

City Council

Regular Meeting Agenda

Monday, April 6, 2015
7:00 p.m., Council Chambers



1. Call to Order
2. Invocation – Rev. Curry Pikkaart – Hope Reformed
3. Roll Call
4. Approval of Agenda
5. **Consent Agenda: Items A thru G (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 requested to approve the City Council Minutes of March 16, 2015.
 - B. Bills totaling \$1,423,087.01 for the period ending April 5, 2015 be approved and forwarded to the Clerk and Treasurer for payment.
 - C. City Council will be asked to Award the following contracts for 2015 Electric Distribution Line Projects:
 - 1) Award the contract for construction services to Kent Power, Inc. of Kent City, Michigan in the amount of \$216,641.13. Labor and materials to be provided are defined in the contract documents prepared by GRP Engineering.
 - 2) Award the contract for professional services for community outreach and communication to Abonmarche in the amount of \$5,500.
 - D. City Council will be asked to approve a consulting engineering contract with Hubbell, Roth & Clark, Inc. for the Waste Water Treatment Plant Asset Management Plan in the not-to-exceed amount of \$110,000.
 - E. City Council will be asked to approve the SAW Grant Engineering Services Agreement, with Abonmarche, in the amount of \$1,770,004.
 - F. City Council will be asked to approve the Center for the Arts Accessibility Improvements Professional Services agreement, with Abonmarche, in the amount of \$12,250.
 - G. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) 02-17-2015 Harbor Commission Minutes
 - 2) 02-25-2015 Housing Commission Minutes
 - 3) 03-18-2015 Airport Authority Minutes
 - 4) 03-17-2015 LHBM Minutes

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

NEW BUSINESS

6. Council will be asked to consider the following Special Events:

- A. Council will be asked to consider Special Event 2015-06, South Haven Steelheaders Fishing Tournament (May 16 & May 17).**
- B. Council will be asked to consider Special Event 2015-07, Memorial Day Parade 2015 (May 25, 2015)**
- C. Council will be asked to acknowledge the withdrawal of the Special Event 2015-05, the Casco United Methodist Church Public Fundraising Auction.**

7. Council will be asked to consider a commercial tour boat proposal, for the city's South Side Marina.

8. Council will be asked to consider Resolution 2015-17: a resolution to spin off and transfer Nationwide 457 plan account balances of current SHAES employees to the SHAES deferred compensation plan.

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

(You will be given up to 5 minutes to address your concerns.)

10. City Manager's Comments

11. Mayor and Councilperson's Comments

12. Adjourn

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, March 16, 2015
7:00 p.m., Council Chambers



1. Call to Order by Mayor 7:00 p.m.

2. Invocation – Moment of silence

3. Roll Call

Present: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall

Absent: Patterson, Burr

Moved by Gruber to excuse Mayor Burr for personal reasons. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

Moved by Kozlik Wall to excuse Councilmember Patterson for personal reasons. Seconded by Arnold.

Voted Yes: All. Motion carried.

4. Approval of Agenda

Moved by Kozlik Wall to approve the agenda. Seconded by Klavins.

Voted Yes: All. Motion carried.

5. Consent Agenda: Items A thru F (Roll Call Vote Required)

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

- A. Council will be requested to approve the City Council Minutes of March 2, 2015.
- B. Bills totaling \$745,940.03 for the period ending March 17, 2015 be approved and forwarded to the Clerk and Treasurer for payment.
- C. City Council will be asked to approve Change Order No. 2 for the Dyckman Avenue Project authorizing Kalin Construction to perform additional paving work on Park Avenue from Dyckman Avenue to Wells Street and Wells Street from North Shore Drive to Park Avenue.
- D. City Council will be asked to approve a Proposal from J. Ranck Electric for upgrades to the Meijer Traffic Signal.
- E. City Council will be asked to approve a Professional Services Agreement with Fishbeck, Thompson, Carr & Huber for engineering services related to demolition of 801 Green Street and related flood mitigation work.

F. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:

- 1) 12-15-2014 ZBA Minutes

A Roll Call Vote was taken:

Yeas: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall

Nays: None

Motion carried.

6. Van Buren County Circuit Court will provide an informational update.

Judge Brickley gave an update on the Van Buren County Circuit Court.

NEW BUSINESS

7. Council will be asked to consider the following Special Events:

A. Council will be asked to consider Special Event 2015-04, Welcome to South Haven “Free Concert”, to be held May 25, 2015.

B. Council will be asked to consider Special Event 2015-05, Casco United Methodist Church Public Fundraising Auction.

Background Information:

Item A: Council will be asked to consider Special Event 2015-04, Welcome to South Haven “Free Concert”, to be held May 25, 2015.

Dolly and Chip Harris spoke about the event.

Moved by Kozlik Wall to approve Special Event 2015-04, Welcome to South Haven “Free Concert”, to be held May 25, 2015. Seconded by Arnold.

Voted Yes: All. Motion carried.

Background Information:

Item B: Council will be asked to consider Special Event 2015-05, Casco United Methodist Church Public Fundraising Auction.

Moved by Gruber to table Special Event 2015-05, Casco United Methodist Church Public Fundraising Auction. Seconded by Arnold.

Voted Yes: All. Motion carried.

8. Council will be asked to take the following actions related to the proposed accessible canoe/kayak launch project improvements at Black River Park:

A. Council will be asked to approve a contract with the Michigan Department of Environmental Quality related to the Black River Park Launch Accessibility Grant Agreement.

- B. Council will be asked to approve a contract with Abonmarche for design services related to the proposed accessible canoe/kayak launch project, in the amount of \$15,000.**

Background Information:

Item A: Council will be asked to approve a contract with the Michigan Department of Environmental Quality related to the Black River Park Launch Accessibility Grant Agreement.

Moved by Gruber to approve a contract with the Michigan Department of Environmental Quality related to the Black River Park Launch Accessibility Grant Agreement. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item B: Council will be asked to approve a contract with Abonmarche for design services related to the proposed accessible canoe/kayak launch project, in the amount of \$15,000.

Moved by Gruber to approve a contract with Abonmarche for design services related to the proposed accessible canoe/kayak launch project, in the amount of \$15,000. Seconded by Arnold.

Voted Yes: All. Motion carried.

9. Council will be asked to consider the following regarding Marina and Boat Launch Grant Applications:

- A. Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Boating Access Infrastructure Grant regarding proposed improvements to the Black River Park driveway.**
- B. Council will be asked to consider Resolution 2015-11, a resolution authorizing a grant application for the proposed improvements to the Black River Park driveway.**
- C. Council will be asked to host a public hearing on the Michigan Department of Natural Resources Trust Fund grant, regarding the Black River Park skid pier.**
- D. Council will be asked to consider Resolution 2015-12, a resolution authorizing a grant application for Black River Park skid piers.**
- E. Council will be asked to host a public hearing on the Michigan Department of Natural Resources Recreation Passport grant, regarding the proposed Black River Park restroom renovation.**
- F. Council will be asked to consider Resolution 2015-13 a resolution authorizing a grant application for the proposed Black River Park restroom renovation.**
- G. Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Harbor Infrastructure grant, regarding the proposed South Side Municipal Marina building renovation.**
- H. Council will be asked to consider Resolution 2015-14, a resolution authorizing a grant application for the proposed South Side Municipal Marina building renovation.**

- I. **Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Harbor Preliminary Engineering grant, regarding the proposed South Side Municipal Marina dock extension engineering.**
- J. **Council will be asked to consider Resolution 2015-15, a resolution authorizing a grant application for the proposed South Side Municipal Marina dock extension.**

Background Information:

Item A: Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Boating Access Infrastructure Grant regarding proposed improvements to the Black River Park driveway.

Moved by Kozlik Wall to open a public hearing on the Michigan Department of Natural Resources Waterways Boating Access Infrastructure Grant regarding proposed improvements to the Black River Park driveway. Seconded by Klavins.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources Waterways Boating Access Infrastructure Grant regarding proposed improvements to the Black River Park driveway. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item B: Council will be asked to consider Resolution 2015-11, a resolution authorizing a grant application for the proposed improvements to the Black River Park driveway.

Moved by Gruber to approve Resolution 2015-11, a resolution authorizing a grant application for the proposed improvements to the Black River Park driveway. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item C: Council will be asked to host a public hearing on the Michigan Department of Natural Resources Trust Fund grant, regarding the Black River Park skid pier.

Moved by Kozlik Wall to open a public hearing on the Michigan Department of Natural Resources Trust Fund grant, regarding the Black River Park skid pier. Seconded by Klavins.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources Trust Fund grant, regarding the Black River Park skid pier. Seconded by Arnold.

Voted Yes: All. Motion carried.

Item D: Council will be asked to consider Resolution 2015-12, a resolution authorizing a grant application for Black River Park skid piers.

Moved by Gruber to approve Resolution 2015-12, a resolution authorizing a grant application for Black River Park skid piers. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item E: Council will be asked to host a public hearing on the Michigan Department of Natural Resources Recreation Passport grant, regarding the proposed Black River Park restroom renovation.

Moved by Kozlik Wall to open a public hearing on the Michigan Department of Natural Resources Recreation Passport grant, regarding the proposed Black River Park restroom renovation. Seconded by Arnold.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources Recreation Passport grant, regarding the proposed Black River Park restroom renovation. Seconded by Arnold.

Voted Yes: All. Motion carried.

Item F: Council will be asked to consider Resolution 2015-13 a resolution authorizing a grant application for the proposed Black River Park restroom renovation.

Moved by Klavins to approve Resolution 2015-13 a resolution authorizing a grant application for the proposed Black River Park restroom renovation. Seconded by Arnold.

Voted Yes: All. Motion carried.

Item G: Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Harbor Infrastructure grant, regarding the proposed South Side Municipal Marina building renovation.

Moved by Kozlik Wall to open a public hearing on the Michigan Department of Natural Resources Waterways Harbor Infrastructure grant, regarding the proposed South Side Municipal Marina building renovation. Seconded by Klavins.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources Waterways Harbor Infrastructure grant, regarding the proposed South Side Municipal Marina building renovation. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item H: Council will be asked to consider Resolution 2015-14, a resolution authorizing a grant application for the proposed South Side Municipal Marina building renovation.

Moved by Arnold to approve Resolution 2015-14, a resolution authorizing a grant application for the proposed South Side Municipal Marina building renovation. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

Item I: Council will be asked to host a public hearing on the Michigan Department of Natural Resources Waterways Harbor Preliminary Engineering grant, regarding the proposed South Side Municipal Marina dock extension engineering.

Moved by Kozlik Wall to open a public hearing on the Michigan Department of Natural Resources Waterways Harbor Preliminary Engineering grant, regarding the proposed South Side Municipal Marina dock extension engineering. Seconded by Klavins.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Gruber to close the public hearing on the Michigan Department of Natural Resources Waterways Harbor Preliminary Engineering grant, regarding the proposed South Side Municipal Marina dock extension engineering. Seconded by Arnold.

Voted Yes: All. Motion carried.

Item J: Council will be asked to consider Resolution 2015-15, a resolution authorizing a grant application for the proposed South Side Municipal Marina dock extension.

Moved by Gruber to approve Resolution 2015-15, a resolution authorizing a grant application for the proposed South Side Municipal Marina dock extension. Seconded by Arnold.

Voted Yes: All. Motion carried.

10. Council will be asked to take the following actions related to the proposed improvements to the North Beach Park:

A. Council will be asked to host a public hearing on the Michigan Department of Natural Resources grant application for the proposed improvements to the North Beach Park.

B. Council will be asked to reconsider Resolution 2015-09, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed improvements to the North Beach Park.

Background Information:

Item A: Council will be asked to host a public hearing on the Michigan Department of Natural Resources grant application for the proposed improvements to the North Beach Park.

Moved by Gruber to open a public hearing on the Michigan Department of Natural Resources grant application for the proposed improvements to the North Beach Park. Seconded by Arnold.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources grant application for the proposed improvements to the North Beach Park. Seconded by Gruber.

Voted Yes: All. Motion carried.

Item B: Council will be asked to reconsider Resolution 2015-09, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed improvements to the North Beach Park.

Moved by Klavins to approve Resolution 2015-09, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed improvements to the North Beach Park. Seconded by Arnold.

Voted Yes: All. Motion carried.

11. Council will be asked to take the following actions related to the proposed bicycle “pump track” development:

A. Council will be asked to host a public hearing on the Michigan Department of Natural Resources grant application for the proposed bicycle “pump track” development.

B. Council will be asked to reconsider Resolution 2015-10, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed bicycle “pump track” development.

Background Information:

Item A: Council will be asked to host a public hearing on the Michigan Department of Natural Resources grant application for the proposed bicycle “pump track” development.

Moved by Gruber to open a public hearing on the Michigan Department of Natural Resources grant application for the proposed bicycle “pump track” development. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Kozlik Wall to close the public hearing on the Michigan Department of Natural Resources grant application for the proposed bicycle “pump track” development. Seconded by Gruber.

Voted Yes: All. Motion carried.

Item B: Council will be asked to reconsider Resolution 2015-10, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed bicycle “pump track” development.

Moved by Gruber to approve Resolution 2015-10, a resolution authorizing the City Manager to apply for a Michigan Department of Natural Resources grant for the proposed bicycle “pump track” development. Seconded by Arnold.

Voted Yes: All. Motion carried.

12. Council will be asked to consider approval of a Declaration and Notice to close out the Elkenburg Park improvement grant.

Background Information:

Moved by Gruber to approve a Declaration and Notice to close out the Elkenburg Park improvement grant. Seconded by Arnold.

Voted Yes: All. Motion carried.

13. Council will be asked to consider adoption of the Fiscal Year 2015/2016 Priorities.

Background Information:

Moved by Kozlik Wall to adopt the Fiscal Year 2015/2016 Priorities. Seconded by Klavins.

Voted Yes: All. Motion carried.

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

No Public Comment

15. City Manager’s Comments

16. Mayor and Councilperson’s Comments

Kozlik Wall – No comment

Gruber – Spoke about progress on roads.

Arnold – What Clark said.

Klavins – Spoke about road patching.

Fitzgibbon – Congrats Michelle. Bob you make it look easy.

17. Adjourn

Moved by Kozlik Wall to adjourn. Seconded by Klavins.

Voted Yes: All. Motion carried. Meeting adjourned at 7:47 p.m.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, appearing to read "M Coffey".

