/07/2016	1	55802	000043	AIRGAS USA, LLC	SUPPLIES	610.10
11/07/2016	1	55803	000050	ALEXANDER CHEMICAL CORP	CHEMICALS	1,705.50
					CHEMICALS	1,730.41
					DEPOSIT REFUND	(800.00)
					DEPOSIT REFUND	(900.00)
					DEPOSIT REFUND	(300.00)
						<u>1,435.91</u>
11/07/2016	1	55804	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720	11.00
					REPAIR/MAINT SUPPLIES- ACCT #23300720	87.24
					REPAIR/MAINT SUPPLIES- ACCT #23300720	96.08
					REPAIR/MAINT SUPPLIES- ACCT #23300720	53.58
					REPAIR/MAINT SUPPLIES- ACCT #23300720	32.19
					REPAIR/MAINT SUPPLIES- ACCT #23300720	233.99
					REPAIR/MAINT SUPPLIES- ACCT #23300720	24.18
					REPAIR/MAINT SUPPLIES- ACCT #23300720	50.58
					REPAIR/MAINT SUPPLIES- ACCT #23300720	321.58
					REPAIR/MAINT SUPPLIES- ACCT #23300720	338.56
					REPAIR/MAINT SUPPLIES- ACCT #23300720	34.29
					REPAIR/MAINT SUPPLIES- ACCT #23300720	44.29
					REPAIR/MAINT SUPPLIES- ACCT #23300720	137.64
					REPAIR/MAINT SUPPLIES- ACCT #23300720	411.62
					REPAIR/MAINT SUPPLIES- ACCT #23300720	54.40
					REPAIR/MAINT SUPPLIES- ACCT #23300720	27.12
					REPAIR/MAINT SUPPLIES- ACCT #23300720	21.45
					REPAIR/MAINT SUPPLIES- ACCT #23300720	305.67
					REPAIR/MAINT SUPPLIES- ACCT #23300720	128.42
					REPAIR/MAINT SUPPLIES- ACCT #23300720	5.29
					CREDIT MEMO- ACCT #23300720	(50.00)
					CREDIT MEMO- ACCT #23300720	(249.24)
						<u>2,119.93</u>
11/07/2016	1	55805	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	1,902.84
11/07/2016	1	55806	003425	CINTAS CORPORATION	SUPPLIES	37.53
11/07/2016	1	55807	000471	CITY PLUMBING & HEATING CO	MAINTENANCE AGREEMENT - CITY HALL OCT 20	1,030.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MAINTENANCE AGREEMENT - PSB OCT 2016	1,982.00
						<u>3,012.00</u>
11/07/2016	1	55808	000498	COMCAST	INTERNET SERVICE 01720 188884-01-4	59.70
11/07/2016	1	55809	MISC	COMMERCIAL INNOVATIONS	SUPPLIES	395.47
11/07/2016	1	55810	000505	COMPTON INC	SUPPLIES FOR ELKENBURG PARK	23.00
11/07/2016	1	55811	003428	CONNECTION SERVICE CO. INC.	SUPPLIES	121.40
11/07/2016	1	55812	000519	CONSUMERS ENERGY	ELECTRIC 1000 1414 0337	55.48
					ELECTRIC 1000 1414 0568	34.75
					ELECTRIC 1000 1414 0840	35.57
						<u>125.80</u>
11/07/2016	1	55813	003260	CROSSROADS MOBILE MAINTENANCE	DIELECTRIC & AERIAL INSPECTION	1,048.10
					DIELECTRIC & AERIAL INSPECTION	910.00
					DIELECTRIC & AERIAL INSPECTION	730.00
					DIELECTRIC & AERIAL INSPECTION	910.00
						<u>3,598.10</u>
11/07/2016	1	55814	000622	DELL MARKETING L P	LATITUDE E5470'S	3,607.20
					OPTIPLEX 3040'S	2,797.80
					LATITUDE E5470'S	3,607.20
					MOBILE PRECISION WORKSTATION 3510	1,834.18
						<u>11,846.38</u>
11/07/2016	1	55815	000637	DICKINSON WRIGHT	SERVICES RENDERED AS BOND COUNSEL	39,500.00
					TREASURY POST-CLOSING FILING FEE	1,000.00
					LEGAL SERVICES	11,229.00
						<u>51,729.00</u>
11/07/2016	1	55816	000656	JACK DOHENY COMPANIES, INC.	REPAIRS	265.81
11/07/2016	1	55817	000708	EGAN COMPANY INC, ANDY J	MECHANICAL MAINTENANCE CONTRACT WWTP FY1	349.00
11/07/2016	1	55818	000716	EJ USA INC	SUPPLIES	1,876.94
					SUPPLIES	8,836.55
					SUPPLIES	851.69
						<u>11,565.18</u>
11/07/2016	1	55819	000843	FRONTIER COMMUNICATIONS	TELEPHONE 269-637-4778-082302-5	47.10
					TELEPHONE 269-637-7466-021392-5	491.06
					TELEPHONE 616-001-7480-082802-5	70.38
						<u>608.54</u>
11/07/2016	1	55820	000872	GEMPLER'S	SUPPLIES	213.60
11/07/2016	1	55821	000974	HACH COMPANY	LAB SUPPLIES	825.58
11/07/2016	1	55822	000988	HAMMERSMITH EQUIPMENT CO	BLADES	849.00
11/07/2016	1	55823	000994	HAPA LLC	MARINA & BLACK RIVER PARK OPERATIONS EXP	10,579.93
					MARINA & BLACK RIVER PARK OPERATIONS EXP	4,039.74
					MARINA & BLACK RIVER PARK OPERATIONS EXP	2,573.09
					FY16 MARINA INCENTIVE BONUS	4,949.43
						<u>22,142.19</u>
11/07/2016	1	55824	001067	HI TEC BUILDING SERVICES	JANITORIAL SERVICE	5,418.17

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/07/2016	1	55846	002424	SOUTH HAVEN/CASCO	MONTHLY REU DEBT CHARGES MONTHLY REU O & M CHARGES	79,697.17 9,613.89 <u>89,311.06</u>
11/07/2016	1	55847	002473	S & P GLOBAL RATINGS	ANALYTICAL SERVICES - BOND ISSUE COST ANALYTICAL SERVICES - BOND ISSUE COST	15,750.00 10,800.00 <u>26,550.00</u>
11/07/2016	1	55848	002583	TELE-RAD INC	MONTHLY MAINTENANCE - OCT - DEC 2016	555.00
11/07/2016	1	55849	003481	TESSCO INCORPORATED	SUPPLIES	141.43
11/07/2016	1	55850	002599	THAYER INC	DPW SUPPLIES DPW SUPPLIES	367.68 88.14 <u>455.82</u>
11/07/2016	1	55851	002634	TOTAL ENERGY SYSTEMS LLC	GENERATOR MAINTENANCE INSPECTION & TESTI GENERATOR MAINTENANCE INSPECTION & TESTI	1,285.00 1,650.00 <u>2,935.00</u>
11/07/2016	1	55852	002644	TRACE ANALYTICAL LAB INC	CHEMICAL ANALYSIS CHEMICAL ANALYSIS	124.10 365.00 <u>489.10</u>
11/07/2016	1	55853	002665	TREECORE	TREE WORK	11,556.00
11/07/2016	1	55854	002728	USA BLUE BOOK	LAB SUPPLIES LAB SUPPLIES LAB SUPPLIES DEGREASER FOR LIFT STATIONS LAB SUPPLIES	173.98 326.37 127.94 642.93 282.00 <u>1,553.22</u>
11/07/2016	1	55855	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	TIRES TIRES TIRES	1,418.52 1,665.83 1,442.23 <u>4,526.58</u>

1 TOTALS:

Total of 56 Disbursements:

470,536.99



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

Cc: Bill Hunter, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: November 7, 2016

RE: North Shore Dr. Conduit Construction Contract

Background Information:

On July 18, 2016, City Council awarded the North Shore Drive reconstruction project to Milbocker & Sons, Inc. in the amount of \$3,436,114.42.

On September 6, 2016, City Council awarded the North Shore Dr. and Monroe Blvd. Electric Line Rebuild project to Kent Power, Inc. of Kent City, Michigan in the amount of \$466,871.44.

In addition to the work already under contract to Kent Power, Inc., various conduits must be installed beneath the pavement to permit conversion of overhead services to underground. After reviewing the scope of the work with both Milbocker and Kent Power, it was decided that Milbocker is best equipped to install the conduits at the road crossings. At this point in time, we do not want to involve a third contractor because of coordination issues.

Milbocker has provided pricing to install various 2-inch and 4-inch diameter PVC conduits and fittings necessary to complete the North Shore Drive Electric Line Rebuild project. Materials will be supplied by the City. Based upon the bid quantity, the total amount of the contract will be \$23,938.50.

Because the current contract with Milbocker involves State Revolving Funds, it is not possible to add the conduit work to the current contract via change order. Thus, a separate contract or purchase order must be established with Milbocker for the electric conduit work.

At their October 31 regular meeting, the Board of Public Utilities reviewed the Milbocker pricing quote and passed a motion recommending award of the contract by City Council.

Recommendation:

City Council should award the contract for North Shore Dr. Electric Line Rebuild conduit installation to Milbocker & Sons, Inc. in the amount of \$23,938.50.

Support Material:

North Shore Drive Electric – Milbocker Conduit Pricing

CITY OF SOUTH HAVEN
NORTHSHORE DRIVE LINE REBUILD CONDUIT INSTALLATION UNIT LIST

UNIT ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT LABOR	EXTENDED TOTAL
Trench	LFT	2,615	\$2.50	\$6,537.50
2" PVC SCH 40	LFT	750	\$2.85	\$2,137.50
4" PVC SCH 40	LFT	2,095	\$4.30	\$9,008.50
2" PVC 90 Elbow 24" R	EA	3	\$45.00	\$135.00
2" PVC 90 Elbow STD R	EA	18	\$45.00	\$810.00
4" PVC 90 Elbow 36" R	EA	9	\$90.00	\$810.00
4" PVC 90 Elbow STD R	EA	50	\$90.00	\$4,500.00
CONDUIT INSTALLATION TOTAL:				\$23,938.50

Unit price for trenching item includes equipment cost.
Pricing is based on all material furnished by others.
All pedestal, transformer & pole locations to be staked by others.

Pricing excludes:

- Directional boring
- Conduit installation outside road ROW
- Conduit fit up to existing services/meters
- Traffic control
- Bonding
- Saw cutting, removing, replacing concrete/asphalt



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
CC: Bill Hunter, DPW Director
FROM: Larry Halberstadt, PE, City Engineer
DATE: November 7, 2016
RE: Peterson Ravine Manhole Rehabilitation

Background Information:

In July of 2015, the City of South Haven submitted a State Revolving Fund (SRF) project plan to the Michigan Department of Environmental Quality. This plan includes recommendations for numerous sanitary sewer improvements throughout the City.

One of the projects identified in the project plan is rehabilitation of manholes within the Peterson Ravine area. The Peterson County Drain enters the city limits at Aylworth Avenue and continues to an outlet in the Black River. At the time that South Haven was originally developed, it was decided to lay trunk sewers along the ravines adjacent to the open creek. While this resulted in a lower initial cost of construction, it places the sewers and appurtenant manholes in an area that is susceptible to occasional flooding and high ground water.

During the preparation of the SRF project plan, Abonmarche identified infiltration at some of the manholes in the Peterson Ravine. In addition, the elevation and condition of the manhole tops and covers can lead to direct inflow during creek flooding.

On March 30, 2016, City Council awarded a contract to Culy Contracting, Inc. of Winchester, IN in the amount of \$37,407.00 to address the infiltration and inflow in the Peterson Ravine trunk sewer. During the performance of the work, Culy and Abonmarche identified one sanitary sewer manhole that was experiencing exterior deterioration due to the close proximity to a bend in the Peterson County Drain. Culy provided a price of \$6,400 to perform rehabilitation of the exterior of the structure.

This change requires that a change order be issued to modify the contract price. Because this amount is in excess of 10% of original contract amount (\$3,740.70), City Council must be requested to authorize the change order.

The original estimated cost of this project was \$74,054. Thus, the total adjusted contract amount of \$43,807.00 is still considerably less than the budgeted amount.

Memorandum

November 7, 2016

Peterson Ravine Manhole Rehabilitation

Page 2 of 2

Recommendation:

City Council should review and approve the change order at their November 7, 2016 regular meeting.

Attachments:

Change Order No. 1

Change Order

No. 001

Date of Issuance: September 12, 2016

Effective Date: _____

Project: Peterson Ravine Manhole Rehabilitation	Owner: City of South Haven	Owner's Contract No.: n/a
Contract: Peterson Ravine Manhole Rehabilitation		Date of Contract:
Contractor: Culy Contracting, LLC		Engineer's Project No.: 15-0644

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Exterior rehabilitation of sanitary manhole #455 and deduction of silt fence.

Extension of time due to award and review of optional casting replacement.

Attachments (list documents supporting change):

Quote from Culy Contracting dated 07/21/2016 referencing contractor's job number BP168052

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 37,407.00

Increase from previously approved Change Orders
No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 37,407.00

Increase of this Change Order:

\$ 5,350.00

Contract Price incorporating this Change Order:

\$ 43,807.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): May 27, 2016

Ready for final payment (days or date): June 17, 2016

Increase from previously approved Change Orders
No. 0 to No. 0:

Substantial completion (days): _____ n/a

Ready for final payment (days): _____ n/a

Contract Times prior to this Change Order:

Substantial completion (days or date): May 27, 2016

Ready for final payment (days or date): June 17, 2016

Increase of this Change Order:

Substantial completion (days or date): September 1, 2016

Ready for final payment (days or date): September 1, 2016

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 1, 2016

Ready for final payment (days or date): September 1, 2016

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

Date: 09/15/2016

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]

Contractor (Authorized Signature)

Date: 9/15/2016

Date: _____



South Haven MI.

Job#BP168052

July 21, 2016

Thank you for contacting Culy Contracting, Inc. for your manhole rehabilitation needs. Based on the information we now possess, including both verbal and written, we are pleased to submit our proposal for providing materials and services for the above referenced project.

Please note that all installation technicians are trained, certified, and equipped to comply with all requirements of 29 CFR 1910.146 Federal OSHA's Permit-Required-Confined-Space Regulations.

Scope of Service

To meet the requirements of this project, we propose to furnish the following items:

1. Mobilize and demobilize our crew, equipment, and materials to the specified project location.
2. Install furnished frame and lids
3. Rehabilitation of exterior 4' diameter manhole structure

The above scope of service and the following pricing is subject to adjustment if the actual job site conditions and quantities differ from the requirements and conditions known to us at time of this proposal.

Proposal



Culy Contracting, Inc. proposes to offer these services for the following cost(s):

Item No:	Description	Qty	U/M	Each	Amount
1	Rehabilitation of exterior 4' diameter manhole structure (exposed section only)	1	LS	\$6,400.00	\$6,400.00
2	Replace frame and lids with lids provided by the City of South Haven (does not include external chimney seal)	7	EA	\$650.00	\$4,550.00

Responsibilities of Other's & (General Contractor)

We will expect that the following will be furnished to Culy Contracting, Inc. at no cost to us:

1. Free and legal access to the project site.
2. All approvals and permits as applicable.

Closing

We thank you for the opportunity to offer this proposal and look forward to providing this service. If you have any need for further assistance, please do not hesitate to contact me.

at (765) 546-7265

Sincerely,

Ben Price, Project Manager/Estimator

Culy Contracting, Inc.

ACCEPTANCE OF PROPOSAL SIGNATURE X See attached change order form.

PLEASE SIGN AND Email TO benp@culycontracting.com FOR ACCEPTANCE OF THIS PROPOSAL





City of South Haven

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

MEMORANDUM

To: Brian Dissette, City Manager

From: Kate Hosier, Assistant City Manager

Date: October 25, 2016

RE: Dunkley Avenue Site / Former City Maintenance Garage
Fishing Platform / Bank Stabilization Project

Background Information:

Three change orders have been presented by Prism Science & Technology, LLC regarding the cleanup of the former city maintenance garage site for the fishing platform / bank stabilization project. In order to not delay work on the site by 3+ weeks, these change orders have been submitted for your review and pre-payment.

Change Order No. 01: When this project was bid out, it was based on the 2003 work with the understanding that the collection of additional data would be necessary to update the delineation from 13 years ago (i.e., whether the plumes have spread beyond the previous delineation, stabilized, or reached and are venting into the Black River). The consultant has found that the natural ground water table is approximately 2.5 to 3 feet higher than the level which was encountered in 2003. In order to remove the significantly contaminated source soils, excavation will extend further into the saturated zone than was originally planned. Prior to transportation to the landfill, the excavated saturated soils (which would not pass paint filter test) will be staged on site to allow the water to drain out and back into the open excavation. The soil will be staged on the earthen berm constructed adjacent to the proposed excavation area, lined with plastic sheeting, and sloped to drain back into the ground.

During excavation activities, a total of 15,000 gallons of contaminated groundwater was initially proposed for removal and on-site disposal. However, based on the observed high water level, the estimated volume has been increased by 15,000 gallons. Therefore, the estimated volume has been increased to a total of 30,000 gallons. This is a recommended adjustment to the environmental response activities and the amount of Change Order No. 01 is for \$6,550.00.

Change Orders No. 02 & 03: The removal of the remaining concrete building foundation and concrete paved parking area is a component of the overall site redevelopment plan being undertaken. Since excavating, loading, and transportation equipment would be present at the site associated with environmental response activities, it was suggested that a cost be identified for expanding the work scope to include the removal of the paved site features. Based on conversations with the engineering firm (Abonmarche Consultants, Inc.), a scope was identified and an amount calculated to complete removal of approximately 1,850 SY of concrete (both

building foundation and the paved parking/drive area) and site restoration (e.g., topsoil, seeding, and covering) activities that are needed for the overall park redevelopment. It is noted that this was only suggested as a cost savings measure based on a proposed equipment mobilization. This activity also includes the preparation of a soil erosion and sedimentation control permit application and the installation of silt fencing around the work area.

The amount of Change Order No. 02 for the removal concrete foundation and paved parking area is \$14,885.00. The amount of Change Order No. 3 for site preparation for soil erosion and sedimentation permit, installation of silt fencing (with 6" trench), and placement of topsoil/seeding across area is for \$11,395.00.

Recommendation:

Staff recommends the approval of Change Orders 01, 02, and 03 be approved for additional environmental site characterization, response activities, and reporting at the former city maintenance garage site for the fishing platform/bank stabilization project. Time is of the essence to prevent re-mobilization of equipment which carry additional cost.

Support Material:

Change Orders No. 01 from Prism Science & Technology, LLC in the amount of \$6,550.00.
Change Orders No. 02 from Prism Science & Technology, LLC in the amount of \$14,885.00.
Change Orders No. 03 from Prism Science & Technology, LLC in the amount of \$11,885.00.

CHANGE ORDER

To: Kate Hosier City of South Haven 539 Phoenix Street South Haven, Michigan 49090	Change Order No.: 01 Contract Date: 10/19/2016 Contract No.: 15.1890
--	---

Project Title: Additional Site Characterization, Response Activities, and Reporting Former Maintenance Garage, 625 Dunkley Avenue, South Haven, Michigan
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Brief description of situation requiring Change Order: The natural groundwater table is approximately 2.5 to 3 feet higher than the level which was encountered in 2003. In order to remove the significantly contaminated source soils, excavation will extend further into the saturated zone than was originally planned. Prior to transportation to the landfill, the excavated saturated soils (which would not pass paint filter test) will be staged on site to allow the water to drain out and back into the open excavation. The soil will be staged on an earthen berm constructed adjacent to each proposed excavation area, lined with plastic sheeting, and sloped to drain back into the ground. During excavation activities, a total of 15,000 gallons of contaminated groundwater was initially proposed for removal and off-site disposal. However, based on the observed high water level, the estimated volume has been increased by 15,000 gallons.

CHANGE IN CONTRACT COST	CHANGE IN SCHEDULE
Original Contract Cost: \$ <u>98,566.00</u> Current Contract Cost: \$ <u>98,566.00</u> Contract Cost due to this Change order will be increased (decreased) by: \$ <u>6,550.00</u> New Total Contract Cost: \$ <u>105,116.00</u>	The Project Schedule will be increased (decreased) by: <u>N/A</u> Date for completion of all work under this Contract will be: <u>no change</u>

APPROVAL	
Recommended By: <u>Prism Science & Technology, LLC</u> Name: <u>Mark C. Seaman</u> Signature:  Title: <u>Principal</u> Date: <u>10-19-16</u>	Accepted By: _____ Name: _____ Signature: _____ Title: _____ Date: _____

Return executed Change Order to:

 Prism Science & Technology, LLC
 3133 Lakeshore Drive
 St. Joseph, Michigan 49085
 (269) 983-5775 - telephone
 (269) 983-5333 - fax
 prism@prismstech.com



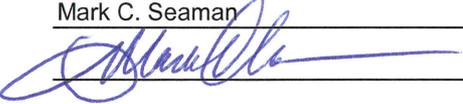
CHANGE ORDER

To: Kate Hosier City of South Haven 539 Phoenix Street South Haven, Michigan 49090	Change Order No.: 02 Contract Date: 10/19/2016 Contract No.: 15.1890
--	---

Project Title: Additional Site Characterization, Response Activities, and Reporting
 Former Maintenance Garage, 625 Dunkley Avenue, South Haven, Michigan

Brief description of situation requiring Change Order: It is our understanding that the removal of the remaining concrete building foundation and concrete paved parking area is a component of the overall site redevelopment plan being undertaken. Since excavating, loading, and transportation equipment would be present at the site associated with environmental response activities, it was suggested that a cost be identified for expanding the work scope to include the removal of the paved site features. Based on conversations with your engineer (Abonmarche Consultants, Inc.), a scope was identified and an amount calculated to complete removal of approximately 1,850 SY of concrete.

CHANGE IN CONTRACT COST	CHANGE IN SCHEDULE
Original Contract Cost: \$ <u>98,566.00</u>	The Project Schedule will be increased (decreased) by: <p style="text-align: center;"><u>2 to 3 weeks</u></p> Date for completion of all work under this Contract will be: <p style="text-align: center;"><u>TBD</u></p>
Current Contract Cost: \$ <u>105,116.00</u>	
Contract Cost due to this Change order will be increased (decreased) by: \$ <u>14,885.00</u>	
New Total Contract Cost: \$ <u>120,001.00</u>	

APPROVAL	
Recommended By: <u>Prism Science & Technology, LLC</u>	Accepted By: _____
Name: <u>Mark C. Seaman</u>	Name: _____
Signature: 	Signature: _____
Title: <u>Principal</u>	Title: _____
Date: <u>10-19-16</u>	Date: _____

Return executed Change Order to:

Prism Science & Technology, LLC
 3133 Lakeshore Drive
 St. Joseph, Michigan 49085
 (269) 983-5775 - telephone
 (269) 983-5333 - fax
 prism@prismscitech.com



CHANGE ORDER

To: Kate Hosier City of South Haven 539 Phoenix Street South Haven, Michigan 49090	Change Order No.: 03 Contract Date: 10/19/2016 Contract No.: 15.1890
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Project Title: Additional Site Characterization, Response Activities, and Reporting
 Former Maintenance Garage, 625 Dunkley Avenue, South Haven, Michigan

Brief description of situation requiring Change Order: Based on the increased project area associated with the removal of approximately 1,850 CY of concrete, additional activities are necessary including the preparation of a soil erosion and sedimentation control (SESC) permit, installation of silt fencing (with a 6"-trench), and the placement of topsoil/seeding across the area. Rolled straw covers will be placed over the exposed/seeded soil.

CHANGE IN CONTRACT COST	CHANGE IN SCHEDULE
Original Contract Cost: \$ <u>98,566.00</u> Current Contract Cost: \$ <u>120,001.00</u> Contract Cost due to this Change order will be increased (decreased) by: \$ <u>11,395.00</u> New Total Contract Cost: \$ <u>131,396.00</u>	The Project Schedule will be increased (decreased) by: <p style="text-align: center;"><u>2 to 3 weeks</u></p> Date for completion of all work under this Contract will be: <p style="text-align: center;"><u>TBD</u></p>

APPROVAL

Recommended By: <u>Prism Science & Technology, LLC</u> Name: <u>Mark C. Seaman</u> Signature: <u></u> Title: <u>Principal</u> Date: <u>10-19-16</u>	Accepted By: _____ Name: _____ Signature: _____ Title: _____ Date: _____
--	--

Return executed Change Order to:

Prism Science & Technology, LLC
 3133 Lakeshore Drive
 St. Joseph, Michigan 49085
 (269) 983-5775 - telephone
 (269) 983-5333 - fax
 prism@prismscitech.com





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: William Hunter, Director of Public Works

Date: November 07, 2016

RE: License Agreement 104 Orchard-Installation of fence.

Purpose

City staff is requesting consideration by City Council of a resolution approving a License Agreement with John and Cora Rubitschun of 104 Orchard, South Haven, MI 49090 for the sole purpose of installing a private fence, as depicted in Exhibit A of the License Agreement, within the City right-of-way, and authorizing the Mayor and City Clerk to execute the necessary documents.

Recommendation

Staff recommends approval.

Support Material:

Michigan Department of Transportation 22078 (10/14)



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: William Hunter, Director of Public Works

Date: November 07, 2016

RE: South Haven Lakeshore Vision & Management Plan

Purpose

City staff is requesting consideration by City Council and accepting the proposal from Edgewater Resources to assist the City of South Haven in establishing a vision for the City-Owned property along the South Haven Lakeshore from Erie Street to south of the blue stairs.

The plan will outline key issues in implementing and maintaining that community supported vision, and establish a set of management guidelines to ensure that improvements and maintenance of the South Haven Lakeshore can be completed efficiently and cost effectively.

Recommendation

Staff recommends approval.

Support Material:

Draft October 11, 2016 Parks Agenda Minutes
Edgewater Resources South Haven Lakeshore Vision & Management Plan.

October 31, 2016

William Hunter
Director
City of South Haven
Department of Public Works
1199 8th Avenue
South Haven, Michigan 49090

RE: South Haven Lakeshore Vision and Management Plan

Dear Mr. Hunter,

Thank you for the opportunity to submit this proposal for services related to the completion of a vision and management plan for the South Haven Lakeshore. This letter outlines our project understanding, proposed scope of work, schedule, and fees.

Project Understanding

We understand that the primary goal of this project is to work with the residents of South Haven to establish a vision for the City-Owned property along the South Haven Lakeshore from Erie Street to south of the blue stairs. The plan will outline key issues in implementing and maintaining that community supported vision, and establish a set of management guidelines to ensure that improvements and maintenance of the South Haven Lakeshore can be completed efficiently and cost effectively.

Broad goals for consideration include:

- Improving public access to the bluff and expanding ADA access
- Expanding access to the lower beach from the bluff
- Eliminating invasive species and protecting/expanding native plant species habitat
- Addressing potential safety considerations associated with steep bluffs
- Addressing the impacts of constantly changing Lake Michigan water levels on beach management strategies
- Engaging State and Federal permitting agencies to define long term beach maintenance and management strategies for a broad range of conditions
- Enhancing community amenities such as seating, signage, litter/recycling, exercise, and/or play equipment
- Ensuring community support for the plan through public outreach and collaboration



Scope of Work

Task I - Project Initiation

Task I.1 Project Initiation

Core members of the Edgewater Resources Team will meet with the City of South Haven shortly after notice to proceed to confirm the detailed project schedule, confirm the public participation plan, define guiding goals and themes, and establish a series of milestones to measure progress on project goals. We will also work collaboratively to identify internal/municipal stakeholders (Parks, Planning, Maintenance, Police, Fire, Operations, etc) and other key external stakeholder groups (Neighbors, Lakeshore Businesses, Citizen Organizations, multi-cultural programs, etc), regulatory agencies, and property owners to be consulted throughout the planning and design effort.

Task I.2 Data Collection

We will receive background information from the City of South Haven, including but not limited to:

- Existing Survey Data including Property Boundaries
- Property Descriptions
- Aerial Photography
- Existing Drawings, Master Plans, and Documents
- Existing Historic photos
- Existing architectural plans and details
- Programming Information
- Demographic and Use data
- Traffic / Parking data
- Background reports
- Utility Data

Deliverables

- Detailed project schedule
- List of project data needs to City
- Meeting notes
- List of Stakeholders

Task 2 – Inventory of Existing Conditions

Task 2.1 Stakeholder Interviews and Community Open House

This task will be accomplished in a one day work session. During the morning we will meet with internal representatives of the City of South Haven and other relevant municipal departments including Planning, Maintenance, Police, Fire, Operations, and other agencies identified in Task I. The purpose of this meeting will be to identify specific issues and concerns related to the potential implementation of the Lakeshore Vision and Management Plan. The afternoon will be devoted to meeting with representatives from interested groups in the form of a stakeholder open house, which will allow a large number of groups direct access to the planning team. Our team's immersion into the South Haven Lakeshore existing conditions and history will include up to four in-depth major external stakeholder (as identified in Task I) interviews that will be held concurrently with the stakeholder open house.



During the evening, we suggest hosting a community open house to introduce the project to the general public and share the overall project plan with the community so they know how they can participate. This open house would include a visioning presentation that outlines the key issues to be addressed, as well as images from other successful projects to spur discussion and generate feedback on community priorities and determining what types of improvements the community is most interested in. We often include an exercise where participants place green dot stickers on images that most closely represent their vision, and this exercise can be extended to an online survey tool if desired.

Task 2.2 Inventory of Existing Physical Conditions

Based on the data provided by the City of South Haven and the information provided by representatives of the departments outlined above on the site tours, our team will gain specific knowledge of key issues of the South Haven Lakeshore. This will provide the sound informational and analytical base for decision-making throughout the rest of the process. Components will include:

- Current traffic conditions – *Based on information provided by the City of South Haven, we will identify traffic conditions that are problematic or negatively impact the use and enjoyment of the South Haven Lakeshore. No traffic counts or traffic analysis are proposed.*
- Parking Demand Issues – real and perceived – *Based on information from the City, we will identify parking demand issues and potential strategies for reducing conflicts between visitors and residents. No traffic counts or traffic analysis will be performed.*
- Existing Drainage Basins – *throughout the South Haven Lakeshore will be identified to address storm water routing, water quality concerns, and understand infrastructure improvement/relocation impacts.*
- Existing pedestrian and bicycle connectivity: linkages and barriers – real and perceived – *Based on field review of existing conditions, and with input from City representatives, we will identify existing linkages and barriers to pedestrian and bicycle connectivity.*
- Landscape Inventory - *Based on field review of existing conditions, and with input from City representatives, we will identify existing landscape character and features, including their existing condition and programmatic function.*
- ADA / Accessibility - *Based on field review of existing conditions, and with input from City representatives, we will identify conditions that may present accessibility and/or ADA compliance issues.*
- Existing Utilities: Gas, Electric, Storm, Sanitary, Water – *We will rely on the City to identify existing utilities within the Lakeshore area based on existing data provided by the City and mapping and condition data provided by the utility companies, including identifying known problem areas within the park.*
- Existing Permits and Approvals – *We will review all available permit approvals from the State of Michigan or other Federal Agencies*

Task 2.3 Engagement with State and Federal Permitting Agencies

At appropriate points during the planning process, we will reach out to appropriate State and Federal agencies to identify potential issues and concerns, and identify any potential permitting requirements that may impact the proposed plan. These meetings will be informal by nature, as all State and Federal agencies require a formal permit application in order to provide formal approval or rejection of any specific plans or strategies. The final plan will identify potential permit requirements required as part of the implementation strategy, but formal permit applications are not required at this time and are not included in this scope.



Task 3 – Development of Conceptual Alternatives / Public Participation

The development of conceptual alternatives will give physical form to the program elements identified in Tasks One and Two, and allow the design team to engage the public in an interactive process that clearly communicates the opportunities and challenges associated with incorporating the needs of a wide range of participants within a defined space and budget. In order to achieve a plan which achieves the best balance of uses within the specified budget, our process relies heavily on an iterative design process that is open, transparent, and defensible. We will work with the City staff and the community to establish program and budget priorities, while determining and communicating the inherent tradeoffs associated with those decisions. Most important, this is a process that we **lead** more than follow to ensure that we stay on schedule and achieve a final design that is more than the sum of its parts. In other words, the final plan must be more than a functional expression of program. It must also create a beautiful public space with elements that are complementary to the surrounding neighborhoods and downtown South Haven while truly activating the Lakeshore. We have followed the process below to achieve these results time and again, and can attest to the power of listening as a design tool.

Task 3.1 Public Participation / Outreach

Working with the City of South Haven, we will develop and implement a public participation and outreach plan using print and web-based media to augment the public meetings outlined below. We will work with the City to include the project schedule and introductory articles in local papers and/or other appropriate publications.

Task 3.2 Concept Design / Public Meeting Two

The Edgewater Resources team will prepare concept plan alternatives suitable for presentation to the public for review and comment. We will review these alternatives with key members of the City staff, and based on the input gathered in the stakeholder interviews and community visioning session, our team will develop three alternatives designed to test the viability of the specific components identified, as well as alternative configurations of those components. Public meeting #2 will allow the public to see the design process in action, and engage the design team.

Deliverables

- Alternative Site Plan Graphics
- Public Meeting #2
- Meeting Notes

Task 4 – Alternative Plan Refinement – Development of Draft Consensus Plan

Task 4.1 Development of Draft Consensus Plan

Based on the feedback received in Public Meeting #2, the Edgewater Resources team will refine the three alternate plans into a single draft consensus master plan suitable for presentation to the public for review and comment. Public Meeting #3 will be held after City review of the proposed concept, and create additional opportunities for the public to see the design process in action, and engage the design team.

Deliverables

- Draft Consensus Master Plan
- Refined Site Plan Graphics



- Public Meeting #3
- Public Meeting Notes
- Documentation of Draft Consensus Master Plan development

Task 5 – Development of Final Consensus Master Plan

Task 5.1 Development of Final Consensus Master Plan

Based on the City and public comments received on the draft consensus plan, we will refine the draft plan into a Final Consensus Plan for approval.

Task 5.2 Presentation and Approval of Final Consensus Plan

Public Meeting #4 will be held during the presentation of the final plan to the City, allowing public comment and discussion prior to final acceptance of the master plan. This scope of services includes one public meeting/presentation to the City Council or Planning & Development Committee.

Deliverables

- Public Meeting #4
- Final Consensus Master Plan
- Final Graphics

Schedule

We believe the scope of work outlined above can be completed in three to four months, depending on the timeframe for public meetings and availability of City staff. We are ready to commence work immediately.

Fees

We propose to complete the services outlined above for a lump sum fee of \$25,000, excluding expenses. Expenses for printing, shipping, and customary travel expenses such as mileage, meals, hotel, etc will be billed at the cost incurred with no markup. We recommend a reimbursable expense budget of \$500.

Exclusions

At this stage of planning, we do not feel it is critical to perform additional survey efforts related to potential permit applications, such as locating the Ordinary High Water Mark and its associated impacts on potential management strategies. We suggest additional detailed studies of this nature be postponed until requested by permitting agencies, or other specific needs arise.

Your signature below and return of one signed copy of this proposal will serve as our authorization to proceed. We look forward to the opportunity to work with you on this exciting project.

Very Truly Yours,

Gregory J Weykamp, ASLA, LEED AP BD+C
President, Principal

ACCEPTED BY:

Name

Date

Onuki pointed out that the Mobius custom one has the most things for kids to do but isn't necessarily the most attractive. Otherwise, Onuki likes the first ones that we saw last time. Halberstadt noted that of the two original concepts, losing the smokestack leaves something that does not look much like a boat, other than the prow piece. Moore stated that he likes the one with the smokestacks.

Motion by Moore, second by McAlear to support the option with the smoke stack.

All in favor. Motion carried.

9. Commission will be requested to review & approve the proposal from Edge Water Resources for a South Haven Lakeshore Vision and Management Plan in the amount of \$25,000.

Halberstadt noted that there have been a variety of different opinions about how we should be maintaining the Monroe bluff area, from Van Buren Street to the South Haven Street area. Staff has worked with Edge Water to prepare this proposal for your consideration. Edge Water would be helping the city put together a management plan.

McAlear questioned whether the commission would be approving a \$25,000 consulting fee to which Halberstadt responded, "We worked with them to get the cost down to \$25,000 from a higher original proposal."

Moore mentioned the need to address the bluff erosion. Halberstadt explained the rationale for working with a consulting firm.

Moore asked where Edge Water Resources are located to which Halberstadt responded that he believes they are from the St. Joseph/Benton Harbor area. McAlear reminded that the gentleman who spoke to us earlier noted they were a very reputable firm.

Motion by McAlear, second by Moore to approve the Edge Water Resources proposal for a South Haven Lakeshore Vision and Management Plan in the amount of \$25,000.

All in favor. Motion carried.

10. Commission will be requested to approve the SoHa Surf Shop LLC South Beach license agreement.

Kate Hosier noted there are two items before us. The first one is the agreement with Chris Campbell for South Beach; with the water so high this year there was not room for him at the Blue Stairs, so we moved him down closer to the parking lot. Campbell is asking and we are recommending another one year amendment allowing him to stay at the south end of the south beach parking lot; this is just a one year placement of him at that location.

McAlear commented that he would think Campbell doesn't have anywhere else to be. Hosier said, "Exactly. And Campbell had also asked about moving the water lane due to it being a long walk from that south location to the water lane."



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: William Hunter, Director of Public Works

Date: November 07, 2016

RE: MDOT Performance Resolution for Local Agencies

It has been brought to our attention by the Michigan Department of Transportation that the resolution that is currently on file with the State is no longer valid, due to positions that have changed over the years within the City of South Haven. We will soon be in the process of re-applying for our annual permit, which allows us to perform maintenance on MDOT segments of roadway. This new resolution will be required as part of our permit.

It is the recommendation of the Department of Public Works that the City Council approve the attached resolution for the Michigan Department of Transportation.