Michelle Coffey
Deputy City Clerk

Approved by City Council: **DRAFT**

**CITY OF SOUTH HAVEN
APRIL 7, 2015**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 113,436.59	\$ 50,154.68	\$ 163,591.27
202-MAJOR STREET FUND	\$ -	\$ -	\$ -
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 44.30	\$ -	\$ 44.30
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ 23.47	\$ -	\$ 23.47
251-LDFA #1	\$ -	\$ -	\$ -
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ 6,802.09	\$ -	\$ 6,802.09
260-BROWNFIELD AUTHORITY	\$ -	\$ 572.50	\$ 572.50
265-NARCOTICS UNIT	\$ 58.27	\$ -	\$ 58.27
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ -	\$ 21,142.50	\$ 21,142.50
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ -	\$ -
402-CAPITAL PROJECTS #2	\$ -	\$ 50,706.99	\$ 50,706.99
466- PAVILION AND ICE RINK	\$ 546.00	\$ -	\$ 546.00
545-BLACK RIVER PARK	\$ 48.47	\$ 1,032.50	\$ 1,080.97
577-BEACH FUND	\$ 358.58	\$ -	\$ 358.58
582-ELECTRIC FUND	\$ 729,762.47	\$ 348,911.46	\$ 1,078,673.93
591-WATER FUND	\$ 6,676.36	\$ 15,761.64	\$ 22,438.00
592-SEWER FUND	\$ 6,323.28	\$ 6,320.81	\$ 12,644.09
594-MUNICIPAL MARINA	\$ 6,183.27	\$ 515.99	\$ 6,699.26
636-INFORMATION SERVICES	\$ 23.46	\$ 25,025.72	\$ 25,049.18
661-MOTOR POOL	\$ 3,719.03	\$ 14,035.57	\$ 17,754.60
677-SELF INSURANCE	\$ 50.00	\$ -	\$ 50.00
703-TAX FUND	\$ 11,051.01	\$ -	\$ 11,051.01
718-TRUST & AGENCY	\$ 3,800.00	\$ -	\$ 3,800.00
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 888,906.65	\$ 534,180.36	\$ 1,423,087.01

04/01/2015 11:44 AM
User: ksteinman
DB: South Haven

CHECK PROOF FOR CITY OF SOUTH HAVEN

BANK CODE: 1 CHECK DATE: 04/07/2015 INVOICE PAY DATE FROM 04/07/2015 TO 04/07/2015

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
04/07/2015	1	50502	001916	OVERISEL KITCHEN & HOME CENTER	20.95	0.00	20.95	1
04/07/2015	1	50503	002020	POWER LINE SUPPLY CO	28,708.99	528.00	28,180.99	30##
04/07/2015	1	50504	002080	QUALITY DOOR OF SO HAVEN INC	100.00	0.00	100.00	1
04/07/2015	1	50505	002155	RIDGE AND KRAMER AUTO PARTS	396.20	0.00	396.20	5
04/07/2015	1	50506	002168	RIVERSIDE ELECTRIC SERVICE INC	588.50	0.00	588.50	1
04/07/2015	1	50507	002267	SECANT TECHNOLOGIES	4,509.00	0.00	4,509.00	2
04/07/2015	1	50508	002268	SECURALARM SYSTEMS INC	1,340.50	0.00	1,340.50	3
04/07/2015	1	50509	002272	SEELYE WRIGHT	85.76	0.00	85.76	1
04/07/2015	1	50510	003279	SPECTER INSTRUMENTS, INC.	395.00	0.00	395.00	1
04/07/2015	1	50511	002478	STAPLES ADVANTAGE	880.53	0.00	880.53	6
04/07/2015	1	50512	002498	STATE OF MICHIGAN - DL&RA	250.00	0.00	250.00	1
04/07/2015	1	50513	002507	STATE OF MICHIGAN-MDOT	50,706.99	0.00	50,706.99	2
04/07/2015	1	50514	002589	TERMINIX PROCESSING CENTER	43.00	0.00	43.00	1
04/07/2015	1	50515	002644	TRACE ANALYTICAL LAB INC	650.00	0.00	650.00	2
04/07/2015	1	50516	002665	TREECORE	19,076.00	0.00	19,076.00	1
04/07/2015	1	50517	002683	TRUCK & TRAILER SPECIALTIES	67.86	0.00	67.86	1
04/07/2015	1	50518	002721	UPLINK SECURITY LLC	14.90	0.00	14.90	1
04/07/2015	1	50519	002726	US BANK	21,142.50	0.00	21,142.50	1
04/07/2015	1	50520	002728	USA BLUE BOOK	2,453.20	0.00	2,453.20	4
04/07/2015	1	50521	002763	VAN DAM & KRUSINGA	275.00	0.00	275.00	1
04/07/2015	1	50522	002879	WEST MICH OFFICE INTERIORS INC	1,204.89	0.00	1,204.89	1
04/07/2015	1	50523	002935	WINGFOOT COMMERCIAL TIRE SYSTEMS	156.44	0.00	156.44	1

Num Checks: 64 Num Stubs: 0 Num Invoices: 137 Total Amount: 534,180.36

Denotes that check has vendor credit applied.

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
04/07/2015	1	50460	000014	ABONMARCHE CONSULTANTS INC	7,491.95	0.00	7,491.95	6
04/07/2015	1	50461	000018	ACCESS DATA GROUP LLC	1,119.00	0.00	1,119.00	1
04/07/2015	1	50462	000039	AGILE SAFETY	94.96	0.00	94.96	1
04/07/2015	1	50463	000043	AIRGAS USA, LLC	149.30	0.00	149.30	2
04/07/2015	1	50464	000050	ALEXANDER CHEMICAL CORP	2,066.97	1,100.00	966.97	3##
04/07/2015	1	50465	000053	ALL AUTOMOTIVE EQUIPMENT INC	150.00	0.00	150.00	1
04/07/2015	1	50466	003184	ALTA EQUIPMENT COMPANY	5,110.65	0.00	5,110.65	2
04/07/2015	1	50467	000074	ALTEC INDUSTRIES INC	126.93	0.00	126.93	1
04/07/2015	1	50468	000134	APPLIED SPECIALTIES INC	13,044.20	0.00	13,044.20	1
04/07/2015	1	50469	000303	MERLE BOES INC	4,695.85	0.00	4,695.85	1
04/07/2015	1	50470	000346	BRUSH ENTERPRISES	132.75	0.00	132.75	1
04/07/2015	1	50471	000418	CDW GOVERNMENT INC	1,103.80	0.00	1,103.80	5
04/07/2015	1	50472	000453	CHIEF SUPPLY CORP	298.54	0.00	298.54	1
04/07/2015	1	50473	000475	CLARK HILL PLC	5,057.92	0.00	5,057.92	1
04/07/2015	1	50474	001843	COMPASS MINERALS AMERICA INC	7,465.42	0.00	7,465.42	1
04/07/2015	1	50475	000505	COMPTON INC	315.00	0.00	315.00	1
04/07/2015	1	50476	000683	DU BOIS-COOPER ASSOC INC	376.70	0.00	376.70	1
04/07/2015	1	50477	000716	EJ USA INC	599.61	0.00	599.61	1
04/07/2015	1	50478	003193	FISHBECK, THOMPSON, CARR & HUBER	748.00	0.00	748.00	1
04/07/2015	1	50479	003065	FOSTER SWIFT COLLINS & SMITH PC	1,400.00	0.00	1,400.00	2
04/07/2015	1	50480	000834	FREDRICKSON SUPPLY LLC	2,256.16	0.00	2,256.16	1
04/07/2015	1	50481	003316	GARMENT DISTRICT DBA JIM AND TONI'S	149.25	0.00	149.25	1
04/07/2015	1	50482	003298	GMB AE	2,760.00	0.00	2,760.00	1
04/07/2015	1	50483	000913	GRAINGER	296.20	0.00	296.20	1
04/07/2015	1	50484	000933	GREAT LAKES CLEANING SYSTEMS I	533.43	0.00	533.43	1
04/07/2015	1	50485	000942	GREAT LAKES PLUMBING, INC	2,639.00	0.00	2,639.00	1
04/07/2015	1	50486	003250	GREAT LAKES SCUTTLEBUTT	500.00	0.00	500.00	1
04/07/2015	1	50487	000963	GRP ENGINEERING INC	26,136.89	0.00	26,136.89	8
04/07/2015	1	50488	001053	HEWLETT -PACKARD COMPANY	19,280.99	0.00	19,280.99	2
04/07/2015	1	50489	001107	HULL LIFT TRUCK INC	202.20	0.00	202.20	2
04/07/2015	1	50490	001134	IDEXX DISTRIBUTION INC	1,087.61	0.00	1,087.61	2
04/07/2015	1	50491	001171	J & L ORCHARD SUPPLY LLC	48.39	0.00	48.39	1
04/07/2015	1	50492	001196	JOHN'S STEREO INC	43.93	0.00	43.93	2
04/07/2015	1	50493	003271	KALAMAZOO FLAG	270.03	0.00	270.03	1
04/07/2015	1	50494	001246	KENDALL ELECTRIC INC	718.16	0.00	718.16	1
04/07/2015	1	50495	001252	KENT POWER INC	270,782.40	0.00	270,782.40	2
04/07/2015	1	50496	003368	LAKELAND ASPHALT CORP	4,503.60	0.00	4,503.60	1
04/07/2015	1	50497	001467	MARK A MANNING	3,240.00	0.00	3,240.00	1
04/07/2015	1	50498	001565	METTLER-TOLEDO INC	244.50	0.00	244.50	1
04/07/2015	1	50499	001707	MITCHELL& MORSE LAND SURVEYING	4,200.00	0.00	4,200.00	1
04/07/2015	1	50500	001766	MUZZALL GRAPHICS	232.86	0.00	232.86	2
04/07/2015	1	50501	001893	OLSON BROTHERS CONTRACTORS	11,069.00	0.00	11,069.00	1

04/01/2015 12:27 PM
 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 04/07/2015 - 04/07/2015
 JOURNALIZED OPEN AND PAID
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
110759 44345	ABONMARCHE CONSULTANTS INC ADA IMPROVEMENTS FOR THE CENTER FO 101-804-802-000-0178	03/12/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	1,829.70 1,829.70	0.00	P	Y 03/23/2015
110748 44366	ABONMARCHE CONSULTANTS INC FACTORY CONDOS 260-622-801-000	03/05/2015 ksteinman PROFESSIONAL FEES - ADMIN	04/07/2015	572.50 572.50	0.00	P	Y 03/23/2015
110749 44492	ABONMARCHE CONSULTANTS INC BLACK RIVER PARK- DRIVEWAY IMPROVE 545-776-975-000-0188	03/05/2015 ksteinman BUILDINGS/ADDITIONS IMPROVE	04/07/2015	1,032.50 1,032.50	0.00	P	Y 03/31/2015
110803 44568	ABONMARCHE CONSULTANTS INC CITY HALL REMODELING 101-265-975-000-0147	03/25/2015 ksteinman BUILDINGS/ADDITIONS IMPROVE	04/07/2015	344.25 344.25	0.00	P	Y 04/01/2015
110579 44579	ABONMARCHE CONSULTANTS INC CENTER FOR THE ARTS FIRE ESCAPE 101-804-802-000-0178	01/29/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	213.00 213.00	0.00	P	Y 04/01/2015
110720 44580	ABONMARCHE CONSULTANTS INC ADA IMPROVEMENTS FOR THE CENTER FO 101-804-802-000-0178	02/27/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	3,500.00 3,500.00	0.00	P	Y 04/01/2015
62175 44582	ACCESS DATA GROUP LLC SOFTWARE MAINTENANCE & SUPPORT 101-301-802-000	03/05/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	1,119.00 1,119.00	0.00	P	Y 04/01/2015
28688 44540	AGILE SAFETY PREVENTATIVE MAINTENANCE 592-559-933-000	03/16/2015 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/07/2015	94.96 94.96	0.00	P	Y 03/31/2015
9925671018 44367	AIRGAS USA, LLC CYLINDER RENTAL 661-450-741-003	02/28/2015 ksteinman REPAIR & MAINT SUPPLIES	04/07/2015	49.76 49.76	0.00	P	Y 03/23/2015

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9037422876 44493	AIRGAS USA, LLC CYLINDER RENTAL 661-450-741-003	04/17/2015 ksteinman	04/07/2015	99.54 99.54	0.00	P	Y 03/31/2015
SLS 10029603 44344	ALEXANDER CHEMICAL CORP CHEMICALS 592-559-741-000	03/02/2015 ksteinman	04/07/2015	2,066.97 2,066.97	0.00	P	Y 03/23/2015
SCL 10008295 44495	ALEXANDER CHEMICAL CORP DEPOSIT REFUND 592-559-741-000	03/09/2015 ksteinman	04/07/2015	(400.00) (400.00)	0.00	P	Y 03/31/2015
10068 44368	ALL AUTOMOTIVE EQUIPMENT INC INSPECTION 661-450-935-000	03/04/2015 ksteinman	04/07/2015	150.00 150.00	0.00	P	Y 03/23/2015
I77891 44349	ALTA EQUIPMENT COMPANY SNOW PUSHER 661-450-933-000	02/24/2015 ksteinman	04/07/2015	5,030.34 5,030.34	0.00	P	Y 03/23/2015
I78330 44369	ALTA EQUIPMENT COMPANY TAIL LIGHT 661-450-741-003	03/09/2015 ksteinman	04/07/2015	80.31 80.31	0.00	P	Y 03/23/2015
10369612 44543	ALTEC INDUSTRIES INC SUPPLIES 582-558-741-000	03/19/2015 ksteinman	04/07/2015	126.93 126.93	0.00	P	Y 03/31/2015
315556 44494	APPLIED SPECIALTIES INC AS-4070 591-559-741-000	03/17/2015 ksteinman	04/07/2015	13,044.20 13,044.20	0.00	P	Y 03/31/2015
477429 44355	MERLE BOES INC SUPPLIES 661-450-748-000	03/02/2015 ksteinman	04/07/2015	4,695.85 4,695.85	0.00	P	Y 03/23/2015

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7381 44370	BRUSH ENTERPRISES REPAIRS 661-450-935-000	03/04/2015 ksteinman	04/07/2015	132.75	0.00	P	Y 03/23/2015
		REPAIRS/MAINTENANCE - VEHICLES		132.75			
SX72927 44343	CDW GOVERNMENT INC BACK UPS 636-258-980-001	03/05/2015 ksteinman	04/07/2015	175.36	0.00	P	Y 03/23/2015
		COMPUTER HARDWARE		175.36			
SW43902 44357	CDW GOVERNMENT INC TONER 636-258-980-001	03/03/2015 ksteinman	04/07/2015	153.18	0.00	P	Y 03/23/2015
		COMPUTER HARDWARE		153.18			
TG50908 44497	CDW GOVERNMENT INC BELKIN 14 FT CAT5E 636-258-727-000	03/19/2015 ksteinman	04/07/2015	101.40	0.00	P	Y 03/31/2015
		OFFICE SUPPLIES		101.40			
TG55805 44498	CDW GOVERNMENT INC EPSON 110/220 AC PWR ADAPT PS180 636-258-980-001	03/19/2015 ksteinman	04/07/2015	52.49	0.00	P	Y 03/31/2015
		COMPUTER HARDWARE		52.49			
TH17691 44549	CDW GOVERNMENT INC TONER 636-258-980-001	03/20/2015 ksteinman	04/07/2015	621.37	0.00	P	Y 03/31/2015
		COMPUTER HARDWARE		621.37			
235464 44364	CHIEF SUPPLY CORP SUPPLIES 101-301-977-000	03/05/2015 ksteinman	04/07/2015	298.54	0.00	P	Y 03/23/2015
		EQUIPMENT - SHOP		298.54			
585586 44356	CLARK HILL PLC THAYER LITIGATION 101-210-801-000	03/09/2015 ksteinman	04/07/2015	5,057.92	0.00	P	Y 03/23/2015
		PROFESSIONAL/CONSULTING FEES		5,057.92			
71315126 44352	COMPASS MINERALS AMERICA INC ROAD SALT 101-001-111-000	03/06/2015 ksteinman	04/07/2015	7,465.42	0.00	P	Y 03/23/2015
		INVENTORY-ROAD SALT		7,465.42			

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031513 44371	COMPTON INC SIDEWALK REMOVAL 603 NORTH SHORE D 582-558-802-000	03/10/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	315.00 315.00	0.00	P	Y 03/23/2015
964129 44499	DU BOIS-COOPER ASSOC INC REPAIRS/MAINTENANCE 592-559-933-000	03/13/2015 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/07/2015	376.70 376.70	0.00	P	Y 03/31/2015
3803725 44500	EJ USA INC SUPPLIES 591-558-741-000	03/20/2015 ksteinman OPERATING SUPPLIES	04/07/2015	599.61 599.61	0.00	P	Y 03/31/2015
325733 44501	FISHBECK, THOMPSON, CARR & HUBER SOUTH HAVEN/REL STUDY UPDATE 591-558-801-000 591-563-801-000 591-564-801-000 591-565-801-000	03/23/2015 ksteinman PROFESSIONAL/CONSULTING FEES PROFESSIONAL/CONSULTING FEES PROFESSIONAL/CONSULTING FEES PROFESSIONAL/CONSULTING FEES	04/07/2015	748.00 463.76 89.76 134.64 59.84	0.00	P	Y 03/31/2015
667025 44350	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	03/13/2015 ksteinman PROFESSIONAL/CONSULTING FEES	04/07/2015	1,150.00 1,150.00	0.00	P	Y 03/23/2015
667038 44351	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	03/13/2015 ksteinman PROFESSIONAL/CONSULTING FEES	04/07/2015	250.00 250.00	0.00	P	Y 03/23/2015
11441 44502	FREDRICKSON SUPPLY LLC SUPPLIES 661-450-741-003	03/20/2015 ksteinman REPAIR & MAINT SUPPLIES	04/07/2015	2,256.16 2,256.16	0.00	P	Y 03/31/2015
6 44365	GARMENT DISTRICT DBA JIM AND TONI'S CLEANING SERVICES 101-301-801-021	03/08/2015 ksteinman LAUNDRY & DRYCLEANING	04/07/2015	149.25 149.25	0.00	P	Y 03/23/2015
53259-002 44346	GMB AE PROFESSIONAL SERVICES- SOUTH BEACH	02/28/2015 ksteinman	04/07/2015	2,760.00	0.00	P	Y 03/23/2015

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	GL Distribution 101-751-801-000-0179	PROFESSIONAL SERVICES-	SOUTH BEACH REST	2,760.00			
9687660820 44503	GRAINGER TOOLS 592-559-742-000	03/11/2015 ksteinman	04/07/2015	296.20	0.00	P	Y 03/31/2015
		SMALL TOOLS		296.20			
42624 44504	GREAT LAKES CLEANING SYSTEMS I SUPPLIES 582-558-741-000	03/19/2015 ksteinman	04/07/2015	533.43	0.00	P	Y 03/31/2015
		OPERATING SUPPLIES		533.43			
17660 44557	GREAT LAKES PLUMBING, INC BUILDING IMPROVEMENTS 101-804-975-002	03/26/2015 ksteinman	04/07/2015	2,639.00	0.00	P	Y 03/31/2015
		BLD IMPROVE-LIBERTY/HYDE/BAIL		2,639.00			
532788 44505	GREAT LAKES SCUTTLEBUTT 1/2 PAGE COLOR ADVERTISEMENT 594-776-964-000	03/10/2015 ksteinman	04/07/2015	500.00	0.00	P	Y 03/31/2015
		MARKETING		500.00			
20150157 44560	GRP ENGINEERING INC ENGINEERING SERVICES- LOVEJOY 582-558-988-000-0305	03/02/2015 ksteinman	04/07/2015	1,500.00	0.00	P	Y 03/31/2015
		ELECTRICAL SYSTEM CONSTR		1,500.00			
20150160 44561	GRP ENGINEERING INC ARC FLASH STUDY 582-558-801-000	03/02/2015 ksteinman	04/07/2015	1,800.00	0.00	P	Y 03/31/2015
		PROFESSIONAL/CONSULTING FEES		1,800.00			
20150155 44562	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-988-000-0175	03/02/2015 ksteinman	04/07/2015	2,626.55	0.00	P	Y 03/31/2015
		ELECTRICAL SYSTEM CONSTR		2,626.55			
20150156 44563	GRP ENGINEERING INC ENGINEERING SERVICES- BLUE STAR HI 582-558-988-000-0304	03/02/2015 ksteinman	04/07/2015	4,000.00	0.00	P	Y 03/31/2015
		ELECTRICAL SYSTEM CONSTR		4,000.00			
20150154 44564	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-988-000-0175	03/02/2015 ksteinman	04/07/2015	554.55	0.00	P	Y 03/31/2015
		ELECTRICAL SYSTEM CONSTR		554.55			

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20150153 44565	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-801-000	03/02/2015 ksteinman	04/07/2015	3,078.36 3,078.36	0.00	P	Y 03/31/2015
20150152 44566	GRP ENGINEERING INC PHOENIX STREET SUB STATION 582-558-988-001-0301	03/02/2015 ksteinman	04/07/2015	10,577.43 10,577.43	0.00	P	Y 04/01/2015
20150151 44567	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-988-000-0303	03/02/2015 ksteinman	04/07/2015	2,000.00 2,000.00	0.00	P	Y 04/01/2015
55552163 44507	HEWLETT -PACKARD COMPANY COMPUTER SOFTWARE 636-258-980-002	02/27/2015 ksteinman	04/07/2015	16,352.99 16,352.99	0.00	P	Y 03/31/2015
55551034 44508	HEWLETT -PACKARD COMPANY COMPUTER SOFTWARE 636-258-980-002	02/26/2015 ksteinman	04/07/2015	2,928.00 2,928.00	0.00	P	Y 03/31/2015
S-0113362 44372	HULL LIFT TRUCK INC PARTS 661-450-741-003	03/04/2015 ksteinman	04/07/2015	133.12 133.12	0.00	P	Y 03/23/2015
S-0114912 44373	HULL LIFT TRUCK INC PARTS 661-450-741-003	03/13/2015 ksteinman	04/07/2015	69.08 69.08	0.00	P	Y 03/23/2015
285622024 44550	IDEXX DISTRIBUTION INC SUPPLIES 591-559-741-000	02/09/2015 ksteinman	04/07/2015	228.37 228.37	0.00	P	Y 03/31/2015
287083325 44551	IDEXX DISTRIBUTION INC SUPPLIES 591-559-741-000	02/26/2015 ksteinman	04/07/2015	859.24 859.24	0.00	P	Y 03/31/2015

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24036 44506	J & L ORCHARD SUPPLY LLC SUPPLIES 591-558-741-000	03/26/2015 ksteinman OPERATING SUPPLIES	04/07/2015	48.39 48.39	0.00	P	Y 03/31/2015
10045023 44359	JOHN'S STEREO INC RJ 45 JACKS/PLATE 636-258-727-000	03/16/2015 ksteinman OFFICE SUPPLIES	04/07/2015	27.94 27.94	0.00	P	Y 03/23/2015
10045106 44509	JOHN'S STEREO INC HANGING FOLDERS 594-776-727-000	03/21/2015 ksteinman OFFICE SUPPLIES	04/07/2015	15.99 15.99	0.00	P	Y 03/31/2015
1936 44393	KALAMAZOO FLAG FLAGS 101-276-741-000	03/02/2015 ksteinman OPERATING SUPPLIES	04/07/2015	270.03 270.03	0.00	P	Y 03/23/2015
S103488745.001 44374	KENDALL ELECTRIC INC WELDING 661-450-741-000	03/02/2015 ksteinman OPERATING SUPPLIES	04/07/2015	718.16 718.16	0.00	P	Y 03/23/2015
PAY REQ #6 44510*	KENT POWER INC PHOENIX RD SUBSTATION 582-558-988-001-0301 582-002-211-130	03/13/2015 ksteinman ELECTRICAL SYSTEM EQUIPMENT CONTR RET PYBLE-KENT POWER	04/07/2015	62,761.27 69,088.90 (6,327.63)	0.00	P	Y 03/31/2015
29677 44583*	KENT POWER INC CORE CITY PHASE 2 582-558-988-000-0175 582-002-211-130	03/30/2015 ksteinman ELECTRICAL SYSTEM CONSTR CONTR RET PYBLE-KENT POWER	04/07/2015	208,021.13 231,134.59 (23,113.46)	0.00	P	Y 04/01/2015
28126 44558	LAKELAND ASPHALT CORP COLD PATCH 101-446-741-000	03/25/2015 ksteinman OPERATING SUPPLIES	04/07/2015	4,503.60 4,503.60	0.00	P	Y 03/31/2015
509 44353	MARK A MANNING ATTORNEY SERVICES 101-210-801-000	03/10/2015 ksteinman PROFESSIONAL/CONSULTING FEES	04/07/2015	3,240.00 3,240.00	0.00	P	Y 03/23/2015

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641212991 44512	METTLER-TOLEDO INC EQUIPMENT 592-559-933-000	03/09/2015 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/07/2015	244.50 244.50	0.00	P	Y 03/31/2015
108750 44511	MITCHELL& MORSE LAND SURVEYING SITE SURVEY PER PROPOSAL 582-558-975-000-0170	02/26/2015 ksteinman SITE SURVEY PER PROPOSAL	04/07/2015	4,200.00 4,200.00	0.00	P	Y 03/31/2015
75847 44552	MUZZALL GRAPHICS BUSINESS CARDS 101-301-727-000	03/09/2015 ksteinman OFFICE SUPPLIES	04/07/2015	53.49 53.49	0.00	P	Y 03/31/2015
75842 44553	MUZZALL GRAPHICS LETTERHEAD 101-301-727-000	03/09/2015 ksteinman OFFICE SUPPLIES	04/07/2015	179.37 179.37	0.00	P	Y 03/31/2015
DRAW #1 44513	OLSON BROTHERS CONTRACTORS TOT LOT RESTROOM IMPROVEMENTS 101-751-975-000-0182	03/04/2015 ksteinman TOT LOT RESTROOM IMPROVEMENTS	04/07/2015	11,069.00 11,069.00	0.00	P	Y 03/31/2015
S166575 44541	OVERISEL KITCHEN & HOME CENTER WOOD 592-559-933-000	03/26/2015 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/07/2015	20.95 20.95	0.00	P	Y 03/31/2015
5907551 44347	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/10/2015 ksteinman ELECTRICAL SYSTEM CONSTR	04/07/2015	4,333.15 4,333.15	0.00	P	Y 03/23/2015
5907434 44348	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/10/2015 ksteinman ELECTRICAL SYSTEM CONSTR	04/07/2015	10,533.20 10,533.20	0.00	P	Y 03/23/2015
5905731 44354	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/03/2015 ksteinman ELECTRICAL SYSTEM CONSTR	04/07/2015	1,573.60 1,573.60	0.00	P	Y 03/23/2015

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5907557 44375	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/10/2015 ksteinman	04/07/2015	190.00	0.00	P	Y 03/23/2015
	OTHER CLOTHING & SUPPLIES			190.00			
5907553 44376	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/10/2015 ksteinman	04/07/2015	445.98	0.00	P	Y 03/23/2015
	REPAIRS/MAINTENANCE - EQUIPM			445.98			
5907549 44377	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/10/2015 ksteinman	04/07/2015	58.32	0.00	P	Y 03/23/2015
	ELECTRICAL SYSTEM CONSTR			58.32			
5907555 44378	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/10/2015 ksteinman	04/07/2015	776.02	0.00	P	Y 03/23/2015
	REPAIRS/MAINTENANCE - EQUIPM			776.02			
5905730 44379	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/03/2015 ksteinman	04/07/2015	639.48	0.00	P	Y 03/23/2015
	REPAIRS/MAINTENANCE - EQUIPM			639.48			
5905732 44380	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/03/2015 ksteinman	04/07/2015	126.44	0.00	P	Y 03/23/2015
	ELECTRICAL SYSTEM CONSTR			126.44			
5905734 44381	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/03/2015 ksteinman	04/07/2015	18.50	0.00	P	Y 03/23/2015
	ELECTRICAL SYSTEM CONSTR			18.50			
5905733 44382	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/03/2015 ksteinman	04/07/2015	133.80	0.00	P	Y 03/23/2015
	REPAIRS/MAINTENANCE - EQUIPM			133.80			
59057410 44383	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/03/2015 ksteinman	04/07/2015	420.00	0.00	P	Y 03/23/2015
	OTHER CLOTHING & SUPPLIES			420.00			

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5909241 44514	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/17/2015 ksteinman	04/07/2015	36.00	0.00	P	Y 03/31/2015
	REPAIRS/MAINTENANCE - EQUIPM			36.00			
5908353 44515	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/12/2015 ksteinman	04/07/2015	340.90	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			340.90			
5909238 44516	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/17/2015 ksteinman	04/07/2015	125.00	0.00	P	Y 03/31/2015
	REPAIRS/MAINTENANCE - EQUIPM			125.00			
5909236 44517	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/17/2015 ksteinman	04/07/2015	1,294.43	0.00	P	Y 03/31/2015
	REPAIRS/MAINTENANCE - EQUIPM			1,294.43			
5909237 44518	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/17/2015 ksteinman	04/07/2015	1,378.75	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			1,378.75			
5909276 44519	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/17/2015 ksteinman	04/07/2015	306.00	0.00	P	Y 03/31/2015
	OTHER CLOTHING & SUPPLIES			306.00			
5909239 44520	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/17/2015 ksteinman	04/07/2015	905.99	0.00	P	Y 03/31/2015
	REPAIRS/MAINTENANCE - EQUIPM			905.99			
5902324 44521	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	02/17/2015 ksteinman	04/07/2015	266.36	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			266.36			
5901579 44522	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	02/13/2015 ksteinman	04/07/2015	198.20	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			198.20			

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 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 04/07/2015 - 04/07/2015
 JOURNALIZED OPEN AND PAID
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
5898811 44523	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	02/03/2015 ksteinman	04/07/2015	195.56	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			195.56			
5901547 44524	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	02/13/2015 ksteinman	04/07/2015	(155.00)	0.00	P	Y 03/31/2015
	OTHER CLOTHING & SUPPLIES			(155.00)			
5884975 44525	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	12/07/2014 ksteinman	04/07/2015	(373.00)	0.00	P	Y 03/31/2015
	OTHER CLOTHING & SUPPLIES			(373.00)			
5911103 44544	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/24/2015 ksteinman	04/07/2015	117.61	0.00	P	Y 03/31/2015
	REPAIRS/MAINTENANCE - EQUIPM			117.61			
5911105 44545	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	03/24/2015 ksteinman	04/07/2015	143.62	0.00	P	Y 03/31/2015
	ELECTRICAL SYSTEM CONSTR			143.62			
5911131 44546	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/24/2015 ksteinman	04/07/2015	159.00	0.00	P	Y 03/31/2015
	OTHER CLOTHING & SUPPLIES			159.00			
5911133 44547	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/24/2015 ksteinman	04/07/2015	758.00	0.00	P	Y 03/31/2015
	OTHER CLOTHING & SUPPLIES			189.50			
	591-558-729-001			189.50			
	592-558-729-001			189.50			
	101-446-729-001			189.50			
5911102 44584	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/24/2015 ksteinman	04/07/2015	1,102.40	0.00	P	Y 04/01/2015
	REPAIRS/MAINTENANCE - EQUIPM			1,102.40			
5911104 44585	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES	03/24/2015 ksteinman	04/07/2015	2,132.68	0.00	P	Y 04/01/2015