Support Material:

Michigan Department of Transportation 22078 (10/14)

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipality an "Individual Permit for Use of State Highway Right of Way" or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

NAME AND/OR TITLE

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
 (Name of Board, etc)

of the _____ of _____
 (Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

SIGNATURE	TITLE	PRINT NAME
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Consent Agenda Item I

Public Property Sign Request

Background Information:

We Care I.N.C. and the Downtown Association for South Haven (D.A.S.H.) requests permission to place one (1) temporary sign on public property to promote the Christmas parade and holiday celebration to be held after the parade on November 25, 2016. The sign, which will be a 3' by 5' vinyl banner on wood, is proposed for the west side of City Hall on the front lawn (Phoenix Street entrance). The sign is proposed to be in place from November 11 to November 26, 2016. A sketch of the proposed sign is attached to this report.

Recommendation:

City Council should approve the temporary sign request from We Care I.N.C and D.A.S.H to be located on the front lawn at City Hall from November 11 to November 26, 2016.

Support Material:

Sign Application for Public Property
Sketch of sign

City of South Haven

Sign Application for Public Property

CONTACT INFORMATION

Business or Event Title: Santa Parade
 Owner: We Care T.N.C. & Downtown Assoc. of S.H.
 Contact Name: Linda Olsen
 Telephone: 269-214-0168 (cell) Cell Phone: _____
 Email Address: linda@wecare-inc.org

SPECIFIC INFORMATION

Nature of the business: Parade & Holiday Celebration After
 Sign Description (picture of sign showing dimensions **must** be included): 3ft. x 5ft.
Billboard w/ banner attached announcing
Parade date & time. #
 Location of sign(s) (attach drawing if needed): Front # of City Hall
on lawn - just # right of sidewalk
(where we've had it the last 8 years)
will not interfere w/ great sprinkler system.
 Date(s) sign will be displayed: Nov. 11th thru Nov. 26th 2016

****Proof of insurance naming the City of South Haven as additional insured may be required if signage will be placed on City property, including the public right-of-way. if needed, willing to provide.

All signs extending over the sidewalk or other public space shall require a license agreement with the city.

INDEMNIFICATION AGREEMENT

The undersigned agrees and promises, as a condition of approval of this application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising out of, resulting from, or in connection with the placement of said temporary signage.

Linda Olsen
 Applicants Signature

11/6/16
 Date

Return Application to: the Building Department, at City Hall, 539 Phoenix Street, South Haven, MI 49090

STORYBOOK CHRISTMAS PARADE
presented by WeCare I.N.C. & D.A.S.H.

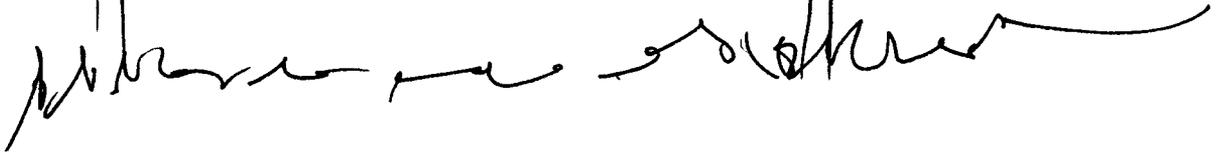
3 Ft.

Friday, November 25th at 4:30 p.m.

Downtown South Haven

With A Community Christmas
Celebration in the Huron Street
Parking lot after the parade!

5 Ft.



THE BAILEY MUSEUM

July 20th 2016 Board of Trustees Meeting Minutes 6:15 P.M. Kitchen

Director Present: Michael Fiedorowicz

Board Members Present: Anne Long, Joan Hiddema, Cindy McAlear, Bill Lundy, Melanie Gleiss, Robin Reva, Todd Robbins

Board Members Absent: none

City Council Representative Not Present: Vickiy Kozlik Wall (Excused)

Call to Order

Meeting called to order by Anne Long at 6:17

Bailey Moment of Inspiration Anne Long read the forward from Nature study book from Cornell. Proposed to read more from the book in future meetings.

Next Meeting Volunteer:

Approval of Minutes (May 18th 2016)

Anne Long asked if there was any discussion concerning the minutes of the last Board meeting. It was moved by Joan Hiddema to accept the LHBM Board minutes from the May 18th 2016 meeting.

Motion seconded by Cindy McAlear

Motion Carried.

TREASURER'S REPORT – JOAN HIDDEMA

Checking Account Balance: \$ 23,271.22

McNeill Endowment Account: \$ 13,128.69

South Haven Community Foundations Investment: \$ 5,000.00

Comments: Hiddema feeling really positive about the fiscal state of the museum and how the relationship with the city has made things feel more stable. Considering different options for putting the endowment fund into a money market account, Hiddema will do more research and interview some people and will report back to the board her findings. Joan H also did a profit and loss comparison with last years numbers and there is improvement.

DIRECTOR'S REPORT – MICHAEL FIEDOROWICZ

The Bailey Museum

Director's Report to the Board of Trustees

July 20, 2016

Development & Grants

The grant I submitted to the South Haven Community Foundation in April was apparently not funded. The submission to the Michigan Council for Arts and Cultural Affairs is pending, announcements will be made before the end of September.

Joan Hiddema reported that income from the Nights for Museums that for last winter each museum got \$381.50. The total of \$2,020 to distribute. It is slightly more than 2015 at \$2,197. In 2014 \$2,270 and in 2013 \$2,007 were raised.

Management

Our attendance for June was 780, and for May 357, compared to 2015 June, 1,163 and May, 529. Last year we had more events at the museum (Attic Sale, talks). We had 150 attend the *Business After Ours* reception with the Chamber.

We have not gotten a copy of our contract from Tyco, though they keep billing us. We requested the information in April.

Collections and Exhibitions

The exhibition Firefly was a success, with 15 pieces selling. We shipped the show back to her via U.S. Postal which cost \$163. We still have cards for sale, the income which she is donating to the museum.

The new *Fruits of their Labors* exhibition has been well-received by visitors who have been leaving \$10 donations. We had 56 people attend the opening for the show, many who appeared to be new to the museum. I even had a request for the text of the show, which I was able to email.

Public Relations and Advocacy

We have been getting good press locally. Articles about the museum have appeared five times in the last two months, including photos for the award from the Chamber and the Fruits of Their Labors promotion. That also includes a photo in the Herald-Palladium by Andrew Lersten. Anne Long also did an interview with Michigan Public Radio about *Fruits*.

The Bailey Bulletin will be mailed later this week. It is a little behind schedule.

Membership

We have had 145 membership renewals since January 1. Last year we had 165, which includes a number of memberships given to those at the Southwest Michigan Horticulture conference last year. In the upcoming Bulletin I urge membership renewals and sell the benefits of our membership. I will write a letter to those who have not sent in their memberships yet. At our Membership/Marketing meeting we discussed sending a bookmark or a notecard as an incentive to renew for those who haven't yet.

Respectfully submitted,



Michael J. Fiedorowicz
Director

COMMENTS:

Museum had been busier this year.

Trying to deal with Tyco to close up the previous security system business but has been difficult. May see what Kate Hosier at the city may suggest.

CONTINUING BUSINESS

A. IN TO THE WOODS PROJECT- Joan Hiddema led the discussion of the In To The Woods project and her meetings with Dylan Davis Landscaper about the 3 phases of the project. All begins with cleaning up the sites more and make it presentable. Will try to work out meeting with the City. Also mentioned cleaning out the barn and considering a storage shed for gardening tools and other stuff from the barn.

B. RENTAL POLICY – More discussion by all to clarify the agreement and fine tune it to have it passed. Will enable the museum to generate some revenue for the city.

Hiddema moves that we approve the Short Term Facility Use Agreement with the following changes:

Strike 11pm from page 1

Change Damage Deposit to \$500

Page 2-7A- insert no later than 11 pm, at the end of the first sentence replacing “the time and date herein stated on page 1.

Page 4-after O add clause P stating-“ Public use of the bathroom will be maintained.” Then add Q which will be the fill in field for Special Needs or requests.

On the last page remove \$15 & \$20 for hourly meeting rates. The hourly rate will be \$75 per hour. The half day rate is a 4 hour minimum and runs \$300 and the full day 8 hour minimum at \$600.

Motion seconded by Reva and all approved. Motion carried.

C. EDUCATION & OUTREACH

There was a fabulous turn out for the Garden Club event with great feedback from attendees.

Thought the exhibit was wonderful.

Planning has begun for the Budding Naturalists for next summer, and based on Nature Study.

Will target same ages, in 3 groups studying soils and ecosystems. Will start earlier, 9-11:45.

Will use a tee shirt that is just the Bailey Museum shirt.

Consider ideas for a Keynote speaker for next season

More farm tours- Maynard Kaufmann’s as a stand alone. Possibly Sam Ring for fall apple event.

D. MARKETING & MEMBERSHIP

Todd Robbins led the discussion and led by thanking and recognizing the heroic effort that was put in by Cindy McAlear in the past years and the effectiveness in making the membership campaigns successful. She also has had significant for the museum with initiating the involvement with the American Horticultural Society and their reciprocity program.

Other ideas from the marketing committee were to streamline the membership levels and restructure them and look into other payment options like the NPR \$10/mo sustaining membership option. Another option that was very positively received was the idea of the free student membership to be made available to ag students like MI States Bailey Scholars. This can be done in the fall as they head back to school.

There is a need to investigate the use of social media, could maybe find an intern to help with this

NEW BUSINESS

A. Update Checking account names- Motion needed.

Hiddema made the motion to update the checking account to reflect the names of the treasurer, chair and secretary: Joan Hiddema, Anne Long and add Melanie Gleiss.

Seconded by David Fenske, all in favor, Motion passed.

Now can take a copy of the minutes to the bank and sign the card.

- B. **Need to have a Credit Card for museum use.** Motion needed to get a credit card through the bank for museum use.

Cindy McAlear made the motion for Joan Hiddema to explore and get a credit card for museum use, seconded by Robin Reva , all approved, motion carried.

- C. **Grape Train – September 15.** Event planned for September 15th. Meet at the museum at 4:30, tour starts at 5 and lasts about 2 hours. Will have a picnic style dinner. \$25 per person and must RSVP to the museum by September 1st .

FLOOR

Anne Long- Interviewed by MI Public Radio about the exhibit. Will keep us posted on when it may air.

Robin Reva- Starting to look at the books in Bill's shop that need attention. Investigating making our own HEPA vac system

David Fenske- discussed the mystery plant in the side garden. Was given great feedback on the wonderful job he is doing and how beautiful the gardens look.

ADJOURNMENT

It was moved by Anne Long to adjourn. Seconded by Joan
Meeting adjourned at 8:11

Next Meeting: Wednesday August 17th 6:15

Respectfully submitted
Melanie Gleiss LHBM Secretary

Zoning Board of Appeals

Regular Meeting Minutes

Monday, July 25, 2016
7:00 p.m., City Council Chambers



City of South Haven

1. Call to Order by Scott Boyd at 7:00 p.m.

2. Roll Call

Present: Carlson, Lewis, McAlear, Miller, Stegeman, Stimson, Boyd
Absent: None

3. Approval of Agenda

Motion by Stimson, second by Stegeman to approve the July 25, 2016 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – May 23, 2016

Motion by Miller, second by McAlear to approve the May 23, 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. New Business – Public Hearing

Hanson Cold Storage of St. Joseph, MI is requesting the following two (2) variances for a proposed cold storage facility to be located at 1660 and 1800 Second Avenue:

- a) *A variance from the requirement in zoning ordinance section 1802-3 which requires loading areas to be located in side or rear yard and not facing the street. The applicant proposed load in the front of the building.*

b) A variance from the height limit of 40 feet (zoning ordinance section 1103) to construct the facility 60 feet in height.

Boyd asked for board questions or comments prior to opening the public hearing.

Stegeman asked if the requested sixty feet enough is or if they need more than that. Boyd noted that 60 feet is the minimum height requested.

Lewis said if we grant this we are acting as a legislative body instead of judicial. Boyd said Lewis' point is heard and noted, "This is the Zoning Board of Appeals for variance; if it a reasonable request and doesn't harm anyone else around it should be granted. This variance is mandatory for the business to operate."

Stimson requested Anderson's thought on Lewis' concern. Anderson stated the Zoning Board of Appeals is not a legislative body but they have the authority to grant variances from the zoning ordinance. The ZBA does not have the legislative power to actually amend the ordinances. Anderson also noted that granting this does not amend the zoning ordinance; we would be granting this for one applicant and that is all. That is what state law provides; to not grant the variance would be an unnecessary hardship. Anderson pointed out that this is the first time the board has gotten a height variance request for this particular reason. "Are they acting as legislative? In some manner perhaps, but only as the state law allows it."

Motion by Miller, second by McAlear to open the public hearing on a) A variance from the requirement in zoning ordinance section 1802-3 which requires loading areas to be located in side or rear yard and not facing the street. The applicant proposed load in the front of the building.

All in favor. Motion carried.

The applicant introduced himself as Andy Janson, President of Hanson Logistics, St. Joseph, Michigan and Jason Bransteter as Vice-President of design for Tippman Construction of Fort Wayne, Indiana.

Janson noted that Hanson Logistics have used Tippman on previous Hanson projects, explained they brought some drawings, Tippman has done all the preliminary and continued design work on the South Haven site. Referring to the drawings, Janson noted that on the left is the artist's rendering and to the right a view of the parcel, of which Hanson has purchased 25 acres.

Janson asked, "Why 60 feet? It is partly for economic reasons. These buildings are extremely costly to build and operate; it's more about cubic footage than square footage. This will be ammonia refrigeration, the taller we can go the more efficient and cost effective we can be, to make the project make sense. The why regarding 60 feet today is that is as tall as the forklifts and material handling equipment can handle.

In response to a question from the chair, Janson noted they have accommodated for the height. The 60 foot high part is about 300 feet back from the front yard. This is set way back. Lewis commented that he does not want to set a precedent for a 60 foot tall building right up to the road. The chair noted that Anderson did provide the answer; we are granting this property this variance. Lewis responded that it is also very important to come up with extraordinary reasons for granting the variance.

Boyd asked how many employees are anticipated to which Janson responded that Hanson is working closely with one of the world's largest food/fruit processors and packagers at this time. "They would have about one hundred employees and we have a similar facility in Hobart, Indiana and we are pushing 100 employees for our portion of the business; potentially 200 or more."

Stegeman asked if it is seasonal or year round. Janson stated it is mostly year round; it could spike during the harvest season.

Boyd asked if he should have these requests be separate to which Anderson responded that the board should certainly vote and give reasons for each item separately.

Boyd noted that request a). is for loading at the front of the building and asked for any questions or comments. Stimson asked why it is requested to have loading in the front. Janson responded that it is partly the logistics coming off the road and there is another proposed future addition in the back and putting the loading docks in the front would eliminate the need to cross employee parking with truck traffic. There is also residentially zoned land to the north (rear) side and the lights and noise of the loading docks could be intrusive to that development.

Boyd asked if those present in the audience had any questions.

Dave Paull, Park Avenue. Stated that he really has two questions having to do with environmental issues. "Is there any plan on using alternative energy sources and secondly, a bit concerned about ammonia refrigeration although I know it has been done for decades safely and wonder if they had considered alternatives."

Boyd said neither of those questions is a concern for this group but are suitable for the planning commission, so he will move forward with the zoning variances.

Doug Gritter, Pine Creek Construction, owner of possible residential development adjacent to the subject property. Stated he has heard many potential developments for his property in discussion but nothing in full plan works, but certainly will have in the future. "I'm in favor of the development; I have not seen the drawings and wish they'd been available sooner." Gritter expressed that he is totally in favor of request a) from a residential standpoint. "I do have a couple of questions and comments. I thought what was going to happen was to be on the entire acreage. What I see is a

development on part of the property.” Janson clarified that they own part of the acreage and the other portion is owned by another entity.

Motion by Lewis, second by McAlear to close the public hearing on Request a): a variance regarding the loading dock.

All in favor. Motion carried.

Motion by Lewis, second by Stimson to grant the variance from the requirement in zoning ordinance section 1802-3 to allow loading in the front yard for property located at 1660 and 1800 2nd Avenue, opposite of the residential district and facing the industrial district. This variance will protect any future residential development on the north side of the property.

All in favor. Motion carried.

Lewis called a point of order, stating there needs to be a roll call vote.

A roll call vote was taken.

Yays: Carlson, Lewis, McAlear, Miller, Stegeman, Stimson, Boyd
Nays: None

Motion carried.

Boyd entertained a motion to open the public hearing for b) A variance from the height limit of 40 feet (zoning ordinance section 1103) to construct part of the facility 60 feet in height.

Motion by Miller, second by McAlear to open the public hearing on this section of the request.

All in favor. Motion carried.

Doug Gritter, Pine Creek Construction. “This is of greater concern to us, as any of you would anticipate, as a residential developer.” Gritter noted that the request makes the height one-third in excess of the allowed zoning; that is very significant. “Not saying I’m against it; I like this development; I like this but I’m concerned that my residential property be protected.” Gritter noted that on the back by the roadway there is a retaining wall which was installed prior to Pine Creek being part of litigation and being involved. Gritter also pointed out that there is a significant stepdown from the red dotted line (on the provided drawing) into the development. “It creates another 10 feet of height difference. Now you are essentially going to 70 feet which would be a very considerable concern if this were residential.” Gritter wants some assurance of somehow, some way, a requirement for proper screening. Gritter realizes this is a Planning Commission issue and wants to make that concern noted.

Boyd stated that Gritter's concerns are noted.

Gritter reiterated that he does appreciate the development and would like to work with these gentlemen on the screening process. Gritter suggested a possible 20 foot screened offset, berm, trees, etc.

Motion by Stegeman, second by Stimson, to close the public hearing on variance b).

All in favor. Motion carried.

Miller is curious about the setback brought up by Pine Creek Construction at the rear street. Brandstetter referred to the aerial view drawing and stated it is 100' to the first section, which is one story, and 162' from the street to the 60' wall of the building.

Miller noted that because we are abutting residential, the zoning does address that, and he thinks Anderson can address that.

Lewis asked how tall the gray part is, if it is future, could it be the same height of 60 foot. Anderson noted the applicants would have to come back again to the ZBA. Lewis wondered if that was true according to our Zoning Ordinance, thinking of the setback laws we have.

Miller said to carry his thought further that he would like to commend both parties here. "You sound like real reasonable people and I see no reason why you folks can't get together and solve much of the screening issue without coming back to the Zoning Board of Appeals or before Planning Commission." Miller also feels there is no further need to discuss screening at this meeting and sees a unique situation which requires a 60 foot building which is a 20 foot variance.

Motion by Miller, second by McAlear, to allow the variance from the height limit of 40 feet (zoning ordinance section 1103) to construct the facility 60 feet in height at the property located at 1660 and 1800 2nd Street.

The exceptional circumstances for this variance involve the particular engineering requirements for large scale freezer storage facilities. This is not a request likely to be seen on any regular basis.

Boyd called for a roll call vote.

Yays: Stimson, McAlear, Miller, Stegeman, Carlson, Boyd
Nays: Lewis

Motion carried.

7. Commissioner Comments

Lewis: Commented on the size of the pots at the auto detailing shop and suggested in the future specify the size of the pots.

Anderson agreed that “We weren’t specific; we were thinking of half barrels and they put in those pots and that was disappointing. We gave examples of places that had them but we didn’t tell the applicants that half barrels were what we expected.”

Stegeman: Commented positively on the trees at the Woodhams project. All agreed it was an attractive project.

8. Adjourn

Motion by Miller, second by McAlear to adjourn at 7:44 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Board of Public Utilities

Regular Meeting Minutes

Monday, August 29, 2016
4:00 p.m., DPW Conference Room
1199 8th Avenue



City of South Haven

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

2. Roll Call

Present: Bob Burr, Barry Winkel, Bob Stickland

Absent: Mike Henry, Alan Overhiser (ex-officio), Bill Roberts, Barbara Rose (ex-officio),
Ross Stein (ex-officio)

Also present: Wendy Hochstedler, Finance Director; Bill Hunter, DPW Director; Larry
Halberstadt, City Engineer

3. Approval of Agenda

Motion by Burr, second by Winkel to approve the August 29, 2016 Regular Meeting Agenda
as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record

A. July 25, 2016 Regular Meeting Minutes

Motion by Burr, second by Winkel to approve the July 25, 2016 Regular Meeting Minutes as
written.

Stickland questioned discussion on the pilings in the minutes.

A. Halberstadt suggested deferring discussion until item 8a. Black River Park Sewer, Pile
Design on the agenda.

Stickland called the vote.

All in favor. Motion carried.

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

REPORTS

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

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

Stickland questioned how fuel costs can change so dramatically in one month, with the last month fuel costs and adjustments being \$500,000 and this month they are a negative figure.

7. Financial Reports

- A. Electric Fund – Financial Statement, 2016 Fiscal Year End, Unaudited
- B. Water Fund – Financial Statement, 2016 Fiscal Year End, Unaudited
- C. Sewer Fund – Financial Statement, 2016 Fiscal Year End, Unaudited
- D. Electric Fund – Financial Statement, July 2016
- E. Electric Fund – Review of Percentage Billed
- F. Water Fund – Financial Statement, July 2016
- G. Water Fund – Review of Percentage Billed
- H. Sewer Fund – Financial Statement, July 2016

Hochstedler included June with all known adjustments before the auditors get here and noted she does not have the information for pensions, so that may change. Noted the difference over budget and that the budget figure is not that far off.

Stickland asked whether revenue is added to this when the books are closed out to which Hochstedler responded that all unbilled is in the figures presented. Burr noted that the target with the rate increase was to be at plus \$300 at the end of the year. Burr commented on the dramatic rise in the depreciation; Hochstedler noted we had a lot of capital last year and the estimate for the budget was low. Discussion ensued regarding the depreciation for next year.

Hochstedler noted that July's electric for the month is a negative figure; because of part of the July revenue going back to June there is a variance there. Also, not all of the electric (purchased power) is included so that will have to catch up next month. The amount purchased versus billed is a three million dollar difference which will catch up.

Burr asked about the adopted budget to which Hochstedler noted that this is what was in the council packet so she can change that any time. Noted she will take a look at her notes and could make an adjustment.

Stickland asked how one can have a negative capital outlay. Hochstedler said the capital outlay has to be taken off the income statement and capitalized so it is taken out of expenses and put it into assets at year end.

Stickland noted that losses are within range to which Hochstedler commented that the losses are all affected by the adjustment in the revenue at the end of the year, even the

variance on the water side. Burr pointed out this is just the first month so does not have a lot of relevance.

8. Response to Board Member Inquiries from July 25, 2016 Regular Meeting

A. Black River Park Sewer, Pile Design

Stickland asked about projected life for treated piles in muck to which Halberstadt commented that the whole sewer plant is built on timber piles, but noted that no specific life is listed. Hunter talked about digging up some timber piles that were over 100 years old, setting them aside to dry and they were still good hard wood.

Burr asked the depth of the cross piece which Halberstadt said is about eight to ten inches below the surface, but he assumes they will dig the trench first and put them in. Discussion ensued about boxing it in, dewatering systems, including filtering for this particular project. Hunter said they will remove enough water to be able to work with it. It was noted that the river crossing will be directional bored. There were also comments about down drains and surface friction.

B. Miscellaneous Questions

Squirrel Guards were discussed with Stickland recommending that a guard be put wherever the squirrel could make contact and short it out. Halberstadt said it is probably good for staff to carry them in the trucks while Hunter noted staff only installs the guards when the lines are de-energized and commented, "We are doing something to keep squirrel outages from happening again."

Discussion ensued regarding trees, the number one cause of outages, with the city arborist doing a pretty good job at trimming the primary.

C. Albemarle Sludge Hauling Invoice

Halberstadt said there was a question regarding how sludge hauling is billed and noted that invoices are generated by Dave Mulac at the Waste Water Treatment Plant. It was pointed out that Albemarle pays the majority of the cost of sludge hauling. Discussion ensued about Albemarle being the only pre-treatment customer which generates sludge hauling. Hauling is taking place and there have been no problems that Halberstadt is aware of.

NEW BUSINESS

9. Board will be requested to recommend passage of a Resolution by City Council to become an associate member of the Michigan Public Power Agency.

Halberstadt stated we have been acting as an associate member for a few years; they have some service committees that look at what type of project MPPA might be interested in. While Halberstadt does not think the city gets a whole lot out of benefit it is good to have MMPA as another resource for staff.

Stickland asked what they do for us to which Halberstadt responded that they have staff that is working on purchased power agreements; it gives staff a way to keep abreast of the market place and are available for assistance if needed.

Hunter said for some reason MMPA wants a certified resolution and Halberstadt noted it is because of some state law. The cost was considered negligible so membership is a staff decision. Halberstadt clarified that the city is an associate member and item is just asking to continue being an associate member.

Motion by Winkel, second by Burr to recommend passage of a resolution by City Council to ratifying and confirming our membership in the Michigan Public Power Agency.

All in favor. Motion carried.

10. Board will be requested to make a recommendation of award for the North Shore Dr. and Monroe Blvd. Electric Line Rebuild Contract.

Halberstadt explained there are road construction projects starting and if the city does not get Kent Power started those projects will not get finished. It was observed that it is more difficult to coordinate electric and road projects.

Discussion centered on the bid from Kent Power being high, timing of RFPs and the cost of the projects.

Motion by Burr recommending that Council award the North Shore Drive and Monroe Boulevard Electric Line Rebuild contract for \$466,871.44 to Kent Power, Inc. of Kent City, Michigan. Second by Winkel.

All in favor. Motion carried.

11. DPW Director Comments

One month down. Larry's been very patient and staff has been great. Looking forward to the start of the projects.

12. Board Member Comments

Winkel asked if Lakeshore Drive is going to be done to which Burr said it will be done by Memorial Day. Discussion ensued regarding what material will be used and the size of the drains. Halberstadt noted the drawings are still being worked on by Abonmarche and we will be reviewing the drawings before they go to bid.

Discussion ensued regarding the drains on Lakeshore Drive being designed for ten year storms or less. Halberstadt noted there has been some discussion regarding leaching ponds and drainage for them, adding that the issue is more a matter of a more aggressive maintenance schedule such as cleaning out the drains at least once a month. Maintenance, storm utility funds and the issues involved with being a lake front community were subjects of discussion.

Burr asked whether the hydraulic system on the bridge is failing to which Halberstadt responded that the people from the company that installed it came to look at it and they think it is something to do with the timing of the program and they are going to try to determine what they want to adjust next. At first it was thought that there was air in the cylinders; bleeding the air out of the cylinders was tried but there was not really that much air in them. Discussion ensued regarding whether the jerking motion will wear out the cylinder but the company representatives do not think so according to Halberstadt, who is hoping to get something resolved in the next couple of weeks.

13. Adjourn

Motion by Burr, second by Winkel to adjourn at 4:51 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

**South Haven Area Recreation Authority (SHARA)
Special Meeting**

**Tuesday, September 6, 2016
3:00 p.m., South Haven Charter Township Hall**

MINUTES

1. Call to Order

Meeting Opened at 3:00 p.m.

2. Roll Call

Members Present: Dr. Robert Herrera, Mr. Dana Getman, Mr. Ross Stein

Absent: Mr. Mark McClendon, Mr. Dennis Fitzgibbon

Guests: Mr. Brian Dissette, City Manager, City of South Haven
Mr. Tony McGhee, Abonmarche Engineering

3. Approval of Meeting Minutes:

March 22, 2016 Board Meeting: Motion by Getman, seconded by Herrera to approve the minutes as presented. All in favor, motion carried.

4. Approval of Agenda:

Motion by Herrera, seconded by Getman to approve the agenda of the September 6, 2016 meeting. All in favor, motion carried.

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

6. Approval of the SHARA Finance Reports:

- a) The board discussed the SHARA Finance Report, noting the SHARA account now has a balance of \$118,299.61.

Motion by Getman, seconded by Herrera to approve the SHARA finance report. All in favor, motion carried.

- b) The board was updated on the SHARP account, which now has a balance of \$39,224.50.

- c) The board was presented the following invoices for approval:

- a. Abonmarche invoice #113661: \$1,243.00
- b. Abonmarche invoice #113662: \$1,690.50
- c. Dickinson Wright invoice #1095089: \$228.00

Motion by Herrera, seconded by Getman to approve the SHARA invoices, as presented. All in favor, motion carried.

- 7. SHARA Board was asked consider approval of a lease agreement between the Southwest Michigan Land Conservancy (SWMLC) and the South Haven Area Recreation Authority (SHARA) for use of the property at 17449 77th Street, South Haven, MI 49090, commonly referred to as the Pilgrim Haven natural area.**

Dissette provided a summary of the lease agreement and negotiation process to the SHARA board. Dissette noted that the initial term of the lease is twenty (20) years. Dissette went on to explain the following terms: the lease provides an automatic renewal, provided that SHARA is not in default of its obligations under the lease. After the initial 20 year term, the lease then is renewed for successive three (3) year terms, unless either party sends written notice to end the agreement.

The fee for the lease is \$1.00 for the initial 20 year term, and \$1.00 for the automatic renewals. The lease requires that SHARA provide liability insurance for the area (and the proposed improvements) with a policy of not less than \$5 million in total liability insurance. The lease notes that if SHARA decides to provide comparable or better coverage, it shall first submit to SWMLC the proposed replacement insurance in order for SWMLC to concur with the proposed alternate policy.

The lease agreement allows SHARA to use the property in a lawful manner, for the purpose of developing, constructing, maintaining and operating the site as a natural area consistent with preservation of the site. The parties recognize the planned improvements will alter the current natural characteristics of portions of the property in order to enhance its accessibility for public use as provided in the previously recognized documents and they also acknowledge anticipated sources of funding for those planned improvements require that portions of the property be accessible to the public for seasonal uses.

Motion by Getman, seconded by Herrera to approve the lease agreement with SWMLC and SHARA for use of the Pilgrim Haven natural area. All in favor, motion carried.

8. Staff member comments:

No comments

9. Board member comments:

No comments

10. Adjourn

Motion by Getman, seconded by Herrera to adjourn the meeting. All in favor, motion carried. The meeting was adjourned at 3:30 p.m.

Respectfully submitted by,

Brian Dissette
City Manager, City of South Haven

Parks Commission

Regular Meeting Minutes

Tuesday, September 13, 2016
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Warren Toneman at 6:00 p.m.

2. Roll Call

Present: Jeff Arnold, Bob McAlear, Chuck Moore, Wendi Onuki, Marilyn White, Warren Toneman

Absent: Patti Reinert

Also present: Bill Hunter, DPW Director; Kathy Burczak, Abonmarche; Amy Cook, Abonmarche

3. Approval of Agenda

Motion by Arnold, second by Moore to approve the September 13, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record

A. April 12, 2016 Regular Meeting Minutes

Motion by McAlear, second by Arnold to approve the April 12, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

B. August 9, 2016 Workshop Meeting Minutes

A brief discussion ensued regarding the necessity of approving workshop minutes which was clarified by Council Representative Jeff Arnold.

Motion by Arnold, second by Moore to approve the August 9, 2016 Workshop Meeting Minutes as written.

All in favor. Motion carried.

5. Public Comments and Inquiries Concerning Items not on the Agenda.

None at this time.

REPORTS

6. Project Updates

Halberstadt reviewed updates on projects under development.

1. **Black River Park, Fishing Pier.** Prism Environmental began building and grounds improvements per the adopted improvement plan.
2. **BMX Pump Track.** Clay from the Kalamazoo street construction project is being delivered as planned.
3. **Cemetery Improvements.** Abonmarche is getting close to being able to send the project out for bids.

In response to a question, it was noted that funding for this project comes from people purchasing plots which are put into a fund earmarked for cemetery improvements. Another query brought the response that this project will not deplete the fund and there will be money left over for future improvements.

4. **Dyckman Beach Sign.** Staff indicated that it is time for decisions to be made in design of fonts and colors, which will be discussed in a later item on the agenda.
5. **Harborwalk.** On 09/13/2016 a one foot wide easement was obtained from the neighboring parcel owners. Concrete replacement has started near North Shore Drive and landscape work has occurred to permit sidewalk placement.
6. **Kids' Corner.** Waiting to see if a grant award will be made. In the interim staff has been replacing older damaged boards and doing preventative maintenance.
7. **North Beach Improvements.** Design is ongoing. This project will be discussed under Item 7 of tonight's agenda.

In response to a question about funding, it was explained that funding will be partially from the state and partially city funds.

8. **Optimist Tot Lot.** In response to a question Halberstadt encouraged anyone with creative ideas for playgrounds and parks to send those to him for consideration.
9. **South Beach Restrooms & Splash Pad.** Olson Brothers will be putting new shingles on the pavilion and restroom building.
10. **Water Street Streetscape Improvements.** Abonmarche will be looking at two different types of construction for building the staircase.

In response to a question regarding landings on the staircase, staff noted that once we dive into the design this issue can be brought back to the commission.

NEW BUSINESS

7. Commission will be requested to review the proposed play equipment for the North Beach Project.

Kathy Burczak explained that this master plan is a result of work done by the consultant with the public; an accessible playground structure was needed for grant approval. There was a landing space and a mat for access in the plan and upon further discussion with the city, direction was given for a theme type of project that would have play value, be accessible, and fit within the sight-line of the existing play structures. After questions regarding what Burczak meant by city direction, and queries about why the Parks Commission has not seen this before now, Halberstadt clarified that the city manager requested Abonmarche to look at a boat-themed structure.

Burczak informed that the existing equipment will remain in place except the dome circular climber which is in poor condition. The proposed play structure is an additional, new piece of playground equipment required for grant approval. This will add an accessible structure where there never has been one and is designed to encourage group play and interaction.

Burczak noted that the master plan that was approved indicates locating this structure in front of the triangle parking lot and where the existing pieces are with an accessible mat leading up to it with transfer station.

Option 1. Visually it looks large; it is 11'6" at the highest point. It has a couple of slides, a deck surface and the illusion of looking like an adventure ship. The packet includes photographs of the piece in an existing park.

Option 2. This structure is similar but without the smokestacks which lowers the height; there is still the effect of a ship but not as much. This option is offered in case there is concern with the height of Option 1.

Halberstadt said we are looking at two different options because of concerns with the impact on views by people that have property along the lakeshore. We have had several public input meetings and workshops. In response to a question by Onuki regarding the smokestacks, Burczak stated the smokestacks are primarily aesthetic. Discussion ensued regarding the differences between the options.

Moore asked the cost of the structures to which Burczak responded that Option 1, the ship with transfer installed is approximately \$48,000 while Option 2 installed the same way is about \$40,000. In response to another question by Moore, Burczak noted that she did research other options in the same theme. One, a tugboat theme, was a custom play structure which cost around \$80,000.

Toneman suggested that if this amount of money is being spent, the children's' view of the lake and perspective should be considered. In response to Burczak noting that the purpose of this type of structures is to spark imaginative play, it was asked if a theme would limit imaginative play.

Discussion ensued regarding the difference in the amount of sand at the North Beach as compared to the aerial provided in the package. Halberstadt explained that the north beach doesn't lose a lot of sand; due to how the piers are located the North Beach tends to gain sand while the South Beach has lost a large amount of sand this year.

Discussion ensued regarding locating this play structure on the North Beach to which Onuki added that while she and her friends and their children do not go to the North Beach, if the boat-themed play structure was there she and her friends would go there.

In response to a comment by Moore, who feels the Parks Commission was not given enough input in deciding on a play structure, rather were given the option to vote on a \$40,000 or \$48,000 price tag, Toneman noted that since the splash pad will have a ship theme this play structure would provide continuity on both sides of the river and would tie in well. Discussion ensued regarding the number of children that can play on this structure at one time. Burczak explained the amount of space needed for a swing set is sixteen feet in front and back and six feet on each end and noted that a swing set would only accommodate three kids, but this will have accommodation for 20 to 25 kids.

In response to a question by Moore regarding whether any play structures that work like Lego© are available, Burczak noted that once this structure is in place, expansion can take place with a variety of other play items. Halberstadt added that the center part of the proposed structure is of a modular type design, with the piece that looks like the bow of a boat added to create the boat theme.

McAlear stated he was ready to make a motion to accept the proposed boat themed play structure but there was dissent by some members.

Motion by Arnold to instruct staff to continue exploring other theme playground options to be brought back to the Parks Commission. Second by Moore.

Ayes: Arnold, Moore, Onuki, White

Nays: McAlear, Toneman

Motion carried.

8. Commission will be requested to review improvements at the Liberty Hyde Bailey Museum campus.

Ann Long, Chair of the non-profit board of Liberty Hyde Bailey Museum, 903 South Bailey Avenue. Explained a little of the history of the museum which was deeded to the city in 1938. The museum site was initially placed under the Parks Department to preserve it.

Long noted that the board is proposing removing the invasive species in the under canopy, such as burning bush and Japanese honeysuckle and replacing them with native plants to maintain the integrity of the woods and so it looks as it did in Bailey's time, improve the nature trails and create a sanctuary for animals and people. Long explained that while the property has been safeguarded within the park system it is not really a park, but more of a natural setting, which the board wants to capitalize on.

Long explained that eventually the board wants to have areas of art throughout the trail so it is a retreat for those who are looking for a sanctuary in nature. There is a variety of hardwoods and it is beautiful.

Halberstadt noted there is at least 1000 feet of trail and indicated that what staff is looking for tonight is a motion of support from the commission.

Motion by McAlear to support the proposal by the Liberty Hyde Bailey museum board. Second by Arnold.

All in favor. Motion carried.

9. Commission will be requested to review the color and font selection for the Beach Access Signage.

Halberstadt explained that the color and font need to be decided on and reminded that this will be a standard for future signs. Some questions for the commission were

- 1.) Do we want the city logo on the sign?
- 2.) What font (see page 47 of the packet)? Recommends a simple font
- 3.) Colors
- 4.) Does the commission prefer "Oak Street Beach" or just "Oak Beach?"

Onuki asked if there is consistency with any of the other beach names and Halberstadt noted the names of the other beaches, none of which included the word street. Consensus for just calling it Oak Beach.

Arnold likes the idea of the logo, McAlear does also. There appeared to be consensus for using the logo.

Halberstadt suggested the blue #24 or #25 for the color of the lettering, the city logo being red and white. Onuki stated she likes the san serif in the example in the packet. Discussion ensued regarding what colors would be used where. There was consensus on the blue in the logo being the same as the lettering.