04/01/2015 12:27 PM
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	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		2,132.68			
SH150167 44360	QUALITY DOOR OF SO HAVEN INC LABOR	02/23/2015 ksteinman	04/07/2015	100.00	0.00	P	Y 03/23/2015
	101-301-933-000	REPAIRS/MAINTENANCE - EQUIP		100.00			
490-022120 44384	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES	03/17/2015 ksteinman	04/07/2015	37.95	0.00	P	Y 03/23/2015
	661-450-741-003	REPAIR & MAINT SUPPLIES		37.95			
490-022116 44385	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES	03/17/2015 ksteinman	04/07/2015	222.73	0.00	P	Y 03/23/2015
	661-450-741-003	REPAIR & MAINT SUPPLIES		222.73			
490-021949 44386	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES	03/11/2015 ksteinman	04/07/2015	76.22	0.00	P	Y 03/23/2015
	661-450-741-003	REPAIR & MAINT SUPPLIES		76.22			
490-021789 44387	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES	03/03/2015 ksteinman	04/07/2015	51.07	0.00	P	Y 03/23/2015
	661-450-741-003	REPAIR & MAINT SUPPLIES		51.07			
490-021791 44388	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES	03/03/2015 ksteinman	04/07/2015	8.23	0.00	P	Y 03/23/2015
	661-450-741-003	REPAIR & MAINT SUPPLIES		8.23			
256109 44542	RIVERSIDE ELECTRIC SERVICE INC REPAIRS/MAINTENANCE	03/30/2015 ksteinman	04/07/2015	588.50	0.00	P	Y 03/31/2015
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		588.50			
INVO59860 44342	SECANT TECHNOLOGIES IPO ISSUES WITH VOICE QUALITY	03/11/2015 ksteinman	04/07/2015	486.00	0.00	P	Y 03/23/2015
	636-258-801-000	PROFESSIONAL/CONSULTING FEES		486.00			
INV059945 44581	SECANT TECHNOLOGIES GOVT 12 MO RNWL ENDUSER PROT MAIL	03/24/2015 ksteinman	04/07/2015	4,023.00	0.00	P	Y 04/01/2015
	636-258-802-000	OTHER CONTRACTUAL SERVICES		4,023.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
102609 44358	SECURALARM SYSTEMS INC CUSTOMER SERVICE CARD READER ADD 101-265-802-000 OTHER CONTRACTUAL SERVICES	02/25/2015 ksteinman	04/07/2015	952.50 952.50	0.00	P	Y 03/23/2015
103938 44555	SECURALARM SYSTEMS INC PROXIMITY TAGS 101-265-802-000 OTHER CONTRACTUAL SERVICES	03/20/2015 ksteinman	04/07/2015	80.00 80.00	0.00	P	Y 03/31/2015
103929 44556	SECURALARM SYSTEMS INC PANIC BUTTON ADDITION 101-265-802-000 OTHER CONTRACTUAL SERVICES	03/20/2015 ksteinman	04/07/2015	308.00 308.00	0.00	P	Y 03/31/2015
PNCS115783 44361	SEELYE WRIGHT REPAIRS 101-301-941-000 MOTOR POOL FEES	03/19/2015 ksteinman	04/07/2015	85.76 85.76	0.00	P	Y 03/23/2015
1503037207 44539	SPECTER INSTRUMENTS, INC. ANNUAL RENEWAL 592-559-802-000 OTHER CONTRACTUAL SERVICES 592-566-802-000 OTHER CONTRACTUAL SERVICES 592-567-802-000 OTHER CONTRACTUAL SERVICES	03/13/2015 ksteinman	04/07/2015	395.00 280.45 80.19 34.36	0.00	P	Y 03/31/2015
7132514863-000002 44389	STAPLES ADVANTAGE SUPPLIES 582-558-727-000 OFFICE SUPPLIES	03/07/2015 ksteinman	04/07/2015	83.99 83.99	0.00	P	Y 03/23/2015
7133305823-000001 44390	STAPLES ADVANTAGE SUPPLIES 591-558-727-000 OFFICE SUPPLIES 592-558-727-000 OFFICE SUPPLIES 582-558-727-000 OFFICE SUPPLIES 101-446-727-000 OFFICE SUPPLIES 101-447-727-000 OFFICE SUPPLIES 591-558-741-000 OPERATING SUPPLIES 592-558-741-000 OPERATING SUPPLIES 101-446-741-000 OPERATING SUPPLIES 101-447-741-000 OPERATING SUPPLIES 582-558-741-000 OPERATING SUPPLIES	03/12/2015 ksteinman	04/07/2015	221.68 27.04 27.04 27.04 27.05 27.05 17.29 17.29 17.29 17.30 17.29	0.00	P	Y 03/23/2015

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
7133985003-000001 44528	STAPLES ADVANTAGE SUPPLIES 636-258-727-000 101-202-727-000	03/25/2015 ksteinman	04/07/2015	119.88	0.00	P	Y 03/31/2015
		OFFICE SUPPLIES		103.99			
		OFFICE SUPPLIES		15.89			
7133345675-000001 44529	STAPLES ADVANTAGE SUPPLIES 101-202-727-000	03/14/2015 ksteinman	04/07/2015	40.10	0.00	P	Y 03/31/2015
		OFFICE SUPPLIES		40.10			
7133345675-000002 44530	STAPLES ADVANTAGE SUPPLIES 101-202-727-000	03/14/2015 ksteinman	04/07/2015	364.71	0.00	P	Y 03/31/2015
		OFFICE SUPPLIES		364.71			
7132800410-000001 44554	STAPLES ADVANTAGE SUPPLIES 101-301-727-000	03/07/2015 ksteinman	04/07/2015	50.17	0.00	P	Y 03/31/2015
		OFFICE SUPPLIES		50.17			
BLR370296 44548	STATE OF MICHIGAN - DL&RA BOILER INSPECTION 101-265-931-000	03/25/2015 ksteinman	04/07/2015	250.00	0.00	P	Y 03/31/2015
		REPAIRS/MAINT-BUILDS & STRUCTR		250.00			
AP 374980 44526	STATE OF MICHIGAN-MDOT LOCAL PROGRESS BILLINGS 402-202-988-010	03/12/2015 ksteinman	04/07/2015	13,475.63	0.00	P	Y 03/31/2015
		MAJOR STREET UPGRADES		13,475.63			
AP 374981 44527	STATE OF MICHIGAN-MDOT LOCAL PROGRESS BILLINGS 402-202-988-010	03/12/2015 ksteinman	04/07/2015	37,231.36	0.00	P	Y 03/31/2015
		MAJOR STREET UPGRADES		37,231.36			
343042884 44362	TERMINIX PROCESSING CENTER EXTERMINATING SERVICE 101-301-802-000	03/04/2015 ksteinman	04/07/2015	43.00	0.00	P	Y 03/23/2015
		OTHER CONTRACTUAL SERVICES		43.00			
5030108 44391	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-559-802-000 592-566-802-000	03/10/2015 ksteinman	04/07/2015	545.00	0.00	P	Y 03/23/2015
		OTHER CONTRACTUAL SERVICES		386.95			
		OTHER CONTRACTUAL SERVICES		110.64			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	592-567-802-000	OTHER CONTRACTUAL SERVICES		47.41			
5030289							
44531	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-560-802-000	03/24/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	105.00	0.00	P	Y 03/31/2015
				105.00			
0533							
44559	TREECORE TREE WORK 582-558-802-000 582-558-988-000-0175	03/30/2015 ksteinman OTHER CONTRACTUAL SERVICES ELECTRICAL SYSTEM CONSTR	04/07/2015	19,076.00	0.00	P	Y 03/31/2015
				5,290.00			
				13,786.00			
C43636							
44532	TRUCK & TRAILER SPECIALTIES TOW HOOK 661-450-741-003	03/27/2015 ksteinman REPAIR & MAINT SUPPLIES	04/07/2015	67.86	0.00	P	Y 03/31/2015
				67.86			
0905776							
44363	UPLINK SECURITY LLC MONTHLY SERVICE FEES 101-301-802-000	03/01/2015 ksteinman OTHER CONTRACTUAL SERVICES	04/07/2015	14.90	0.00	P	Y 03/23/2015
				14.90			
5/1/2015							
44533	US BANK ACCT # 802129300 363-905-995-000	05/01/2015 ksteinman INTEREST DEBT	04/07/2015	21,142.50	0.00	P	Y 03/31/2015
				21,142.50			
586812							
44534	USA BLUE BOOK LAB SUPPLIES 592-559-933-000	03/10/2015 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/07/2015	1,532.11	0.00	P	Y 03/31/2015
				1,532.11			
586815							
44535	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	03/10/2015 ksteinman OPERATING SUPPLIES	04/07/2015	714.28	0.00	P	Y 03/31/2015
				714.28			
588113							
44536	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	03/11/2015 ksteinman OPERATING SUPPLIES	04/07/2015	71.82	0.00	P	Y 03/31/2015
				71.82			
588114							
44537	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	03/11/2015 ksteinman OPERATING SUPPLIES	04/07/2015	134.99	0.00	P	Y 03/31/2015
				134.99			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
20851							
44392	VAN DAM & KRUSINGA	03/09/2015	04/07/2015	275.00	0.00	P	Y
	REPAIRS PER INSURANCE ESTIMATE	ksteinman					03/23/2015
	101-804-975-000-0221	BUILDINGS/ADDITIONS IMPROVE		275.00			
200439							
44538	WEST MICH OFFICE INTERIORS INC	03/13/2015	04/07/2015	1,204.89	0.00	P	Y
	COUNTER STOOLS	ksteinman					03/31/2015
	101-265-975-000	BUILDINGS/ADDITIONS IMPROVE		1,204.89			
159-1051557							
44394	WINGFOOT COMMERCIAL TIRE SYSTEMS	03/05/2015	04/07/2015	156.44	0.00	P	Y
	ROAD SERVICE	ksteinman					03/23/2015
	661-450-933-000	REPAIRS/MAINTENANCE - EQUIP		156.44			
# of Invoices:	133	# Due:	0	Totals:	535,808.36	0.00	
# of Credit Memos:	3	# Due:	0	Totals:	(928.00)	0.00	
Net of Invoices and Credit Memos:					534,880.36	0.00	
* 2 Net Invoices have Credits Totalling:					(29,441.09)		

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			50,154.68	0.00		
	260 - BROWNFIELD AUTHORITY			572.50	0.00		
	363 - 2007 CAPITAL BOND			21,142.50	0.00		
	402 - CAPITAL PROJECTS FUND 2			50,706.99	0.00		
	545 - BLACK RIVER PARK FUND			1,032.50	0.00		
	582 - ELECTRIC FUND			348,911.46	0.00		
	591 - WATER FUND			15,761.64	0.00		
	592 - SEWER FUND			7,020.81	0.00		
	594 - MARINA FUND			515.99	0.00		
	636 - INFORMATION SERVICES FUND			25,025.72	0.00		
	661 - MOTOR POOL FUND			14,035.57	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	001 - ASSETS			7,465.42	0.00		
	002 - LIABILITIES			(29,441.09)	0.00		
	202 - CITY TREASURER			51,127.69	0.00		
	209 - ASSESSOR			1,400.00	0.00		
	210 - LEGAL & PROFESSIONAL			8,297.92	0.00		
	258 - DATA PROCESSING			25,025.72	0.00		
	265 - BUILDINGS & GROUNDS			3,139.64	0.00		
	276 - CEMETERY DEPARTMENT			270.03	0.00		
	301 - POLICE			2,093.48	0.00		
	446 - HIGHWAYS & STREETS			4,737.44	0.00		
	447 - ENGINEERING			44.35	0.00		
	450 - EQUIPMENT MAINTENANCE			14,035.57	0.00		
	558 - OPERATIONS			379,931.97	0.00		
	559 - TREATMENT			20,541.19	0.00		
	560 - IPP PROGRAM			105.00	0.00		
	563 - OPERATIONS - CASCO TOWNSHI			89.76	0.00		
	564 - OPERATIONS - SOUTH HAVEN TW			134.64	0.00		
	565 - OPERATIONS - COVERT			59.84	0.00		
	566 - TREATMENT - CASCO TWP			190.83	0.00		
	567 - TREATMENT - SH TWP			81.77	0.00		
	622 - ENVIRONMENTAL CLEANUP			572.50	0.00		
	751 - PARK DEPARTMENT			13,829.00	0.00		
	776 - OPERATIONS			1,548.49	0.00		
	804 - MUSEUMS			8,456.70	0.00		
	905 - DEBT SERVICE			21,142.50	0.00		