Toneman noted that he wants it to be simple, uniform and easy to read for those who aren't from South Haven, so they see the sign and they know it's one of our public beaches.

10. Commission will be requested to review the feasibility of instituting a ban on smoking in City Parks and other public outdoor spaces.

In response to comments about the information provided, Hunter agreed that he researched this subject quite a bit and noted that many communities along the lakeshore struggle with smoking on the beaches and outdoor spaces.

Hunter explained he found that there are some communities that have ordinances which could be found readily on their website. Others mention non-smoking but it is not in their ordinances. Hunter noted that this is the debate for the Commission, "Do you want an ordinance that is enforceable or do you want to just add it to prohibited acts?"

Hunter said the city gets complaints about the butts on the beach, noting that it is hard to clean up even with the beach cleaner. The butts do eventually get in your waterway. So it's something to consider. Moore stated he personally would not want to have someone smoking next to his grandchildren. Onuki had that happen and the smokers would not stop, in fact they laughed at her, so she and her children left.

McAlear wondered about talking to police department about enforcement, noting he is against smoking but wondered if trying to enforce it, along with alcohol, makes it more complex. Hunter said there are considerations; if you just use signage maybe 50% will obey it and 50% will say they are going to smoke anyway and that can get confrontational.

Discussion ensued regarding the effectiveness of signs. McAlear said he can support putting it on signage but right now with the alcohol he thinks it adds complexity with enforcement. Arnold noted that at City Council we heard from Police officers regarding enforcement on the rental issues, that they are tasked to protect life and limb; they will enforce rental issues secondarily.

Hunter said, "That is not our intent, we just want to make it clear in the ordinance and on signage, but that is for the commission to decide. Arnold said Michigan State just banned smoking on all campuses. McAlear pointed out that a college has a captive audience and they have to obey.

Onuki asked if there would be fines, to which Hunter responded, "Yes, and they are graduated, first offense, second offense, etc. if the commission wants to go that route."

McAlear asked what the state parks do. Moore said zero alcohol. It was noted that while the alcohol policy is a whole different issue, if the state parks regulate smoking that would be a benchmark.

White said people are going to smoke regardless and asked if the city has the legwork to enforce that kind of ordinance. Told about being at a recent Elkenburg Park event and there were people smoking and the city, state and sheriff law enforcement officers did not seem to find that to be a problem. "Are you willing to pay more officers to come in? Maybe you could have designated places where people can smoke." White noted that she does not really mind if people want to smoke around her.

Toneman asked if you want us to make a motion. Hunter said if the commission would like us to, staff could add smoking to the violations list. Hunter also stated the issue does not have to be decided tonight.

Motion by Arnold to amend the prohibited acts ordinance 58.83 to add smoking to prohibited activity in public outdoor spaces, Second by Moore.

Staff was asked for clarification regarding the use of the words "public places" and whether public places would include such places as the pavilion. Halberstadt pointed out that there are city spaces that are not technically in a public park. If we amend the ordinance to include parks and beaches, it doesn't necessarily include other public spaces. After discussion it was decided that staff will come back to the commission with suggested language. Discussion ensued regarding other public spaces and adding vaping as well as smoking. Halberstadt said staff will investigate the ordinance.

Motion carried.

11. Elkenburg Park tree planting.

Hunter explained that Chemical Bank has graciously offered man power to plant trees. At the recent event in Elkenburg Park it was noted there is a lot of sun and not much shade in this park. City staff proposes adding ten additional trees to this park, still leaving open green space for kids to play.

Moore said he drove by and wondered if the proposed trees are fast-growing. Hunter noted that staff also considered that but some of the fast-growing trees, like silver maple, will not have longevity. The arborist recommended these varieties. In response to questions it was noted that the City of South Haven is providing the trees and the bank is providing the labor. The city will prepare the holes and they will plant the trees.

Onuki asked about the idea of planting ornamental cherry trees, explaining the tradition in Japan that when the cherry trees bloom people take the day off and have picnics under the cherry trees. Hunter suggested looking into the hardiness zone, looking into the possibility of the species you are referring to.

Motion by Arnold, second by McAlear to proceed with the Elkenburg tree planting.

All in favor. Motion carried.

12. DPW Director Comments

Hunter thanked the commission.

13. Commissioner Comments

Moore: Spoke about his concern that the kayak rental is storing the kayaks on racks on the beach, while the agreement was for the kayaks to be removed each night. Hunter will review the agreement and look into it.

Moore: Signage on park benches. "What size is it going to be?" Arnold noted that the commission wanted to get it standardized. Hunter explained that the plaque size will be in the application for the donation. Those options will be gone over with the applicant.

Discussion ensued regarding plaques for tree donation and the life expectancy of various items that can be donated.

14. Adjourn

Motion by McAlear, second by Arnold to adjourn at 7:33 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Construction Board of Appeals

Regular Meeting Minutes

Wednesday, September 14, 2016
3:00 PM, Conference Room A
City Hall, 539 Phoenix Street



1. **Call to Order** – Chair Morse

2. **Roll Call**

Present: Mark Dibble, Larry Heinig, Bob Stickland, Ed Morse
Absent: None

3. **Approval of Agenda**

Motion by Stickland, second by Dibble to approve the September 14, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. **Approval of Minutes** - July 27, 2016

Motion by Heinig, second by Dibble to approve the July 27, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

5. **Public Comment**

None at this time

6. **NEW BUSINESS**

312 Edgell – Demolition Order

Anderson reviewed the background of this property including enforcement efforts which began on this vacant property began in 2011. The owner has not been responsive to the city demands that the property be brought back into code. On June 6, 2016, the city building inspector sent a hearing notice to the owner, Dennis Wooten, and posted it on the front of the structure. The certified letter was returned unopened. The hearing was

held on June 22, 2016 and the owner was not in attendance. The demolition was scheduled for not more than 21 days or July 13, 2016.

It was subsequently determined that the notice may have been mailed to the wrong owner and the process was restarted sending notice to and holding the hearing for Household Finance Corp of Florida. That owner also was a no show. The deadline for demolition was then moved back to August 5, 2016. That date has now passed.

During this process, there was some confusion as to who was actually the owner of the property. We are required to contact the most current address of the responsible person or person listed on the tax rolls. The person originally listed was Dennis Wooten. Mr. Wooten apparently lost the house to Household Finance Corp. We were later told that Mr. Wooten again owned the house. We asked the city assessor to work with Van Buren County to determine the actual owner of record. It was found that Household Finance Corp is in fact the current owner of record.

Before the city is allowed to demolish a private building, there are several requirements which need to be completed, according to City Code 570. The Construction Board of Appeals meeting is one of those requirements.

Anderson recommended that the hearing officer's demolition order be held up, noting 21 days is the minimum time required and that the board may give more time at their discretion.

Discussion ensued regarding the official owner of record being the one on the tax rolls with no official information telling us anyone but Household Finance is the owner. There was also discussion regarding a possible title search being done by the city attorney before demolition occurs.

Motion by Stickland to uphold the hearing officer's order for the owner to demolish on or before October 5, 2016 (21 days) or the city will proceed with demolition.

All in favor. Motion carried.

7. Adjourn

Motion by Heinig, Dibble to adjourn at 3:15 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

THE BAILEY MUSEUM

September 21st 2016 Board of Trustees Meeting Minutes 6:15 P.M. McNeil Event Room

Director Present: Michael Fiedorowicz

Board Members Present: Anne Long, Joan Hiddema, Bill Lundy, Melanie Gleiss, Robin Reva, Todd Robbins

City Council Representative Not Present: Vickiy Kozlik Wall (Excused)

Call to Order

Meeting called to order by Anne Long at 6:15

Resignation Letter of Cindy McAlear

Letter was read out loud by Anne Long and discussion held on how to recognize Cindy for her valuable work she did on the museums behalf, especially her work with membership and getting the reciprocal museum program running. Her positive & optimistic outlook was recognized and a newsletter piece and brick with her name was suggested.

Guests:

Long welcomed our guests for the evening, Margaret Guimond and Scott Wall (who may be interested in serving on our board)

Bailey Moment of Inspiration To be continued at next meeting

Next Meeting Volunteer:

Approval of Minutes (May 18th 2016)

Anne Long asked if there was any discussion concerning the minutes of the last Board meeting.

It was moved by Joan Hiddema to accept the LHBM Board minutes from the July 2016 meeting.

Motion seconded by Robin Reva, Motion Carried.

TREASURER'S REPORT – JOAN HIDDEMA

Checking Account Balance: \$ 19,421.47

McNeill Endowment Account: \$ 13,1333.36

South Haven Community Foundations Investment: \$ 5,000.00

Also discussed was the grant work Mike has done and the \$12,500. 00 that has really helped to put us in good standing. Joan also provided P&L statements and some discussion on the positive arrangement with the city and the impact it has made with our financial security..

DIRECTOR'S REPORT – MICHAEL FIEDOROWICZ

I would like to thank the board for the gift to the Multiple Systems Atrophy Coalition in memory of my father in law, Tom Kotch. The group was helpful informing my wife of what to expect with the disease. It is relatively unknown and so information is hard to find. The Coalition shared information among those who are

suffering through the disease, giving people information about what to expect next, what medications are useful or not, and support. Thanks for thinking of him.

Development & Grants

I am pleased that we have received a grant for \$12,500 from the Michigan Council for Arts and Cultural Affairs. The comments by one of the two reviewers were the most negative I've heard of one of my grants (during MCACA public review panels). Perhaps it reflects more on the particular reviewer. I will be issuing a press release soon announcing the grant.

We have completed the Lighter Quicker Cheaper Grant project funded of the Michigan Realtors. Anne submitted the application in the spring, at the behest of Meryl Greene, a realtor with Weber Seilor Realtors in South Haven. The project was the design and purchase of a set of 16 new garden signs marking plants. The realtors will be producing a press release for the project, for which we have provided photographs.

I will be working on the reports for the 2016 MCACA grant and the Save Michigan History grant next month.

Management

The museum will close, except by appointment, after September 24. That is the last day of the current exhibition. I had discussed reducing hours or keeping the museum open later in the season but without additional staff that isn't practical. My long term goal is to make the museum open all year long, but not for this year. We will, of course, reopen for the Arts and Antiques event here in November (11th through the 19th).

Our attendance for August was 224, part of the attendance number comes from kids in the Outdoor Explorers class (33 total participants). In 2015 we had higher attendance, with 460 total, attributed to interactions at the farmer's market. Though this year we had 40 more (129 total) gallery visitors. Our museum/exhibition visitors have been higher this summer, with many more visiting because they read about us or discovered us when researching South Haven. That is based on conversations I've had with several groups of visitors. Also, many have connections with Cornell and Michigan State University.

Collections and Exhibitions

The show ends on September 24 at 4:00. It has received praise from visitors, some who have spent up to an hour visiting the museum. People regularly offer their praise of the permanent exhibition also.

I have been adding images of the letters from L.H. Bailey to his family to the collection section of our website. They report on his research trips to Haiti and Mexico. The letters are a great read, Bailey he uses creative references to the addressees, discusses his traveling partners and his adventures. A dozen can be viewed on our website now.

The Bailey's Buttons project is being formatted for the website. It is behind schedule by about four months. It will further enable visitors, children in particular, to see other items in the collection through a website.

Public Relations and Advocacy

I am planning on publishing The Bailey Bulletin at the end of October. It will feature the Arts & Antiques sale, our membership list, new hours, thank-yous and an annual report.

Continuing Business

1. Review and Revise Strategic Plan

Quick fun run thru putting checks on the status of the strategic plan to see the progress we have made.

2. Review Current Members and Placement on Organizational Flow Chart

Committee Reports:

Sanctuary Trail (attachment: materials presented to Park's Commission)

a. Park's Commission Motion

Long and Hiddema met last week with the Parks commissioner to keep everyone in the loop about the project. Larry Haberstadt had some ideas for the barn. Voted in favor.

b. Meeting with Susan Trabucchi

Susan is the head of public relations at the hospital for the transitioning process for Bronson. October 8th a big meeting at the hospital with Frank Sardon. Have made them aware of our space that can be used for meetings and other events.

c. Storage barn

David discussed ideas for the building of an outdoor building for tool storage etc. 10 x18 and wood. Talked to Aaron Priebe about having wood milled to build it.

Membership and Marketing

Haven't met in a couple months so no new buisness to report. Have to start thinking of the annual appeal letter November 1st

Educational

Meme Williamson has joined the group to get kids involved with the Bailey's Budding Naturalist Program. Will work again with Sarett. On the calendar for June 19th for a year. Doing Thursday stand alone classes . Objective is to be relating to the Bailey Nature course studies. Want to tie programming in to family, fun, hands on exhibits. Also excited to have the anniversary of the Bailey house- (160 years old in 2018) be an exhibit as one of the oldest standing homes in South Haven, Michigan.

Facilities (Meetings with New BPW Director, Bill Hunter)

New Business

1. Arts and Antiques

Will have an gala opening party November 11th from 6-9 pm with Megan Dooley & The Lost Roots, in the barn. Tickets are \$20 and goal is to sell 50 tickets. The store will be open 9-6 Saturday & Sundays the 11th ,12th , 18th & 19th .

2. October: Open Membership Meeting

3. One page summary for prospective board members

Joan will share a 1 page sheet used by Al-Van as an example.

FLOOR

Todd Robbins – extended a big thanks to Todd for the great Fenn Valley event, was a wonderful time. Should be an annual event! And thanks to Fenn Valley for their donation of Todd's time & the wine!

Anne Long- Excited for the Oct 20th event with Maynard Kauffman & Barb Geisler and the tour of their sustainable home, The Sunflower. Leave museum at 3:30, meet at the Bangor Depot for coffee, sandwiches and the talk, then on to the house for a tour. Also a plaque is in the making for the barn with general info.

Bill Lundy- Presented Anne an envelope of papers from his great grandmother Alice Lewis, who lived at the museum. Contained deeds and letters and other treasures. Alice had drawn a map of where everything in the house was.

Margaret Guimond –will be happy to join our board!

David Fenske- would like to have brochures available for people outside and maybe even in the hospital. Considering a split rail fence to continue along the parking lot across from the hospital. Would like help to do a fall cleanup will work out a work date. Would like to see about having a butterfly, bee and hummingbird garden for next year and be able to possibly register the garden. Secret plant is a gourd but answer has to be specific.

Mike Fiedorowicz- can watch the review of the grant online. Felt it was ripped to shreds and they wouldn't get anything, so happy to have gotten 12,500.

Melanie Gleiss-thanks for changing next month's meeting date to Tuesday!

ADJOURNMENT

It was moved by Joan Hiddema to adjourn. Seconded by Robin Reva Meeting adjourned at 8:45

Next Meeting: **TUESDAY** October 18th 6:15 and is the Annual Membership Meeting

Respectfully submitted
Melanie Gleiss LHBM Secretary



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager

From: Michelle Coffey, Special Events Coordinator

Date: October 25, 2016

RE: Special Event 2016-44 – Christmas Parade

Background Information

D.A.S.H. and We Care I.N.C. has put in a Special Event Application for the 2016 Christmas Parade to be held on Friday, November 25, 2016 from 4:30 pm to 7:30 pm. The parade route will be the same as last year. The theme of this year's parade is: Storybook Christmas. There will be free hot chocolate for parade viewers and a chance to vote on your favorite float! In addition, there will be an opportunity to get a picture with Santa for \$5.00/picture.

Attachments

Special Event 2016-44 Special Event Application & Map

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2016-44
Date Received 10/13/16

The Special Events & Festivals Information Pamphlet must be read before filling out this application.

Complete and return this application to the Parks and Recreation Office at least 21 business days prior to the start of the event.

A new application must be submitted each year.

I have read the Special Events & Festivals Information Pamphlet and will fill out this application completely; agreeing to follow all policies and regulations set by the City of South Haven.

[Signature]
Initial

10/10/16
Date

CONTACT INFORMATION

Event Title: Christmas Parade

Sponsoring Organization: D.A.S.H. & We Care INC.

Applicants Name: Linda Olsen

Telephone #: 269-214-0168 Phone # During Event: Same

E-mail Address: linda@we-care-inc.org

Other contacts for/during event

Name: John Braun Telephone: 713-842-5354

Name: _____ Telephone: _____

EVENT SPECIFIC INFORMATION

Event Location: Downtown South Haven

Date(s) Requested: Fri. Nov. 25, 2016 Alternative Date(s): _____

Start Time: 4:30 p.m. End Time: 7:30 p.m.

Any event that exceeds 10:00 P.M. has to be approved by City Council

Number of people expected to attend: 1,000

EVENT DESCRIPTION

Please give a description of the event (Please attach a separate sheet with details if there is not enough space below)

We Care's 9th Annual Christmas Parade: Theme - Storybook Christmas. See Map for Route. Approximately 30 parade entries. Celebration on front lawn of City Hall and/or Dyckman Park directly across street. See back for celebration details.

over

Celebration Details....

1. Free Hot Chocolate for parade viewers.
2. Additional float viewing directly following the parade. Floats will be located in the Huron Street parking lot and viewers will have opportunity to vote for their favorite entry.
3. Prizes for Best Business Entry, Best Organization entry and Peoples Choice will be awarded.
4. There will be an opportunity for children to have a picture taken while sitting on Santas lap (\$5.00/picture).

MAPS/LOCATION – mark event items on map(s)

Check items below that apply to your event. **All items checked below must be indicated on the MAP(S). Maps can be found on the city's website.** Please note, map(s) must be submitted with the Special Events & Festivals Application.

City property or city park use. Show locations of fencing, barriers, or barricades. Include streets and/or sidewalks to be closed or barricaded on map(s). To ensure requested items, such as cones or barricades, are reserved and available for the day of the event, please complete the **CONES AND BARRICADE REQUEST FORM** and submit it with the Special Events & Festival Application. Requested items are available Monday through Friday during office hours between 7:00am and 3:30pm; the office is closed during lunch from 12:00pm to 1:00pm. Should you require an alternate time a **\$50 After Hour Charge** will be assessed. Please note, if the Cones and Barricade Request Form is not submitted, the City of South Haven can not guarantee the requested items will be available for the event, **first come - first served, limited quantity available.**

Barricade Request: Mark locations on maps. Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Cone Request: Mark locations on maps. Cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

Explain closure _____

Entertainment, dance, tent or stage. Mark locations on maps.

Event Command Post. Mark location on maps.

Dumpsters and/or trash containers. Mark location on maps.

Portable toilet facilities. Mark locations on maps. How many? _____

The City requires the use of portable facilities for events expecting over 500 attendants.

****Huron Street Pavilion requires portable toilet facilities for events expecting over 150 attendants. ****

Under part 117 of Act, 1994 PA 451, Waste servicers must dispose of their waste at a wastewater treatment plant with an approved receiving facility. The South Haven Wastewater Treatment Plant is **NOT** an approved facility.

Approved facility being used _____

Parade. Mark beginning area, the route* (with arrows) and finish area on maps

*If Business Route I-196 needs to be closed for the Parade you will need to contact Department of Public Works at 269-637-0737 to obtain a MDOT permit for road closure.

Participants. Mark parking areas, bus locations, and special passengers on maps.

Parade Line up at 3:30 pm in Huron St. parking lot.

Relay event. Indicate "hand-off" points and areas of participant equipment impact.

Aircraft landing / hot air balloons. Mark location on maps.

Fireworks/pyrotechnics site. Mark location on maps.

Vendors/General Merchandise concession areas. Mark areas on maps. Name of contact person for vendor(s)

Vendors and General Merchandise Concessions will not be allowed in the Central Business District (CBD). Please refer to the Special Events & Festivals Information Pamphlet for a detailed map of this area.

Name: _____ Telephone: _____

Note: Number will be given for all vendor inquiries. It is suggested that the Sponsoring Organization issue a paper permit to be displayed by vendor to let city and event staff now they are an approved vendor.

First Aid facilities. Mark location on maps. List agency providing staff and equipment

Name: _____ Telephone: _____

Live animal sites. Mark location on maps and describe: _____

Any other item(s) that should be included on maps. Explain: _____

ADDITIONAL EVENT INFORMATION

Liquor License

The sale and consumption of alcoholic beverages may occur on publicly-owned property located with the approved [Downtown South Haven Special Event Area](#). Guidelines for such special event liquor licensing are available in the [Special Event & Festivals Alcohol Policy](#). These policies require that an application be filed with the City of South Haven and the Michigan Liquor Control Commission.

[City of South Haven Liquor License Application](#)
[Michigan Liquor Control Commission Website](#)

Liquor license application must be submitted before the city will process this special event application.

Noise: Please describe i.e. music, sound, amplification and any other noise that impacts surrounding area. Provide dates and times noise will occur. **All noise must stay within the city's noise ordinance. Noise Ordinance Sec. 30-28. City Noise Ordinance will be enforced.** If you have any questions about the noise ordinance please contact the local police department 269-637-5151.

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

Signage: Prior to the event a list of all signage (example: sandwich boards, banners, etc.) and placement of the signage needs to be turned in to the city's Parks and Recreation Supervisor. Upon submission the signage requests will be reviewed by the Parks and Recreation Supervisor; additional approval may be required. ***Due to limited space for banners, they will be placed on a first come first served basis***

Street Marking: Painting and marking on roads and sidewalks should be held to a minimum, and paint specifically designed to wear away in a short period of time and approved by the city shall be used. Please contact the Parks and Recreation Supervisor for approved list.

CITY SERVICES

Are you requesting any utility services to be provided: Yes No

If yes, explain: _____

If electric utilities requested, name of festival person or electrician who will be responsible:

Name: _____ Telephone: _____

Will vendors be using electric utilities: Yes No

If yes, the city's Electrical Inspector will be making inspections of all vendors using electric during events. A charge of \$10.00 per vendor will be billed to the **Sponsoring Organization** (NOT the vendor) following the event.

Will you require additional police services: Yes No

If yes, explain: To assist with traffic control and lead the parade.

Sign (Billboard Size) to be put on front lawn at City Hall. Nov. 5th thru Nov. 25th.

Will you require additional fire/ambulance services: Yes No
If yes, explain: _____

Additional fire information: Mark all that apply

- Tents Concessions Exits Compressed Gases
 Extinguishers Electrical Exposed Flames
 Other: _____

If you checked any box in the "Additional fire information" section, you **MUST** obtain a "FIRE & LIFE SAFETY (Form A3) REQUIREMENT FOR VENDORS, PARTICIPATING IN FESTIVALS, FAIRS AND ALL OTHER OUTSIDE EVENTS/ACTIVITIES" information form from the Deputy Fire Chief. Please contact the South Haven Area Emergency Services at 269-637-5151 located at 90 Blue Star Hwy.

The primary concern during an event is Public Safety. In the event of inclement weather the City of South Haven has the right to cancel or postpone any special event; this includes the City Manager, Police Chief or his designee and Fire Chief or his designee.

INSURANCE

The city requires proof of insurance (\$1,000,000) naming the City of South Haven as "additionally insured". The Proof of Insurance Certification needs to be turned in with the Special Event application.

Is the Proof of Insurance Certification Provided with Special Event Application? Yes No

REMINDERS

IF needed, we will provide proof of Insurance rider closer to parade date.

Please make sure the following items are turned in with the Special Events & Festivals Application

- Map(s) *Attached/B = Barricade*
 Proof of Insurance Certification
 Cones and Barricade Request Form (if applicable) *Noted on attached map.*
 Submitted liquor license application (if applicable)

INDEMNIFICATION AGREEMENT

The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising out of resulting from or in connection with the use of said Public Property

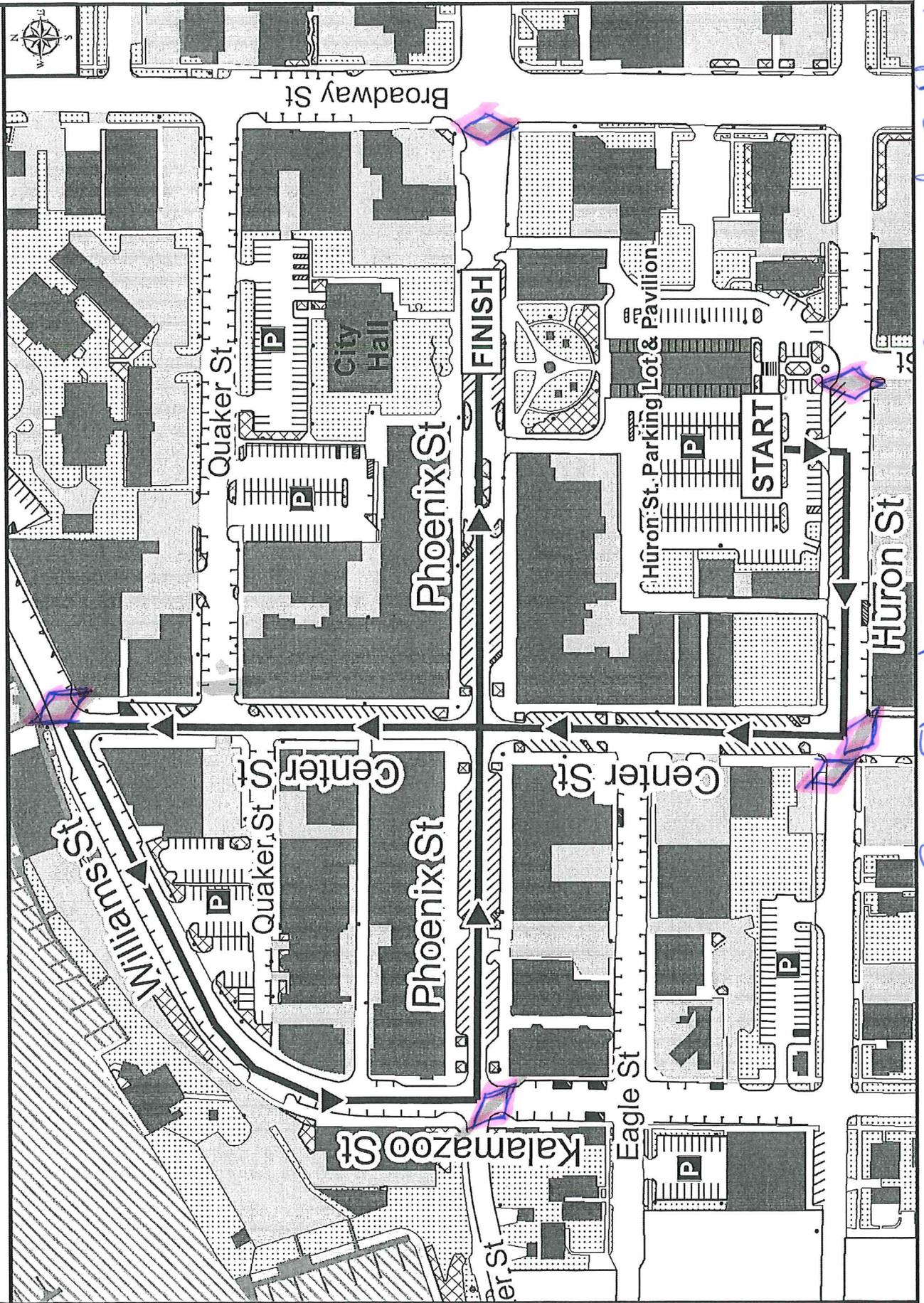

Applicants Signature

10/11/10
Date

Please return to:
Parks and Recreation Supervisor
Department of Public Works
City of South Haven
1199 8th Ave
South Haven, MI 49010
Phone: 269-637-0772 / Fax: 269-637-4778
Hours: Monday-Friday 7:00a.m. – 3:30p.m.

Please remember this application must be submitted to the Parks and Recreation Office at least 21 business days prior to the start of the event.

Festival of Trees Parade Route - 2015 2016



Very few floats so crossover doesn't matter



Agenda Item 9 Nonconforming Lots, Uses and Structures Zoning Amendment

City of South Haven

Background Information:

Zoning ordinance section 1901 as it exists is very confusing and difficult to interpret given that it does not clearly delineate between nonconforming *uses*, *structures* or *lots*. For example, section 1901 is subtitled Legal Nonconforming Lots, Uses, Buildings and Structures but nonconforming lots are not addressed until section 1909, much later in the article. Another example is section 1901-2 which appears to address nonconforming uses but changes direction by adding fragments of regulation for nonconforming structures. It is very difficult to follow and interpret this section as written. While working with the city attorney drafting the short term rental ordinances, it was again noticed both by staff and the attorney that the nonconformity article was confusing and contradictory. As a result, the attached text was drafted in hopes of helping to clarify an inherently confusing aspect of zoning.

The revised text clearly explains the regulations applying to each type of nonconformity. For example, nonconforming uses (this would include commercial uses, residential uses and industrial uses which are located in an incorrect zone) may be increased or even replaced in certain instances. Nonconforming structures (this would include an existing residence or other building that is too tall, too close to the lot lines or too large for the lot) may only be rebuilt in compliance with current zoning rules except under certain, specified conditions.

Nonconforming lots (such as lots that are too small or narrow to be in compliance with the current zoning rules) are regulated under a later section of the article (Sec. 1909). Those provisions remain unchanged.

At their June 2, 2016 regular meeting, the Planning Commission held a public hearing on the proposed amendment and received no comments. After the hearing the commissioners decided to meet again as a subcommittee to discuss with the city attorney the interpretation of the word "discontinued" as used in reference to nonconforming structures. On July 29, 2016 the commissioners discussed the matter with the city attorney (via speaker phone) at a work session and resolved any remaining issues.

On September 8, 2016 the planning commission unanimously approved a resolution asking the city council to adopt the resolution as drafted.

Recommendation:

Staff recommends that the city council introduce the public hearing at their first opportunity and adopt the amendment at the following meeting.

Attachments:

Draft Zoning Ordinance Section 1901
Resolution

Respectfully submitted,
Linda Anderson
Zoning Administrator

**PLANNING COMMISSION
CITY OF SOUTH HAVEN**

Van Buren and Allegan Counties, Michigan

Commissioner Gruber, supported by Commissioner Peterson, moved the adoption of the following resolution:

RESOLUTION 2016-0002

**RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL
APPROVAL OF A ZONING ORDINANCE TEXT AMENDMENT TO
ORDINANCE SECTION 1901**

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on June 2, 2016, to receive and consider public comment on the zoning ordinance text amendment and to review the information and materials available relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

After reviewing the information, materials and comments available in relation to the proposed text amendment (See Attachment A), pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

1. The Planning Commission determines that the proposed amendment to zoning ordinance section 1901 is appropriate with the intent of both the zoning ordinance and master plan for the City of South Haven. It also finds that the amendments as presented will add clarity to the terms and regulations attached to nonconforming uses, structures and lots.
2. The Planning Commission approves the amendment as submitted, (PC Case No. 2016-0014) and recommends that the City Council adopt the amendment.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Commissioners: Heinig, Peterson, Stimson, Loafman, Gruber, Fries

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

ABSENT: Commissioners: Paull, Miles, Frost

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on September 8, 2016.

Date: September 8, 2016


Marsha Ransom, Recording Secretary

**CITY OF SOUTH HAVEN
VAN BUREN COUNTY, MICHIGAN**

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 1901 OF THE SOUTH HAVEN
ZONING ORDINANCE TO REGULATE NONCONFORMING LOTS, USES,
AND STRUCTURES**

The City of South Haven Ordains:

Section 1. Amendment. Section 1901 of the South Haven Zoning Ordinance is amended to read as follows:

Sec. 1901. LEGAL NONCONFORMING LOTS, USES, AND STRUCTURES

1. *Nonconformities generally*. A legal nonconforming lot, use, or structure legally existing at the time when this Ordinance was adopted or is amended in relevant part may be continued even if it no longer conforms to the provisions of this Ordinance. However, a legal nonconformity may not be increased in any manner unless otherwise provided in this Ordinance.
2. *Nonconforming uses*. The following regulations apply to nonconforming uses:
 - a. *Increases in use*. Increases in nonconforming uses include, but are not limited to:
 - i. Occupying a greater area of land than was occupied at the time the use became nonconforming.
 - ii. Moving the nonconforming use in whole or part to any other portion of the lot than was occupied when it became nonconforming, unless approved under the provisions of this Article, a variance, or a special use permit.
 - b. *Replacement with conforming use*. Whenever a nonconforming use is replaced by conforming use, the nonconforming use may not be resumed and any subsequent use of the land must conform to the regulations for the district in which it is located.
 - c. *Discontinuance of nonconforming use*. Whenever a nonconforming use is discontinued for a period of 12 months or more, the nonconforming use may not be resumed and any subsequent use of the land must conform to the regulations for the district in which it is located.
3. *Nonconforming structures*. The following regulations apply to nonconforming structures:
 - a. *Change in use in nonconforming structure*. A nonconforming structure may not be enlarged or altered in a way that increases its nonconformity, but the use of a nonconforming structure may be changed or altered to any use permitted in the district in which it is located. Further, any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use, and which existed at the time of the relevant adoption or amendment of this Ordinance, but no such use shall be extended to occupy any land outside such building.
 - a. *Destruction*. If a nonconforming structure is destroyed by any means to an extent of more than sixty (60%) percent or twice its assessed valuation at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Ordinance. Where nonconforming status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.
 - b. *Relocation of structure*. If a nonconforming structure is moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located.

- b. *Single-family dwellings in business districts.* In business districts, existing single-family dwellings are permitted to add accessory buildings and uncovered decks in accordance with the requirements of the districts in which they are located.
- 4. *Changes toward conformity.* Changes on a lot that help bring it into or closer to conformity with this Ordinance are permitted. Such activities include, but are not limited to increasing parking where it is deficient, adding landscaping screening, or fencing where it otherwise is required or would help mitigate a negative impact on abutting property, or replacing signs which do not conform with this Ordinance with ones that do.
- 5. *Additions relating to multi-family occupancy.* Decks, stairways, fire escapes and wheelchair ramps shall not be considered an expansion to a multiple-family residential nonconforming structure in an R-1 or R-2 district if all of the following conditions have been met:
 - a. The addition meets the dimensional standards of the zoning ordinance;
 - b. There is no roofing, screening or enclosure of the addition;
 - c. The height of the floor of a deck addition is not above the first story floor level of the main structure being added to;
 - d. No part of a deck addition structure is located above the guardrail or hand railing height as required by the building code; and
 - e. The baluster area between the flooring and the guardrail or hand railing shall have at least a fifty (50%) percent open area.
- 6. *Fences and dumpster corrals.* Fences and dumpster corrals shall not be considered an expansion of a nonconforming use if the proposed fence or dumpster corral meet the zoning ordinance standards for a conforming use.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect 10 days after its adoption or upon publication of the notice of adoption, whichever occurs later.

YEAS: _____
 NAYS: _____
 ABSTAIN: _____
 ABSENT: _____

CERTIFICATION

This true and complete copy of Ordinance No. _____ was declared adopted at a Regular Meeting of the South Haven City Council held on _____, 2016.

 Robert Burr, Mayor

 Amanda Morgan, City Clerk

PC Hearing: 6-2, 2016
 Introduced: _____, 2016
 Adopted: _____, 2016
 Published: _____, 2016
 Effective: _____, 2016



Agenda Item 10

DDA Financing Contract Consideration

Background Information:

The City Council will be asked to consider approval of Resolution 2016-85, a resolution approving a financing contract between the city and the city's Downtown Development Authority (DDA,) to provide assistance with the city's water/sewer capital improvement projects.

At the DDA's October 12th regular meeting, the DDA board approved a motion which commits \$50,000 per year, for a total of 25 years, to assist with the city's planned capital improvements. The various capital improvement to the city's sewer/water system began this fall. Some of the planned improvements provide substantial benefits to companies located within the DDA's districts.

The following is provided to outline the current estimated costs associated with the:

1. Monroe Blvd/Indian Grove LS & Forcemain	\$2,913,426
2. Main LS/ WWTP	\$6,935,575
3. North Shore Drive	\$4,451,531
4. Dunkley/Black River Street	\$6,772,500
5. Kalamazoo St.- Phase 4	<u>\$1,058,842</u>
	\$22,131,874

The construction work that will benefit the DDA includes: Black River Street (\$2,242,274.33) and Dunkley Avenue (\$4,047,372.50.) The work within those streets includes roadway reconstruction, sewer main replacement, partial water main replacement, and storm sewer replacement – all improvement activities that the DDA has funded in the past.

As a result of the capital improvements and the projects providing higher quality and more reliable utilities to the various businesses and residential properties within the DDA district, the DDA board has committed funds to assist with the costs of the projects. The DDA board has committed to fund \$50,000 per year, for the next 25 years to assist the city with the capital improvement projects. Should the city wish to accept the assistance, the City Council will need to approve a resolution which authorizes a financing contract.

Recommendation:

The City Council should consider a motion to approve Resolution 2016-85, a resolution approving a financing contract between the city and the city's Downtown Development Authority (DDA,) to provide assistance with the city's water/sewer capital improvement projects.

Support Material:

Resolution 2016-85
October 12th DDA Meeting Minutes

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF SOUTH HAVEN
(Van Buren and Allegan Counties, Michigan)**

Resolution #2016-01

RESOLUTION TO APPROVE DDA FINANCING CONTRACT

Minutes of a regular meeting of the Board of the Downtown Development Authority of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan, on October 12, 2016, at 12:00 noon, local time.

PRESENT: Braun, Burr, Frederick, Maxwell, Newton, Whiteford, Olson

ABSENT: Campbell, Marcoux

The following resolution was offered by Member Whiteford and supported by Member Newton:

WHEREAS, the City Council of the City of South Haven (the “City”) has established and created the Downtown Development Authority of the City of South Haven (the “DDA”) pursuant to Act 197, Public Acts of Michigan, 1975, as amended; and

WHEREAS, the DDA is requesting that the City issue general obligation limited tax bonds and revenue bonds (the “Bonds”) to pay for a portion of the costs to purchase, acquire, and construct certain street and utility improvements in the City, which comprise projects in the DDA’s Development Plan and Tax Increment Financing Plan; and

WHEREAS, the DDA agrees to contribute to a portion of the debt service on the Bonds.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The DDA Financing Contract (the “Contract”) is approved in substantially the form submitted herewith, with such changes as the officers of the DDA signing the Contract shall approve, and the Chairperson and the Secretary of the DDA are hereby authorized and directed to sign the Contract.

2. The DDA shall include in its budget each year the amount necessary to make all payments required to be made by the Contract during such year, when and as the same shall become due. The DDA hereby pledges and agrees to pay the City each year the amounts due under the Contract.

3. The DDA hereby acknowledges that the City will issue the Bonds in reliance upon the agreement and promise of the DDA to pay to the City the amounts due under the Contract.

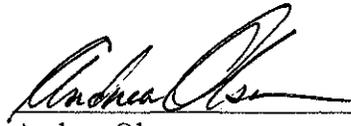
4. All resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded to the extent of the conflict.

YEAS: Braun, Burr, Frederick, Maxwell, Newton, Whiteford, Olson

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.



Andrea Olson,

Chair Downtown Development Authority of
the City of South Haven

CERTIFICATION

I, Marsha Ransom, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the Downtown Development Authority of the City of South Haven at a meeting held on October 5, 2016, and that public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended, including, in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Marsha Ransom

Secretary

Downtown Development Authority of the
City of South Haven

Date: October 12, 2016

Downtown Development Authority

Special Meeting Agenda

Wednesday, October 12, 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 (12:15 p.m.) Bob Burr, Sue Frederick, Scott Maxwell, Sally Newton, Kevin Whiteford, Andrea Olson

Absent: Chris Campbell, Jim Marcoux

Also present: Brian Dissette, City Manager; Wendy Hochstedler, Finance Director

3a. Approval of Agenda

Motion by Newton, second by Whiteford to approve the October 12, 2016 Special DDA Meeting.

All in favor. Motion carried.

3b. Approval of Minutes

Motion by Whiteford, second by Newton to approve the August 3, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

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

None at this time.

4. DDA will be asked to consider a proposal by Prein&Newhof in the amount of not-to-exceed \$30,000 for Center Street Improvement Phase 1: Existing Conditions Survey.

Experience has shown that a city has to have stamped drawings on file and ready to go in order to apply for an MEDC DIG grant. The state gives 30 days to produce a plan and one must be in place as it cannot be produced in 30 days. There is no indication when a grant announcement may take place. Dissette noted that the city has not been able to fill the vacancy Steve left in the Engineering Department but Steve oversaw the Phoenix Street project and knows all the downtown merchants. The costs in the proposal are right in line with what they should be. Steve Oosting is best suited to this project. No one knows better than Oosting what went into the Phoenix project underground and how to build in this city. This design work may not lead immediately to construction; the timeline depends on when the State of Michigan opens up the next round of DIG funding. The city cannot apply unless stamped drawings ready to go when that application opens.

Olson asked, "Do we know for a fact that there will be another round of DIG funding?" to which Dissette responded that he cannot be sure, because the MEDC is a group in transition. The city applied for the newly organized ICE program, but Dissette believes the next round of DIG funds will happen. Dissette explained, "There is a federal allocation to the State of Michigan; this year Flint happened and our DIG funds turned into ICE funds. Regardless, if the DIG program opens or doesn't we still need to address Center Street, get the plans together and be ready if the grant happens."

Dissette noted that according to Steve Oosting, the best time to do that field work is in the fall when things are less busy and merchants have a little more time. The grants, Dissette stated, have typically come in the winter. Dissette said Steve Oosting was in every single basement in Phoenix Street.

Hochstedler noted that in the current budget, DDA has \$378,900 in capital and also \$5,000 unassigned. With no assigned projects, Hochstedler does not believe the DDA will be using any reserves for fiscal 2017.

Motion by Whiteford, second by Frederick to approve the proposal from Prein&Newhof in the amount of not-to-exceed \$30,000 for Center Street Improvement Project Phase 1: Existing Conditions Survey.

All in favor. Motion carried.

5. DDA will be asked to consider adoption of Resolution #2016-01: A Resolution to Approve DDA Financing Contract.

Dissette gave a brief history of the St. Joseph project, done in 2004 to 2006, a multiblock water/sewer/street/sidewalk project. The city took on millions in debt which the TIF districts helped with. Currently the city is moving through millions of dollars of SAW work utilizing grants from the state to do analysis of flow metering, infiltration, unneeded flow into the Waste Water Treatment Plant. In addition, routine and regular sanitary sewer overflows caused by the pump station being overwhelmed and overflow going into the Black River and Lake Michigan necessitate notification to the State of Michigan and the health department. Dissette explained that the city is finally to the point of implementation and improvements and listed all the streets to see improvements and the pump stations. With North Shore Drive; Dunkley and Black River Street; Kalamazoo Street Phase 4 (affecting Trelleborg and Albemarle) projects all going Dissette forecasts dramatic rate increases. The City is collecting well over 1,000 special assessments. We are asking the DDA to contribute \$50,000 per year towards overall project costs which not only helps fund the work and has

an immediate impact for anyone who has water and sewer in front of their house. According to Dissette, a savings of \$23.00 per year can be realized for a typical household that thousands of individual customers do not have to pay. Dissette wants to lighten the rate adjustment for water/sewer users. The Local Development Finance Authority (LDFA) funded \$100,000 per year over the life of the project. There will be improvements within the DDA district.

Dissette asked the board to consider approval of the Resolution 2016 -01 noting this is good for all rate payers in the city and the townships.

Olson asked what part of the project is in the DDA to which Dissette responded that the main lift station; the Waste Water Treatment Plant; Black River Street and Dunkley Avenue are in the DDA.

Burr explained that there are two lift stations that feed the sewage to the Waste Water Treatment Plant. One main lift station is being built at the Waste Water Treatment Plant which retires those old stations. The sewer line goes down the river on the north side so the sewer is being rerouted so there will be a new sewer line under the river at the Filbrandt property right across from the sewer plant. There will be a new station that removes the sewer line from along the river which will allow more construction because the sewer line easements will be voided.

The shallowest point in the sewer system right now is directly outside Mayor Burr's house; the sewer crossing makes it impossible to dredge there so anything that requires a deep draft for a sailboat cannot utilize the upriver side of the bridge. Dissette reminded that a couple of years ago bumping into the sewer line was a real problem due to low water.

Discussion ensued about where the sewer line will be going which was explained as almost exactly past All Seasons is where the sewer line crosses the river. That is where the entire Northside sewer is flowing; this project will collect everything on the north side and it will be pumped under the river to the new pump station by the Waste Water Treatment Plant.

Dissette said the benefits of this project are multi-fold. The sewer will be placed under the center line of the street, out from under people's homes and the shores of the Black River.

Hochstedler put together some projections, and included the proposed \$50,000 contribution to the project beginning next fiscal year, July 1, 2017, (fiscal '18). According to Hochstedler, with that included, the DDA will still have positive cash flow, even there is \$350,000 budgeted each year for various projects. Hochstedler noted this does not count the debt service.

Dissette said at a 25-year commitment, the DDA will still have positive cash flow and still be able to do \$350,000 a year in capital spending. "The benefit is for all of you, if you are paying into water and sewer now it's going to help you and help me and thousands of our customers. We are trying to control rate increases we would have to put through to fund all of these projects."

Motion by Whiteford, second by Newton, to approve the adoption of Resolution 2016-01, a resolution to approve the DDA Financing Contract for proposed sewer/water improvements on Black River Street and Dunkley Avenue in the DDA District.

All in favor. Motion carried.

7. DDA will be asked to consider support of the Planning Commission's Recommendations regarding residential downtown parking.

Davidson explained that there are a lot of components to this. The City Council's priorities this year included looking at year-round housing for the downtown, so this was given to Planning Commission and they had workshops to make a recommendation. Letters have been sent to business owners and others collected signatures for support. The current code states that if you have a building downtown and want to put in upper floor apartments you must have two parking spaces per unit for those apts. The first one is exempt.

As an example, a building owner wants to put two units above their store and there is no private parking, so they cannot meet the city requirement. With the Planning Commission recommendation, they are looking to boost year round living in the downtown, hoping to boost downtown economic development and get some of these buildings renovated and up to code. Right now, through both city code and Michigan code, fire suppression is required in upper apartments, creating further safety requirements in the downtown.

Olson noted that this is a code issue and asked, "Why are they asking us?" Davidson responded that the city is looking for support for economic development and to get some of these downtown buildings renovated.

Braun noted that in theory more money would come back to us.

Olson asked about those who purchased their parking spots in the former "Parking Program". Davidson said that program allowed owners to pay into the program for fictional parking spaces. Those that did so are grandfathered in and would be given permits according to the Planning Commission's recommendation.

Newton said, "Think about snowplowing, you don't want them parking. Davidson said the crews already deal with this. They plow around the cars and the residents shovel around their cars themselves because they know they have to do that. Davidson said, according to the current code, vehicles are not allowed to park in the CBD overnight, however, is not enforced.

Davidson noted this is for existing buildings. If the owner can meet the parking requirement, they can apply for a grant. But if they have no private parking, they can't get apply due to restrictions in the city code. Newton asked if there could be a piece of this that addresses the downtown condos. Davidson said that must come from Planning Commission. Newton said even if every place in downtown had apartments it wouldn't fill all the parking lots.

Braun said this all stems from the city code of ordinances. "When was that put into effect? Why not just get rid of this in the ordinance? Wouldn't that be simplest?"

Newton asked, "What if we just had the ordinance go away?" Burr responded, "Chaos." Braun asked, "And this isn't chaos?" Whiteford suggested, "If we got rid of the ordinance and still have a permit for anyone in the DDA who has a living space (kind of like the city of Chicago) they get to park anywhere. Newton asked what the ordinance we are talking about getting rid of says. Davidson said she does not have the exact words but it prohibits parking

overnight and includes the part about the 1st apartment being exempt and 2 parking spaces required for more than one apartment.

Olson noted she is getting consensus that no one is happy with this proposal. Burr said give it a pass, it will go to the City Council anyways. After discussion it was decided to make a motion to support the development of the upper spaces in the downtown district.

Motion by Newton, second by Frederick to support the development of upper residential spaces in the downtown business district for year round occupancy.

All in favor. Motion carried.

8. General Comments

There were none.

9. Adjourn

Motion by Newton, second by Frederick to adjourn at 1:15 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-85

A RESOLUTION TO APPROVE DDA FINANCING CONTRACT

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 November 7, 2016, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City Council of the City of South Haven (the "City") has established and created the Downtown Development Authority of the City of South Haven (the "DDA") pursuant to Act 197, Public Acts of Michigan, 1975, as amended; and

WHEREAS, the DDA is requesting that the City issue general obligation limited tax bonds and revenue bonds (the "Bonds") to pay for a portion of the costs to purchase, acquire, and construct certain street and utility improvements in the City, which comprise projects in the DDA's Development Plan and Tax Increment Financing Plan (the "Projects"); and

WHEREAS, the DDA agrees to contribute to a portion of the debt service on the Bonds.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The DDA Financing Contract (the "Contract") is approved in substantially the form submitted herewith, with such changes as the officers of the City signing the Contract shall approve, and the Mayor and the Clerk of the City are hereby authorized and directed to sign the Contract.

2. All resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded to the extent of the conflict.

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 7th day of November, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Travis Sullivan, City Clerk



Agenda Item 11

South Haven City Boundary Line Adjustment Consideration

Background Information:

The City Council will be asked to consider approval of Resolution 2016-86, a resolution approving a detachment agreement and detachment of property from the city's jurisdiction to South Haven Charter Township.

The City Council has been requested to consider detachment of the property owned by Floyd and Betty Dopp from the city limit to South Haven Charter Township. The Dopp family currently own adjoining parcels of land, one of which is within the jurisdiction of South Haven Charter Township and the other is within the city's jurisdiction. Because the two parcels are in adjoining local units of government, the Dopp family cannot fully avail themselves of certain rights with respect to property taxes and the property. As a result, the South Haven Charter Township Board has requested the city consider approving the proposed detachment agreement.

The property was added to the city as part of the 1994 water and sewer agreement between the city and South Haven Charter Township. As part of that agreement approval process, the city received a portion of property that inadvertently divided a residential property into two jurisdictions. As a result, the owners have been paying property taxes to the city and Charter Township for a number of years.

Recent changes to the tax code limit tax exemptions to a single property, and have created a hardship for the property owners. The 2016 State Equalized Value for the property is \$9,800, with an estimated true cash value of \$19,600. The annual property tax collection for 2016 is estimated to total \$117.81. In an effort to provide relief, the city is asked to detach the property and return the parcel to South Haven Charter Township.

Recommendation:

The City Council will be asked to consider approval of Resolution 2016-86, a resolution approving a detachment agreement and detachment of property from the city's jurisdiction to South Haven Charter Township.

Support Material:

Resolution 2016-86
DRAFT Detachment Agreement
Detachment Property Map
South Haven Charter Township Correspondence

CHARTER TOWNSHIP OF SOUTH HAVEN

VAN BUREN COUNTY, MICHIGAN
09761 BLUE STAR MEMORIAL HIGHWAY
SOUTH HAVEN, MICHIGAN 49090
TELEPHONE (269) 637-3305
FAX (269) 637-6250

11-1-16

TO: South Haven City Council
FROM: Ross Stein, South Haven Charter Township Supervisor
RE: Dopp Detachment

In 1994, the historic Water and Sewer Agreement was signed into being by the City of South Haven, Casco Township, and South Haven Charter Township. As part of that agreement, committee members created the annexation boundaries for the "Sherman Property," referencing a plat map. Aerial mapping now allows much more detail, including buildings, but this technology was not available to the committee in 1994. Because of this, a residence on that property was split between city and township. In all succeeding years, the owner has been paying property taxes to both city and township, based on the taxable value of the property in each jurisdiction.

In 1995, Proposal A took effect. Part of that proposal was the Homestead Exemption, which allows homeowners to reduce their property taxes on their primary residence and owned adjacent properties. The owner is able to take advantage of this exemption, as both owned parcels are adjacent.

Recent Tax Code Section 11.131 entitles disabled veterans who meet requirements to a total property tax exemption on the veteran's residence homestead. The current owner of the property in question meets the exemption requirements, but the primary residence straddles two parcels. The tax exemption may only be applied to one parcel. State law decrees that the parcel holding the owner's bedroom is declared residence for jurisdictional decisions. The owners' bedroom lies in the township, and they are therefore residents of the township.

On behalf of the owners, South Haven Charter Township Board requests detachment of that parcel lying within the City's borders, so the full property tax exemption may be taken by the entitled disabled veteran. On October 12, 2016, the township board passed a resolution for attachment of this property and now awaits city action.

DETACHMENT AGREEMENT

This Detachment Agreement is made as of October 18, 2016, between the City of South Haven (the "City") and the Charter Township of South Haven (the "Township").

RECITALS

A. Floyd and Betty Dopp (the "Owners") own adjoining parcels of land, one within the Township's jurisdiction and the other within the City's jurisdiction, described as follows (the "City Parcel"):

Parcel No. 80-53-869-001-00: C901 2-1-17 990-112 COM AT E1/4 PT OF SEC, TH S88D0'52"W ON E&W 1/4 L 1318.7' TO N&S 1/8 L IN NEFR1/4 OF SEC, TH N0D41'10"W ON SAME 1132.6', TH N88D0'52"E 659.35' TO BEG. TH S88D0'52"W 384.35', TH S0D41'10"E 125.0', TH S88D0'52"W 485.0', TH N0D43'46"W TO BLACK RIVER, TH WLY ALG SD RIVER TO PT N0D43'47"W FROM BEG, TH S0D43'47"E TO BEG.

B. The City Parcel was annexed to the City in 1990, long after the City was incorporated, and the City does not serve the City Parcel with City water or sewer service.

C. The Owners seek to detach the City Parcel from the City to return it to the Township's jurisdiction and the City Council and Township Board adopted resolutions approving that detachment.

D. Pursuant to MCL 117.9b, detachment from the jurisdiction of a city to the jurisdiction of a township in which the detached territory was originally located may be completed by approving resolutions of the council of the affected city and the board of the affected township, together with their approval of an agreement related to the detachment.

TERMS AND CONDITIONS

1. The detachment of the City Parcel from the jurisdiction of the City to the jurisdiction of the Township shall be effective on December 31 2016 (the "Effective Date"), provided a signed copy of this Agreement together with certified copies of the approving City Council and Township Board resolutions are filed with the Michigan Department of State, Office of the Great Seal.

2. The City shall collect all taxes assessed against the City Parcel and billed during 2016 and any prior calendar year.

3. Upon the Effective Date of the detachment, the City Parcel shall for all purposes be within the jurisdiction of the Township. Without limiting the generality of the preceding sentence, any inhabitants of the City Parcel shall be Township citizens entitled to vote in Township elections, the Township shall assess and collect taxes levied against the City Parcel, Township ordinances shall apply, the Township shall provide all municipal services to the City Parcel and its inhabitants in the same manner as for other similarly situated property in the Township, and Township zoning and building restrictions shall apply to the City Parcel. The City shall not be obligated to provide any City services to the City Parcel except to the extent it has agreed with the Township to provide such services within the Township and the City shall have no jurisdiction over the City Parcel.

4. This is the entire agreement between the parties related to its subject matter. It may not be modified or amended except in writing signed by both parties after approval of their respective governing bodies.

CITY OF SOUTH HAVEN

CHARTER TOWNSHIP OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

By: _____
Ross Stein, Supervisor

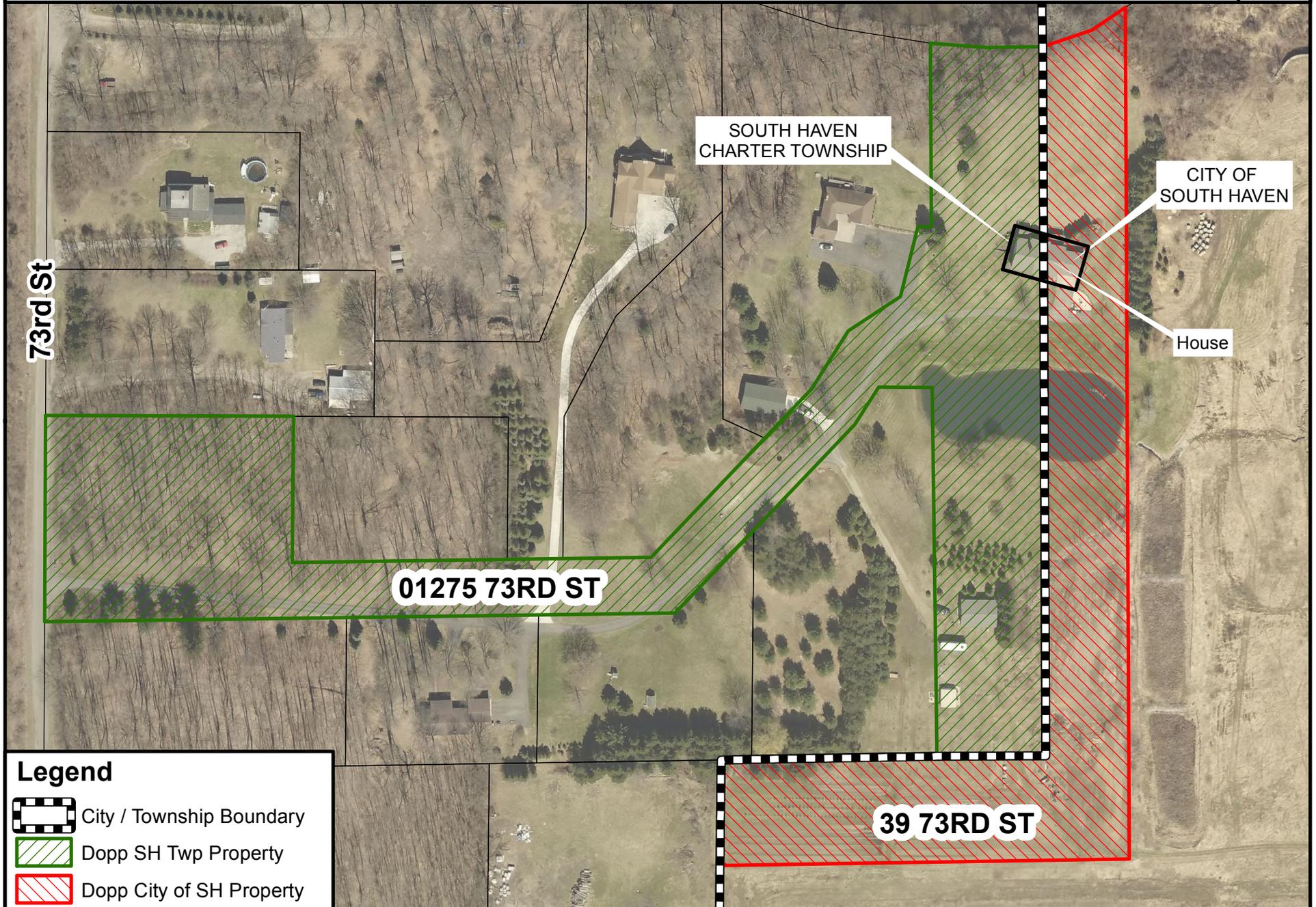
By: _____
Travis Sullivan, Clerk

By: _____
Brenda Bertorelli, Clerk

Date signed: _____, 2016
Approved by Res. No. ____, adopted Oct. 17, 2016

Date signed: _____, 2016
Approved by Res. No. ____, adopted Oct. 12, 2016

Annexation of 39 73rd St Into South Haven Charter Township



73rd St

SOUTH HAVEN
CHARTER TOWNSHIP

CITY OF
SOUTH HAVEN

House

01275 73RD ST

39 73RD ST

Legend

-  City / Township Boundary
-  Dopp SH Twp Property
-  Dopp City of SH Property

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-86

A RESOLUTION APPROVING A DETACHMENT AGREEMENT AND DETACHMENT OF
PROPERTY FROM THE CITY'S JURISDICTION PURSUANT THERETO

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 November 7, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

WHEREAS, Floyd and Betty Dopp (the "Owners") own adjoining parcels of land, one of which is within the jurisdiction of the Charter Township of South Haven (the "Township") and the other of which is within the City's jurisdiction and is described as follows:

Parcel No. 80-53-869-001-00: C901 2-1-17 990-112 COM AT E1/4 PT OF SEC, TH S88D0'52"W ON E&W 1/4 L 1318.7' TO N&S 1/8 L IN NEFR1/4 OF SEC, TH N0D41'10"W ON SAME 1132.6', TH N88D0'52"E 659.35' TO BEG. TH S88D0'52"W 384.35', TH S0D41'10"E 125.0', TH S88D0'52"W 485.0', TH N0D43'46"W TO BLACK RIVER, TH WLY ALG SD RIVER TO PT N0D43'47"W FROM BEG, TH S0D43'47"E TO BEG.

(the "City Parcel"); and

WHEREAS, because the two parcels are in adjoining jurisdictions the Owners cannot fully avail themselves of certain rights with respect to property taxes on that property; and

WHEREAS, the City Parcel was annexed to the City in 1990, long after the City was incorporated, and the City does not serve the City Parcel with City water or sewer service; and

WHEREAS, the Owners seek to detach the City Parcel from the City to return it to the Township's jurisdiction and the City Council and Township Board are amenable to that detachment in accordance with the Detachment Agreement, a copy of which is attached as Exhibit A (the "Agreement"); and

WHEREAS, pursuant to MCL 117.9b, detachment from the jurisdiction of a city to the jurisdiction of the township in which the detached territory was originally located may be completed by approving resolutions of the council of the affected city and the board of the affected township, together with their approval of an agreement related to the detachment.

NOW, THEREFORE, it is resolved as follows:

1. The detachment of the City Parcel from the jurisdiction of the City to the jurisdiction of the Township is hereby approved to take effect on December 31, 2016, provided a signed copy of the Agreement and certified copies of this resolution and the corresponding Township Board resolution with the Michigan Secretary of State, Office of the Great Seal.

2. The Agreement is approved in substantially the form attached as Exhibit A and the Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City.

3. The City Manager, City Clerk and City's legal counsel are authorized and directed to take any actions needed to implement this resolution.

4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 7th day of November, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Travis Sullivan, City Clerk

Exhibit A: Detachment Agreement



Agenda Item 12

Water-Sewer Authority Contract Consideration

Background Information:

The City Council will be asked to consider approval of Resolution 2016-87, a resolution approving and authorizing Mayor Burr and the City Clerk to sign the South Haven Area Water-Sewer Authority Contract.

Over the past year, city staff has worked with Casco Township and South Haven Charter Township to develop a contract to improve water and sewer service in the area. That contract has now been approved by the governing boards of both Townships, and is being presented for your consideration. The goals of the contract include the following:

- A. Improve efficiency and reduce duplication in administrative and operation expenses.
- B. Consolidate and replace numerous existing contracts among the parties and other entities.
- C. Simplify the future debt framework for the systems.
- D. Minimize future need for all three governing boards to adopt ordinances and other regulatory provisions.
- E. Provide a "one stop shop" for area water and sewer customers.
- F. Provide uniform rates for all system users.
- G. Provide all stakeholders a voice in decisions.

In brief summary, the contract would:

1. Create the SHAWSA as a public authority pursuant to the Municipal Partnership Act, 258 PA 2011, MCL 124.111 *et seq.*
2. Create a 7-member board to govern the SHAWSA, consisting of 3 members appointed by the City of South Haven and 2 members appointed by each Township.
3. Transfer operational control (either by lease or conveyance, depending on the particular municipality) of water and sewer infrastructure to the SHAWSA.
4. Authorize the SHAWSA to operate and manage all water and sewer infrastructure that serves the constituent municipalities as if the SHAWSA owned the entirety of the infrastructure. The contract lists specific powers granted to the SHAWSA so that it can perform these duties.
5. Provide for a SHAWSA service contract with the City for clerical, accounting, billing, operation and maintenance, inspection, and other routine services.
6. Direct the SHAWSA to establish uniform operation, maintenance, repair and replacement rates.
7. Direct the SHAWSA to collect existing debt service charges from users in each of the respective municipalities (which differ among the municipalities), and to use the revenue from those charges to make the debt service payments on outstanding bonds.

8. Provide for SHAWSA's extension of existing water and sewer infrastructure, when approved by the affected municipality.
9. Authorize the SHAWSA to issue debt with the approval of the three municipalities' governing bodies.
10. Direct the SHAWSA to adopt and enforce ordinances, rules, and regulations for water and sewer use.

The city attorneys played an active role in drafting the contract, and believe that it sufficiently addresses the pertinent legal issues relating to the creation of and transfer of assets to a regional authority. If the City Council approves the agreement, there will be a number of additional actions needed to implement its provisions, including the negotiation and approval of additional contracts.

Recommendation:

The City Council should consider a motion to approve Resolution 2016-87, a resolution approving and authorizing Mayor Burr and the City Clerk to sign the South Haven Area Water-Sewer Authority Contract.

Support Material:

Resolution 2016-87
January 27th Joint Workshop Agenda Packet

**Casco Township Board, South Haven Charter Township Board,
South Haven City Council Joint Workshop
Wednesday, January 27, 2015
6:00 p.m., Lake Michigan College, South Haven Campus
125 Veterans Blvd., Room 141**

AGENDA

1. Call to order
2. Roll Call
3. Approval of Agenda
4. Interested citizens in the audience will be heard on items not on the agenda
5. Board and Council members will receive a presentation on the sanitary sewer and Waste Water Treatment Plant planning efforts related to proposed capital improvement projects.
6. Board and Council members will receive a presentation on the proposed regional water/sewer authority structure.
7. Staff member comments
8. Board and Council member comments
9. Adjourn

Respectfully Submitted,
Brian Dissette
South Haven City Manager



South Haven Sewer System Improvements

January 27, 2016

Presentation Topics



- ▶ Sewer System Study Background and Components of the Study/Data Collection
- ▶ Recommended System Improvements
- ▶ Project Costs
 - Sources, Uses, and Potential Rate Impacts

Sewer System Study Background and Components



S2 Project Background



▶ Project Purpose

- DEQ's S2 Grant Program intended to accelerate the progress of water pollution control efforts and facilitate system improvements through utilization of the State Revolving Fund Loan Program

▶ Project Scope

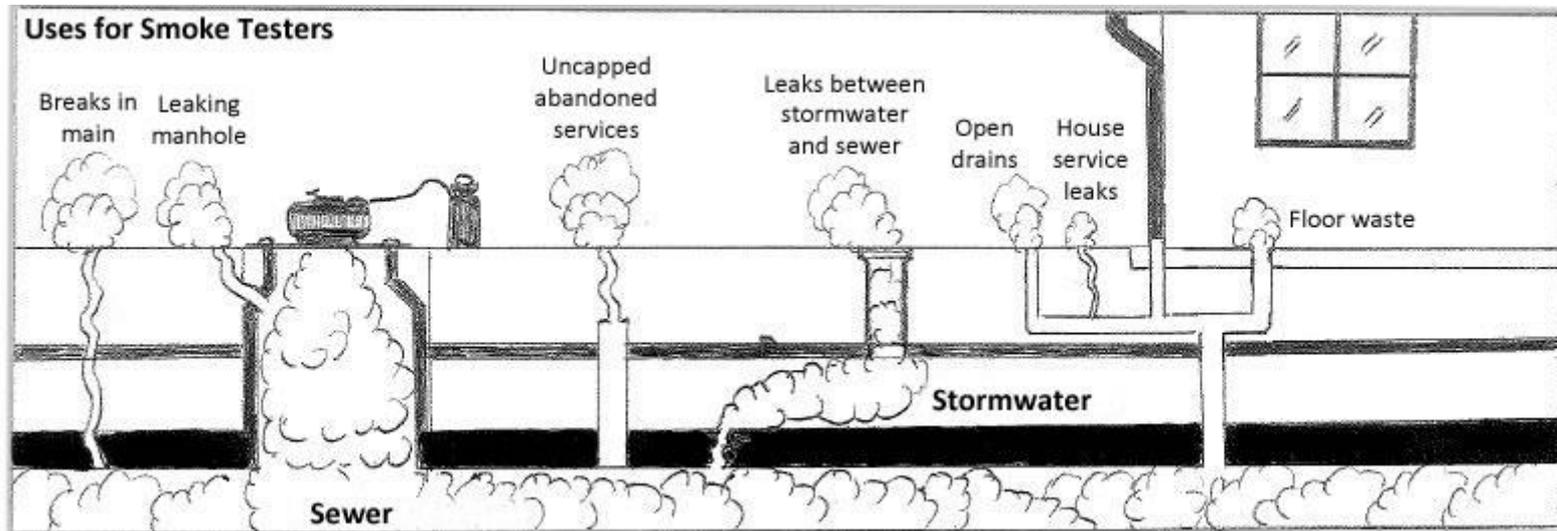
- Identify opportunities to reduce or eliminate excessive wet weather Inflow and Infiltration (I/I) from the wastewater collection system
- Identify "Critical Priority" structural defects warranting corrective action
- Develop an SRF Project Plan to address these issues.

SRF Project Plan Data Collection Components



- ▶ Sewer System Mapping
- ▶ Smoke Testing
- ▶ Flow Metering and Computer Modeling
- ▶ Sewer Televising

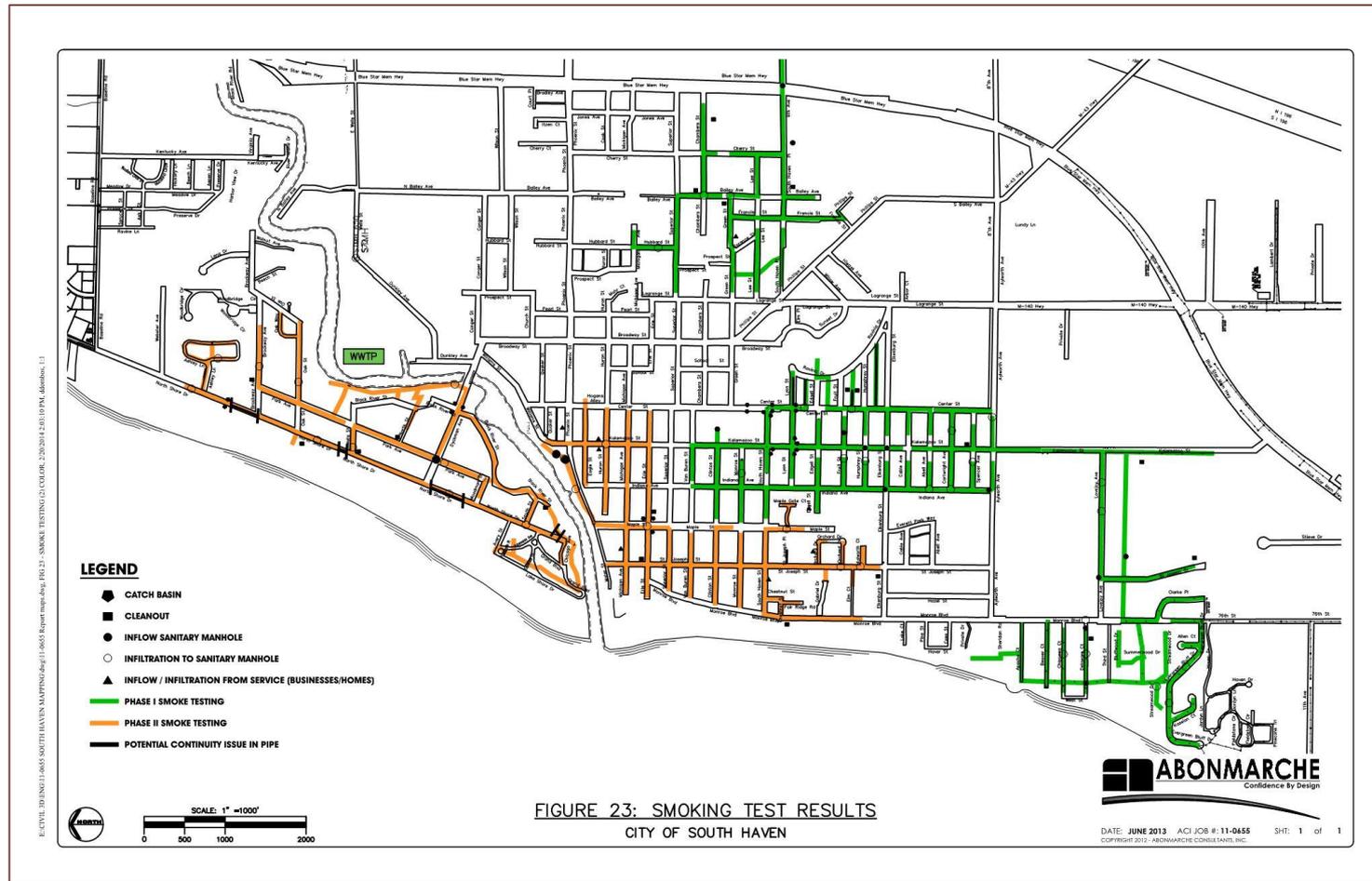
Smoke Testing



Smoke Testing



Areas Smoke Tested



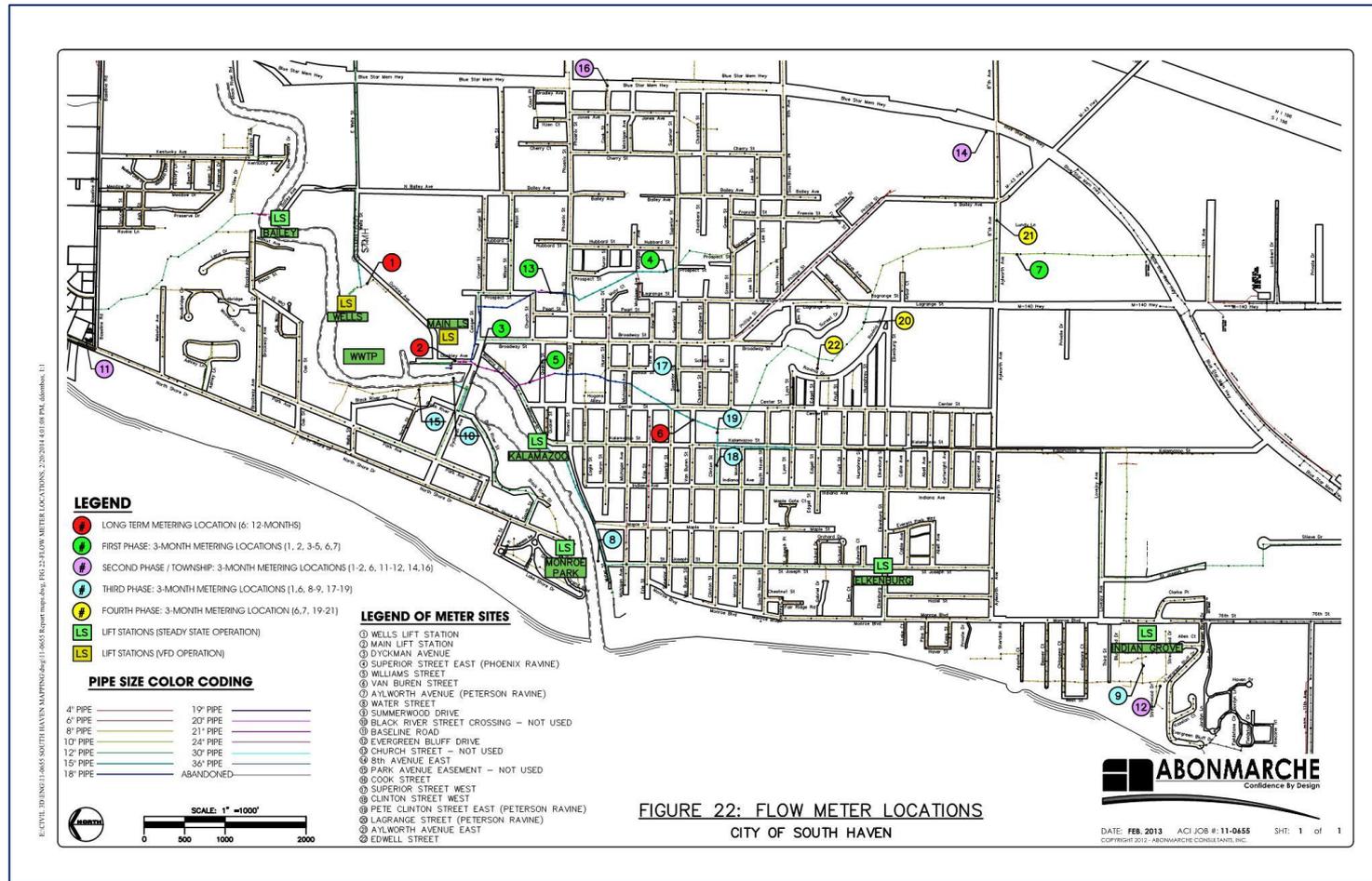
Flow Metering



- ▶ Isolate and Quantify Flows
 - Program began in Spring 2012 and ran through Fall 2013 (3 months for Township inputs)
 - Dry Weather vs. Wet Weather Flows
 - Peaking Factor: $\text{Wet Weather Flow} / \text{Dry Weather Flow}$
 - High Peaking Factor: indicates defects and/or illicit flows
 - Assess System Capacity
 - Basis for Predictive Modeling 25-Year/24-Hour Storm
 - Continued to Monitor Flows Throughout the Study

- ▶ Help to Locate Possible Defects
 - Target Areas for Further Inspection

Flow Metering Map



Peak Wet Weather Flows



- ▶ The highest peaking factors were noted at:
 - Peterson Ravine (sites 6,18-21) – out to bid
 - Dyckman Avenue (site 3) – fixed by city with bridge
 - Main Lift Station (site 2) – total flow from all to WWTP
 - Wells Lift Station (site 1) – total flow from all to WWTP
 - Aylworth Avenue (site 7) – SH Township
 - Edgell Street (site 22) – poor condition sewers

- Peak Flow days from the Authority over the past three years have exceeded the allowable amount on at least three occasions – October & November 2013 and January 2014.