User: ksteinman

CHECK NUMBERS 50369 - 50459

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
03/12/2015	1	50369	003145	CANNEY'S WATER TREATMENT	16.99
03/12/2015	1	50370	000499	COMFORT INN & SUITES	382.50
03/12/2015	1	50371	000847	FUEL MANAGEMENT SYSTEM	5,859.55
03/12/2015	1	50372	001141	INDIANA MICHIGAN POWER	123.04
03/12/2015	1	50373	003130	DAVID KREAGER	547.34
03/12/2015	1	50374	003356	LOUKA LLC	1,600.00
03/12/2015	1	50375	003358	MARRIOTT AT UNIVERSITY PLACE	841.85
03/12/2015	1	50376	001582	MICHIGAN ASSOC OF CHIEFS OF POLICE	152.50
03/12/2015	1	50377	002033	PRI MAR PETROLEUM INC	12.50
03/12/2015	1	50378	003357	QUALITY SUITES	420.00 V
03/12/2015	1	50379	003148	REVOLUTION DESIGN	3,800.00
03/12/2015	1	50380	002388	SOUTH HAVEN AREA RECREATION	8,806.00
03/12/2015	1	50381	003132	SOUTH HAVEN HEALTH SYSTEM	63.00
03/12/2015	1	50382	002447	LINDA SPEARS	16.00
03/12/2015	1	50383	002491	STATE OF MICHIGAN	6,802.09
03/12/2015	1	50384	002513	STEEL CENTER SUPPLY CO	839.77
03/12/2015	1	50385	002843	RON WASHEGESIC	120.00
03/13/2015	1	50386	003304	APPRAISALS PLUS GROUP, INC.	3,500.00
03/13/2015	1	50387	000807	FLEMING BROS OIL CO INC	453.46
03/13/2015	1	50388	000843	FRONTIER	391.44
03/13/2015	1	50389	000994	HAPA LLC	5,445.74
03/13/2015	1	50390	001544	MENARDS	812.26
03/13/2015	1	50391	002155	RIDGE AND KRAMER AUTO PARTS	88.68
03/13/2015	1	50392	002644	TRACE ANALYTICAL LAB INC	875.00
03/13/2015	1	50393	002645	TRACTOR SUPPLY CREDIT PLAN	214.98
03/13/2015	1	50394	002724	UPS STORE #5080	225.62
03/13/2015	1	50395	002949	WOLVERINE HARDWARE	80.66
03/19/2015	1	50396	UB REFUND	CALDERON, JAVIER	97.13
03/19/2015	1	50397	UB REFUND	CORNSTALK, NICHOLAS M	140.79
03/19/2015	1	50398	UB REFUND	DIAZ, VIRGINIA L & VICTORIANO J	38.86
03/19/2015	1	50399	003360	KELLY HOME IMPROVEMENTS	2,689.00
03/19/2015	1	50400	003359	MEIJER INC. STORE 271	75,566.71
03/19/2015	1	50401	UB REFUND	WABANIMKEE, TERESA M	282.05
03/19/2015	1	50402	003107	57TH DISTRICT COURT	700.00
03/19/2015	1	50403	003363	59TH DISTRICT COURT	1,075.00
03/19/2015	1	50404	000059	ALLEGAN COUNTY TREASURER	1,383.23
03/19/2015	1	50405	003074	APX INC	114.83
03/19/2015	1	50406	003334	BASIC CORPORATE	50.00
03/19/2015	1	50407	003361	LYDA HAGEN MCINTOSH	207.46
03/19/2015	1	50408	003164	MICHIGAN DEPT OF TREASURY	1,490.44
03/19/2015	1	50409	003362	ROBERT JASTRZEMBSKI	284.03
03/19/2015	1	50410	002395	SOUTH HAVEN COMMUNITY HOSPITAL	457.14
03/19/2015	1	50411	002417	SOUTH HAVEN SENIOR SERVICES	948.86
03/19/2015	1	50412	002758	VAN BUREN INTERMEDIATE	8,261.78
03/19/2015	1	50413	002800	VILLAGE MARKET #869	73.82
03/20/2015	1	50414	000177	AUTOWARES INC	404.60
03/20/2015	1	50415	003180	COPS HEALTH TRUST	1,748.95
03/20/2015	1	50416	003213	DALE CLAYTON	78.53
03/20/2015	1	50417	000624	DELTA DENTAL OF MICHIGAN	5,088.25
03/20/2015	1	50418	003183	KIRSCH, GERALD	58.27
03/20/2015	1	50419	001405	LINCOLN NATIONAL LIFE INS CO	2,818.27
03/20/2015	1	50420	001582	MICHIGAN ASSOC OF CHIEFS OF POLICE	50.00
03/20/2015	1	50421	001619	MICHIGAN MUNICIPAL LEAGUE	154.30
03/20/2015	1	50422	002188	ROME'S STANDARD SERVICE INC	65.00
03/20/2015	1	50423	003047	ERIC SMITH	78.53
03/20/2015	1	50424	002418	SOUTH HAVEN SMALL ENGINES	438.30
03/26/2015	1	50425	003044	36TH CIRCUIT COURT	1,127.00
03/26/2015	1	50426	003048	TODD BLOOMSTINE	67.19
03/26/2015	1	50427	000430	CENTURY LINK	53.39
03/26/2015	1	50428	000485	COASTAL AUDIO/VIDEO LLC	546.00
03/26/2015	1	50429	000715	SHAUN EISNER	48.46
03/26/2015	1	50430	000843	FRONTIER	3,663.92
03/26/2015	1	50431	003364	KATE HOSIER	259.28
03/26/2015	1	50432	MISC	MACKINAC COUNTY WATER SAFETY REVIEW	15.00
03/26/2015	1	50433	001610	MICHIGAN GAS UTILITIES	12,004.66
03/26/2015	1	50434	001657	MICHIGAN TOWNSHIP SERVICES	3,139.25
03/26/2015	1	50435	002337	SISTER CITIES INTERNATIONAL	175.00
03/26/2015	1	50436	003327	UNITED HEALTHCARE INSURANCE CO	62,645.49
03/26/2015	1	50437	002790	VERIZON NORTH	1,063.74
03/30/2015	1	50438	000177	AUTOWARES INC	187.52
03/30/2015	1	50439	003365	BURNETT, MICHAEL	269.27
03/30/2015	1	50440	UB REFUND	CAREY, JEFFREY D	29.80
03/30/2015	1	50441	000519	CONSUMERS ENERGY	168.14
03/30/2015	1	50442	UB REFUND	CRAGO, JAMMIE M	100.34
03/30/2015	1	50443	000660	DOMESTIC LINEN-KALAMAZOO	1,770.66
03/30/2015	1	50444	000843	FRONTIER	1,178.05
03/30/2015	1	50445	001067	HI TEC BUILDING SERVICES	3,467.87
03/30/2015	1	50446	001076	HOLIDAY INN	87.15

User: ksteinman

CHECK NUMBERS 50369 - 50459

DB: South Haven

Check Date	Bank	Check	Vendor	Vendor Name	Amount
03/30/2015	1	50447	001162	INTERSTATE BATTERY SYSTEMS	668.75
03/30/2015	1	50448	UB REFUND	MAYS, ROBERT L	9.50
03/30/2015	1	50449	001544	MENARDS	834.51
03/30/2015	1	50450	001614	MICHIGAN LAW ENFORCEMENT	200.00
03/30/2015	1	50451	UB REFUND	PATTEN, BEN E JR	4.17
03/30/2015	1	50452	UB REFUND	PLEASANT VIEW MHP-SOUTH HAVEN	85.43
03/30/2015	1	50453	UB REFUND	QSP-SH MOBILE HOME PARK	284.15
03/30/2015	1	50454	002155	RIDGE AND KRAMER AUTO PARTS	134.54
03/30/2015	1	50455	003366	STEELE, WALT	1,336.53
03/30/2015	1	50456	002645	TRACTOR SUPPLY CREDIT PLAN	124.98
03/30/2015	1	50457	002724	UPS STORE #5080	50.06
03/30/2015	1	50458	002792	VERIZON WIRELESS	811.94
03/30/2015	1	50459	002949	WOLVERINE HARDWARE	125.21

1 TOTALS:

Total of 91 Checks:

244,072.05

Less 1 Void Checks:

420.00

Total of 90 Disbursements:

243,652.05

04/01/2015 11:54 AM
User: ksteinman
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 03/20/2015 - 03/20/2015

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
03/20/2015	1	79(E)	000087	AMERICAN ELECTRIC POWER	<u>645,254.60</u>
1 TOTALS:					
Total of 1 Checks:					645,254.60
Less 0 Void Checks:					<u>0.00</u>
Total of 1 Disbursements:					<u>645,254.60</u>



City of South Haven

Dept. 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: Roger Huff, PE, DPW Director
RE: 2015 Electric Distribution Line Projects
Date: March 31, 2015

Background Information:

CONSTRUCTION SERVICES

At the July 29, 2013 Regular Meeting of the Board of Public Utilities, GRP Engineering, Inc. presented the Electric Distribution System Study & Five-Year Plan. This study reviewed the City of South Haven's substations and distribution system and provided recommendations for electrical system projects to significantly improve system reliability. The five-year plan identifies four projects for the 2015 year. GRP Engineering, Inc. submitted proposals for projects #104, #105, #106, #107, and #109 (Project Scope is attached). At the September 29, 2014 Regular Meeting, the Board reviewed and provided unanimous approval of a recommendation to City Council to award engineering services to GRP Engineering, and on October 6, 2014, City Council approved the award.

On March 4, 2015, bids were opened for the 2015 Line Reconstruction Projects. A copy of Bid Tabulation #2015-01 prepared by GRP Engineering, Inc. is attached. A total of seven qualified companies were invited to bid and two submitted bids. The low bidder is Kent Power, Inc. of Kent City, Michigan. GRP Engineering recommends that the project be awarded to Kent Power, Inc. in the amount of \$216,641.31. Kent Power has a history of successfully completing projects for South Haven and other municipal clients. They recently completed Phase 1 of the Core City Secondary Upgrade project, and they are currently working on Phase 2.

COMMUNITY OUTREACH AND COMMUNICATION SERVICES

Abonmarche has been successfully providing community outreach and coordination services for both phases of the Core City Project. Staff has requested a proposal for the same services for Project #109 along St. Joseph Street. This will ensure that the project moves forward in a smooth manner with a high level of communication with impacted customers and property owners within the project area.

Funds are included in the Fiscal Year 2014-15 Adopted Budget for electrical system improvements.

Memorandum

March 31, 2015

2015 Electric Distribution Line Projects

Page 2 of 2

On March 30, 2015, the Board of Public Utilities reviewed and provided unanimous approval of a recommendation to City Council to award the two contracts described above.

Recommendation:

Award the following contracts for 2015 Electric Distribution Line Projects:

A. Award the contract for construction services to Kent Power, Inc. of Kent City, Michigan in the amount of \$216,641.13. Labor and materials to be provided are defined in the contract documents prepared by GRP Engineering.

B. Award the contract for professional services for community outreach and communication to Abonmarche in the amount of \$5,500.

Support Material:

Project Scope

Bid Tabulation

GRP Engineering Recommendation Letter

Project Cost Tracking

Abonmarche Proposal

Project Scope 2015 Electric Distribution Line Projects

Project #104 PR-B Circuit Blue Star Highway – Rebuild circuit PR- B overhead line from 2nd Avenue/Wells Street south along Blue Star Highway to 6th Avenue (1.0 miles). Completion of this project will increase the capacity of the circuit to 500A and allow for full capacity ties to existing circuit PR-A and new underground circuit PR-D. Project includes a full reconstruction of this line section including poles, hardware and conductor. Upgrading this line section will provide more reliable service to several large commercial customers served by circuit PR-B.

Project #105 MS-J Circuit Lovejoy to Alyworth – Project scope is to rebuild circuit MS-J overhead line from Lovejoy Street to Alyworth Avenue north through deep right-of-way (0.3 miles). Completion of this project will increase the capacity of the circuit to 500A, will allow for a full capacity tie to circuit MS-F, and rebuild an aged section of line. Project includes a full reconstruction of this line section including poles, hardware and conductor.

Projects #106 MS-F & #107 PR-B Capacitor Banks - Project scope includes installation of polemount capacitor banks on circuits MS-F and PR-B. Completion of this project will reduce losses on the distribution system, will reduce VAR charges from AEP, and will help to stabilize voltage on these two distribution circuits. Installation of capacitor banks to be completed by City of South Haven crews.

Project #109 MS-J St. Joseph Street – Project scope is to rebuild circuit MS-J overhead line from Elkenburg Street north to Water Street. Completion of this project will increase the capacity of the circuit to 500A from the substation up to Michigan Avenue and will complete the rebuild of an aged section of line in conjunction with the Core City Secondary project in the same area. Project includes a full reconstruction of this line section including poles, hardware and conductor.

BID TABULATION #2015-01

OWNER:
CITY OF SOUTH HAVEN
1199 8TH AVENUE
SOUTH HAVEN, MI 49090

2015 LINE RECONSTRUCTION PROJECTS
#104 PR-B BLUE STAR HIGHWAY
#105 MS-J LOVEJOY - ALYWORTH
#109 MS-J ST. JOSEPH STREET

ENGINEER:
GRP ENGINEERING, INC.
459 BAY STREET
PETOSKEY, MI 49770

BIDDERS	BID BOND	TOTAL CONTRACTOR BASE BID PRICE	REMARKS
CC Power 3850 Beebe Road Kalkaska, MI 49646	10% Bond	\$243,000.00	
SKF Electrical Contracting 10495 Deal Rd Williamsburg, MI 49690			No Bid
Kent Power 90 Spring St Kent City, MI 49330	10% Bond	\$216,641.31	Low Bid
The Hydaker-Wheatlake Company 420 N. Roth Street Reed City, MI 49677			No Bid
NG Gilbet 101 S. Main St Parker City, IN 47368			No Bid
Newkirk Electric, Inc. 1875 Roberts Street Muskegon, MI 49442			No Bid
Henkels & McCoy 985 Jolly Rd Blue Bell, PA 19422			No Bid

This is to certify that at 10:30a.m., local time on Wednesday, March 4, 2015, the bids tabulated herein were publicly opened and read.

GRP Engineering, Inc.

Michael P. McGeehan

 Michael P. McGeehan, PE

March 6, 2015
14-0720.01

Mr. Roger Huff
City of South Haven
1199 8th Avenue
South Haven, MI 49090

**RE: 2015 Line Construction Projects
Bid Evaluation & Recommendation**

Dear Roger:

GRP Engineering, Inc. has completed our evaluation of the bids submitted to the City of South Haven on March 4, 2015 for the 2015 Line Construction projects. Bids were solicited from seven experienced contractors and two bids were received. Kent Power, Inc. submitted the low bid in the amount of \$216,641.13. A complete bid tabulation is attached to this letter.

Current project costs total \$335,278.60 including Kent Power's bid price and all material quotes received. This is nearly \$50,000 under estimated project costs.

Kent Power, Inc. submitted a complete and conforming bid. GRP Engineering, Inc. sees no reason not to accept Kent Power's bid in the full amount for the 2015 Line Construction Projects. Please contact me should you have any additional questions regarding this evaluation and recommendation and notify me or Rob Shelley upon acceptance.

Sincerely,

GRP Engineering, Inc.



Michael P. McGeehan, P.E.
Project Manager

cc: City of South Haven
Mr. Bill Conklin, Mr. Jim Pezzuto
GRP Engineering, Inc.
Mr. Rob Shelley

**City of South Haven
2015 Line Project Cost Tracking**

Project	Labor	Material	Total	Estimate	Over/Under
#104 PR-B Blue Star Hwy	\$76,302.64	\$36,024.94	\$112,327.58	\$165,000.00	(\$52,672.42)
#105 MS-J Lovejoy to Alyworth	\$46,156.25	\$24,930.02	\$71,086.27	\$75,000.00	(\$3,913.73)
#109 MS-J St. Joseph Street	\$94,182.42	\$57,682.33	\$151,864.75	\$145,000.00	\$6,864.75
Totals	\$216,641.31	\$118,637.29	\$335,278.60	\$385,000.00	(\$49,721.40)

March 19, 2015

Roger Huff, PE, Public Works Director
City of South Haven
1199 8th Avenue
South Haven, Michigan 49090

Re: Proposal for Professional Services – 2015 Line Reconstruction Project

Dear Mr. Huff:

Abonmarche is pleased to present this proposal for community outreach and coordination services for the 2015 Line Reconstruction Project for the area of St. Joseph Street as outlined on the construction plans labeled #109 MS-J. We are currently completing community outreach for Phase II of the secondary electrical upgrade project and expect this work to have similar tasks through completion of both electrical upgrades.

We understand that the 2015 Line Reconstruction Projects has been designed and bid by GRP Engineering and is in the process of being awarded to Kent Power. We believe the scope of our services will be the same as our completed services for Phase I and II of the secondary electric projects. With the same team, we will be able to transition to each project seamlessly.

It is anticipated that all construction related inquiries regarding pay estimates, change orders, design revisions, and other electrical technical questions will be administered by GRP Engineering. GRP Engineering will serve as the construction manager for the project while Abonmarche's role will be focused on community outreach and property owner communication.

Our fees and scope listed below assumes that the St. Joseph Street section of the 2015 Line Reconstruction Project will be completed parallel to Phase II of the secondary electrical project. If for some reason this project extends beyond Phase II, Abonmarche will need to develop new costs for the additional time that is required to complete the 2015 Line upgrades.

SCOPE OF SERVICES AND FEES

Construction Activities

Abonmarche will play an active role in communications and facilitation between members of the project team with findings and observations resulting from resident and property owner comments. Below are the scope items and costs that we propose to complete this project.

95 West Main Street
Benton Harbor, MI 49022
269.927.2295

361 First Street
Manistee, MI 49660
231.723.1198

503 Quaker Street
South Haven, MI 49090
269.637.1293

750 Lincoln Way East
South Bend, IN 46601
574.232.8700

341 Airport North Office Park
Fort Wayne, IN 46825
260.497.8823

A. Weekly Progress Meetings \$1,500

Abonmarche will complete weekly progress meetings with City Staff, GRP Engineering, and the contractor. The meetings will be at the same time as the Phase II electrical meetings. During the progress meeting, the project team will decide if new project notifications (door hangers) will be needed and where they will be placed. It is anticipated that construction for the St. Joseph Street work will be completed prior to July 4th.

B. Door Notifications \$1,500

Door notifications will be created and delivered to notify the residents of what to expect during construction, project information, and to provide contact information of the project team.

C. Communication Updates..... \$1000

Abonmarche will develop project updates from the weekly progress meetings and provide to City Staff to post to the City Website. The new 2015 Line Reconstruction information will be included in the current updates that continue to be completed for the Phase II secondary project.

D. Tree Trimming Facilitation and Coordination..... \$1,500

Abonmarche will conduct a site walkthrough with the City's Arborist at the beginning of the project to establish a tree inventory to be used during resident correspondence and/or for the project team's use throughout the project.

Below is a summary of the fees associated with each task.

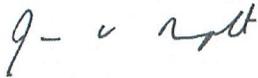
Tasks	Fees
Weekly Progress Meetings	\$1,500
Door Notifications	\$1,500
Communication Updates	\$1,000
Tree Trimming Facilitation and Coordination	\$1,500
Total	\$5,500



The above scope assumes the construction timeframe will run from April 2015 through June 2015 (3 months) as a basis for developing the scope and fees. Your signature in the space provided below will serve as authorization to proceed with this project.

Thank you for the opportunity to work with the City of South Haven. We look forward to assisting you with this project. If you have any questions, please do not hesitate to contact me at (269) 926-4565 or email at jmarquardt@abonmarche.com.

Sincerely,
ABONMARCHE



Jason W. Marquardt, P.E.
Senior Project Engineer



Christopher J. Cook, P.E.
President

Authorized By

Date

cc: Brian Dissette
Timothy R. Drews, P.E.
Tony McGhee

City of South Haven
Abonmarche
Abonmarche





City of South Haven

Dept. 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: Roger Huff, PE, DPW Director

RE: Waste Water Treatment Plant Asset Management Plan

Date: March 31, 2015

Background Information:

The National Pollutant Discharge Elimination System (NPDES) permit process was initiated by The Federal Water Pollution Control Act amendments of 1972. The purpose of the program is to control the discharge of pollutants into surface waters by imposing effluent limitations to protect the environment. Authority to administer this program was delegated to Michigan by the Environmental Protection Agency (EPA) in October of 1973. The authority for NPDES permit issuance rests with the Michigan Department of Environmental Quality (MDEQ).

In compliance with these regulations, the City of South Haven is authorized to discharge from the Wastewater Treatment Plant (WWTP) located at 620 Wells Street to the receiving waters of the Black River under Permit No. MI0020320. A complete application was submitted to MDEQ on May 15, 2013 for the permit expiring on October 1, 2013. On January 13, 2015, the City received the draft NPDES Permit from MDEQ. One of the terms and conditions of this permit requires the preparation of an Asset Management Program. On or before October 1, 2015, the City is required to submit to the MDEQ an Asset Management Plan (AMP) for review and approval. The requirements of the Plan and Program are extensive and are detailed in the attached draft permit. In summary, the MDEQ states: "The requirements of an Asset Management Program contain goals of effective performance, adequate funding, and adequate operator staffing and training. Asset management is a planning process that ensures gaining optimum value for each asset and providing the financial resources to rehabilitate and replace them when necessary; and typically includes five core elements which identify: the current state of the asset, the desired level of service (e.g., per the permit, or for the customer), the most critical asset(s) to sustain performance, the best life cycle cost, and the long term funding strategy to sustain service and performance." Additionally, one of the terms and conditions of this permit requires an up-to-date Operations and Maintenance (O&M) Manual.

Staff requested a proposal from the consulting engineering firm of Hubbell, Roth & Clark, Inc. (HRC) to perform the work related to the Asset Management Plan and Program, and the Operations and Maintenance Manual. HRC successfully completed the City of South Haven Waste Water Treatment Plant Evaluation/Facilities Master Plan in 2010, and has extensive working knowledge to the WWTP facilities, equipment, and operations. This knowledge will provide for efficient preparation of the plan, as well the efficiencies HRC have gained from the preparation of AMPs and O&M manuals for other similar sized WWTPs.

Memorandum

March 31, 2015

Waste Water Treatment Plant Asset Management Plan

Page 2 of 2

There is overlap of the requirements of the NPDES Permit AMP and the Asset Management component of the SAW Grant Project being performed by Abonmarche. City staff, HRC, and Abonmarche have coordinated the scopes of work to ensure there is no duplication of efforts. Efficiency will be gained by incorporation of the collection system AMP into the WWTP AMP as required.

On March 30, 2015, the Board of Public Utilities reviewed and provided unanimous approval of a recommendation to City Council to approve a consulting contract with Hubbell, Roth & Clark, Inc. for the Waste Water Treatment Plant Asset Management Plan.

Recommendation:

Approve a consulting engineering contract with Hubbell, Roth & Clark, Inc. for the Waste Water Treatment Plant Asset Management Plan in the not-to-exceed amount of \$110,000.

Support Material:

DRAFT NPDES Permit

HRC Proposal

PERMIT NO. MI0020320

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY



**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*, as amended; the "Federal Act"); Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); Part 41, Sewerage Systems, of the NREPA; and Michigan Executive Order 2011-1,

City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

is authorized to discharge from the **City of South Haven Wastewater Treatment Plant** located at

620 Wells Street
South Haven, Michigan 49090

designated as **South Haven WWTP**

to the receiving water named the Black River in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this permit.

This permit is based on a complete application submitted on May 15, 2013.

This permit takes effect on April 1, 2015. The provisions of this permit are severable. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term in accordance with applicable laws and rules. On its effective date this permit shall supersede NPDES Permit No. MI0020320, expiring October 1, 2013.

This permit and the authorization to discharge shall expire at midnight, **October 1, 2018**. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit an application which contains such information, forms, and fees as are required by the Department of Environmental Quality (Department) by **April 4, 2018**.

Issued _____

DRAFT – January 13, 2015
Philip Argiroff, Chief
Permits Section
Water Resources Division

PERMIT FEE REQUIREMENTS

In accordance with Section 324.3120 of the NREPA, the permittee shall make payment of an annual permit fee to the Department for each October 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. The fee shall be postmarked by January 15 for notices mailed by December 1. The fee is due no later than 45 days after receiving the notice for notices mailed after December 1.

Annual Permit Fee Classification: Municipal Major, less than 10 MGD (IP)

In accordance with Section 324.3132 of the NREPA, the permittee shall make payment of an annual biosolids land application fee to the Department if the permittee land applies biosolids. In response to the Department's annual notice, the permittee shall submit the fee, which shall be postmarked no later than January 31 of each year.

CONTACT INFORMATION

Unless specified otherwise, all contact with the Department required by this permit shall be made to the Kalamazoo District Supervisor of the Water Resources Division. The Kalamazoo District Office is located at 7953 Adobe Road, Kalamazoo, Michigan 49009-5025, Telephone: 269-567-3500, Fax: 269-567-9440.

CONTESTED CASE INFORMATION

Any person who is aggrieved by this permit may file a sworn petition with the Michigan Administrative Hearing System within the Michigan Department of Licensing and Regulatory Affairs, c/o the Michigan Department of Environmental Quality, setting forth the conditions of the permit which are being challenged and specifying the grounds for the challenge. The Department of Licensing and Regulatory Affairs may reject any petition filed more than 60 days after issuance as being untimely.

PART I

Section A. Limitations and Monitoring Requirements

1. Final Effluent Limitations, Monitoring Point 001A

During the period beginning on the effective date of this permit and lasting until the expiration date of this permit, the permittee is authorized to discharge treated municipal wastewater from Monitoring Point 001A through Outfall 001. Outfall 001 discharges to the Black River. Such discharge shall be limited and monitored by the permittee as specified below.

<u>Parameter</u>	<u>Maximum Limits for Quantity or Loading</u>				<u>Maximum Limits for Quality or Concentration</u>				<u>Monitoring Frequency</u>	<u>Sample Type</u>
	<u>Monthly</u>	<u>7-Day</u>	<u>Daily</u>	<u>Units</u>	<u>Monthly</u>	<u>7-Day</u>	<u>Daily</u>	<u>Units</u>		
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow
Carbonaceous Biochemical Oxygen Demand (CBOD ₅)										
May 1 – Sep. 30	370	---	460	lbs/day	20	---	25	mg/l	5x/week	24-Hr Composite
Oct. 1 – Apr. 30	460	730	---	lbs/day	25	40	---	mg/l	5x/week	24-Hr Composite
Total Suspended Solids (TSS)										
	550	820	---	lbs/day	30	45	---	mg/l	5x/week	24-Hr Composite
Ammonia Nitrogen (as N)										
May 1 – Sep. 30	170	---	---	lbs/day	(report)	---	---	mg/l	5x/week	24-Hr Composite
Oct. 1 – Apr. 30	---	---	---	---	(report)	---	---	mg/l	5x/week	24-Hr Composite
Total Phosphorus (as P)										
	18	---	---	lbs/day	1.0	---	---	mg/l	Daily	24-Hr Composite
Fecal Coliform Bacteria	---	---	---	---	200	400	---	cts/100 ml	Daily	Grab
Total Residual Chlorine	---	---	---	---	---	---	38	µg/l	Daily	Grab
Total Mercury										
– Corrected	(report)	---	---	lbs/day	(report)	---	---	ng/l	Quarterly	Calculation
– Uncorrected	(report)	---	---	lbs/day	(report)	---	---	ng/l	Quarterly	Grab
– Field Duplicate	---	---	---	---	(report)	---	---	ng/l	Quarterly	Grab
– Field Blank	---	---	---	---	(report)	---	---	ng/l	Quarterly	Preparation
– Laboratory Method Blank	---	---	---	---	(report)	---	---	ng/l	Quarterly	Preparation
	12-Month Rolling Average				12-Month Rolling Average					
Total Mercury	0.000055	---	---	lbs/day	3.0	---	---	ng/l	Quarterly	Calculation
					Minimum Monthly					
CBOD ₅ Minimum % Removal										
Oct. 1 – Apr. 30	---	---	---	---	85	---	---	%	Monthly	Calculation
Total Suspended Solids Minimum % Removal										
	---	---	---	---	85	---	---	%	Monthly	Calculation

Minimum

Maximum

PART I

Section A. Limitations and Monitoring Requirements

					<u>Daily</u>		<u>Daily</u>			
pH	---	---	---	---	6.5	---	9.0	S.U.	Daily	Grab
Dissolved Oxygen	---	---	---	---	3.0	---	---	mg/l	Daily	Grab

The following design flow was used in determining the above limitations, but is not to be considered a limitation or actual capacity: 2.19 MGD

- a. **Narrative Standard**
The receiving water shall contain no turbidity, color, oil films, floating solids, foams, settleable solids, or deposits as a result of this discharge in unnatural quantities which are or may become injurious to any designated use.
- b. **Sampling Locations**
Samples for CBOD₅, Total Suspended Solids, Ammonia Nitrogen, and Total Phosphorus shall be taken prior to disinfection. Samples for Dissolved Oxygen, Fecal Coliform Bacteria, Total Mercury, Total Residual Chlorine, and pH shall be taken after disinfection. The Department may approve alternate sampling locations which are demonstrated by the permittee to be representative of the effluent.
- c. **Quarterly Monitoring**
Quarterly samples shall be taken during the months of January, April, July, and October. If the facility does not discharge during these months, the permittee shall sample the next discharge occurring during that quarter. If the facility does not discharge during a quarter, a sample is not required for that quarter. For any month in which a sample is not taken, the permittee shall enter “*G” on the Discharge Monitoring Report.
- d. **Total Residual Chlorine**
Compliance with the Total Residual Chlorine limit shall be determined on the basis of one or more grab samples. If more than one (1) sample per day is taken, the additional samples shall be collected in near equal intervals over at least eight (8) hours. The samples shall be analyzed immediately upon collection and the average reported as the daily concentration. Samples shall be analyzed in accordance with Part II.B.2. of this permit.
- e. **Percent Removal Requirements**
These requirements shall be calculated based on the monthly (30-day) effluent CBOD₅ and Total Suspended Solids concentrations and the monthly influent concentrations for approximately the same period.
- f. **Final Effluent Limitation for Total Mercury**
The final limit for Total Mercury is the Discharge Specific Level Currently Achievable (LCA) based on a multiple discharger variance from the water quality-based effluent limit of 1.3 ng/l, pursuant to Rule 323.1103(9) of the Water Quality Standards. Compliance with the LCA shall be determined as a 12-month rolling average, the calculation of which may be done using blank-corrected sample results. The 12-month rolling average shall be determined by adding the present monthly average result to the preceding 11 monthly average results then dividing the sum by 12. For facilities with quarterly monitoring requirements for Total Mercury, quarterly monitoring shall be equivalent to 3 months of monitoring in calculating the 12-month rolling average. Facilities that monitor more frequently than monthly for Total Mercury must determine the monthly average result, which is the sum of the results of all data obtained in a given month divided by the total number of samples taken, in order to calculate the 12-month rolling average. If the 12-month rolling average for any quarter is less than or equal to the LCA, the permittee will be considered to be in compliance for Total Mercury for that quarter, provided the permittee is also in full compliance with the Pollutant Minimization Program for Total Mercury, set forth in Part I.A.3.

PART I**Section A. Limitations and Monitoring Requirements**

g. Total Mercury Testing and Additional Reporting Requirements

The analytical protocol for Total Mercury shall be in accordance with EPA Method 1631, Revision E, "Mercury in Water by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry," EPA-821-R-02-019, August 2002. The quantification level for Total Mercury shall be 0.5 ng/l, unless a higher level is appropriate because of sample matrix interference. Justification for higher quantification levels shall be submitted to the Department within 30 days of such determination.

The use of clean technique sampling procedures is required unless the permittee can demonstrate to the Department that an alternative sampling procedure is representative of the discharge. Guidance for clean technique sampling is contained in EPA Method 1669, "Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels," EPA-821-R96-001, July 1996. Information and data documenting the permittee's sampling and analytical protocols and data acceptability shall be submitted to the Department upon request.

In order to demonstrate compliance with EPA Method 1631E and EPA Method 1669, the permittee shall report, on the daily sheet, the analytical results of all field blanks and field duplicates collected in conjunction with each sampling event, as well as laboratory method blanks when used for blank correction. The permittee shall collect at least one (1) field blank and at least one (1) field duplicate per sampling event. If more than ten (10) samples are collected during a sampling event, the permittee shall collect at least one (1) additional field blank AND field duplicate for every ten (10) samples collected. Only field blanks or laboratory method blanks may be used to calculate a concentration lower than the actual sample analytical results (i.e. a blank correction). Only one (1) blank (field OR laboratory method) may be used for blank correction of a given sample result, and only if the blank meets the quality control acceptance criteria. If blank correction is not performed on a given sample analytical result, the permittee shall report under 'Total Mercury – Corrected' the same value reported under 'Total Mercury – Uncorrected.' The field duplicate is for quality control purposes only; its analytical result shall not be averaged with the sample result.