Authority Flows vs. Capacity



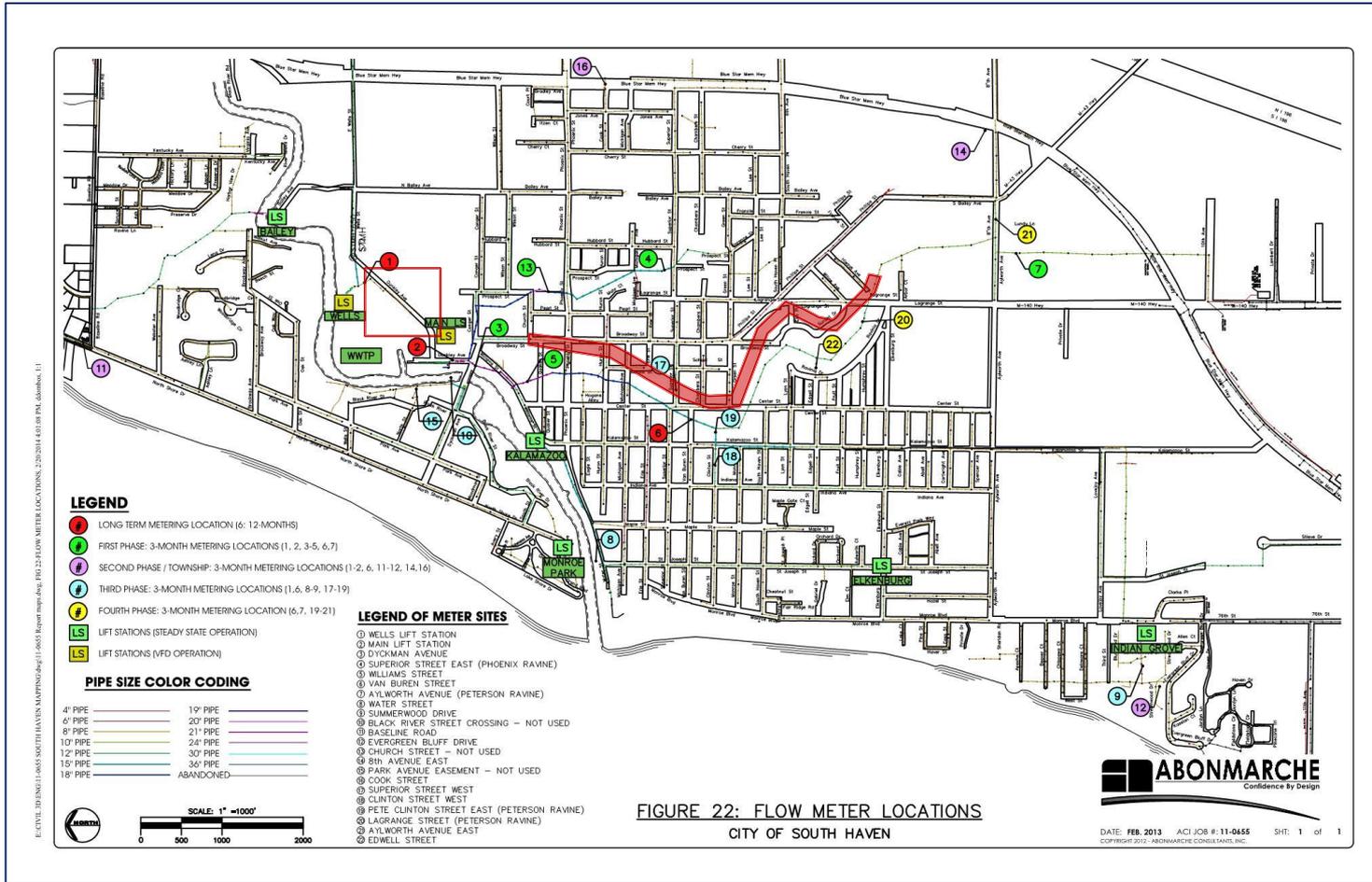
- ▶ Average Daily Flow in the Winter Months (per Agreement) is allowed up to the Purchased Capacity of 0.45mgd. A calculation using metered water consumption and REUs is used to measure capacity usage. This method of measurement is subject to interpretation and data not readily available through the billing system but LS and WWTP flow measurements are available on a daily basis. No winter months have exceeded purchased capacity.
- ▶ Peak Month can be 1.5 times the Average Daily Flow per Agreement.
- ▶ Peak Day can be 2 times the Average Daily Flow. At least three days corresponding to wet weather pushed beyond this limit.

Total Flows to WWTP



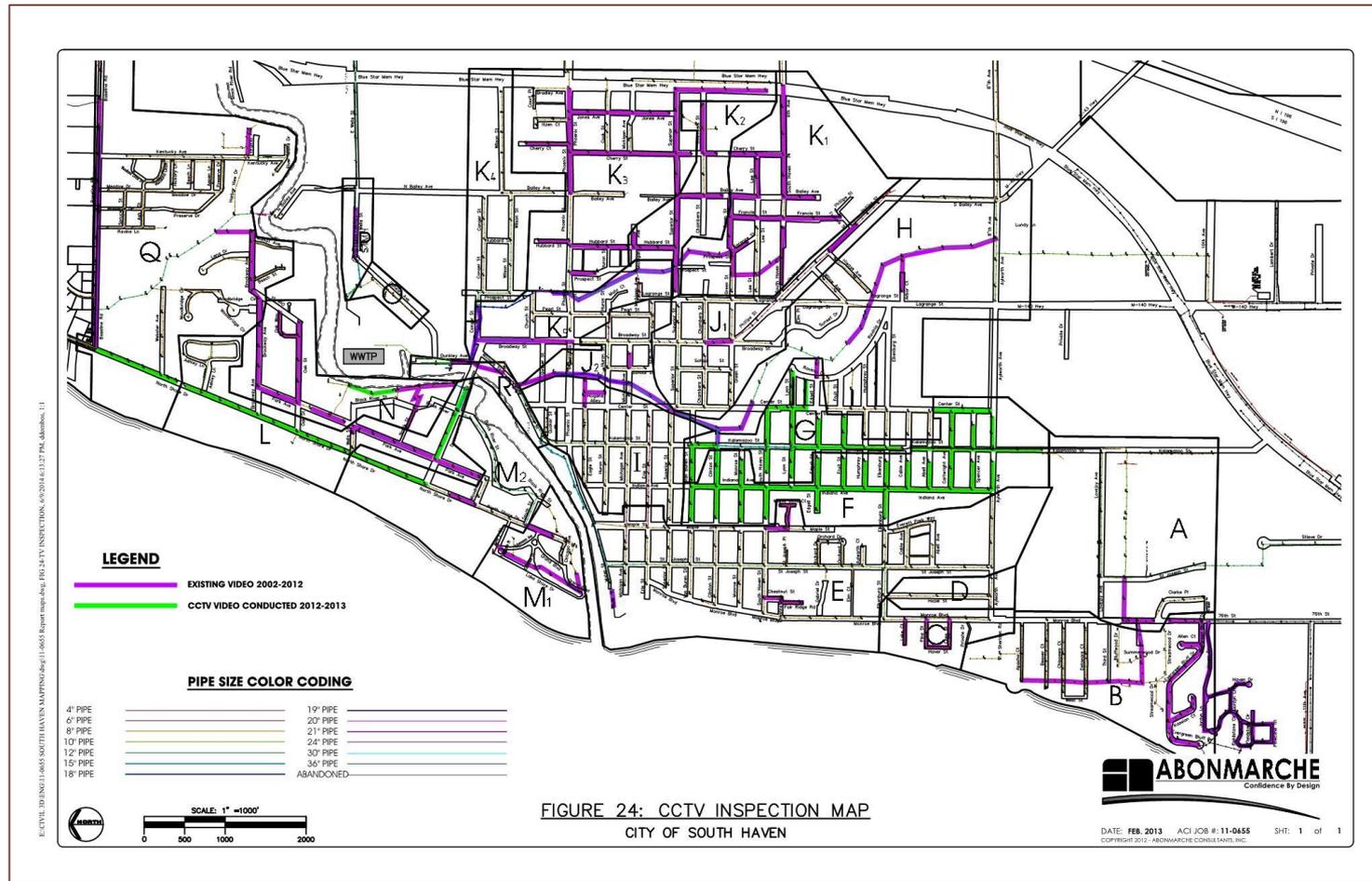
- ▶ The Average Daily Flow to the WWTP in 2015 was 1.23mgd. Plant Capacity is 2.13mgd.
- ▶ The Largest Flow Month was June at 1.63mgd
- ▶ The highest precipitation was noted in May/June
- ▶ Peak flow days exceeded Plant Capacity on rainy days between April and July

System Modeling – Capacity Issues

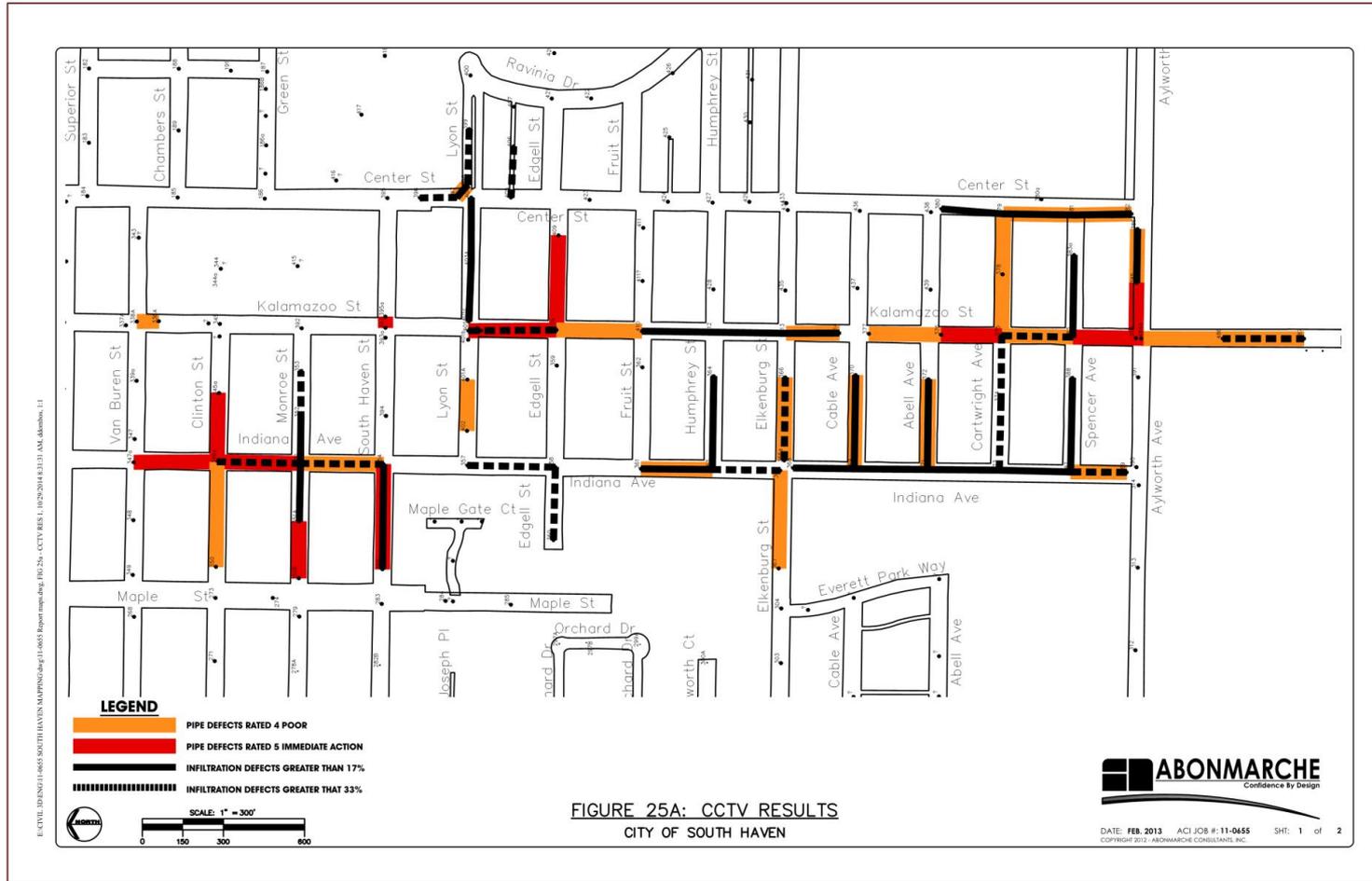


E:\CIVIL_3D\DRG\11-0655 SOUTH HAVEN MAPS\FIG 22\FLOW METER LOCATIONS_22021014.dwg (11-0655) Paper: mwp.dwg, 14x22 FLOW METER LOCATIONS_22021014.dwg (11-0655) PLOT: 1/11

Sewer Televising Map



CCTV Results



2010 Wastewater Treatment Plant Evaluation



WWTP Evaluation – Summary



- ▶ The treatment process meets the permit under normal conditions but components and lift stations are wearing out
- ▶ Improvements can help reduce operating costs

WWTP Evaluation – Summary



- ▶ Capacity of the WWTP is 2.19mgd, average flow to the WWTP is 1.23–1.35mgd. Wet weather flows stress the capacity of the WWTP and Main LS, which has seen numerous overflows
- ▶ Wet weather flows impact plant operations and sizing of equipment – “the effects of the peak summer population in the City are less impacting than the wet weather flows”

WWTP Evaluation – Summary



- ▶ The WWTP was originally constructed in 1933
- ▶ Major renovations were constructed in 1963, 1971, and 1988, along with minor improvements every few years as needed
- ▶ Most of the facilities are 50+ years old
- ▶ The service area that was studied included the city; Casco Twp. bounded by 107th, I-196, Baseline, and Lake Michigan; SH Twp. bounded by Baseline, 70th, 20th, and City

WWTP Evaluation – I



- ▶ Influent and Primary Treatment required to address imminent operational and/or capacity issues
 - Main (80% of flow – city/south) & Wells (20% of flow – north city and Casco) Lift Stations (45–80 yrs old)/Headworks Building
 - Capacity, Structural, and Equipment Issues
 - Raw Wastewater Screening & Grit Removal(50 years old)
 - Damaged and Ineffective
 - Operational Issues result from debris getting through
 - Influent Metering
 - Inaccurate at High Flows

WWTP Evaluation – II



- ▶ Secondary Treatment to address permit compliance, operational/process efficiency savings in the 5–10 year range
 - Biological Treatment (50 years old)
 - Capacity, Aeration, and Pumping Issues – 45% of the electrical usage
 - Settling Tanks (30–50 years old)
 - Inadequate Capacity for proper sludge thickening
 - Chemical Feed (40–50+ years old)
 - Replace Equipment & Remove Retired Equipment for added safety and efficiency
 - Solids Handling (30–50 years old)
 - Inadequate Capacity and Storage
 - Non-compliant with 10 State Standards – private hauler to assist

WWTP Evaluation – III

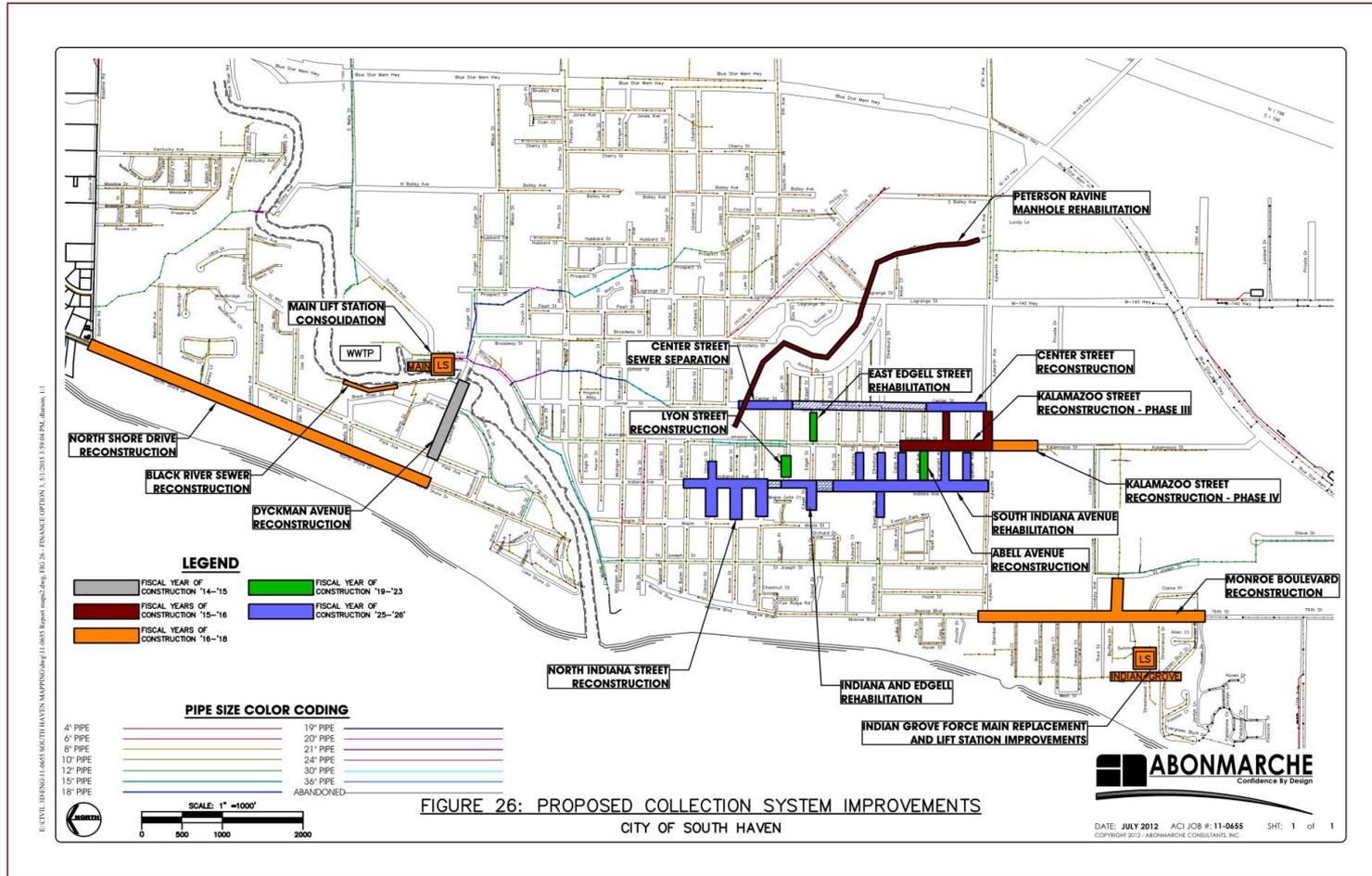


- ▶ Tertiary Treatment to address potential growth and permit issues in the 10–15 year range
- ▶ Facilities
 - Electrical
 - Replace Motor Control Center (MCC) – original still in place
 - SCADA System Replacement – limited capacity and interface
 - Structural and Building Needs
 - Laboratory – Climate Control, Roof, and Offices
 - Maintenance Building – Equipment Storage

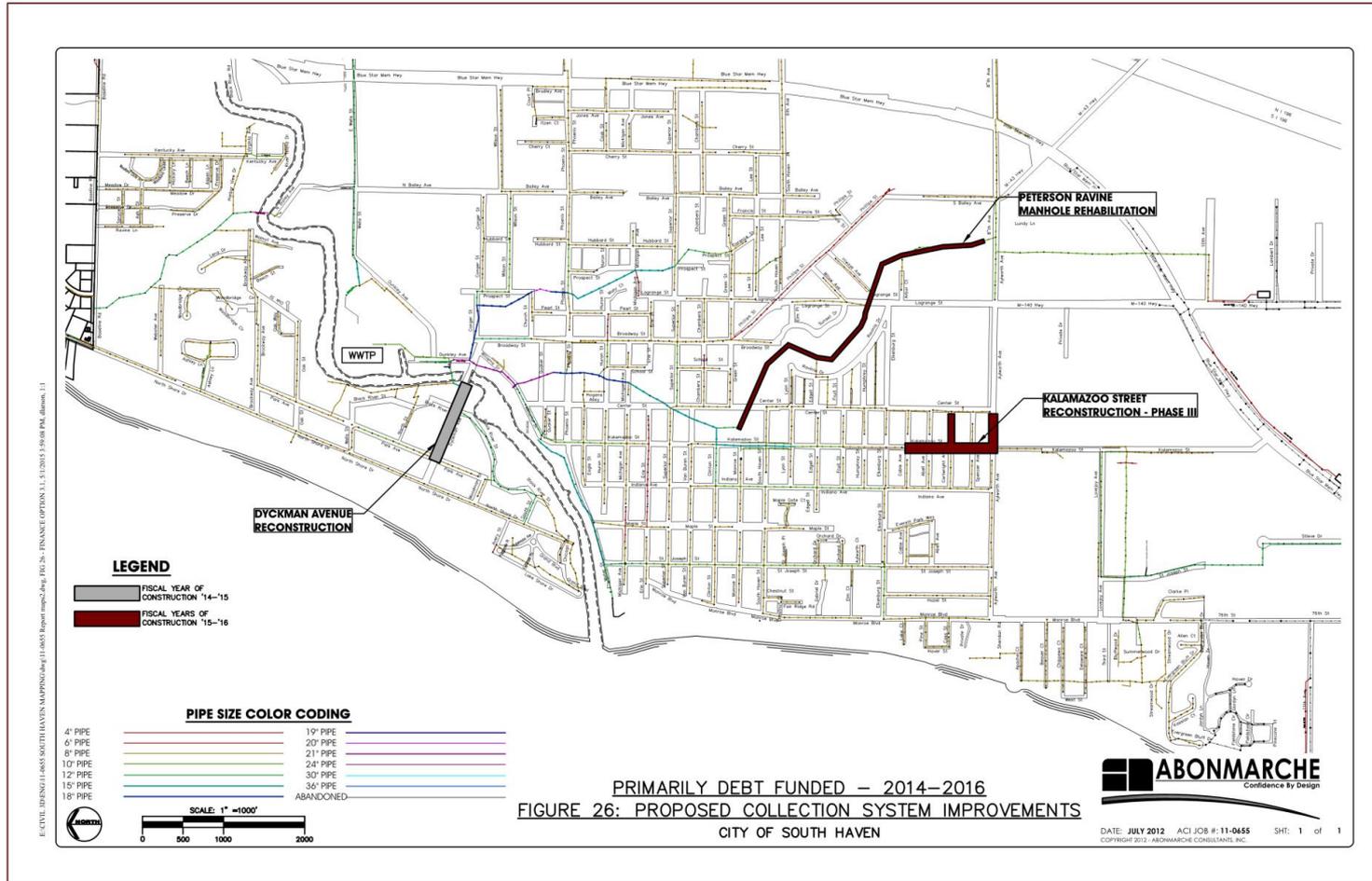
Recommended System Improvements



Recommended Improvements

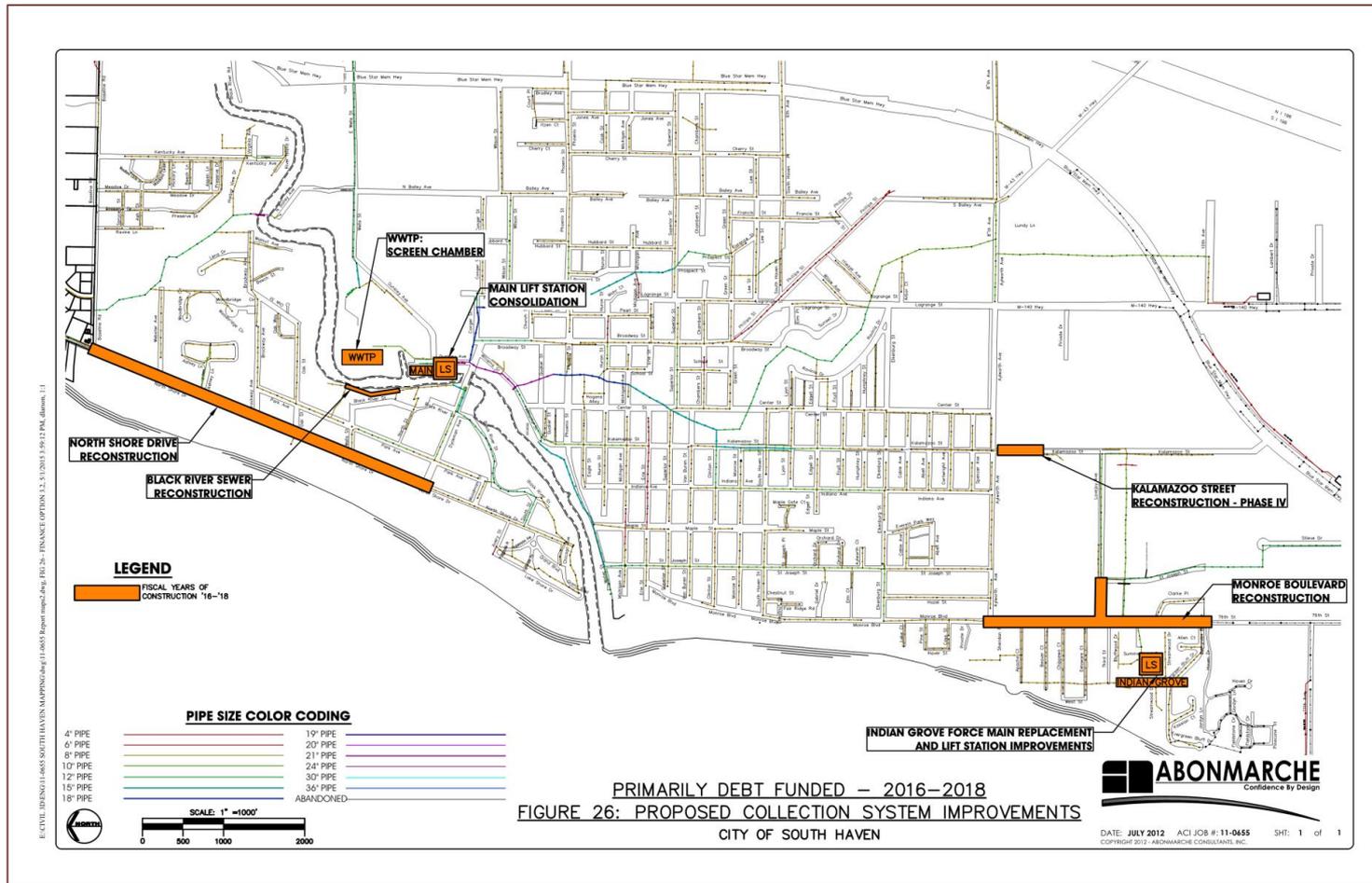


Phase 1 Projects

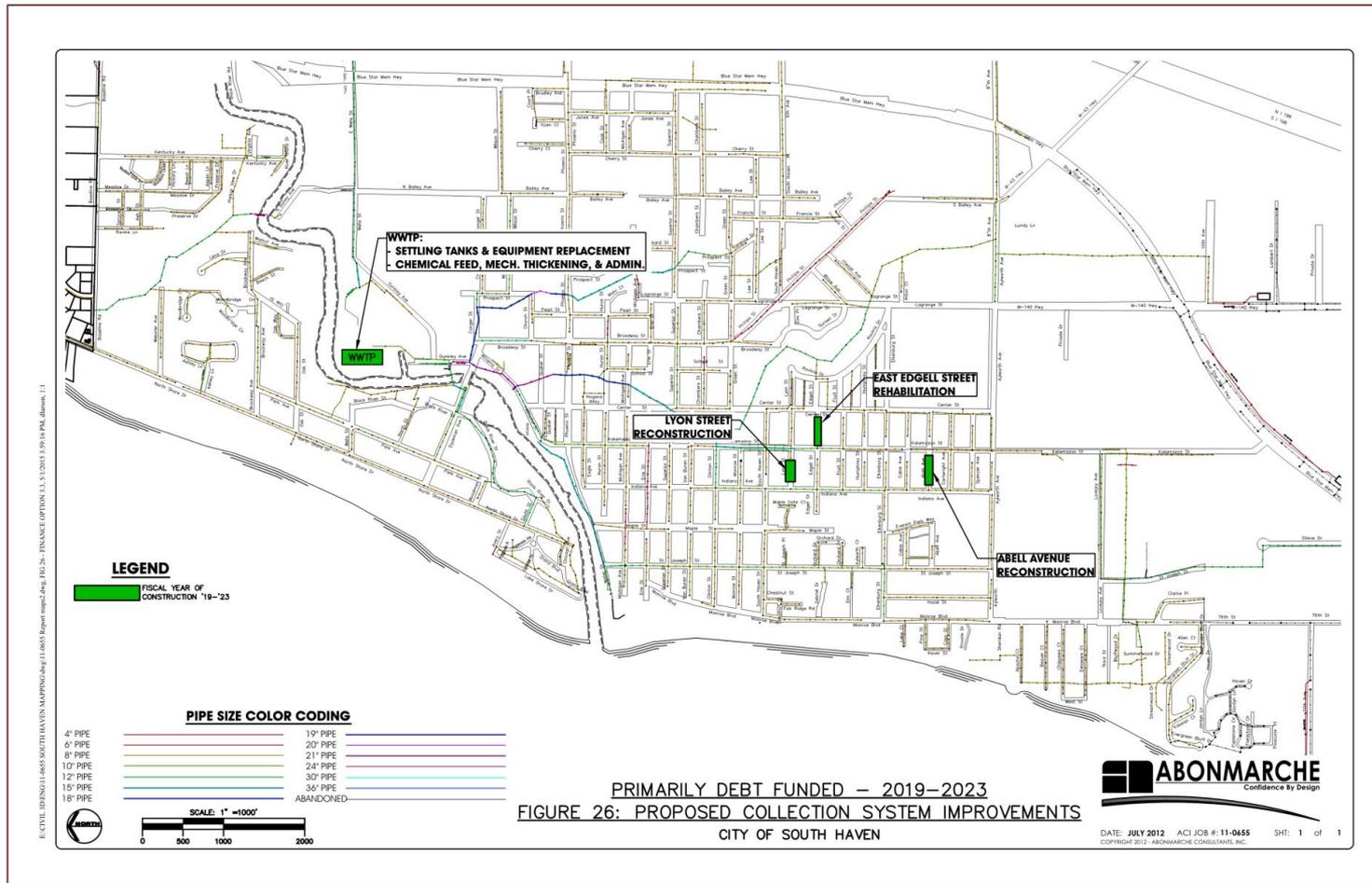


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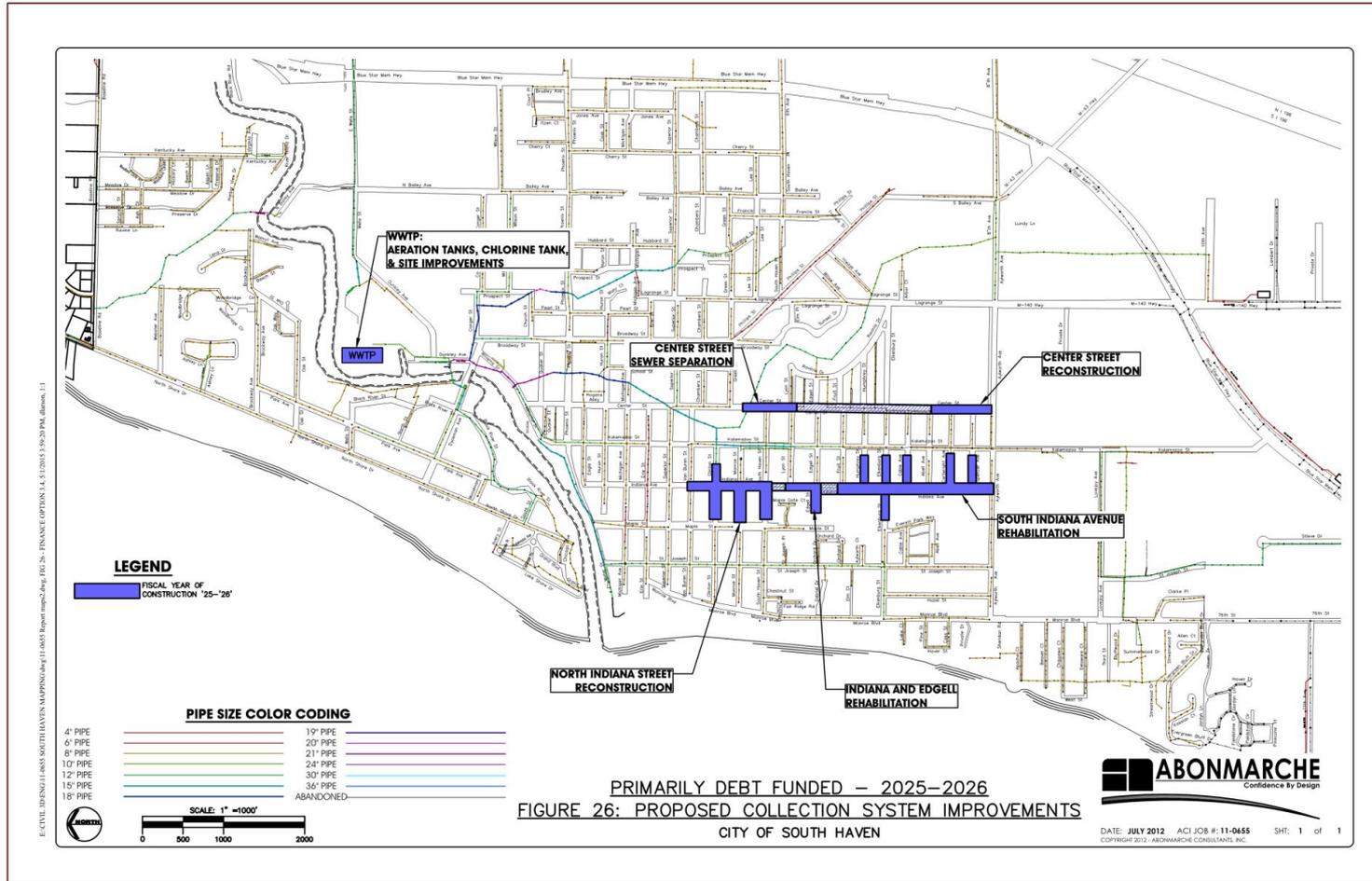
Phase 2 Projects



Phase 3 Projects



Phase 4 Projects



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Sources, Uses and Potential Rate Impacts



Issues to Address Together



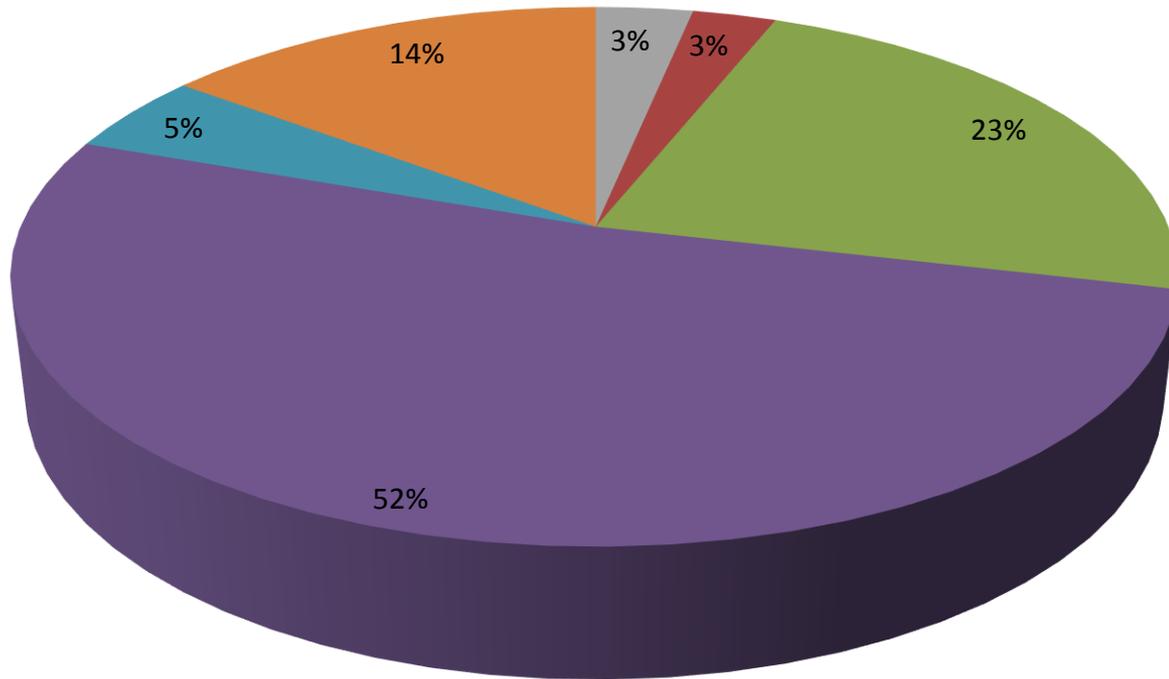
- ▶ Of the projects identified above, the following address flows from both City and Township users
- ▶ Peterson Ravine
- ▶ Kalamazoo Street
- ▶ Indian Grove Lift Station
- ▶ Main/Wells Lift Stations
- ▶ WWTP

Project Plan: Uses of Funding



▶ Completed Projects (Dyckman)	\$995,028
▶ 2015/2016 Projects (Peterson Ravine/Kalamazoo St – Joint)	\$856,769
▶ Remaining Sewer	\$7,031,922
▶ WWTP (including Lift Stations – Joint)	\$16,031,567
▶ Water	\$1,492,385
▶ Road, Storm & Misc.	<u>\$ 4,551,636</u>
▶ Total Project Cost	\$30,959,307

Project Plan: Uses



■ Completed Projects (Dyckman)

■ 2015/2016 Projects (Peterson/Kalamazoo)

■ Remaining Sewer

■ WWTP (including Lift Station)

■ Water

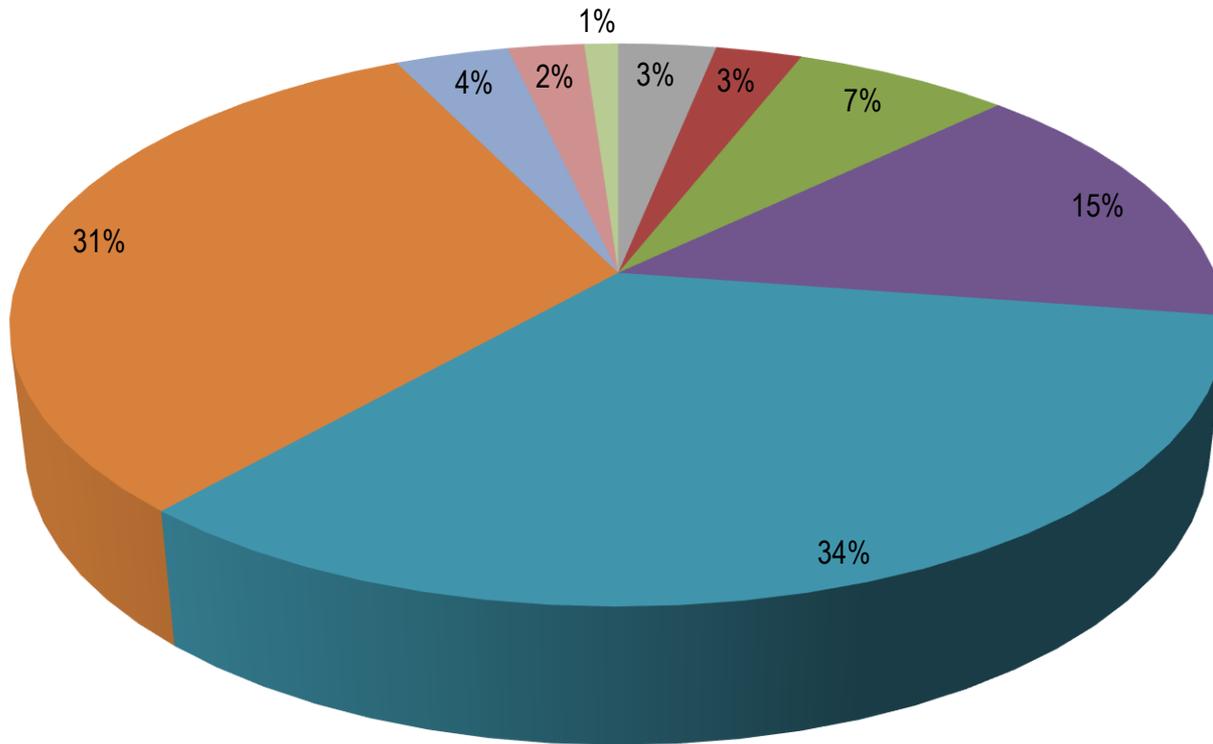
■ Road, Storm & Misc.