PART I

Section A. Limitations and Monitoring Requirements

acenaphthene	acenaphthylene	anthracene	benzidine
benzo(a)anthracene	benzo(a)pyrene	3,4-benzofluoranthene	benzo(ghi)perylene
benzo(k)fluoranthene	bis(2-chloroethoxy)methane	bis(2-chloroethyl)ether	bis(2-chloroisopropyl)ether
bis(2-ethylhexyl)phthalate	4-bromophenyl phenyl ether	butyl benzyl phthalate	2-chloronaphthalene
4-chlorophenyl phenyl ether	chrysene	di-n-butyl phthalate	di-n-octyl phthalate
dibenzo(a,h)anthracene	1,2-dichlorobenzene	1,3-dichlorobenzene	1,4-dichlorobenzene
3,3'-dichlorobenzidine	diethyl phthalate	dimethyl phthalate	2,4-dinitrotoluene
2,6-dinitrotoluene	1,2-diphenylhydrazine	fluoranthene	fluorene
Hexachlorobenzene	hexachlorobutadiene	hexachlorocyclo-pentadiene	hexachloroethane
indeno(1,2,3-cd)pyrene	isophorone	naphthalene	nitrobenzene
n-nitrosodi-n-propylamine	n-nitrosodimethylamine	n-nitrosodiphenylamine	phenanthrene
pyrene	1,2,4-trichlorobenzene		

3. Pollutant Minimization Program for Total Mercury

The goal of the Pollutant Minimization Program is to maintain the effluent concentration of total mercury at or below 1.3 ng/l. The permittee shall continue to implement the Pollutant Minimization Program approved on September 1, 2005, and modifications thereto, to proceed toward the goal. The Pollutant Minimization Program includes the following:

- an annual review and semi-annual monitoring of potential sources of mercury entering the wastewater collection system;
- a program for quarterly monitoring of influent and periodic monitoring of sludge for mercury; and
- implementation of reasonable cost-effective control measures when sources of mercury are discovered. Factors to be considered include significance of sources, economic considerations, and technical and treatability considerations.

On or before March 31 of each year, the permittee shall submit a status report for the previous calendar year to the Department that includes 1) the monitoring results for the previous year, 2) an updated list of potential mercury sources, and 3) a summary of all actions taken to reduce or eliminate identified sources of mercury.

Any information generated as a result of the Pollutant Minimization Program set forth in this permit may be used to support a request to modify the approved program or to demonstrate that the Pollutant Minimization Program requirement has been completed satisfactorily.

A request for modification of the approved program and supporting documentation shall be submitted in writing to the Department for review and approval. The Department may approve modifications to the approved program (approval of a program modification does not require a permit modification), including a reduction in the frequency of the requirements under items a. and b.

This permit may be modified in accordance with applicable laws and rules to include additional mercury conditions and/or limitations as necessary.

4. Untreated or Partially Treated Sewage Discharge Reporting and Testing Requirements

In accordance with Section 324.3112a of the NREPA, if untreated sewage, including sanitary sewer overflows (SSO) and combined sewer overflows (CSO), or partially treated sewage is directly or indirectly discharged from a sewer system onto land or into the waters of the state, the entity responsible for the sewer system shall immediately, but not more than 24 hours after the discharge begins, notify, by telephone, the Department, local health departments, a daily newspaper of general circulation in the county in which the permittee is located, and

PART I

Section A. Limitations and Monitoring Requirements

a daily newspaper of general circulation in the county or counties in which the municipalities whose waters may be affected by the discharge are located that the discharge is occurring.

The permittee shall also annually contact municipalities, including the superintendent of a public drinking water supply with potentially affected intakes, whose waters may be affected by the permittee's discharge of combined sewage, and if those municipalities wish to be notified in the same manner as specified above, the permittee shall provide such notification. Such notification shall also include a daily newspaper in the county of the affected municipality.

At the conclusion of the discharge, written notification shall be submitted in accordance with and on the "Report of Discharge Form" available via the internet at: <http://www.deq.state.mi.us/csosso/>, or, alternatively for combined sewer overflow discharges, in accordance with notification procedures approved by the Department.

In addition, in accordance with Section 324.3112a of the NREPA, each time a discharge of untreated sewage or partially treated sewage occurs, the permittee shall test the affected waters for *Escherichia coli* to assess the risk to the public health as a result of the discharge and shall provide the test results to the affected local county health departments and to the Department. The testing shall be done at locations specified by each affected local county health department but shall not exceed 10 tests for each separate discharge event. The affected local county health department may waive this testing requirement, if it determines that such testing is not needed to assess the risk to the public health as a result of the discharge event. The results of this testing shall be submitted with the written notification required above, or, if the results are not yet available, submit them as soon as they become available. This testing is not required, if the testing has been waived by the local health department, or if the discharge(s) did not affect surface waters.

Permittees accepting sanitary or municipal sewage from other sewage collection systems are encouraged to notify the owners of those systems of the above reporting and testing requirements.

5. Facility Contact

The "Facility Contact" was specified in the application. The permittee may replace the facility contact at any time, and shall notify the Department in writing within 10 days after replacement (including the name, address and telephone number of the new facility contact).

- a. The facility contact shall be (or a duly authorized representative of this person):
 - for a corporation, a principal executive officer of at least the level of vice president; or a designated representative if the representative is responsible for the overall operation of the facility from which the discharge originates, as described in the permit application or other NPDES form,
 - for a partnership, a general partner,
 - for a sole proprietorship, the proprietor, or
 - for a municipal, state, or other public facility, either a principal executive officer, the mayor, village president, city or village manager or other duly authorized employee.
- b. A person is a duly authorized representative only if:
 - the authorization is made in writing to the Department by a person described in paragraph a. of this section; and
 - the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the facility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

Nothing in this section obviates the permittee from properly submitting reports and forms as required by law.

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Section A. Limitations and Monitoring Requirements

6. Monthly Operating Reports

Part 41 of Act 451 of 1994 as amended, specifically Section 324.4106 and associated R 299.2953, requires that the permittee file with the Department, on forms prescribed by the Department, reports showing the effectiveness of the treatment facility operation and the quantity and quality of liquid wastes discharged into waters of the state.

Since this permit includes modifications to the monitoring requirements in the previously-issued permit, the previously approved treatment facility monitoring program shall be revised. Within thirty (30) days of the effective date of this permit, the permittee shall submit to the Department a revised treatment facility monitoring program to meet this requirement. Upon approval by the Department the permittee shall implement the revised treatment facility monitoring program. The reporting forms and guidance are available on the DEQ web site at http://www.michigan.gov/deq/0,1607,7-135-3313_44117---,00.html. The permittee may use alternative operating forms if they are consistent with the approved monitoring program. These forms shall be maintained on site and shall be provided to the Department for review upon request. These treatment facility monitoring records shall be maintained for a minimum of three years.

7. Asset Management

The permittee shall at all times properly operate and maintain all facilities (i.e., the sewer system and treatment works as defined in Part 41 of the NREPA), and control systems installed or used by the permittee to operate the sewer system and treatment works and achieve and maintain compliance with the conditions of this permit (also see Part II.D.3 of this permit). The requirements of an Asset Management Program function to achieve the goals of effective performance, adequate funding, and adequate operator staffing and training. Asset management is a planning process for ensuring that optimum value is gained for each asset and that financial resources are available to rehabilitate and replace those assets when necessary. Asset management is centered on a framework of five (5) core elements: the current state of the assets; the required sustainable level of service; the assets critical to sustained performance; the minimum life-cycle costs; and the best long-term funding strategy.

a. Asset Management Program Requirements

On or before October 1, 2015, the permittee shall submit to the Department an Asset Management Plan for review and approval. An approvable Asset Management Plan shall contain a schedule for the development and implementation of an Asset Management Program that meets the requirements outlined below in 1) – 4). A copy of any Asset Management Program requirements already completed by the permittee should be submitted as part of the Asset Management Plan. Upon approval by the Department the permittee shall implement the Asset Management Plan. (The permittee may choose to include the Operation and Maintenance Manual required under Part II.C.14. of this permit as part of their Asset Management Program).

1) *Maintenance Staff.* The permittee shall provide an adequate staff to carry out the operation, maintenance, repair, and testing functions required to ensure compliance with the terms and conditions of this permit. The level of staffing needed shall be determined by taking into account the work involved in operating the sewer system and treatment works, planning for and conducting maintenance, and complying with this permit.

2) *Collection System Map.* The permittee shall complete a map of the sewer collection system it owns and operates. The map shall be of sufficient detail and at a scale to allow easy interpretation. The collection system information shown on the map shall be based on current conditions and shall be kept up-to-date and available for review by the Department. **Note: Items below referencing combined sewer systems are not applicable to separate sewer systems.** Such map(s) shall include but not be limited to the following:

- a) all sanitary sewer lines and related manholes;
- b) all combined sewer lines, related manholes, catch basins and CSO regulators;

PART I**Section A. Limitations and Monitoring Requirements**

- c) all known or suspected connections between the sanitary sewer or combined sewer and storm drain systems;
 - d) all outfalls, including the treatment plant outfall(s), combined sewer treatment facility outfalls, untreated CSOs, and any known SSOs;
 - e) all pump stations and force mains;
 - f) the wastewater treatment facility(ies), including all treatment processes;
 - g) all surface waters (labeled);
 - h) other major appurtenances such as inverted siphons and air release valves;
 - i) a numbering system which uniquely identifies manholes, catch basins, overflow points, regulators and outfalls;
 - j) the scale and a north arrow;
 - k) the pipe diameter, date of installation, type of material, distance between manholes, and the direction of flow; and
 - l) the manhole interior material, rim elevation (optional), and invert elevations.
- 3) *Inventory and assessment of fixed assets.* The permittee shall complete an inventory and assessment of operations-related fixed assets. Fixed assets are assets that are normally stationary (e.g., pumps, blowers, and buildings). The inventory and assessment shall be based on current conditions and shall be kept up-to-date and available for review by the Department.
- a) The fixed asset inventory shall include the following:
 - (1) a brief description of the fixed asset, its design capacity (e.g., pump: 120 gallons per minute), its level of redundancy, and its tag number if applicable;
 - (2) the location of the fixed asset;
 - (3) the year the fixed asset was installed;
 - (4) the present condition of the fixed asset (e.g., excellent, good, fair, poor);
 - (5) the depreciated value of the fixed asset in dollars for year specified in accordance with approved schedules; and
 - (6) the current fixed asset (replacement) cost in dollars for year specified in accordance with approved schedules;
 - b) The fixed asset assessment shall include a "Business Risk Evaluation" that combines the probability of failure of the fixed asset and the criticality of the fixed asset, as follows:
 - (1) Rate the probability of failure of the fixed asset on a scale of 1-5 (low to high) using criteria such as maintenance history, failure history, and remaining percentage of useful life (or years remaining);
 - (2) Rate the criticality of the fixed asset on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service for the facility; and

PART I**Section A. Limitations and Monitoring Requirements**

(3) Compute the Business Risk Factor of the fixed asset by multiplying the failure rating from (1) by the criticality rating from (2).

4) *Operation, Maintenance & Replacement (OM&R) Budget and Rate Sufficiency for the Sewer System and Treatment Works.* The permittee shall complete an assessment of its user rates and replacement fund, including the following:

- a) beginning and end dates of fiscal year;
- b) name of the department, committee, board, or other organization that sets rates for the operation of the sewer system and treatment works;
- c) amount in the permittee's replacement fund in dollars for year specified in accordance with approved schedules;
- d) replacement fund of all assets with a useful life of 20 years or less;
- e) expenditures for maintenance, corrective action and capital improvement taken during the fiscal year;
- f) OM&R budget for the fiscal year; and
- g) rate calculation demonstrating sufficient revenues to cover OM&R expenses. If the rate calculation shows there are insufficient revenues to cover OM&R expenses, the permittee shall document, within three (3) fiscal years after submittal of the Asset Management Plan, that there is at least one rate adjustment that reduces the revenue gap by at least 10 percent. The ultimate goal of the Asset Management Program is to ensure sufficient revenues to cover OM&R expenses.

b. Reporting

The permittee shall develop a written report that summarizes asset management activities completed during the previous year and planned for the upcoming year. The written report shall be submitted to the Department on or before July 31 of each year. The written report shall include:

- 1) a description of the staffing levels maintained during the year;
- 2) a description of inspections and maintenance activities conducted and corrective actions taken during the previous year;
- 3) expenditures for collection system maintenance activities, treatment works maintenance activities, corrective actions, and capital improvement during the previous year;
- 4) a summary of assets/areas identified for inspection/action (including capital improvement) in the upcoming year based on the five (5) core elements and the Business Risk Factors;
- 5) a maintenance budget and capital improvement budget for the upcoming year that take into account implementation of an effective Asset Management Program that meets the five (5) core elements;
- 6) an updated asset inventory based on the original submission; and
- 7) an updated OM&R budget with an updated rate schedule that includes the amount of insufficient revenues, if any.

PART I**Section B. Industrial Waste Pretreatment Program****1. Michigan Industrial Pretreatment Program**

- a. The permittee shall implement the Michigan Industrial Pretreatment Program approved on August 5, 1985, and any subsequent modifications approved up to the issuance of this permit.
- b. The permittee shall comply with R 323.2301 through R 323.2317 of the Michigan Administrative Code (Part 23 Rules) and the approved Michigan Industrial Pretreatment Program.
- c. The permittee shall have the legal authority and necessary interjurisdictional agreements that provide the basis for the implementation and enforcement of the approved Michigan Industrial Pretreatment Program throughout the service area. The legal authority and necessary interjurisdictional agreements shall include, at a minimum, the authority to carry out the activities specified in R 323.2306(a).
- d. The permittee shall develop procedures which describe, in sufficient detail, program commitments which enable implementation of the approved Michigan Industrial Pretreatment Program and the Part 23 Rules in accordance with R 323.2306(c).
- e. The permittee shall establish an interjurisdictional agreement (or comparable document) with all tributary governmental jurisdictions. Each interjurisdictional agreement shall contain, at a minimum, the following:
 - 1) identification of the agency responsible for the implementation and enforcement of the approved Michigan Industrial Pretreatment Program within the tributary governmental jurisdiction's boundaries; and
 - 2) the provision of the legal authority which provides the basis for the implementation and enforcement of the approved Michigan Industrial Pretreatment Program within the tributary governmental jurisdiction's boundaries.
- f. The permittee shall prohibit discharges that:
 - 1) cause, in whole or in part, the permittee's failure to comply with any condition of this permit or the NREPA;
 - 2) restrict, in whole or in part, the permittee's management of biosolids;
 - 3) cause, in whole or in part, operational problems at the treatment facility or in its collection system;
 - 4) violate any of the general or specific prohibitions identified in R 323.2303(1) and (2);
 - 5) violate categorical standards identified in R 323.2311; and
 - 6) violate local limits established in accordance with R 323.2303(4).
- g. The permittee shall maintain a list of its nondomestic users that meet the criteria of a significant industrial user as identified in R 323.2302(cc).
- h. The permittee shall develop an enforcement response plan which describes, in sufficient detail, program commitments which will enable the enforcement of the approved Michigan Industrial Pretreatment Program and the Part 23 Rules in accordance with R 323.2306(g).
- i. The Department may require modifications to the approved Michigan Industrial Pretreatment Program which are necessary to ensure compliance with the Part 23 Rules in accordance with R 323.2309.