Project Plan: Sources



▶ Completed Projects (Dyckman) – City Funds	\$962,758
▶ 2015–2016 Projects (Peterson Ravine/Kalamazoo St)	\$856,769
• Special Assessment: 25% of Sewer & Water	\$2,131,076
• Road Funds:	\$4,551,636
• SRF: 75% of Sewer & Main LS Consolidation	\$10,514,188
• USDA: WWTP Improvements (All Rate Payers)	\$9,743,000
• Water Rates: 75% of Water (City Rate Payers)	\$1,119,288
▶ Local Sewer Rates: (City Rate Payers)	\$327,860
▶ SAW Grant	<u>\$ 752,732</u>
▶ Total Funding Sources:	\$30,959,307

Project Plan: Sources



- Completed Projects
- 2015/2016 Projects
- Special Assessment: 25% of Sewer & Water
- Road Funds:
- SRF: 75% of Sewer & Main LS Consolidation
- USDA: WWTP Improvements (All Rate Payers)
- Water Rates: 75% of Water (City Rate Payers)
- SAW Grant
- Local Sewer Rates: (City Rate Payers)

Rate Impacts through Phase 2



▶ SRF – Sewer	\$2,593,356
▶ SRF – WWTP & Lift Stations	\$5,920,798
▶ Water Funds	\$385,558
▶ Road Funds	\$3,225,293
▶ Special Assessments	\$1,064,695
▶ SAW Grant	<u>\$582,946</u>
▶ Total Cost	\$13,772,646

City Users = \$10.94/mo

Township Users = \$6.19/mo

The rate impacts defined above are a conservative, rough average on a per user basis for the projects defined in the Project Plan. We have engaged a rate consultant to provide a more detailed analysis of potential rate adjustments based upon existing debt expiration dates, system growth, operation and maintenance costs, additional capital needs, additional funding sources, etc. Their preliminary review concurs with the rate impacts shown in our analysis.

Rate Impacts through Phase 2



For example, if LDFA/DDA are able to commit a combined \$100,000/year for 20 years, the rate impacts would be lessened for all users to:

City Users = \$9.30/mo

Township Users = \$4.55/mo

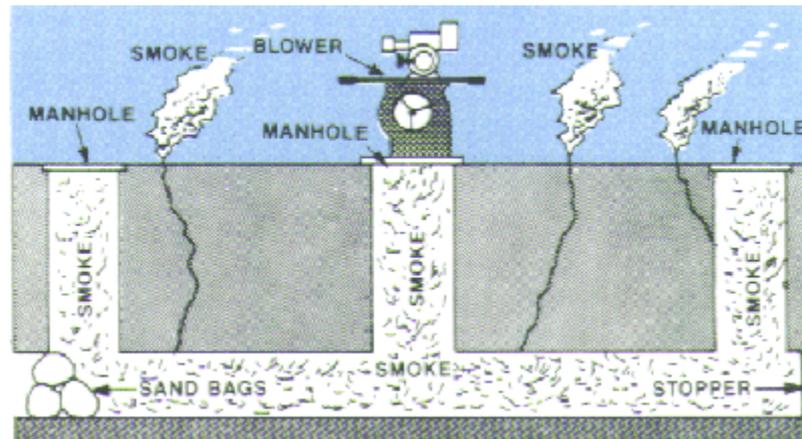
Additionally, since the City was granted Disadvantaged Status the SRF loan term could be extended to 30 years and receive \$500,000 in loan forgiveness, further reducing the impact on user costs to:

City Users = \$6.00/mo

Township Users = \$3.00/mo



Questions and Answers



Proposed

“South Haven Area Water-Sewer Authority”

Joint Session
of
South Haven/Casco Township Water & Sewage
Treatment Authority
and
South Haven Board of Public Utilities
January 27, 2016

Presented by:

Ron Bultje
Scholten Fant
Townships' Attorney

Scott Smith
Dickinson Wright PLLC
City Attorney

Over the last few years...

City, Casco Township & South Haven Charter Township leaders have focused on their water & sanitary sewer systems, reviewing:

- * Current & projected future flows & capacities.
- * Current debts & current rates, fees & charges.
- * Current systems' challenges & needed improvements.
- * Capital needs, costs & funding sources.
- * Current ownership structures, myriad agreements.
- * Changing regulatory requirements.
- * Changing funding requirements (e.g., required funding of depreciation).
- * Growing pressure from state officials & others for (formalized) intergovernmental cooperation.

Decided to explore a regional water/sanitary sewer authority, **if** ...

- A. All parties are treated fairly.
- B. No loss of local control/autonomy.
- C. Will not increase customer costs.
- D. Users will benefit.
- E. It will not be extra complicated.

*Remember this slide.

Why consider a regional authority?

1. State encourages & sometimes incentivizes regional cooperation.
2. City & Townships currently cooperate (e.g., planning, ordinances, etc.) without all benefits of cooperation.
3. Improve efficiency & reduce duplication, lowering customer costs.
4. Replace current complicated contract & debt framework.
5. Minimize future local legislative actions & contract changes.
6. Maximize facility utilization before expansion.
7. Recognize Township customers' payments for facilities costs.
8. Provides one-stop for job providers & homeowners.
9. All system users will have the same O&M rates.
10. Empowers all stakeholders with a voice in decisions.
11. Common approach to systems' care.
12. Improved system stability with larger customer base.

How does current system play out?

- * How does a homeowner experience the permitting process?
- * How does a business get needed permits?
- * How does billing occur.

Ross Stein & Brian Dissette will explain.

What law authorizes a regional authority?

- * 2 principally available statutes:
 - * 1955 PA 233 – used for Casco-South Haven Authority.
 - * Municipal Partnership Act, 2011 PA 258.
- * MPA may allow more flexibility, particularly in funding.
- * Bond markets not as familiar with MPA, but with bond counsel you have used in past, likely no problem.
- * MPA requires contract to address certain issues & allows addressing others.

Current complexity adds to contract length.

- * The number of involved entities:
 - * City of South Haven
 - * Casco Township
 - * South Haven Charter Township
 - * Allegan County
 - * VanBuren County
 - * Casco/South Haven Township Sewer & Water Authority
- * All have some ownership interest.
- * Outstanding debt balances.
- * Constitutional & charter requirements.
- * Myriad current contracts among parties & others.
- * Needed improvements.

SHAWSA purposes.

§1.1 – “The South Haven Area Water-Sewer Authority (“SHAWSA”) is created for the purposes of acquiring, owning, leasing, constructing, installing, operating, repairing, maintaining, replacing, improving, extending, enlarging and undertaking any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.”

- * Limited to water & sanitary sewer.
- * Provides broad powers as limited by contract.
- * Intended mostly to serve 3 communities.

Governance.

- * 7 member board with staggered 4-year terms serving at pleasure of appointing bodies.
 - * 3 appointed by City Council.
 - * 2 appointed by Casco Twp. Board.
 - * 2 appointed by South Haven Twp. Board.

SHAWSA powers.

- A. ... acquire, own, lease, construct, install, operate, repair, maintain, replace, improve, extend, enlarge & undertake any & functions, powers & privileges regarding water & sewer services in City & Townships.
- B. ...adopt ordinances, rules and regulations for water & sewer services in City & Townships. ...issue permits to connect to, to use or to construct, install, operate, repair, maintain, replace, improve, extend, or enlarge water & sewer services in City & Townships.
- C. ...apply for, hold, maintain and renew any permits, certificates, licenses or other approvals needed to undertake functions, powers and privileges regarding water & sewer services in City & Townships.
- D. ...acquire by purchase, by lease, or by eminent domain, any real or personal property necessary to fulfill its functions, duties or obligations, or to exercise privileges related to water and sewer services in City & Townships.
- E. ...employ or contract for or engage such personnel, firms, service providers, contractors, professionals or others to fulfill functions, duties or obligations, or exercise its privileges related to water and sewer services in City & Townships.
- F. ...fulfill functions, duties or obligations, or exercise privileges or powers related to water & sewer services in City& Townships, by entering into contracts with one or more of the parties or others.
- G. ...by contract provide water or sanitary sewer service to customers outside Townships & City.
- H. ...exercise any powers or privileges provided by the Contract or by the MPA.

Ownership & control.

- * State constitution requires vote to convey City water/sewer systems.
 - * Contract would allow for ultimate conveyance.
 - * Like in Detroit, lease of Systems without a vote.
 - * (Unlike Detroit, rent is \$1.00 per year.)
- * Townships' systems will be conveyed when possible.
 - * Counties would consent to that arrangement.
- * Combined Systems would be called "SHAWSA Water System" & "SHAWSA Sewer System."
- * SHAWSA would control, operate & manage all as if it absolutely owned all.
- * SHAWSA could not sell, lease or otherwise convey any interest in any part of SHAWSA systems without approval of both Township Boards & City Council.

SHAWSA operating principles.

- * All users are retail customers treated equally.
- * Board can approve expansion without approvals of local governments provided it does not require debt or impair existing service.
- * But need approval of the Township Board or City Council to extend lines within that local government.
- * Must have a written purchasing policy.
- * May (really, must) adopt & enforce rules & regulations.
- * Rates are to pay for all costs.

SHAWSA funding.

- * Generally, rates, fees & charges.
- * Special assessments.
- * Tax levy:
 - * Requires prior approval of *each* Township Board & City Council; and also
 - * Requires approval of voters in *each* local government at an even year general election.
- * Contributions from local governments.
- * Contractual payments.
- * Other miscellaneous income.

Debt.

- * New debt requires approval of each Township Board & City Council.
 - * Revenue bonds.
 - * Contract bonds.
 - * Installment purchase agreements.
 - * Special assessment bonds.
 - * Act 185 bonds.
- * New debt will be issued by SHAWSA, not by local governments.
- * Existing debt will be paid from rates paid by current users already paying the debt or by their local government.
- * Local governments may pledge full faith & credit.

Rates.

- * All users will pay the same OMR&R charges.
- * Current debt service charges continue until debts are paid.
- * No free service.
- * Special contracts are possible.
- * SHAWSA Board will set rates on “cost of service” basis.

Initial arrangements.

- * SHAWSA would initially contract with City for services based on the actual cost of providing the services.
- * For continuity, Mr. Stein, who currently serves as Casco/South Haven Authority staff, would continue to serve as a liaison.

Other provisions.

- * Withdrawal with 2 years notice & continuing debt obligations.
- * Termination results in disposal of SHAWSA assets:
 - * As directed by parties, or
 - * In the following way:
 - * System components to local governments in which they are located. (With exception of NCG pumping facilities.)
 - * Sale of personal property.
 - * Funds, including sales proceeds, applied 1st to debt, then proportionally based on system revenues.

*Remember this slide.

Decided to explore a regional water/sanitary sewer authority, *if* ...

- A. All parties are treated fairly.
 - ✓ Equal partners, all with voting position on the SHAWSA board.
 - ✓ Equal OMR&R rates.
 - ✓ Recognizes Township customer's contributions.
- B. No loss of local control/autonomy.
 - ✓ SHAWSA board members appt'd by & serving as pleasure of Twp Bds/City Council.
 - ✓ Twp. Bds. & City Council approval needed for tax, debt, FFC pledge, or extending lines.
- C. Will not increase customer costs.
 - ✓ Eliminated duplication & increased efficiency should reduce costs over long term.
 - ✓ Will not be taking on existing debt of others. They continue to pay their own debt.
 - ✓ Maximizes treatment plant use before expansion is needed.
- D. Users will benefit.
 - ✓ Service should improve & everyone will have the same service.
 - ✓ Rates should be lower than they would be without regional authority.
 - ✓ One-stop answers.
- E. It will not be extra complicated.
 - ✓ Reduces the contractual & financing complexities.
 - ✓ A single board can act to approve water & sanitary sewer requirements.
 - ✓ Simplifies allocations of costs.



Questions?

SOUTH HAVEN AREA WATER-SEWER AUTHORITY CONTRACT

This South Haven Area Water-Sewer Authority Contract (the “**Contract**”) is dated as of _____, 2016, and is among the City of South Haven, South Haven Charter Township, Casco Township, and the South Haven Township and Casco Township Water and Sewage Treatment Authority pursuant to the Municipal Partnership Act, 2011 PA 258, MCL 124.111 *et seq.* (the “**MPA**”).

RECITALS

A. The City of South Haven is a home rule city organized and existing pursuant to 1909 PA 279, as amended, MCL 117.1 *et seq.*, located in Van Buren and Allegan Counties, Michigan, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090-1499 (the “**City**”).

B. South Haven Charter Township is a charter township organized and existing pursuant to The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 *et seq.*, located in Van Buren County, Michigan, the principal business address of which is 09761 Blue Star Highway, South Haven, MI 49090 (“**South Haven Township**”).

C. Casco Township is a general law township organized and existing pursuant to the Michigan Revised Statutes of 1846, as amended, MCL 41.1 *et seq.*, located in Allegan County, Michigan, the principal business address of which is 7104 107th Avenue, South Haven, MI 49090 (“**Casco Township**”).

D. The South Haven Township and Casco Township Water and Sewage Treatment Authority, is a public body corporate established and existing pursuant to 1955 PA 233, as amended, MCL 124.281 *et seq.* (“**Act 233**”), the principal business address of which is 7064 111th Avenue, South Haven, MI 49090-9802 (the “**South Haven/Casco Authority**”) and is, pursuant to that statute, authorized to own and operate public water and sanitary sewer systems.

E. Each of the parties to this Contract is, as is evident from Recitals A through D above, a “public agency” as defined by subsection 2(d) of the MPA.

F. Each of the parties listed in Recitals A through D is authorized by a variety of statutes to own and operate public water and sanitary sewer systems.

G. Therefore, pursuant to the MPA, the parties may enter into a joint endeavor agreement to jointly own and operate public water and sanitary sewer systems and to jointly perform or exercise all functions, services, powers, and privileges related thereto that each could exercise separately including, without limitation, all of those provided by this Contract.

H. The County of Allegan is a Michigan county organized pursuant to applicable state law that is acting by and through its Board of Public Works pursuant to 1957 PA 185, as amended, MCL 123.721 *et seq.* (“**Act 185**”), the principal business address of which is 113 Chestnut Street, Allegan, MI 49010 (“**Allegan County**”), is not a part of the Authority created by this Contract, but has consented to provisions of this

Contract due to its interests in some infrastructure located within the boundaries of one or more of the parties.

I. The County of Van Buren is a Michigan county organized pursuant to applicable state law that is acting by and through its Board of Public Works pursuant to Act 185, the principal business address of which is 212 Paw Paw Street, Paw Paw, MI 49079 (“**Van Buren County**”), is not a part of the Authority created by this Contract, but has consented to provisions of this Contract due to its interests in some infrastructure located within the boundaries of one or more of the parties.

J. The City owns and operates a water treatment and distribution system that provides potable water used by users in the City, South Haven Township, and Casco Township, the major components of which are listed on **Exhibit A** (the “**City Water System**”).

K. South Haven Township, Casco Township, and the South Haven/Casco Authority each own components of water distribution systems listed on **Exhibit A** that are located within their respective jurisdictions.

L. The City owns and operates a sanitary wastewater collection and treatment system that provides sanitary sewage collection and treatment services used by users in the City, South Haven Township, and Casco Township, the major components of which are listed on **Exhibit A** (the “**City Sewer System**”).

M. South Haven Township, Casco Township, and the South Haven/Casco Authority each own components of sanitary sewage collection systems listed on **Exhibit A** that are located within their respective jurisdictions.

N. A number of contracts establish the terms and conditions of the relationships among and between the parties for providing services of the City Water System and the City Sewer System.

O. In recent years, the parties have concluded that coordinated, collaborative management and control, and, eventually, common ownership of the City Water System and City Sewer System and of the water distribution and sanitary sewer collection lines and facilities within their respective jurisdictions is in their respective best interests and will protect and enhance the public health, safety and general welfare.

P. Certain legally binding requirements preclude common ownership at the current time, but coordinated, collaborative management and control of the City Water System and City Sewer System and of the water distribution and sanitary sewer collection lines and facilities within their respective jurisdictions can be accomplished by this Contract with possible common ownership to occur at a subsequent time as also provided in this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract the parties agree as follows:

ARTICLE I
AUTHORITY

1.1 Formation; Purposes. The South Haven Area Water-Sewer Authority (“**SHAWSA**”) is created for the purposes of acquiring, owning, leasing, constructing, installing, operating, repairing, maintaining, replacing, improving, extending, enlarging and undertaking any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.

1.2 Body Corporate. The SHAWSA is a public body corporate with power to sue and be sued in its own name.

1.3 Governance.

A. The SHAWSA shall be governed by a 7-member board (the “**Board**”) appointed as follows:

1. The City shall appoint 3 members. Of those first appointed, one shall serve a 2-year term and the other 2 shall serve 4-year terms. Thereafter, all 3 members shall serve 4-year terms.

2. South Haven Township shall appoint 2 members. Of those first appointed, one shall serve a 2-year term and the other shall serve a 4-year term. Thereafter, both members shall serve 4-year terms.

3. Casco Township shall appoint 2 members. Of those first appointed, one shall serve a 2-year term and the other shall serve a 4-year term. Thereafter, both members shall serve 4-year terms.

B. Appointments shall be made by the governing bodies of each of the appointing entities. Terms shall end on December 31 of odd-numbered years.

C. Board members shall serve at the pleasure of their appointing bodies and may be removed with or without cause by a vote of a majority of the members serving on the appointing body.

D. No Board member may be removed during that Board member’s term of office unless the Board member is provided at least 14-days’ written notice of the meeting of the governing body at which the Board member’s removal shall first be discussed or considered and that Board member is given an opportunity to address that governing body prior to any vote or other action with respect to the Board member’s removal.

E. Board members shall have a duty to vote on matters before the Board except to the extent a Board member has a direct conflict of interest. Any potential conflict of interest shall be disclosed to the Board and the remaining Board members shall vote to determine whether a conflict of interest exists so as to excuse the Board member from voting. Any other provision of this Contract notwithstanding, it shall not be a conflict of interest for a Board member to vote on a contract or other issue simply because that contract or other issue involves or affects the party to this Contract that

appointed the Board member or because the contract or issue involves or affects a party to this Contract for which the Board member serves as an officer or employee.

1.4 Meetings; Officers.

A. Four Board members shall constitute a quorum of the Board. However, the Board may not take any action except upon the affirmative votes of at least 4 Board members.

B. The Board shall adopt bylaws or rules of procedure governing its meetings, policies and procedures. The SHAWSA shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 *et seq.* and the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 *et seq.*

C. At its first meeting of each calendar year, the Board shall elect a chairperson, a vice chairperson, who shall act in the chairperson's absence or inability to act, and a secretary-treasurer. The bylaws or rules of procedure shall state the authority and duties of each officer.

D. The Board shall meet at least quarterly. The Board shall, prior to the end of each calendar year, adopt a resolution setting its regular meeting schedule for the next calendar year.

E. Special meetings may be called by the chairperson, by any officer, or by any 3 Board members.

F. The Board may appoint or employ a chief executive officer who is not a member of the Board. If it does so, it shall provide a written description of the chief executive officer's duties and authority and shall establish any compensation to be paid to the chief executive officer.

1.5 Powers. The SHAWSA shall have the following powers.

A. The SHAWSA may acquire, own, lease, construct, install, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.

B. The SHAWSA may adopt ordinances, rules and regulations governing or related to public water and sanitary sewer services in the City, South Haven Township and Casco Township. It may issue to users or others permits to connect to, to use or to construct, install, operate, repair, maintain, replace, improve, extend, or enlarge public water and sanitary sewer services in the City, South Haven Township and Casco Township.

C. The SHAWSA may apply for, hold, maintain and renew any permits, certificates, licenses or other approvals needed to acquire, own, lease, construct, install, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding public water and sanitary sewer services in the City, South Haven Township and Casco Township.

D. The SHAWSA may acquire by purchase, including without limitation by installment purchase, by lease, or by eminent domain, any real or personal property the Board deems necessary to fulfill its

functions, duties or obligations, or to exercise its privileges related to public water and sanitary sewer services in the City, South Haven Township and Casco Township. Any acquisition by eminent domain shall be pursuant to and in compliance with 1911 PA 149, as amended, MCL 213.21 *et seq.*, and with The Uniform Condemnation Procedures Act, 1980 PA 87, as amended, MCL 213.51 *et seq.* The SHAWSA may also enter into a contract with any party for that party's acquisition of property on behalf of the SHAWSA and that party's subsequent conveyance of such property to the SHAWSA which contract shall include terms and conditions acceptable to the Board and to the governing body of the contracting party.

E. Subject to the requirements and limitations of the MPA, the SHAWSA may employ or otherwise contract for or engage such personnel, firms, service providers, contractors, professionals or others who it deems are necessary or helpful to fulfill its functions, duties or obligations, or to exercise its privileges related to public water and sanitary sewer services in the City, South Haven Township and Casco Township.

F. The SHAWSA may fulfill its functions, duties or obligations, or exercise its privileges or powers under this Contract or related to public water and sanitary sewer services in the City, South Haven Township and Casco Township, by entering into contracts with any one or more of the parties or others.

G. The SHAWSA may enter into contracts to provide public water and/or sanitary sewer services to persons or entities, including governmental entities, outside of the City, South Haven Township and Casco Township pursuant to such terms and conditions as may be provided by such contracts.

H. The SHAWSA may exercise any powers or privileges provided by this Contract or by the MPA.

ARTICLE II

INTERESTS IN SYSTEMS

2.1 Lease of City Systems. The City hereby leases to the SHAWSA and the SHAWSA hereby leases from the City the City Water System and the City Sewer System, including, without limitation, all of the real and personal property of the City Water System and the City Sewer System, for rent consisting of the payment of \$1.00 per year plus the performance of all of SHAWSA's duties and obligations under this Contract. The duration of the lease by the City to the SHAWSA of the City Water System and the City Sewer System shall be the same as the duration of this Contract. The City also assigns to the SHAWSA and the SHAWSA accepts that assignment from the City of all of the City's rights, duties and obligations related to the City Water System and the City Sewer System, including, without limitation, any (i) contracts, (ii) warranties and guarantees, (iii) rights to payments, (iv) obligations to make payments, (v) claims of or against either the City Water System or the City Sewer System, and (vi) permits, licenses or other approval related to the City Water System or the City Sewer System.

A. Details of included items are provided in attached exhibits.

1. An inventory of assets of the City Water System and the City Sewer System, including, without limitation, interests in real and personal property of the City Water System and the City Sewer System is attached as **Exhibit B** and incorporated by reference.
2. A list of obligations and other liabilities of the City Water System and the City Sewer System, including without limitation, outstanding debt, pension obligations, and retiree health care obligations, is attached as **Exhibit C** and incorporated by reference.
3. A list of current contracts affecting the City Water System and the City Sewer System is attached as **Exhibit D** and incorporated by reference.
4. An unaudited accounting of the current fund balances, bank and investment accounts, and other financial information related to the City Water System and the City Sewer System is attached as **Exhibit E** and incorporated by reference.

B. No ownership interest in either the City Water System or the City Sewer System is being conveyed by this Contract.

C. The City Water System and City Sewer System are being leased “as is” and “where is” without any representations or warranties as to the condition of any real or personal property comprising either of them. The SHAWSA is accepting the City Water System and the City Sewer System in their current conditions. This lease is subject to the pre-existing arrangement with New Covert Generating, and any successor, relating to the lake intake, pumping station, and related piping and facilities to serve the New Covert Generating electrical generation facility.

D. This lease shall commence and the SHAWSA shall take possession of the leased property 180 days after the date of this Contract. Except as otherwise provided in this Contract, this lease will terminate on the termination date of this Contract.

E. The SHAWSA may operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the City Water System and City Sewer System that the City could prior to the effective date of the lease. The SHAWSA shall operate, repair, and maintain the City Water System and City Sewer System in accordance with this Contract and good utility practices.

F. The SHAWSA shall pay all costs necessary to use, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the City Water System and City Sewer System as required by this Contract.

G. The SHAWSA shall have all risks and undertake all liability related to ownership, use, operation, repair, maintenance, replacement, improvement, extension, or enlargement of the City Water System and City Sewer System.

H. If there is damage to the City Water System and City Sewer System from any cause whatsoever the SHAWSA, at its expense, shall repair such damage or replace such damaged portions of City Water System and City Sewer System. This shall not prevent the SHAWSA from seeking indemnification or contribution for such damage or the costs or such repair or replacement from any individual or entity partially or wholly responsible for such damage, including, without limitation, any party to this Contract that may be partially or wholly responsible for such damage.

I. If any portion of the City Water System and City Sewer System is acquired by any governmental entity through eminent domain, the SHAWSA shall be entitled to the compensation or damages paid as a result of such acquisition.

J. The SHAWSA may not assign its rights with respect to or sublet the City Water System and City Sewer System without the City's prior written consent.

2.2 Possible Future Conveyance of City Systems. At any time it wishes to do so, the City may convey ownership of the City Water System, the City Sewer System, or both systems to the SHAWSA and the SHAWSA shall accept such conveyance and pay to the City the sum of \$1.00 and assume all debt and other obligations of the conveyed system(s) in exchange for such conveyance. The parties acknowledge that, under current Michigan law, conveyance of either the City Water System or the City Sewer System will require the approval of the City's electors. Accordingly, this Contract does not compel such conveyance.

2.3 Conveyance of Interests in Township and Authority Systems. The townships and the South Haven/Casco Authority are not constrained by state law from conveying their interests in the public water distribution and sanitary sewer collection systems within their respective jurisdictions. However, either Van Buren County or Allegan County may own all or a portion of those systems due to the use of Act 185 to finance initial construction of, improvements to, or expansions of all of those or portions of those systems. By signing below, Van Buren County and Allegan County are consenting to South Haven Township's, Casco Township's and the South Haven/Casco Authority's conveyance of their interests as provided in this section.

A. Within 180 days of the date of this Contract, South Haven Township, Casco Township, and the South Haven/Casco Authority shall each quitclaim to the SHAWSA and the SHAWSA shall accept from each of them, each of their respective rights, titles and interests in the public water distribution and public sanitary sewer collection systems within their respective jurisdictions, including, without limitation, all related interests in real and personal property. The consideration for such conveyance shall consist of the payment of \$1.00 plus the performance of all of SHAWSA's duties and obligations under this Contract. Simultaneously with such conveyance, South Haven Township, Casco Township and the South Haven/Casco Authority also shall each assign to the SHAWSA and the SHAWSA shall accept the assignment from each of them all of their respective interests, rights, duties and

obligations related to the public water distribution and public sanitary sewer collection systems within their respective jurisdictions, including, without limitation, any (i) contracts, (ii) warranties and guarantees, (iii) rights to payments, (iv) obligations to make payments, (v) claims of or against the public water distribution or public sanitary sewer collection systems within their jurisdictions, and (vi) permits, licenses or other approval related to the public water distribution or public sanitary sewer collection systems within their jurisdictions. The conveyance and assignment shall be completed by execution and delivery of quitclaim deeds, bills of sale, assignments, and such other documents as may be reasonably required by SHAWSA's legal counsel.

B. To the extent that, due to financing through Act 185 or for any other reason, Allegan County or Van Buren County have any interests in the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township or the South Haven/Casco Authority, upon the final payment of each such financing or such earlier time as may otherwise be legally permissible without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township or the South Haven/Casco Authority, all of the right, title and interest in the respective public water distribution or sanitary sewer collection system within the respective jurisdiction, shall be conveyed to the SHAWSA. By consenting to this Contract, Allegan County and Van Buren County each agrees to make each such conveyance at the earliest possible date that can be done without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township or the South Haven/Casco Authority. Similarly, South Haven Township, Casco Township, or the South Haven/Casco Authority each individually covenants to take all steps needed to ensure completion of such conveyance of the rights, titles and interests of Allegan County and Van Buren County at the earliest possible date that can be done without added costs to Allegan County, Van Buren County, South Haven Township, Casco Township, or the South Haven/Casco Authority.

C. The rights, title and interests in the public water distribution and public sanitary sewer collection systems conveyed will be conveyed "as is" and "where is" without any representations or warranties as to the condition of any real or personal property comprising either of them.

D. When the SHAWSA obtains all of the rights, titles and interests to the public water distribution system or sanitary sewer collection system or both within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority, it shall own and have all rights with respect to the system or the systems. Until then, the following shall apply:

1. The SHAWSA shall operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges related to the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority. The SHAWSA shall operate, repair, and maintain those systems in accordance with this Contract and good utility practices.

2. The SHAWSA shall pay all costs necessary to use, operate, repair, maintain, replace, improve, extend, enlarge and undertake any and all other functions, powers and privileges regarding the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority as required by this Contract.

3. The SHAWSA shall have all risks and undertake all liability related to ownership, use, operation, repair, maintenance, replacement, improvement, extension, or enlargement of the public water distribution and sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority.

4. If there is damage from any cause whatsoever to the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority, the SHAWSA, at its expense, shall repair such damage or replace such damaged portions of such systems. This shall not prevent the SHAWSA from seeking indemnification or contribution for such damage or the costs of such repair or replacement from any individual or entity partially or wholly responsible for such damage, including, without limitation, any party to this Contract that may be partially or wholly responsible for such damage.

5. If any portion of the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority is acquired by any governmental entity through eminent domain, the SHAWSA shall be entitled to the compensation or damages paid as a result of such acquisition.

6. The SHAWSA may not assign its rights with respect to the public water distribution or sanitary sewer collection systems within the jurisdictions of South Haven Township, Casco Township, or the South Haven/Casco Authority without the prior written consent of the party(ies) within which the affected portion is located.

2.4 Combined System. The City Water System and the water distribution systems of South Haven Township, Casco Township, and the South Haven/Casco Authority shall together be called and operated as the “**SHAWSA Water System**.” The City Sewer System and the sanitary sewer collection systems of South Haven Township, Casco Township, and the South Haven/Casco Authority shall together be called and operated as the “**SHAWSA Sewer System**.” The SHAWSA Water System and SHAWSA Sewer System shall together be called the “**SHAWSA Systems**.”

2.5 Required Notices. Each of the parties, Allegan County and Van Buren County, shall give any notice of any actions taken or to be taken pursuant to this Contract, that may be required as an owner, person having an interest in, issuer of debt related to, or for any other reason, under any law, rule, regulation, approval, contract, covenant or representation that may be applicable to such party, Allegan County or

Van Buren County, including for example, and not by way of limitation or exhaustion, the Michigan Department of Environmental Quality (“**MDEQ**”) and material events notices to be filed with the Municipal Securities Rulemaking Board’s (“**MRSB**”) Electronic Municipal Marketplace Access (“**EMMA**”). This is a mutual responsibility of the parties to ensure such notices are provided and (i) each of the parties agrees that the SHAWSA or its legal counsel may, but is not required to, provide such notices on its behalf, and (ii) the parties shall each verify to the SHAWSA and to one another that such notices have been given.

2.6 No Alienation. Except as otherwise expressly authorized by this Contract or as may be required as part of a transaction incurring debt to repair, maintain, improve, enlarge, or expand any part or all of the SHAWSA Systems, the SHAWSA shall not sell, lease, assign or otherwise convey or alienate any interest in the SHAWSA Systems or any portion of the SHAWSA Systems without the prior approval by the governing bodies of each of the parties to this Contract.

ARTICLE III SYSTEMS OPERATIONS

3.1 SHAWSA Rights. The SHAWSA shall have all the rights, duties, privileges and powers to own, use, operate, repair, maintain, improve, expand and enlarge the SHAWSA Systems as if it were the full and complete owner of the SHAWSA Systems and, except for the City’s rights under Article II of this Contract as the lessor of the City Water System and City Sewer System, shall have and may exercise all of the rights each of the parties would have to acquire, construct, install, own, use, operate, repair, maintain, improve, expand and enlarge a public water or sanitary sewer system within its respective jurisdiction.

3.2 Compliance. SHAWSA shall own, use, operate, repair, maintain, improve, expand and enlarge the SHAWSA Systems in compliance with all applicable (i) laws, rules, regulations, permits, licenses, and orders of governmental agencies or officials of competent jurisdiction, (ii) common industry standards of good utility practices for water supply and sanitary sewer utilities, (iii) contractual requirements, covenants and representations, and (iv) other terms and conditions of this Contract.

3.3 Equal Benefit. All users of any part of the SHAWSA Systems as of the date of this Contract and all users within the jurisdictional boundaries of any party to this Contract shall be retail customers of the SHAWSA and shall be treated equally in terms of the services provided them. This does not preclude the SHAWSA from subsequently providing service to additional users lying outside the jurisdictional boundaries of the parties to this Contract as wholesale customers or on a different basis for service.

3.4 Expansion. Unless otherwise approved by the governing bodies of the parties to this Contract, extensions or expansions of the SHAWSA Systems to serve additional users or additional connections to the SHAWSA Systems shall be made only when such extensions, expansions, additional connections and service of additional users will not hamper or diminish services to existing users. Accordingly, the SHAWSA shall periodically undertake evaluations of the SHAWSA Systems to ensure the capacity exists within the SHAWSA Systems to serve all users reasonably projected to desire service within succeeding

periods of time as is consistent with good utility practices. When such evaluations disclose that additional capacity, additional service lines or other improvements are needed to address reasonably foreseeable increases in demands for services, the SHAWSA shall determine whether and under what terms such improvements can be made consistent with the requirements of this Contract and without undue financial hardships for then existing SHAWSA Systems users. Except as otherwise provided in this Contract with respect to incurring additional debt and except that the SHAWSA shall first obtain the approval of the governing body of any party in which an extension of mains or other service lines are proposed before undertaking any such extension, the SHAWSA may plan and undertake such improvements without the approval of the parties to this Contract.

3.5 Purchasing. The Board shall have a written purchasing policy that shall generally require competitive bidding for projects, services, materials and supplies over a stated minimum amount that may be acquired without such bidding. The policy shall require Board approval of purchases or acquisitions of any interests in real property and of any personal property or services in excess of a specified minimum amount. The policy may provide exceptions for emergencies, for professional services, for contracts with a party to this Contract, for transactions for incurring debt, for contracts pursuant to Act 185, and in other stated circumstances. The policy shall comply with all laws applicable to such purchases or acquisitions, including those dealing with conflicts of interest.

3.6 Legal Authority. The parties hereby grant to SHAWSA the authority to adopt, amend as necessary or desired, and enforce rules and regulations governing use of the SHAWSA Systems. Those rules and regulations shall have the force of and may be enforced in the same manner as rules adopted under Act 233.

A. To ensure there is no question about the SHAWSA's legal authority, the governing bodies of the City, South Haven Township and Casco Township shall each adopt an ordinance providing the following:

The South Haven Area Water-Sewer Authority shall have the authority to adopt, amend, and enforce within its jurisdictional limits rules related to use of public water and sanitary sewer services provided by the South Haven Area Water-Sewer Authority within the jurisdictional limits of the [City or Township] which shall have the same force and effect as a [City or Township] ordinance. Violations may be misdemeanors or municipal civil infractions, may be the basis for terminating service, shall be a nuisance per se, and shall require that any costs incurred by the [City or Township] or by the South Haven Area Water-Sewer Authority due to any violation by a user shall be paid in their entirety by the violating user. Such rules shall also provide for establishing, billing and collecting rates, fees and charges for connecting to and using public water and sanitary sewer services provided by the South Haven Area Water-Sewer Authority within the jurisdictional limits of the [City or Township] including providing that they are liens on the premises served to be enforced by the South Haven Area

Water-Sewer Authority on behalf of the [City or Township] and, when unpaid the [City or Township] Treasurer shall add them to the *ad valorem* property tax bills of the [City or Township]. Failure to timely pay bills for such services shall also be a basis for terminating service.

B. The rules shall be in a form consistent with requirements of applicable federal and state laws, rules and regulations. To the extent required by federal or state agencies of competent jurisdiction, the rules shall be reviewed and approved by designated federal or state officials. Among other requirements, they shall address industrial pretreatment requirements, backflow prevention and cross connection requirements, and other issues.

C. Copies of the rules shall be available on a website to be operated and maintained by the SHAWSA, and a copy of the rules shall be provided to each of the parties for inspection and copying by interested persons.

D. The parties each hereby appoint the SHAWSA and SHAWSA personnel as each of their respective officers and agents for purposes of administering and enforcing the SHAWSA rules within each of their respective jurisdictions.

E. The parties shall each take other subsequent actions as may from time-to-time be determined to be necessary or appropriate to ensure the SHAWSA can fully implement, administer, and enforce the SHAWSA rules within each of their respective jurisdictions as contemplated by this section of this Contract.

3.7 Required Connection. All structures located on any parcel of property within the jurisdiction of any party to this Contract, the boundary of which is 200 feet or less from any SHAWSA System line, shall be required to connect to and use that SHAWSA System, unless SHAWSA engineers determine such a connection is not reasonably practical.

ARTICLE IV

FRANCHISE AND CONSENT

4.1 Consent and Franchise. The parties hereby each grant to the SHAWSA a franchise to provide public water and sanitary sewer services within their respective jurisdictions pursuant to Article VII, Section 29 of the Michigan Constitution of 1963. Each of the parties consents to the SHAWSA's use of rights-of-way within their respective jurisdictions for the construction, installation, use, operation, repair, replacement, improvement, extension and enlargement of public water and sanitary sewer mains and other pipes, pump or lift stations, and other facilities. However, no work shall be done within such rights-of-way without securing any permits or other approvals from the party in which the right-of-way is located and from other governmental entities owning or having jurisdiction over such rights-of-way as may be required by applicable statutes, ordinances, rules, regulations or policies. Moreover, once such work is completed

the SHAWSA shall restore those rights-of-way to a condition at least as good as the condition they were in prior to such work.

ARTICLE V
FINANCIAL POWERS

5.1 General Financial Powers. Except as otherwise expressly limited by this Contract, the SHAWSA shall have all of the financial power and authority that could be provided to it pursuant to the MPA and any subsequent amendments to the MPA. Furthermore, except as otherwise expressly limited by this Contract, the SHAWSA shall have all of the financial power and authority, including those related to incurring debt and issuing bonds or notes, which could be exercised individually by each of the parties to this Contract. Other provisions granting or acknowledging specific financial powers and authority are not intended and shall not be construed to limit the generality of this provision or its applicability.

5.2 Expectations.

A. The parties intend that all costs incurred to acquire, construct, install, use, operate, repair, maintain, improve, extend, or expand all or any part of the SHAWSA Systems shall be paid by rates, fees and charges paid by users thereof or by special assessments levied against the property specially benefitted by capital improvements thereto.

B. The parties intend that a new user of either of the SHAWSA Systems shall pay for any SHAWSA Systems improvements undertaken to serve that new user. Accordingly, special assessments or special connection fees may be levied or charged to pay for such improvements.

C. The parties intend that if any expansion to or improvement of any facilities of either of the SHAWSA Systems is needed to serve any existing user's need for significant additional service from either of the SHAWSA Systems, that user shall pay for any such SHAWSA Systems improvements undertaken to provide the additional service to that user. Accordingly, special assessments or special connection fees may be levied or charged to pay for such improvements.

5.3 Contributions. The governing body of any one or more of the parties may agree to provide funds of that party to the SHAWSA according to terms and conditions approved by that governing body.

5.4 Special Assessments.

A. The SHAWSA shall have all of the powers and authority to levy special assessments within the City, South Haven Township and Casco Township that each of those parties has to levy special assessments against property located within a special assessment district within its respective jurisdiction. If the SHAWSA levies special assessments within a district located within the City, it shall comply with the procedures for doing so provided by the City Charter of the City and the City's Code of Ordinances. If the SHAWSA levies special assessments within a district in South Haven Township

or Casco Township, it shall comply with the procedures for doing so provided by 1954 PA 188, as amended, MCL 41.721 *et seq.* (“**Act 188**”).

B. Alternatively, the City, South Haven Township or Casco Township may levy special assessments within its respective jurisdiction and contract with the SHAWSA to provide the money so collected to pay for or to pay the debt service on debt incurred for improvements to one or both of the SHAWSA Systems.

C. The SHAWSA may, to the extent not prohibited by law, issue bonds in anticipation of the collection of special assessments levied or may use the proceeds of special assessments levied as provided hereunder to pay the debt service on any bonds levied for improvements to one or both of the SHAWSA Systems.

5.5 New Debt.

A. The SHAWSA may issue revenue bonds pursuant to the Revenue Bond Act of 1933, 1933 PA 94, as amended, MCL 141.101 *et seq.* (“**Act 94**”). The SHAWSA may use any funds it receives from special assessments, from one of the parties, from a millage the SHAWSA levies, or from any other source available for it to use for such purposes to pay the debt service on any revenue bonds it issues.

B. The SHAWSA may also engage Allegan County, Van Buren County or both counties to finance SHAWSA’s capital costs under Act 185.

C. The SHAWSA may enter into installment purchase agreements for the purchase of real or personal property in accordance with applicable state law.

5.6 Full Faith and Credit. To the extent not prohibited by law the SHAWSA may pledge to repayment of any debt it issues its full faith and credit as limited by the constitutional and statutory provisions. To the extent not prohibited by law, the City, South Haven Township and Casco Township may pledge by a contract their respective full faith and credit as limited by the constitutional, statutory, and, if applicable, charter provisions to the repayment of all or any portion of any debt issued by the SHAWSA to the extent such debt is issued to finance the cost of repair, maintenance, improvements, replacements, extension, or expansions within the jurisdictional border of the entity making that pledge.

5.7 Existing Debt. Upon the effective date of the leases and assignments to be made pursuant to section 2.1 of this Contract and of any conveyance and corresponding assignment from a party made pursuant to section 2.3 of this Contract, the SHAWSA shall be liable for repayment of the debt of the party making such lease, conveyance and corresponding assignment which shall be paid from the fund balances assigned or conveyed by the conveying party, from rates, fees and charges collected by the SHAWSA pursuant to this Contract, and from such other sources of revenues as may properly be available to the SHAWSA for repayment of such debts. Notwithstanding any provision of this Contract to the contrary, the

conveying party shall remain legally obligated on any existing debt according to the terms of the existing debt instrument until such existing debt is fully paid.

A. The SHAWSA shall make all debt payments by their due dates and shall provide a written confirmation to the originally issuing party that each payment has been made. Payments on the debt issued by Allegan County and Van Buren County shall be made to them at least 7 days before their due dates.

B. The SHAWSA shall also provide that party an annual accounting of the payments.

C. The SHAWSA shall also file when due any required material events or other notices with respect to any such debt. This is a joint obligation with the party, Allegan County or Van Buren County that is the issuer of the debt.

D. The SHAWSA shall not allow any operation or use of the SHAWSA Systems that would cause the interest on any such debt to be included in gross income for federal income tax purposes pursuant to the Internal Revenues Code of 1986, as amended.

E. The SHAWSA shall comply with all bond covenants of any such debt.

5.8 Tax. The parties do not currently envision that the SHAWSA will levy any tax. But, the parties want to allow for that possibility should the governing bodies of the City, South Haven Township, and Casco Township each agree with the SHAWSA Board that the levy of a tax is necessary and appropriate. The SHAWSA may then levy a tax with the required votes of the electors as provided in the MPA. If approved, that tax shall be levied and collected at the same time and in the same manner as provided by the General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 *et seq.* The MPA requires all of the following with respect to any tax or any renewal so that the governing body of each of the municipal government parties and the electorate of each of the municipal government parties must approve of the levy of any tax. (This means that the governing body of any one of the municipal government parties or the electorate of any one of the municipal government parties could prevent the SHAWSA's levy of a tax.)

A. A proposal for a tax shall not be placed on the ballot unless the proposal is adopted by a resolution of the governing bodies of the City, South Haven Township and Casco Township.

B. The proposal for a tax to be levied by the SHAWSA may be submitted to a vote only at an even year general November election.

C. The SHAWSA may levy a new tax or increase an existing tax only if a majority of the electors in each of the governmental parties, *i.e.*, in the City, South Haven Township and Casco Township, voting on the new tax or the increase approve such tax or increase..

D. The SHAWSA may levy the renewal of an existing tax only if a majority of the electors in each of the governmental parties, *i.e.*, in the City, South Haven Township and Casco Township, voting on the renewal of the existing tax approve the tax.

5.9 UBAA Compliance. The SHAWSA shall comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 *et seq.* Before approving any annual budget or adopting its annual appropriations ordinance, the Board shall present its proposed budget to the governing body of each of the parties and allow at least 30 days for that governing body to provide comments on the proposed budget.

5.10 Fiscal Year. The SHAWSA's fiscal year shall begin January 1 and end December 31.

ARTICLE VI RATES AND CHARGES

6.1 Rate Basis.

A. All rates, fees and charges for services of the SHAWSA Systems shall be based on a methodology generally recognized by the American Water Works Association and shall also comply with any federal and state laws, rules and regulations, terms of any federal and state grant and loan agreements, and other legal requirements.

B. The Board shall establish a rate setting methodology that shall be documented in writing and applied until the Board amends it.

C. Rates shall be reviewed not less frequently than annually and adjusted as needed so that they provide all the revenues needed to cover all costs for operation, maintenance, repair and replacement, as well as debt service, including any covenanted or otherwise required coverage requirements and as otherwise generally consistent with good utility practices.

6.2 Operation, Maintenance, and Repair. It is the intention of the parties that all users of the SHAWSA Systems, regardless of which party's jurisdiction in which they are located, shall pay the same operation, maintenance, repair and replacement rates, fees and charges. Therefore, operation, maintenance, repair and replacement rates, fees and charges shall be established for the SHAWSA Water System and the SHAWSA Sewer System without regard to which party's jurisdiction in which the user is located.

A. However, this shall not prevent differentials in charges based on volumes, peak demands, times of peak uses, the character and strength of wastewater discharges, special pressure requirements, and other differences in services needed by or provided to a user. Surcharges and other special charges may be imposed to address such differences.

B. In addition, charges may be different for users with grinder pumps or other special maintenance, repair and replacement items.

6.3 Debt Service Charges. Each of the parties currently has outstanding debt. Each of the parties currently imposes charges upon users of public water and sanitary sewer services within its respective jurisdiction to pay such debt service. The SHAWSA shall continue to collect, adjusting as necessary or appropriate, those differing debt service charges from users in each of the parties' respective jurisdictions and use them to make the debt service payments on the outstanding bonds.

6.4 No Free Service. The SHAWSA shall not provide any free service to any user of either of the SHAWSA Systems.

6.5 Special Contracts. When it is deemed by the Board to be consistent with interests of the SHAWSA, the SHAWSA may enter into special contracts with a user to provide service or to provide for specified rates, fees and charges that deviate from those generally applicable, provided the contractual rates, fees and charges fairly allocate costs of the applicable SHAWSA System(s) to each user that is a party to such a contract.

ARTICLE VII PERSONNEL

7.1 Employees. The SHAWSA may employ such personnel as the Board determines are necessary to perform its duties, obligations and functions under this Contract and may provide such salaries, wages, benefits and other compensation as it determines is reasonable to provide such employees.

7.2 Contracts for Services. The SHAWSA may contract with any party or any other individual or entity to provide services to the SHAWSA to perform its duties, obligations and functions under this Contract, including professional, clerical, accounting, auditing, operation and maintenance, construction and installation, inspection, and any other services.

7.3 CEO. The SHAWSA shall employ or engage by a contract a person to serve as its liaison with the townships and the South Haven/Casco Authority, who shall work on a schedule, have the duties and be compensated as provided in a contract between that individual or entity and the SHAWSA. Until December 31, 2020, Ross Stein, who currently fulfills that role for the South Haven/Casco Authority shall serve that role for the SHAWSA, provided Mr. Stein wishes to continue to do so, is capable of doing so, and faithfully performs such duties.

7.4 City Contract. The SHAWSA shall contract with the City to provide clerical, accounting, billing, operation and maintenance, inspection, and other routine services for the SHAWSA. The City shall perform the same services for the SHAWSA Systems as it currently provides for the City Water System and the City Sewer System.

A. Payments made to the City for such services shall cover the costs of such services determined in accordance with standard municipal accounting procedures and shall pay the following expenses:

1. The wages, salaries and benefits of City staff performing such services, including any premium or overtime pay, all of which shall be billed by the City accounting to the time spent by each employee on SHAWSA work or on such other basis as the City and the SHAWSA agree;
2. The use of City equipment and vehicles;
3. Space in City buildings occupied exclusively for the SHAWSA or an appropriate allocation of costs for such space as is determined to be necessary to provide the City services to the SHAWSA;
4. A portion of pension and retiree health care benefits for employees performing services for the SHAWSA that is allocated in accordance with municipal accounting standards; and
5. An overhead payment for human resources, oversight and management of staff performing services for the SHAWSA, budgeting and auditing, and other administration related to City services provided to the SHAWSA, that shall not exceed 10% of the employment costs paid pursuant to subsection 7.4.A.1.

B. The contract with the City may provide for its termination if the City fails, after notice and an opportunity to cure, to perform such services in a manner that enables the SHAWSA to comply with the terms and conditions of this Contract. For example, if the SHAWSA fails to operate either of the SHAWSA Systems in compliance with applicable legal requirements due to the failure of City personnel, the SHAWSA may terminate the contract with the City.

C. The City and SHAWSA may mutually agree to modify the contract between them to shorten its duration, to limit or increase the services to be provided, or to alter it in a manner they agree is beneficial for one or both of them.

D. The contract with the City shall provide that, to the extent the SHAWSA is required to pay fines or penalties due to the unlawful actions of City employees performing services for the SHAWSA, the City shall pay SHAWSA the full amounts of any such fines or penalties, except to the extent any such fines or penalties result from any direction, management, or other actions, statements or oversights of the SHAWSA.

E. The contract shall also provide that the City shall hold the SHAWSA harmless from, indemnify the SHAWSA for and defend the SHAWSA against any claims, causes of action, lawsuits, or other proceedings arising from property damage or personal injuries due to the wrongful or negligent acts of City personnel performing services for the SHAWSA, except to the extent any such property damage or personal injuries result from any direction, management, or other actions, statements or oversights of the SHAWSA.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The SHAWSA shall hold the parties to this Contract, Allegan County, and Van Buren County, harmless from, indemnify them for, and defend them against, any and all claims, causes of action, lawsuits and other proceedings, judgments, awards, administrative actions and other losses of any kind resulting from the acquisition, lease, ownership, use, operation, repair, maintenance, replacement, improvement, extension, or expansion of the SHAWSA Systems, except to the extent resulting from the negligence or wrongdoing of such party, Allegan County or Van Buren County.

8.2 Insurance. The SHAWSA shall obtain and maintain the following and provide upon request to any party, Allegan County or Van Buren County copies of all policies, endorsements, certificates of insurance and proofs of premium payment:

- A. Workers disability compensation coverage in required amounts covering all SHAWSA employees.
- B. Unemployment compensation coverage for all SHAWSA employees.
- C. No fault insurance coverage for all vehicles owned by the SHAWSA with coverage in amounts determined by the Board to be reasonable and prudent.
- D. Liability insurance in amounts and with such coverage as is consistent with good utility practices for public water and sanitary sewer systems. If any party to this Contract questions the adequacy of such coverage, the Board shall defer to the determination by a majority vote of a committee consisting of SHAWSA's general legal counsel, the general counsel for the City, SHAWSA's risk management officer (who may be a person designated by the SHAWSA insurance agent or carrier), the risk manager for Van Buren County, the risk manager for Allegan County, the SHAWSA CEO, and the risk manager for the City of Grand Rapids.
- E. Casualty and property insurance against fire, flood, wind and other casualty losses, theft, vandalism and other destruction to or damage of any portion of the SHAWSA Systems, such that in case of such destruction or damage, the insurance proceeds, plus a commercially reasonable deductible will be sufficient to rebuild or replace such portion that is destroyed or damaged.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. The initial term of this Contract shall be 35 years, terminating on December 31, 2051.

9.2 Renewal. After the initial term, this Contract shall renew for subsequent 10 year renewal terms unless any party provides notice of its intent not to renew at least 2 years prior to the end of the initial term or any renewal term.

9.3 Termination. This Contract may be terminated under the following situations:

- A. If the parties agree, this Contract may be terminated as provided in their written agreement to terminate this Contract.

B. If all but one of the parties wishes to withdraw from this Contract, this Contract shall terminate on the effective date of such withdrawal.

9.4 Withdrawal. A party may withdraw from this Contract upon at least 2 years written notice to all other parties. Upon withdrawal:

A. The withdrawing party shall remain responsible for the payment of any debts incurred by the SHAWSA after the effective date of this Contract and before the effective date of the withdrawal, and shall pay the SHAWSA an amount equal to the debt service payments the SHAWSA would have received from users within the jurisdiction of the withdrawing party if the withdrawing party had not withdrawn.

B. The withdrawing party shall also be responsible for the payment of any debts of the withdrawing party that were assumed by the SHAWSA.

C. The SHAWSA shall convey to the withdrawing party all of the SHAWSA's right, title and interests in any real and personal property comprising the public water and sanitary sewer system components the withdrawing party initially conveyed to the SHAWSA in the condition they are in at the time of withdrawal (including any replacements or improvements). The SHAWSA may retain any other public water and sanitary sewer system lines and other facilities owned by the SHAWSA that are located within the jurisdiction of the withdrawing party and shall retain the consent of the withdrawing party under Article VII, Section 29 of the Michigan Constitution of 1963, to use, operate, repair, maintain, replace and improve such components.

9.5 Cessation of South Haven/Casco Authority. The parties acknowledge that when its debt is retired or at some earlier or later time, the South Haven/Casco Authority may cease to exist, at the discretion of South Haven Township and Casco Township, according to Article V of the South Haven/Casco Authority's Articles of Incorporation. If and when that occurs, it will not be a withdrawal or have any effect on this Contract. Instead, there will simply be one fewer party to this Contract.

9.6 Effect of Termination. Upon the expiration or other termination of this Contract, assets of the SHAWSA shall be conveyed to the parties as provided in this section:

A. If the parties to this Contract at the time of its termination agree in writing on the disposition of the SHAWSA assets, the SHAWSA assets shall be disposed of in the manner agreed.

B. Otherwise, SHAWSA assets shall be disposed of in the following manner:

1. The public water and sanitary sewer system components shall be conveyed to the parties to this Contract at the time of its termination in whose jurisdiction such components are located. If there are public water and sanitary sewer system components located outside the jurisdiction of the parties to this Contract at the time of its termination, such components shall be conveyed to the party to this Contract at the time of its termination whose jurisdiction is located closest to

those public water and sanitary sewer system components. However, lake intake, pumping station, and related piping and facilities to serve the New Covert Generating electrical generation facility shall be owned by the City upon termination of this Contract.

2. SHAWSA funds shall first be applied to any outstanding debt of the SHAWSA. If funds are remaining, they shall be distributed among the parties to this Contract at the time of its termination in proportion to revenues paid to the SHAWSA from users within the jurisdictions of each of the parties to this Contract at the time of its termination.

3. If at the time of the termination of this Contract, SHAWSA owns equipment, vehicles or other personal property that is not a fixed part of any public water or sanitary sewer system, the equipment, vehicles or other personal property shall be sold and the proceeds of the sale applied in accordance with the distribution of SHAWSA funds in the preceding paragraph 9.6.B.2, *i.e.*, applied first against any outstanding debt, with any remainder distributed proportionally among the parties.

C. Upon the distribution of SHAWSA assets, the party to which those portions of the assets comprising all or portions of public water or sanitary sewer systems have been conveyed shall have jurisdiction over that portion of such public water or sanitary sewer system and shall adopt ordinances and take other actions required by applicable law to obtain, assign or transfer permits and other approvals, file notices with state and federal authorities, and use, own, operate, repair, maintain, expand, extend, improve and replace that portion of such public water or sanitary sewer system in compliance with all applicable laws, rules, regulations, permits and other approvals.

ARTICLE X
REMEDIES

10.1 Remedies.

A. Before a party may undertake any legal or equitable action pursuant to or to enforce any provision of this Contract, that party shall first notify in writing the other parties of the basis for the claim, including detailed recitations of the facts and the law upon which the claiming party is relying. The parties receiving such claim letter shall, within 21 days of receiving the claim, respond in writing identifying those issues on which there is agreement and stating in detail the facts and law upon which the responding party is relying as to any issues on which there is disagreement. The parties shall schedule a meeting to occur within 14 days after the date the response is due to discuss and seek to resolve the dispute. These time frames may be adjusted by the written consent of the parties.

B. The parties agree that remedies at law are inadequate and the parties shall have the right to all equitable remedies including, without limitation, mandamus, specific performance and injunctive relief.

C. To the extent not prohibited by law, the parties agree that the prevailing party or parties in any action brought by any one or more of them against the other party or parties pursuant to or to enforce any provision of this Contract may, in addition to any other remedy to which it or they may be entitled, recover actual reasonable costs, including, without limitation, actual reasonable filing fees, attorney fees, expert consulting and witness costs, discovery costs, investigative costs, professional fees and any other expenses incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and any collection proceedings.

ARTICLE XI
MISCELLANEOUS

11.1 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Contract shall be deemed effectively given when personally delivered, delivered by a courier service such as FedEx or UPS, or the receipt date when mailed by certified mail, return receipt requested, delivered to those addresses first provided above. The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given. The parties may also designate e-mail or other addresses for written notices to be given.

11.2 Replacement. To the extent doing so will not violate any applicable laws, rules, regulations or permit requirements and will not violate any covenant made in any issuance of debt by or on behalf of any of the parties, this Contract shall supersede and replace all prior written or oral agreements, representations, covenants, or statements among any of the parties with respect to public water and sanitary sewer service in the City, South Haven Township and Casco Township including, without limitation, the following:

- A. Franchise and Water and Wastewater Service Agreement among the City, South Haven Township and Casco Township dated December 28, 1994.
- B. Agreement and Consent for Use of Right-of-Way between the City and South Haven Township dated December 28, 1994.
- C. Capacity and Replacement Rate Contract among Casco Township, South Haven Township, the City and the South Haven/Casco Authority dated April 7, 2008.

This Contract is the entire agreement among the parties with respect to its subject matter. All parties specifically acknowledge, in entering into and executing this Contract, they are relying solely upon the representations and agreements contained in this Contract and no others.

11.3 Interpretation.

- A. The article, section, and other headings in this Contract are for reference purposes only and shall not in any way affect its meaning or interpretation. However, the recitals are an integral part of this Contract .

B. This Contract may not be amended except in writing signed by all parties following resolutions adopted by their respective governing bodies.

C. This Contract may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

D. All parties consulted legal counsel and had input into the drafting of this Contract. It should therefore be construed as if it were mutually drafted.

11.4 Assignment. No party may assign any of its rights, duties or obligations under this Contract without the other parties' prior written consent.

11.5 Additional Documents. The parties agree to execute and deliver additional documents as are reasonably determined to be needed by legal counsel for the SHAWSA and the parties to give full effect and to fully implement this Contract.

The parties have signed this Contract as of the date first written above.

CITY OF SOUTH HAVEN

CHARTER TOWNSHIP OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

By: _____
Ross Stein, Supervisor

By: _____
Travis Sullivan, Clerk

By: _____
Brenda Bertorelli, Clerk

Date signed: _____, 2016
Authorized by Resolution No. ____, adopted
_____, 2016

Date signed: _____, 2016
Authorized by Resolution No. ____, adopted
_____, 2016

TOWNSHIP OF CASCO

SOUTH HAVEN TOWNSHIP AND CASCO
TOWNSHIP WATER AND SEWAGE
TREATMENT AUTHORITY

By: _____
Allan W. Overhiser, Supervisor

By: _____
Ross Stein, Chairperson

By: _____
Cheryl Brenner, Clerk

By: _____
_____, Secretary

Date signed: _____, 2016
Authorized by Resolution No. ____, adopted
_____, 2016

Date signed: _____, 2016
Authorized by Resolution No. ____, adopted
_____, 2016

Signing to consent to sections 2.3, 2.5, 5.7 and 6.3, but not as a party to this Contract.

County of Allegan, acting by and through its Board
of Public Works

County of Van Buren, acting by and through its
Board of Road Commissioners as the successor
to the Board of Public Works

By: _____
Gale Dugan, Chairperson, BPW

By: _____
Reginald D. Boze, Chairperson

By: _____
Denise Medemar, Secretary, BPW

By: _____
W.C. Askew, Sr., Vice-Chairperson

Date signed: _____, 2016
Authorized by a resolution adopted _____,
2016

Date signed: _____, 2016
Authorized by Resolution No. __, adopted
_____, 2016

EXHIBIT A
MAJOR COMPONENTS OF SYSTEMS

City Water System

The water intake facilities, pumps, water treatment plant, water towers, stand pipes, reservoirs, transmission and distribution mains, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

City Sanitary Sewer System

The gravity and force collection and transmission mains, pumps, lift stations, wastewater treatment plant, outfall sampling facilities, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System City of South Haven Map.

South Haven Charter Township Water Distribution System

The transmission and distribution mains, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

South Haven Charter Township Sanitary Sewer Collection System

The gravity and force collection and transmission mains, pumps, lift stations, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System Casco Twp, South Haven Twp, Geneva Twp Map.

Casco Township Water Distribution System

The pumps, transmission and distribution mains, pumps, valves, meters, hydrants and other facilities and components, as generally depicted on the attached South Haven Area Water Distribution Area Map.

Casco Township Sanitary Sewer Collection System

The gravity and force collection and transmission mains, pumps, lift stations, and other sanitary sewer facilities, as generally depicted on the attached Sanitary Sewer System Casco Twp, South Haven Twp, Geneva Twp Map.

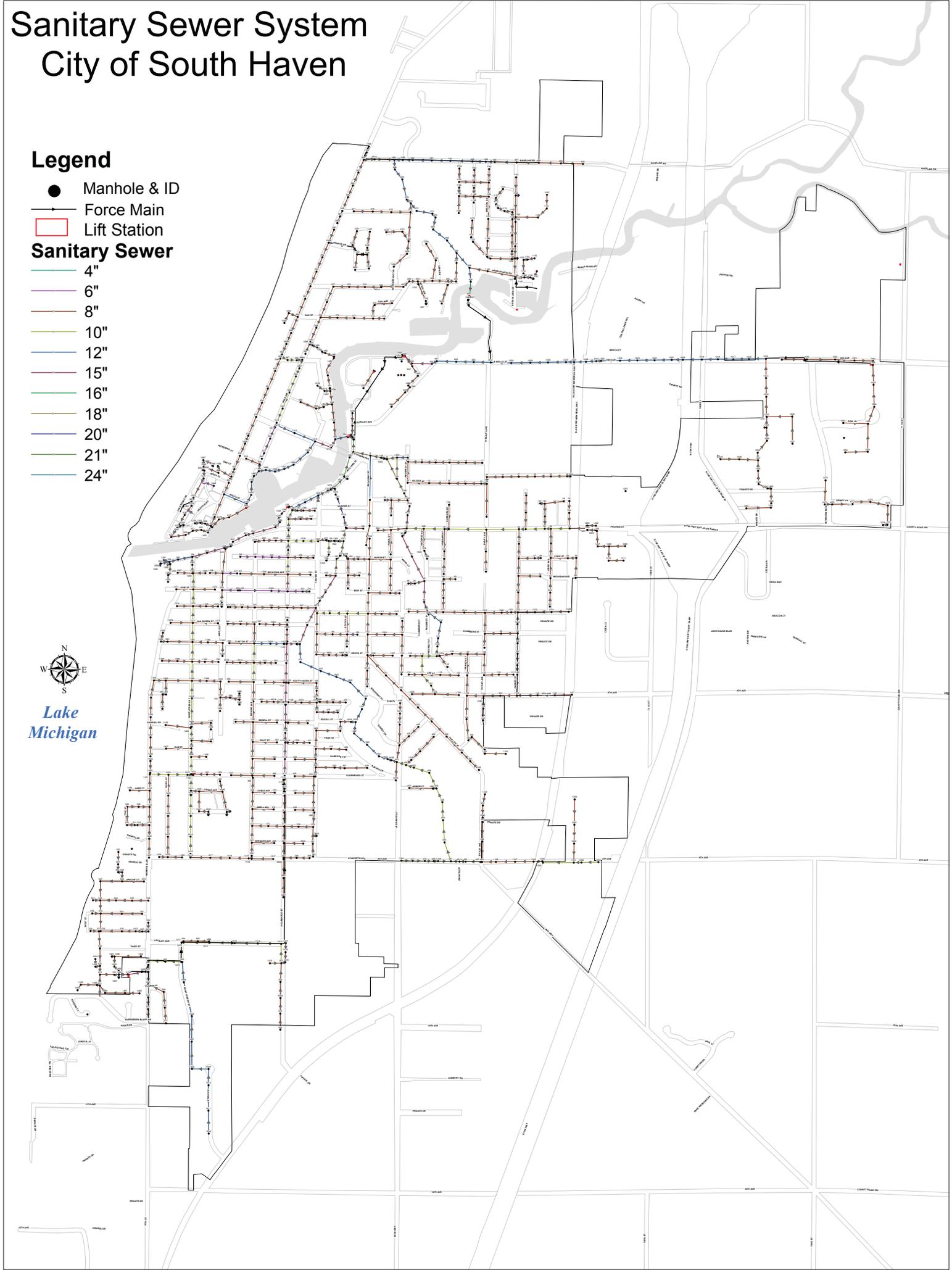
Sanitary Sewer System City of South Haven

Legend

- Manhole & ID
 - Force Main
 - Lift Station
- Sanitary Sewer**
- 4"
 - 6"
 - 8"
 - 10"
 - 12"
 - 15"
 - 16"
 - 18"
 - 20"
 - 21"
 - 24"



Lake
Michigan

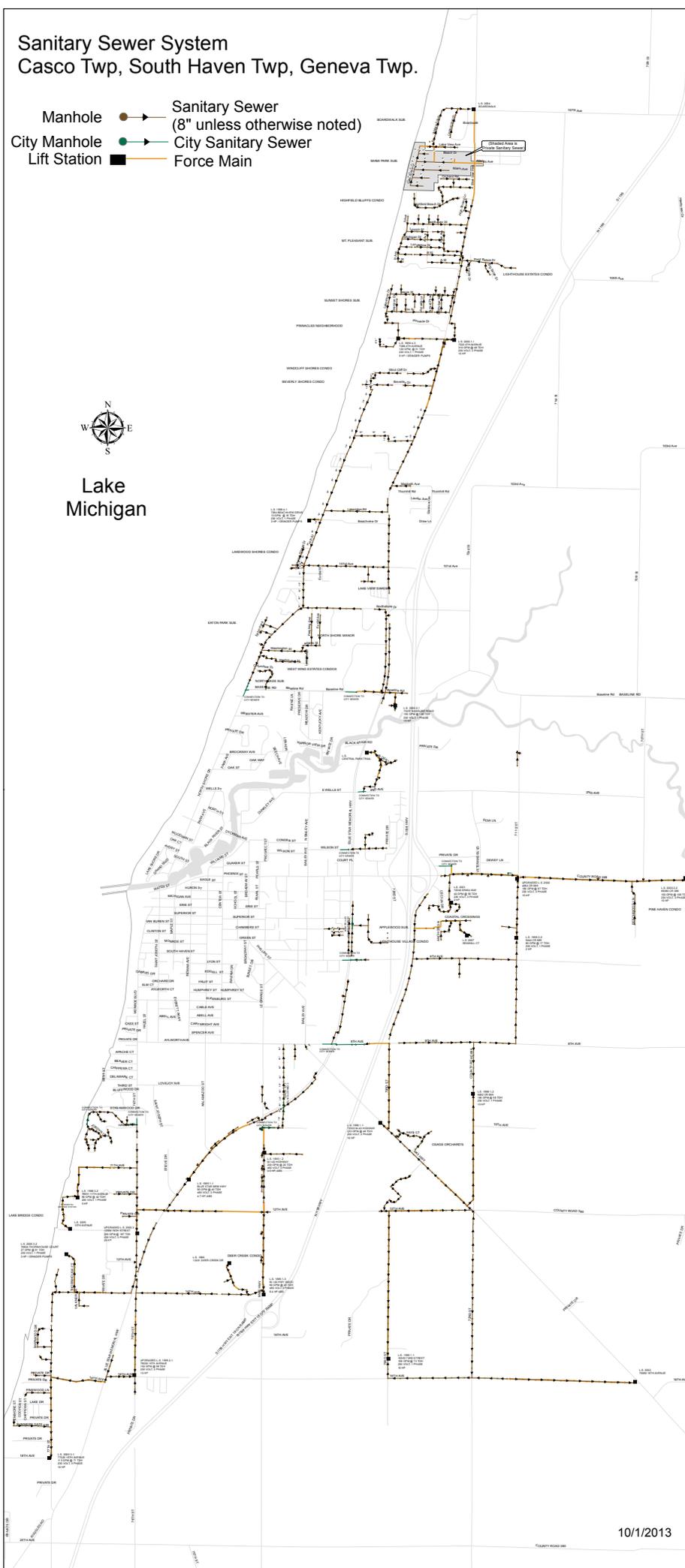


Sanitary Sewer System Casco Twp, South Haven Twp, Geneva Twp.

- Manhole  Sanitary Sewer (8" unless otherwise noted)
- City Manhole  City Sanitary Sewer
- Lift Station  Force Main



Lake Michigan



South Haven Area Water Distribution Map

Casco Township,
City of South Haven,
South Haven Township



Legend

- Water Reservoirs
- Pump Stations
- 1" - 8"
- 10" - 14"
- 16" - 24"
- Untreated Water Mains
- Proposed Water Mains
- Future Water Mains

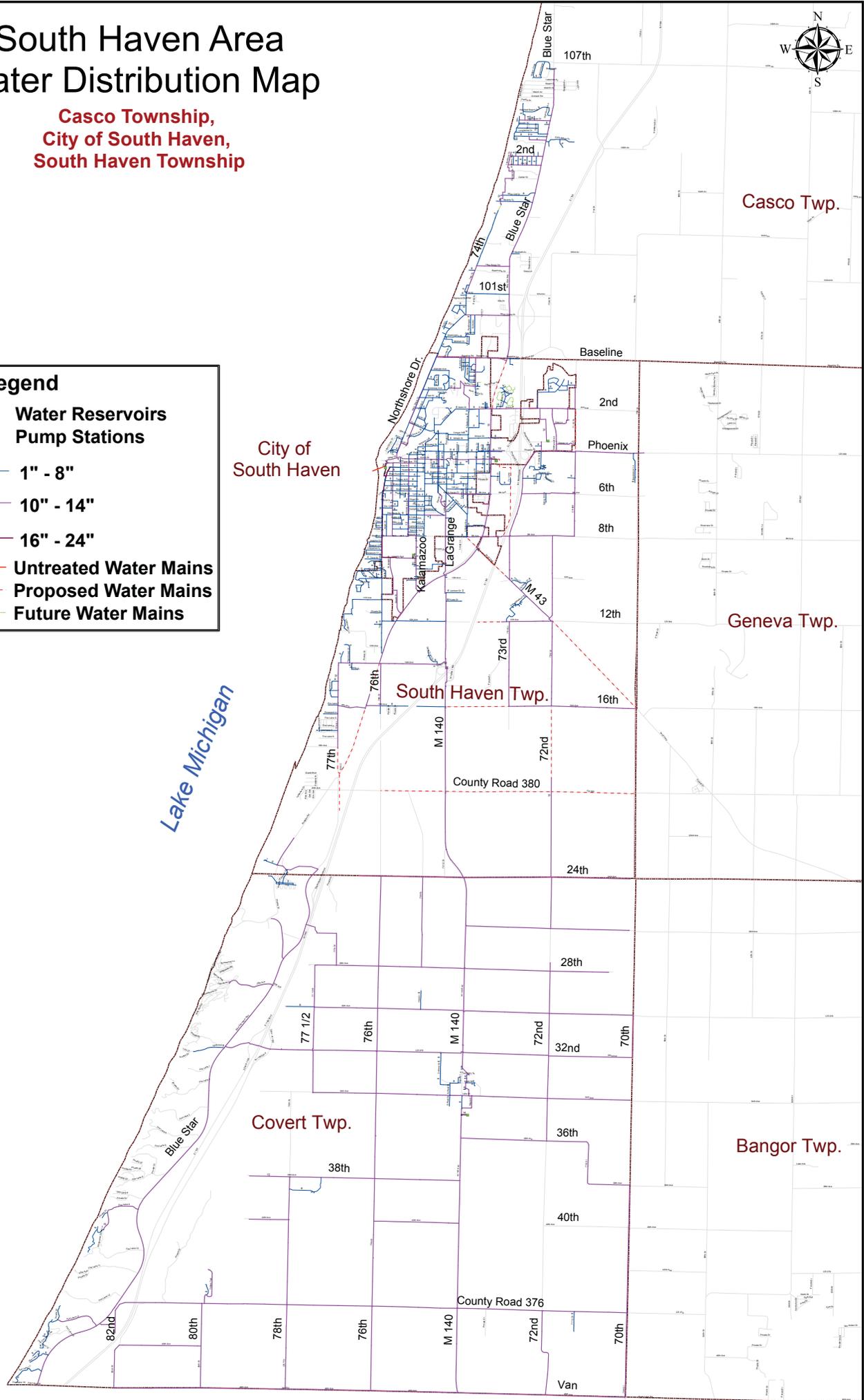


EXHIBIT B
ASSETS OF THE CITY WATER SYSTEM AND THE CITY SEWER SYSTEM

Water System

CASH - 5/3 POOLED SWEEP	953,235.64
FLAGSTAR MONEY MARKET	247,939.77
CERTIFICATES OF DEPOSIT	1,016,248.26
CD-BOND RESERVE/ACC INT-5/3	60,743.06
MARKET VALUE ADJUSTMENTS	(18,445.00)
MULTIBANK MONEY MARKET	5,750.00
U.S. GOVERNMENT SECURITIES	500,000.00
UTILITY BILLS RECEIVABLE	153,917.40
UTILITY DEPOSIT RECEIVABLE	5,728.84
UTILITY REC - SH TOWNSHIP	4,050.52
ACCOUNTS RECEIVABLE	5,556.51
EST UNCOLLECTIBLE ACCTS REC	(2,500.00)
DELQ UTILITY TRANSFERRED TO TAX	20,963.13
SPEC ASSESS REC-PHOENIX ST	1,768.18
SPEC ASSESS REC-ST JOSEPH ST	54,133.62
SPECIAL ASSESSMENT-QUAKER ST	3,204.35
SPEC ASSESS REC - SUP/GREEN	24,332.62
SPECIAL ASSESSMENT-SUPERIOR ST	1,774.59
SPEC ASSESS REC - S. HAVEN PL.	33,195.46
SPECIAL ASSESS REC - PARK AVE	3,935.07
SPEC ASSESS - KAZOO ST P1	28,250.55
SPEC ASSESS - KAZOO ST P2	42,099.33
SPEC ASSESS - CONTRACTS	19,861.04
INTEREST RECEIVABLE	1,943.10
INVENTORY-MATERIALS & SUPPLIES	22,474.97
INVENTORY PARTS	162,782.85
PREPAID ITEMS	48,342.79
BOND DISCOUNT	454,300.00
AMORT - BOND DISCOUNT COSTS	(131,191.00)
LAND	9,394.42
LAND IMPROVEMENTS	22,566.29
ACCUM DEPR- LAND IMPROVEMNTS	(19,993.45)
BUILDINGS, ADDITIONS, IMPROVE	22,103,921.08
ACCUM DEPR, BUILD, ADDS, IMPRV	(2,628,382.95)
MACHINERY AND EQUIPMENT	571,040.85
ACCUM DEPR-MACHINERY AND EQUIP	(508,799.57)
WATER SYSTEM	9,215,316.16
ACCUM DEPR - WATER SYSTEM	(6,309,494.41)
DEF OUTFLOWS-SUBSEQUENT MERS CONTRIB	18,304.00
DEF OUTFLOWS- MERS INVESTMENTS	31,046.00
Total Assets	26,229,314.07

Sewer System

CASH - 5/3 POOLED SWEEP	534,373.15
CERTIFICATE OF DEPOSIT	716,430.63
MARKET VALUE ADJUSTMENTS	(7,378.00)
CASH-FLAGSTAR REPLACE RES/MM	6,075.43
MULTIBANK MONEY MARKET	2,300.00
U.S. GOVERNMENT SECURITIES	200,000.00
UTILITY BILLS RECEIVABLE	108,302.70
UTILITY REC - SH TOWNSHIP	1,470.99
ACCOUNTS RECEIVABLE	21,133.94
EST UNCOLLECTIBLE ACCTS REC	(2,500.00)
DELQ UTILITY TRANSFERRED TO TAX	9,373.95
SPEC ASSESS REC-ST JOSEPH ST	79,256.27
SPEC ASSESS REC-RAVINES	10,810.53
QUAKER ST SEWER ASSESSMENT	3,479.25
SPECIAL ASSESSMENT-SUPERIOR ST	1,764.57
SPEC ASSESS REC - SUP/GREEN	20,170.43
SPEC ASSESS REC - S. HAVEN PL.	19,077.73
SPECIAL ASSES REC - PARK AVE	11,703.15
SPEC ASSESS - KAZOO ST P1	16,658.39
SPEC ASSESS - KAZOO ST P2	24,032.82
INTEREST RECEIVABLE	1,833.65
INVENTORY-MATERIALS & SPPLIES	12,899.13
PREPAID ITEMS	43,254.07
LAND	7,331.12
LAND IMPROVEMENTS	35,000.00
ACCUM DEPR- LAND IMPROVEMNTS	(35,000.00)
BUILDINGS, ADDITIONS, IMPROVE	4,532,796.85
ACCUM DEPR-BLDNG, ADDS, IMPROV	(3,052,026.93)
MACHINERY AND EQUIPMENT	828,177.60
ACCUM DEPR-MACHINERY & EQUIP	(681,649.41)
SEWER SYSTEMS	8,636,873.17
ACCUM DEPR - SEWER SYSTEMS	(4,964,687.76)
WIP - SEWER PROJECTS	198,353.10
DEF OUTFLOWS-SUBSEQUENT MERS CONTRIB	13,205.00
DEF OUTFLOWS- MERS INVESTMENTS	22,398.00
	7,375,293.52
Total Assets	7,375,293.52

EXHIBIT C
LIABILITIES OF THE CITY WATER SYSTEM AND THE CITY SEWER SYSTEM

Water System

UTILITY BILLS PAYABLE	6,903.79
ACCOUNTS PAYABLE	95.00
DUE TO TOWN WATER/SEWER AUTHOR	36,579.49
CURRENT BONDS PAYABLE	625,000.00
BOND INTEREST PAYABLE	74,615.21
CUSTOMERS DEPOSITS PAYABLE	78,101.88
ACCRUED VACATION PAYABLE	55,924.23
NET PENSION LIABILITY	322,155.00
BONDS PAYABLE	17,270,000.00
Total Liabilities	<hr/> 18,469,374.60

Sewer System

UTILITY BILLS PAYABLE	1,665.70
ACCOUNTS PAYABLE	791.32
DUE TO TOWN WATER/SEWER AUTHOR	49,530.63
CUSTOMERS DEPOSITS PAYABLE	648.84
ACCRUED VACATION PAYABLE	65,131.90
NET PENSION LIABILITY	232,419.00
Total Liabilities	<hr/> 350,187.39

EXHIBIT D

CONTRACTS AFFECTING CITY WATER SYSTEM AND CITY SEWER SYSTEM

1. Agreement Regarding Annexation of Territory Pursuant to Statute, dated December 13, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
2. Franchise and Water and Wastewater Service Agreement, dated December 28, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
3. Nullification of Annexation Agreements, dated December 28, 1994, among the City of South Haven, South Haven Charter Township, and Casco Township.
4. Agreement for Conditional Transfer of Property, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
5. Agreement and Consent for Use of Right-of-Way, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
6. Land Use and Zoning Joint Advisory Board Agreement, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
7. Waiver and Satisfaction of Taxed Costs, dated December 28, 1994, between the City of South Haven and South Haven Charter Township.
8. Water Service Contract, dated March 13, 1997, between the City of South Haven and Covert Township.
9. Covert Water Agreement, dated May 1, 1997, between the City of South Haven and Covert Township.
10. Water Service Contract Amendment for Operation and Maintenance of Water System, dated September 8, 1998, between the City of South Haven and Covert Township.
11. Water Service Agreement, dated November 23, 1999, among the City of South Haven, Covert Township, and Covert Generating Co.
12. Water Main Extension Agreement, dated August 3, 2001, among the City of South Haven, South Haven Charter Township, Casco Township, Covert Township, and Covert Generating Co.
13. Capacity and Replacement Rate Contract, dated April 7, 2008, among the City of South Haven, South Haven Charter Township, and Casco Township.
14. Capacity and Replacement Rate Contract, dated September 1, 2008, between the City of South Haven and Covert Township.

EXHIBIT E
UNAUDITED ACCOUNTING OF CITY WATER SYSTEM AND CITY SEWER SYSTEM

Water System

CONTRIBUTED CAPITAL	2,093,204.68
RETAINED EARNINGS	5,680,462.41
Total Fund Balance	<u>7,773,667.09</u>

Sewer System

CONTRIBUTED CAPITAL	1,013,995.30
RETAINED EARNINGS	6,178,833.85
Total Fund Balance	<u>7,192,829.15</u>

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-87

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CLERK
TO SIGN THE SOUTH HAVEN AREA WATER-SEWER AUTHORITY
CONTRACT

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 November 7, 2016, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City has collaboratively and cooperatively worked for many years with South Haven Charter Township, with Casco Township, and with the South Haven Township and Casco Township Water and Sewage Treatment Authority (the "South Haven/Casco Authority"), on water and sanitary sewer matters; and

WHEREAS, representatives of the City, South Haven Charter Township, and Casco Township have negotiated the proposed South Haven Area Water-Sewer Authority Contract in the form attached as Attachment 1 (the "SHAWSA Contract") pursuant to which the City, South Haven Charter Township, and Casco Township would form and be members of the South Haven Area Water-Sewer Authority (the "SHAWSA") which would essentially own and operate the public water and sanitary sewer systems serving the townships and the City; and

WHEREAS, the City Council believes it to be in the best interests of the City and its citizens and property owners to enter into the SHAWSA Contract, in substantially the form attached as Attachment 1, and become members of SHAWSA.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The SHAWSA Contract is approved, subject to such changes as are approved by the City Manager and the City's legal counsel. The Mayor and Clerk are authorized and directed to sign the SHAWSA Contract and City officers and employees are authorized and directed to take all actions, including executing all documents on behalf of the City to implement the SHAWSA Contract, except such documents as under the SHAWSA Contract require additional approval of this Council.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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 7th day of November, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 et seq).

Travis Sullivan, City Clerk

MEMORANDUM

DATE November 1, 2016

TO: Brian Dissette, City Manager
FROM: Deb Davidson, DDA Director

SUBJECT: Michigan State Housing Development Authority Grant Opportunity

MSHDA Housing Initiatives has announced a competitive opportunity for local units of government and/or nonprofit organizations to assist residents statewide with homeowner rehabilitation and/or homebuyer activities via the Housing Initiative Division.

MSHDA's application process MSHDA requires a Request for Proposals (RFP) and Notice of Funding Availability (NOFA) for the purpose of identifying entities that have capacity and experience to provide housing assistance to areas in need. Respondents must be able to mobilize quickly to meet the immediate action response that is desired. The grant term is anticipated to be March 1, 2017 to December 31, 2018. Overall, \$1 million in HOME dollars will be awarded to provide single family homeowners with direct homeowner rehab and/or to provide homebuyer assistance.

The application requires targeted areas to be identified and the City of South Haven proposes the boundaries of Phoenix Street to the north, Blue Star Highway to the east, Aylworth Street to the south, and Broadway/Phillips/LeGrange Streets to the west. The City of South Haven intends to request an amount not to exceed \$200,000.

Eligible activities for the use of HOME funds is limited to providing assistance to eligible homeowners and/or homebuyers including the payment of temporary relocation expenses. Up to 10 percent of the grant award may be used for program planning and administration. Marilyn Smith of Smith Housing Consulting, has previously been contracted with the City of South Haven to administer MSHDA programs.

The MSHDA application process requires that the City Council receive public comment on the submission of a Request For Proposal (RFP) and an application to the Michigan State Housing Development Authority (MSHDA) for HOME funds for the Homebuyer Purchase Rehabilitation (HPR) Program.

PUBLIC HEARING NOTICE
CITY OF SOUTH HAVEN
VAN BUREN & ALLEGAN COUNTIES

On Monday, November 7th, 2016, during the regular meeting of the South Haven City Council which begins at 7:00 p.m. at City Hall, Council Chambers, 539 Phoenix Street, South Haven, Michigan, 49090, there will be a public hearing for the purpose:

To receive public comment on a submission of a Request For Proposal (RFP) and an application to the Michigan State Housing Development Authority (MSHDA) for HOME funds for the Homebuyer Purchase Rehabilitation (HPR) Program.

MSHDA Housing Initiatives has announced a competitive opportunity for local units of government and/or nonprofit organizations to assist residents statewide with homeowner rehabilitation and/or homebuyer activities via the Housing Initiative Division – Request for Proposals (RFP) and Notice of Funding Availability (NOFA) and that up to \$1 million dollars in Federal HOME funding is being made available statewide. The overall purpose of the RFP and NOFA is to identify entities that have capacity and experience to provide housing assistance to areas in need. The application requires targeted areas to be identified, and the City of South Haven's application shall have boundaries of Phoenix Street to the north, Blue Star Highway to the east, Aylworth Street to the south, and Broadway/Phillips/LeGrange Streets to the west. Funds requested not to exceed \$200,000.

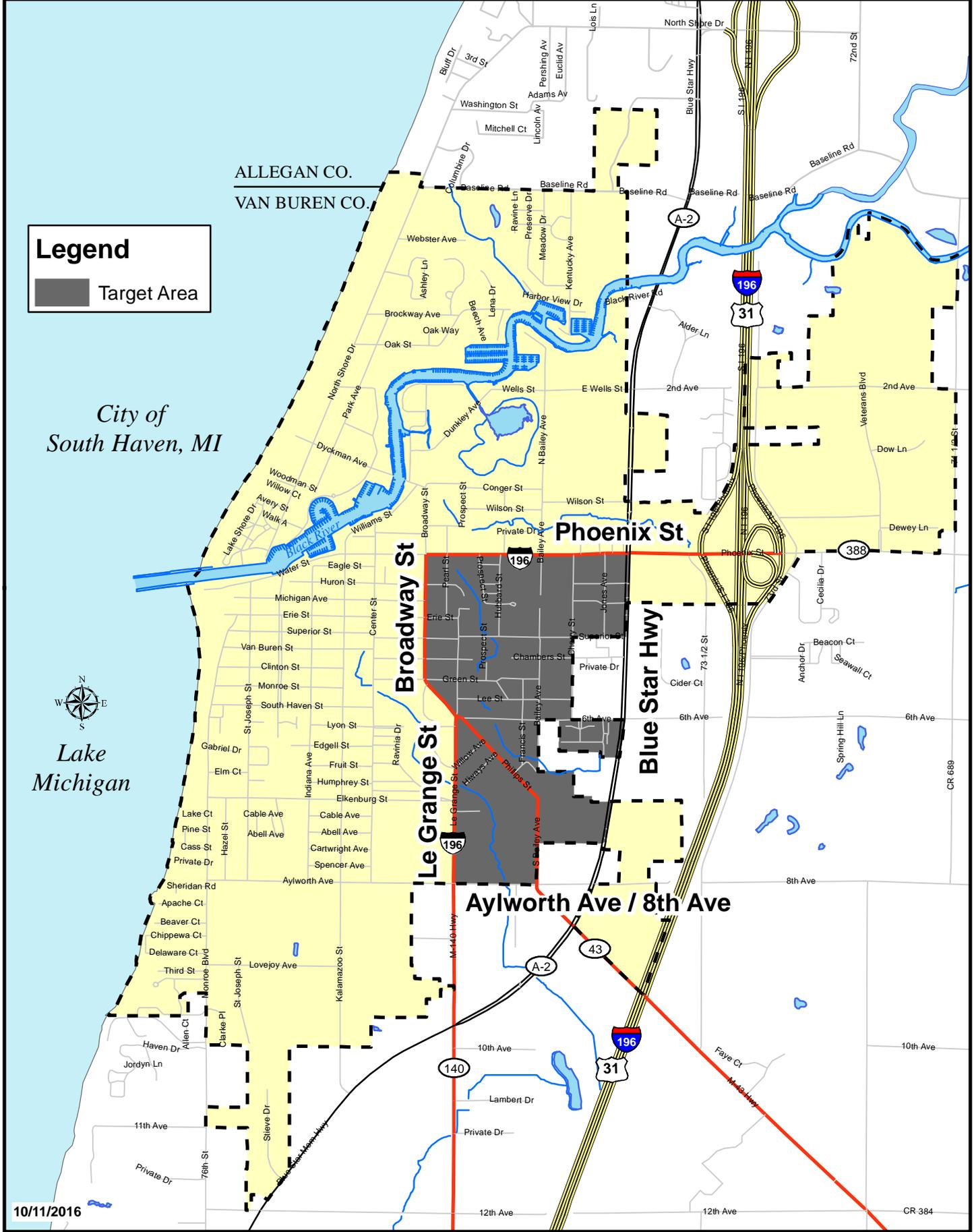
Written comments will be received until 5:00 p.m. November 7, 2016 at South Haven City Hall, 539 Phoenix Street, South Haven, Michigan. All interested parties will be heard.

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.

MSHDA Homebuyer Purchase Rehab Program Target Area

Legend

■ Target Area



10/11/2016

CR 689

CR 384

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-88

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST FOR
PROPOSAL AND AN APPLICATION TO THE MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY FOR HOME FUNDS FOR THE
HOMEBUYER PURCHASE REHABILITATION PROGRAM

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, November 7th, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan State Housing Development Authority (MSHDA) has announced a competitive opportunity for local units of government and/or nonprofit organizations to assist residents statewide with homeowner rehabilitation and/or homebuyer activities via the Housing Initiative Division;

WHEREAS, MSHDA Housing Initiatives has announced that up to \$1 million dollars in Federal HOME funding is being made available statewide;

WHEREAS, as part of the application process, MSHDA requires a Request for Proposals (RFP) and Notice of Funding Availability (NOFA) for the purpose of identifying entities that have capacity and experience to provide housing assistance to areas in need;

WHEREAS, the application requires targeted areas to be identified, and the City of South Haven's application shall have boundaries of Phoenix Street to the north, Blue Star Highway to the east, Aylworth Street to the south, and Broadway/Phillips/LeGrange Streets to the west;

WHEREAS, of high priority of the City of South Haven City Council to further develop a healthy "year round" local economy, and to foster housing options, the City of South Haven shall make application to the MSHDA Housing Initiatives Homebuyer Purchase Rehabilitation Program.

NOW THEREFORE BE IT RESOLVED, that the City of South Haven City Council does hereby authorize the City Manager to submit an RFP and make application to the Michigan State Housing Development Authority Homebuyer Purchase Rehabilitation Program in the amount not to exceed \$200,000.

ADOPTED this 7th day of November 2016.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert Burr, Mayor

Travis Sullivan, City Clerk

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 7th day of November 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Travis Sullivan, City Clerk



Agenda Item #14

2017 Seasonal and Transient Marina Rates

Background Information:

The City Council will be asked to review and recommend approval of the resolution setting the seasonal and transient slip rates for the South Haven Municipal Marinas for 2017.

Staff has reviewed the existing rates that were set in 2015 and amended in February of this year. These rates were introduced to the Harbor Commission at their October meeting and approved as presented. Staff, with the Harbor Commission's recommendation, suggests the following rates to be adopted for the 2017 season:

For Seasonal Dock Rates (April 15 – October 15).

<u>Marinas & Slip #'s</u>	<u>Slip Size in Ft.</u>	<u>Amount</u>
Northside Marina		
40.5	20	\$1,540
41-52, 65-68	30	\$2,980
57 thru 64	35	\$3,470
88-96	38	\$3,800
1 thru 10	40	\$4,030
53-56	45	\$4,480
11-40, 83-87	50	\$5,030
69 thru 82	60	\$5,910
Maritime Marina		
1-26, 28, 29, 30	40	\$3,870
27	60	\$5,760
27a	100	\$96 per foot
Black River Park		
1 thru 20	24	\$1,690
21 thru 62	30	\$1,910
Boats greater than the rate assigned will be charged per additional foot		\$150
Reservation Fee		\$8.00
Cancellation Fee (for reservations)		\$10.00
Black River Park Seasonal Launch Pass		\$100

Age 65 and over Seasonal Launch Pass	\$75
Black River Park 10 Launch Tokens	\$50
Black River Park Daily Launch	\$7

NORTH SIDE MARINA

These rates are unchanged for the 2017 season but for dock #40.5. This is a 24' dock at the Northside Marina located on the north side of the pavilion. However, the dock, for safety reasons, should not have a boat larger than 20' for safe ingress and egress from the slip. The seasonal dockage fee for this slip has been \$1,100 since at least 2013. This fee translates to roughly \$55 per foot whereas the other sizes of docks at the North Side Marina are between \$98 and \$100 per foot. Recognizing that bringing this dock into conformity with the other docks would be a 43% increase from one year to the next, staff is recommending a 22% increase in the slip fee. This dock is west of the bascule bridge and the current price does not reflect the value of the upgraded marina facilities or its proximity to the lake. For this year, the dockage fee would be \$1,540.00. Additionally, in the interest of fairness, the fee should be equitable with the docks at the same location.

MUSEUM MARINA

Last year, the rates at the other marinas were raised 2%. Staff recommends that due the increased occupancy at this marina, the rates should be also raised 2%. Ultimately, this works out to be approximately \$96 per foot. In addition to the 2% raise, the 200' headwall should be addressed more clearly. Currently, a seasonal boater occupies at least 60' and pays \$91.25 per foot (\$5,475 per season). This should be raised to \$96 per foot as is charged to the other slips in this marina. Additionally, as suggested by the Harbor Commission, an additional 5' should be added to the broadside dockage rate to accommodate safe ingress and egress from mooring. The Michigan Maritime Museum currently has a 10-year lease on slip 28 which 40' on the headwall. The remaining 100' should be named 27A and be charged \$96 per foot. Currently, there is only slip 27 which is charged \$5,475 for 60' and MMM which is charged for 40' at \$3,795. This leaves 100' under-utilized dock space. Additionally, the Harbor Commission has recommended that the 2% increase in dockage rates for the museum slips be directed to the River Maintenance Fund for future dredging needs.

BLACK RIVER PARK

The only change being recommended is that the dock inventory reflect that the total number of docks at Black River Park is 60 and not 62 as shown in the last year's resolution. When the docks were rebuilt and reconfigured, #61 and #62 were eliminated. This change should reflect that we have twenty (20) 24' docks and forty (40) 30' docks. No other changes in rates or fees for the park are recommended at this time.

For Transient Rates for the 2017 season.

As in past years, the transient slip fees are established by the Michigan Waterways Commission Transient Rates. Staff recommends the following transient rates:

At the North Side Marina and Museum Marina, the current year rates as approved by the Michigan Waterways Commission under Column D and determined by the length of the slip.

At Black River Park, staff recommends the current year rates as approved by the Michigan Waterways Commission under Column C and determined by the length of the slip.

At the South Side Marina, staff recommends the current year rates as approved by the Michigan Waterways Commission under Column D and determined by the length of the boat.

Staff strongly recommends that the rates be determined by the length of the dock and not by the length of the boat. The reason for this recommendation is due the fact that the DNR has changed their prices from the size of the boat to the size of the dock and back again in the space of two years. Both years, the rates were changed in the middle of the season. This frustrates and confuses boaters, marina personnel, and our auditors. For simplicity and continuity, staff highly recommends that the rates be applied by the size of the slip rather than the size of the boat. However, at the South Side Marina, where the DNR controls the rates, we must follow their method of charging by the boat length.

Finally, staff recommends that the Friday and Saturday overnight fees be changed to June 15 to September 1 and be increased by 20%. By waiting until July 1 for these fees to be charged, the marinas are missing out on a several days where premium dockage is being lost. Also, the 10% from last year reflects the high demand that continues for weekend dockage.

Recommendation:

Staff recommends that the City Council approve the resolution setting the seasonal and transient slip rates for the South Haven Municipal Marinas for the 2017 season as recommended by the Harbor Commission.

Support Material:

DRAFT Resolution 2016-89
Harbor Commission draft minutes
Email from DNR Reservation Specialist

Kate Hosier

From: Sturtevant-Good, Christa (DNR) <SturtevantC@michigan.gov>
Sent: Thursday, October 27, 2016 1:50 PM
To: Kate Hosier
Subject: RE: Marina rates question

Follow Up Flag: Follow up
Flag Status: Flagged

Kate-

Sorry it has taken me so long to get back with you. I was at a conference in South Dakota and then working on testing a software release the last week or so.

Anyway.... Currently, the 2017 rates have not been updated and are still the same as 2015 and 2016.

And unfortunately, no, we can't have multiple different rate structures from harbor to harbor. We received a lot of negative feedback about pricing by the slip and that is why we went back to pricing by the size of the boat.

Christa Sturtevant-Good

Parks and Harbors Central Reservation Specialist
DNR/ Marketing and Outreach

231.861.2703

Visit us at www.midnrreservations.com to start planning your adventure today!

From: Kate Hosier [mailto:khosier@south-haven.com]
Sent: Thursday, October 13, 2016 9:51 AM
To: Sturtevant-Good, Christa (DNR)
Subject: Marina rates question

Good Morning,

I had a couple questions regarding marina rate setting. Specifically, have the 2016 Transient Rates been approved? If not, should I rely on 2015 rates? Also, can we designate the rates to go according by slip size rather than the size of the boat?

Thanks for your help in this matter. I look forward to hearing from you. If it would be easier to call, my desk is 269-637-0775.

Best Regards,

■ **Kate Hosier** // Assistant City Manager // Harbormaster
City of South Haven // Office: (269) 637-0775 // Fax: (269) 637-5319
City Hall // 539 Phoenix Street, South Haven, MI 49090 // www.south-haven.com

The City of South Haven cares. Print only when necessary.

NEW BUSINESS

7. Commission will be asked to set Marina Rates for 2016 – 2017.

Hosier updated the board with information regarding the requested increases. Spoke about her recommendation of a 22% increase this year and next year on a dock in North Side Marina that doesn't fit the schematic. Noted that the rate in the Museum Marina for the headwall is kind of skewed being that there is more dockage there than is being used. Black River Park could be raised 2% but Hosier would rather raise rates for everyone in one year. Noted that docks 61 & 62 no longer exist in Black River Park since reconfiguration was done. An update would reflect the actual 20 24-foot docks and 40 30-foot docks.

Schlack said when he had Broadside Moorings he used length of boat plus five feet as his base rate which gave 10 feet between boats to allow for maneuvering and boat movement. Hosier believes length plus the space needed is a good safe practice.

Hosier, in regards to Transient Rate policy, pointed out that Friday and Saturday nights are pretty easy to get booked up so are really good days to put a 20% rate increase of the overnight fee to better leverage the availability. This fee change would help cover the Monday and Tuesday nights when nobody is there. Hosier noted that the South Haven Municipal Marina typically follows the State Waterways Commission's recommendations but proposes to follow the set rates as determined by the length of boat for slip-in docks rather than by the length of the boat. Hosier pointed out that the State has changed the way they have charged twice in the last couple of years.

Stegeman commented that he does not know how many boats come in 26 feet long and under that are transient to which Hosier responded that some smaller boats come in and there are some docks that size in Black River Park.

In response to a request for his opinion, Marina Manager John Marple said the trend is toward larger boats, and regarding transient occupancy rates, on the south side the larger slips fill up and then the thirty-foot slips. Marple noted that sometimes folks travel in groups, and there might be a forty-five foot and a thirty-five foot boat and they want to dock together so by the length of the dock is a whole lot easier for staff to administrate. "And some boaters lie about the length of their boat. Auditors don't understand a 45' dock with a 35' boat and a different charge. Regarding concerns about the smaller boats, Marple said we fit the small ones in a whole lot easier than our fifty to sixty footers.

Hosier added that sometimes we slip two boats under 30' into a sixty-foot slip.

Reineck asked if we are striving to keep our rates comparable up and down the lake to which Hosier responded that most municipal marinas have to follow the State Waterways Commission. Hosier pointed out that according to the listing Marple included; we are below the Waterways Commission in many cases.

Reineck asked what those columns mean and Hosier admitted she doesn't know so would have to look into it. "The members of the Waterways Commission have determined the rates and I really don't know how we compare transient rate wise."

Stegeman asked Reineck, "You want a rate comparison?" Reineck commented that he has heard people complaining about the rates being terrible and fuel being higher in South Haven. Hosier pointed out that she cannot speak to the gas rates; the city does not sell gas. That is All Seasons Marine and the Yacht Club.

Stegeman said we have a more limited number of slips and are closest to the downtown compared to most municipal marinas. Schlack noted "You have to look at what all you have to offer and you have to charge what you need to stay in business." Stegeman pointed out that Holland is cheaper but to get downtown you have to rent a taxi.

Reineck asked if Marple has a feel for how we stand. Marple said what he tried to do was to find a comparable marina. As far as seasonal rates are concerned it is location, location, location. Right now I have full marinas, last year we raised the rates 2% for the first time in a decade. We heard no objections; we filled right up. Marple pointed out that the economy has recovered and our rates are affordable given our excellent location. "On the Black River, at Black River Park, there was a guy who wanted to rent a slip but said he could get it cheaper across the river. Some folks head on up river to get a cheaper price. Doesn't think we need to compete with the cheaper docks. We have extremely attractive marina facilities, both north and south side. We're full except for the headwall area, which we are trying to set the rates for tonight. My recommendation is go with the market, if you're full and near capacity, and you have the opportunity to raise the rates, raise the rates. There are other opportunities for cheaper docks in the town for those who want to stay there." Marple concluded that he recommended a hike this year that Hosier has made a recommendation and the decision is up to the board.

Reineck asked if Marple thinks transient rates should be raised, to which Marple responded, "Yes, I do," noting that this year is the first time since he has been back managing the marinas that there are boats in our harbor coming in and staying the week. "We were a lot busier this year on the transient side than we've been for a long time. This is a totally different market than the seasonal slips. We have within walking distance restaurants, bars, t-shirt shops, and other stores. We offer a very good product. We should maximize the return on investment as long as we can. The market dictates; we need to be cognizant of the market."

In response to a question from Stegeman about the expected revenue to be made from raising this rate, Hosier calculated that with seasonal and transient rates increase in rates, two percent of half a million, which could go toward dredging.

Reineck asked if the increase in transient traffic seems to be more big boats to which Marple responded, "No, the trend is 40 feet and up. We fill up our headwall quite often; the South Side Marina was built for the split in the transient traffic back in the '90s and it's just people are either buying bigger boats or they're on their kayak. There's not a lot in between. The millennials are doing a lot of the non-motorized travel on our rivers and lake. 25 years ago, when I ran the marina, boaters were generally my age and now the median age of boaters is about my age – it's an aging market as far as power boats go."

Motion by Schlack to set marina rates as recommended in the Resolution with a recommendation to city council that the increase in revenue be put into the river maintenance fund. Second by Deming.

Sullivan asked if 3% of our revenues are going into dredging.

All in favor. Motion carried.

8. Commission will be asked to consider approval of the renewal of the Black River Park Kayak License Agreement.

Hosier explained this was the trial year to have a stand down there at Black River Park. There were a few little hiccups at first with another kayaker coming in and parking right in front of his rack. To clarify, Hosier said, "You can use our kayak launch, but you can't do a hand-to-hand transaction at the launch. They have no liability coverage where the city is a named insured and we could be sued. Mr. Campbell is required to have liability insurance. He is asking for a five-year extension; that's pretty standard. He has a five-year contract at the South Beach. He did ask if he could have the next parking space over from his; I don't see any problem with that."

Schlack asked if having the kayak stand there has affected Marple in any way as to management. Marple responded that other than the parking area over there being full at times and noted that the bathrooms are used a little bit more. Marple feels it is a nice use for down there but he wishes it hadn't been put into the main geese and duck habitat area because staff cleanup has increased. Marple did note that the kayak people are helping with the cleanup so he views it all as a positive.

Deming asked clarification about the additional parking space. Hosier responded noting that in his other contract Campbell is paying 15 percent. "This year he's done five percent; it would not be untoward to ask him for another five percent since we would be granting him more parking space."

Schlack wondered about raising the rate charged incrementally over time to which Hosier responded that is something we can look into. Discussion ensued regarding the percentage being charged; whether to require the licensee to participate in cleanup as a part of the agreement; termination standards in the license agreement; various ways to determine the contribution of the licensee; and the value to the city beyond the financial aspect.

In response to a question, Hosier stated that the city supplies whatever cleaning supplies the licensee and his employees need, they just have to keep it clean. Schlack asked Marple's opinion regarding the cleaning and Marple responded that overall he prefers his people to take care of the area because he is the one that is going to get called to fix it. "Black River Park is a big joint and we try to run it as economically as possible. Both Hosier and Marple believe there should be a person (city employee) at Black River Park pretty much all the time, available to answer boaters' questions.

Marple pointed out that the biggest issue he sees is parking; parking places are a premium. "We had paid parking for the hotel this year, in the little lot on Quaker and it generated \$6,000 income. That was just for the privilege to park in the downtown area."

Marple noted that the licensee is pretty good but he does not know if there is assignability, or who the licensee going to hire from year to year, so recommended being careful in that

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2016-89

A RESOLUTION SETTING THE SEASONAL AND TRANSIENT
SLIP RATES AT SOUTH HAVEN MUNICIPAL MARINAS

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 November 7, 2016 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan State Waterways Commission establishes recommended fees for both transient and seasonal moorings for state governing Municipal Marinas; and

WHEREAS, the local units of government must maintain rate structures at or above for transient and seasonal rates in compliance with terms and conditions of previously executed grant-in-aid contracts for state grant assistance in facility development; and

WHEREAS, the Harbor Commission has reviewed and recommends the following rates; and

WHEREAS, the City Council concurs with the recommendations as forwarded to the Council by the Harbor Commission.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the South Haven Municipal Marina and Boat Launch Rates for 2017 be set as follows:

Seasonal Dock Rates

The following seasonal dock rates will be in effect at the City operated facilities:

<u>Slip #'s</u>	<u>Slip Size in Ft.</u>	<u>Amount</u>
Northside Marina		
40.5	20	\$1,540
41-52, 65-68	30	\$2,980
57 thru 64	35	\$3,470
88-96	38	\$3,800
1 thru 10	40	\$4,030
53-56	45	\$4,480
11-40, 83-87	50	\$5,030
69 thru 82	60	\$5,910

Maritime Marina		
1-26, 28, 29, 30	40	\$3,870
27	60	\$5,760
27a	100	\$96 per foot
Black River Park		
1 thru 20	24	\$1,690
21 thru 62	30	\$1,910
Boats greater than the rate assigned will be charged per additional foot		\$150
Reservation Fee		\$8.00
Cancellation Fee (for reservations)		\$10.00
Black River Park Seasonal Launch Pass		\$100
Age 65 and over Seasonal Launch Pass		\$75
Black River Park 10 Launch Tokens		\$50
Black River Park Daily Launch		\$7

The following discounts may be applied to seasonal boater fees, subject to approval of the marina manager:

1. A first year discount of \$500 may be offered to new seasonal boaters.
2. Shallow draft slips or unused slips may be rented for use of dinghies and small boats at \$1,000 per dinghy/boat per season.
3. Seasonal broadside dockage fee is calculated by the following formula:

$$(\text{Total Length Overall of the Vessel}) + (5 \text{ feet}) * (\text{the price per foot})$$
4. After August 1, seasonal slips may be rented at a discount for an amount equal to the seasonal slip fee prorated by the number of remaining days in the season plus 50% of that amount, using the following formula:

$$(\text{Remaining Days in Season}) / (\text{Days in Season}) * \text{Seasonal Slip Fee} * 1.5 = \text{Discounted Rate}$$
5. If, after the deadline for payment for the season, there appears to be a lack of boats to fill longer slips, the marina manager may rent slips to shorter boats at a rate equal to the boat length plus one half the difference of the slip length and boat length.
6. The marina manager may request in writing from the city manager special rates to improve occupancy. The marina manager may apply those rates after receiving written approval from the city manager.
7. The 2% increase for seasonal rates at the Museum Marina is directed to the River Maintenance Fund.

Transient Slip Fees

Transient slip fees at the North Side Marina and Museum Marina are the current year rates approved by the Michigan State Waterways Commission, Column D, and determined by the length of slip.

Transient slip fees at the Black River Park Marina are the current year rates approved by the Michigan State Waterways Commission, Column C, and determined by the length of slip.

During the period from July 1 to September 1, transient slip fees are increased by 20% for Friday and Saturday overnights for North Side Marina, Museum Marina, and Black River Park.

Transient slip fees at the South Side Marina are the current year rates approved by the Michigan State Waterways Commission, Column D, and determined by the length of the boat.

Transient Discount Rates

The following discounts may be applied to transient boater fees, subject to approval of the marina manager:

- a. Pre-Memorial Day and Post-Labor Day Special, stay 4 nights get 3 nights free.
- b. After July 15, a Remainder of Season discount will be made available. A seasonal slip may be rented for the remainder of the season, with the fee calculated as the number of days remaining until October 15 times the minimum Waterways Transient rate (column 1) for the length of boat.

Short Term Docking

The marina manager is authorized to allow short term dockage of vessels for a period of less than eight hours when dock area is available. The short-term dockage rate is \$0.50 per foot.

Marina and Boat Launch Facility Commercial Use

Commercial use of marinas and Black River Park Boat Launch is subject to the City of South Haven Marina and Boat Launch Facility Commercial Use Policy, as approved by South Haven City Council.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert 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 November 7, 2016, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

Travis Sullivan, City Clerk