PART I**Section B. Industrial Waste Pretreatment Program**

- j. The permittee shall not implement changes or modifications to the approved Michigan Industrial Pretreatment Program without notification to the Department.
- k. The permittee shall maintain an adequate revenue structure and staffing level for effective implementation of the approved Michigan Industrial Pretreatment Program.
- l. The permittee shall develop and maintain, for a minimum of three (3) years, all records and information necessary to determine nondomestic user compliance with the Part 23 Rules and the approved Michigan Industrial Pretreatment Program. This period of retention shall be extended during the course of any unresolved enforcement action or litigation regarding a nondomestic user or when requested by the Department or the United States Environmental Protection Agency. All of the aforementioned records and information shall be made available upon request for inspection and copying by the Department and the United States Environmental Protection Agency.
- m. The permittee shall evaluate the approved Michigan Industrial Pretreatment Program for compliance with the Part 23 Rules and the prohibitions set forth in item f. above. Based upon this evaluation, the permittee shall propose to the Department all necessary changes or modifications to the approved Michigan Industrial Pretreatment Program no later than the next Industrial Pretreatment Program Annual Report due date (see item o. below).
- n. The permittee shall develop and enforce local limits to implement the prohibitions set forth in item f. above. Local limits shall be based upon data representative of actual conditions demonstrated in a maximum allowable headworks loading analysis.
- o. On or before April 1 of each year, the permittee shall submit to the Department, as required by R 323.2310(8), an Industrial Pretreatment Program Annual Report on the status of program implementation and enforcement activities. The reporting period shall begin on January 1 and end on December 31. At a minimum, the Industrial Pretreatment Program Annual Report shall contain the following items:
 - 1) additions, deletions, and any other modifications to the permittee's previously submitted nondomestic user inventory (R 323.2306(c)(i));
 - 2) additions, deletions, and any other modifications to the permittee's approved Significant Industrial User List (R 323.2306(h));
 - 3) a listing of the names of Significant Industrial Users not inspected by the permittee at least once during the reporting period or at the frequency committed to in the approved Michigan Industrial Pretreatment Program;
 - 4) a listing of the names of Significant Industrial Users not sampled for all required pollutants by the permittee at least once during the reporting period or at the frequency committed to in the approved Michigan Industrial Pretreatment Program;
 - 5) a listing of the names of Significant Industrial Users without a permit at any time during the reporting period;
 - 6) a listing of the names of categorical industrial users in significant noncompliance for each of the criteria defined in R 323.2302(dd)(i)-(viii);
 - 7) proof of publication of all categorical industrial users in significant noncompliance in the largest daily newspaper in the municipality in which the permittee is located;

PART I**Section B. Industrial Waste Pretreatment Program**

- 8) a summary of the enforcement activities by the permittee during the report period. This Summary shall include:
- a) a listing of the names of nondomestic users which were the subject of an enforcement action;
 - b) the enforcement action taken and the date the action was taken; and
 - c) whether the nondomestic user returned to compliance by the end of the reporting period (include date nondomestic user returned to compliance).
- 9) a listing of the names of Significant Industrial Users who did not submit pretreatment reports in accordance with requirements specified in their permit during the reporting period;
- 10) a listing of the names of Significant Industrial Users who did not self-monitor in accordance with requirements specified in their permit during the reporting period;
- 11) a summary of results of all the sampling and analyses performed of the wastewater treatment plant's influent, effluent, and biosolids conducted in accordance with approved methods during the reporting period. The summary shall include the monthly average, daily maximum, quantification level, and number of samples analyzed for each pollutant. At a minimum, the results of analyses for all locally limited parameters for at least one monitoring event that tests influent, effluent and biosolids during the reporting period shall be submitted with each report, unless otherwise required by the Department. Sample collection shall be at intervals sufficient to provide pollutant removal rates, unless the pollutant is not measurable; and
- 12) any other relevant information as requested by the Department.

PART I**Section C. Residuals Management Program****1. Residuals Management Program for Land Application of Biosolids**

The permittee is authorized to land-apply bulk biosolids or prepare bulk biosolids for land application in accordance with the permittee's approved Residuals Management Program (RMP) approved on March 26, 2001 and approved modifications thereto in accordance with the requirements established in R 323.2401 through R 323.2418 of the Michigan Administrative Code (Part 24 Rules). The approved RMP, and any approved modifications thereto, are enforceable requirements of this permit. Incineration, landfilling and other residual disposal activities shall be conducted in accordance with Part II.D.7. of this permit. The Part 24 Rules can be obtained via the internet (<http://www.michigan.gov/deq/> and on the left side of the screen click on Water, Biosolids & Industrial Pretreatment, Biosolids then click on Biosolids laws and Rules Information which is under the Laws & Rules banner in the center of the screen).

a. Annual Report

On or before October 30 of each year, the permittee shall submit to the Biosolids Program, Water Resources Division, Department of Environmental Quality, P.O. Box 30458, Lansing, MI 48909-7958 for the previous fiscal year of October 1 through September 30. At a minimum, the report shall contain:

1) a certification that current residuals management practices are in accordance with the approved RMP, or a proposal for modification to the approved RMP; and

2) a completed Biosolids Annual Report Form which can be obtained via the internet (<http://www.michigan.gov/deq/> and on the left side of the screen click on Water, Biosolids & Industrial Pretreatment, Biosolids then click on Biosolids Annual Report Form which is under the Downloads banner in the center of the screen) or from the Department.

b. Modifications to the Approved RMP

Prior to implementation of modifications to the RMP, the permittee shall submit proposed modifications to the Department for approval. The approved modification shall become effective upon the date of approval. Upon written notification, the Department may impose additional requirements and/or limitations to the approved RMP as necessary to protect public health and the environment from any adverse effect of a pollutant in the biosolids.

c. Record Keeping

Records required by the Part 24 Rules shall be kept for a minimum of five years. However, the records documenting cumulative loading for sites subject to cumulative pollutant loading rates shall be kept as long as the site receives biosolids.

d. Contact Information

RMP related submittals to the Department shall be to the Kalamazoo District Supervisor of the Water Resources Division. The Kalamazoo District Office is located at 7953 Adobe Road, Kalamazoo Michigan, 49009-5025 Telephone: 269-567-3500, Fax: 269-567-9440.

PART II

Part II may include terms and /or conditions not applicable to discharges covered under this permit.

Section A. Definitions

Acute toxic unit (TU_A) means $100/LC_{50}$ where the LC_{50} is determined from a whole effluent toxicity (WET) test which produces a result that is statistically or graphically estimated to be lethal to 50% of the test organisms.

Annual monitoring frequency refers to a calendar year beginning on January 1 and ending on December 31. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Authorized public agency means a state, local, or county agency that is designated pursuant to the provisions of section 9110 of Part 91 of the NREPA to implement soil erosion and sedimentation control requirements with regard to construction activities undertaken by that agency.

Best management practices (BMPs) means structural devices or nonstructural practices that are designed to prevent pollutants from entering into storm water, to direct the flow of storm water, or to treat polluted storm water.

Bioaccumulative chemical of concern (BCC) means a chemical which, upon entering the surface waters, by itself or as its toxic transformation product, accumulates in aquatic organisms by a human health bioaccumulation factor of more than 1000 after considering metabolism and other physiochemical properties that might enhance or inhibit bioaccumulation. The human health bioaccumulation factor shall be derived according to R 323.1057(5). Chemicals with half-lives of less than 8 weeks in the water column, sediment, and biota are not BCCs. The minimum bioaccumulation concentration factor (BAF) information needed to define an organic chemical as a BCC is either a field-measured BAF or a BAF derived using the biota-sediment accumulation factor (BSAF) methodology. The minimum BAF information needed to define an inorganic chemical as a BCC, including an organometal, is either a field-measured BAF or a laboratory-measured bioconcentration factor (BCF). The BCCs to which these rules apply are identified in Table 5 of R 323.1057 of the Water Quality Standards.

Biosolids are the solid, semisolid, or liquid residues generated during the treatment of sanitary sewage or domestic sewage in a treatment works. This includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a derivative of the removed scum or solids.

Bulk biosolids means biosolids that are not sold or given away in a bag or other container for application to a lawn or home garden.

Certificate of Coverage (COC) is a document, issued by the Department, which authorizes a discharge under a general permit.

Chronic toxic unit (TU_C) means $100/MATC$ or $100/IC_{25}$, where the maximum acceptable toxicant concentration (MATC) and IC_{25} are expressed as a percent effluent in the test medium.

Class B biosolids refers to material that has met the Class B pathogen reduction requirements or equivalent treatment by a Process to Significantly Reduce Pathogens (PSRP) in accordance with the Part 24 Rules. Processes include aerobic digestion, composting, anaerobic digestion, lime stabilization and air drying.

Combined sewer system is a sewer system in which storm water runoff is combined with sanitary wastes.

PART II

Section A. Definitions

Daily concentration is the sum of the concentrations of the individual samples of a parameter divided by the number of samples taken during any calendar day. If the parameter concentration in any sample is less than the quantification limit, regard that value as zero when calculating the daily concentration. The daily concentration will be used to determine compliance with any maximum and minimum daily concentration limitations (except for pH and dissolved oxygen). When required by the permit, report the maximum calculated daily concentration for the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the Discharge Monitoring Reports (DMRs).

For pH, report the maximum value of any *individual* sample taken during the month in the "MAXIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs and the minimum value of any *individual* sample taken during the month in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs. For dissolved oxygen, report the minimum concentration of any *individual* sample in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs.

Daily loading is the total discharge by weight of a parameter discharged during any calendar day. This value is calculated by multiplying the daily concentration by the total daily flow and by the appropriate conversion factor. The daily loading will be used to determine compliance with any maximum daily loading limitations. When required by the permit, report the maximum calculated daily loading for the month in the "MAXIMUM" column under "QUANTITY OR LOADING" on the DMRs.

Daily monitoring frequency refers to a 24-hour day. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Department means the Michigan Department of Environmental Quality.

Detection level means the lowest concentration or amount of the target analyte that can be determined to be different from zero by a single measurement at a stated level of probability.

Discharge means the addition of any waste, waste effluent, wastewater, pollutant, or any combination thereof to any surface water of the state.

Discharge point is the location where the point source discharge is directed to surface waters of the state or to a separate storm sewer. It includes the location of all point source discharges where storm water exits the facility, including *outfalls* which discharge directly to surface waters of the state, and *points of discharge* which discharge directly into separate storm sewer systems.

EC₅₀ means a statistically or graphically estimated concentration that is expected to cause 1 or more specified effects in 50% of a group of organisms under specified conditions.

Fecal coliform bacteria monthly

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a discharge event. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR. If the period in which the discharge event occurred was partially in each of two months, the calculated monthly value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria monthly is the geometric mean of all daily concentrations determined during a reporting month. Days on which no daily concentration is determined shall not be used to determine the calculated monthly value. The calculated monthly value will be used to determine compliance with the maximum monthly fecal coliform bacteria limitations. When required by the permit, report the calculated monthly value in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR.

PART II

Section A. Definitions

Fecal coliform bacteria 7-day

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days of discharge during a discharge event. If the number of daily concentrations determined during the discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean value for the month in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMRs. If the 7-day period was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – Fecal coliform bacteria 7-day is the geometric mean of the daily concentrations determined during any 7 consecutive days in a reporting month. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. Days on which no daily concentration is determined shall not be used to determine the value. The calculated 7-day value will be used to determine compliance with the maximum 7-day fecal coliform bacteria limitations. When required by the permit, report the maximum calculated 7-day geometric mean for the month in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMRs. The first calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

Flow-proportioned sample is a composite sample with the sample volume proportional to the effluent flow.

General permit means a National Pollutant Discharge Elimination System permit issued authorizing a category of similar discharges.

Geometric mean is the average of the logarithmic values of a base 10 data set, converted back to a base 10 number.

Grab sample is a single sample taken at neither a set time nor flow.

IC₂₅ means the toxicant concentration that would cause a 25% reduction in a nonquantal biological measurement for the test population.

Illicit connection means a physical connection to a municipal separate storm sewer system that primarily conveys non-storm water discharges other than uncontaminated groundwater into the storm sewer; or a physical connection not authorized or permitted by the local authority, where a local authority requires authorization or a permit for physical connections.

Illicit discharge means any discharge to, or seepage into, a municipal separate storm sewer system that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or litter; collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

Individual permit means a site-specific NPDES permit.

Inlet means a catch basin, roof drain, conduit, drain tile, retention pond riser pipe, sump pump, or other point where storm water or wastewater enters into a closed conveyance system prior to discharge off site or into waters of the state.

PART II

Section A. Definitions

Interference is a discharge which, alone or in conjunction with a discharge or discharges from other sources, both: 1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and 2) therefore, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or, of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act. [This definition does not apply to sample matrix interference].

Land application means spraying or spreading biosolids or a biosolids derivative onto the land surface, injecting below the land surface, or incorporating into the soil so that the biosolids or biosolids derivative can either condition the soil or fertilize crops or vegetation grown in the soil.

LC₅₀ means a statistically or graphically estimated concentration that is expected to be lethal to 50% of a group of organisms under specified conditions.

Maximum acceptable toxicant concentration (MATC) means the concentration obtained by calculating the geometric mean of the lower and upper chronic limits from a chronic test. A lower chronic limit is the highest tested concentration that did not cause the occurrence of a specific adverse effect. An upper chronic limit is the lowest tested concentration which did cause the occurrence of a specific adverse effect and above which all tested concentrations caused such an occurrence.

Maximum extent practicable means implementation of best management practices by a public body to comply with an approved storm water management program as required by a national permit for a municipal separate storm sewer system, in a manner that is environmentally beneficial, technically feasible, and within the public body's legal authority.

MGD means million gallons per day.

Monthly concentration is the sum of the daily concentrations determined during a reporting period divided by the number of daily concentrations determined. The calculated monthly concentration will be used to determine compliance with any maximum monthly concentration limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly concentration in the "AVERAGE" column under "QUALITY OR CONCENTRATION" on the DMR.

For minimum percent removal requirements, the monthly influent concentration and the monthly effluent concentration shall be determined. The calculated monthly percent removal, which is equal to 100 times the quantity [1 minus the quantity (monthly effluent concentration divided by the monthly influent concentration)], shall be reported in the "MINIMUM" column under "QUALITY OR CONCENTRATION" on the DMRs.

Monthly loading is the sum of the daily loadings of a parameter divided by the number of daily loadings determined during a reporting period. The calculated monthly loading will be used to determine compliance with any maximum monthly loading limitations. Days with no discharge shall not be used to determine the value. When required by the permit, report the calculated monthly loading in the "AVERAGE" column under "QUANTITY OR LOADING" on the DMR.

Monthly monitoring frequency refers to a calendar month. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Municipal separate storm sewer means a conveyance or system of conveyances designed or used for collecting or conveying storm water which is not a combined sewer and which is not part of a publicly-owned treatment works as defined in the Code of Federal Regulations at 40 CFR 122.2.

PART II

Section A. Definitions

Municipal separate storm sewer system (MS4) means all separate storm sewers that are owned or operated by the United States, a state, city, village, township, county, district, association, or other public body created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law, such as a sewer district, flood control district, or drainage district, or similar entity, or a designated or approved management agency under Section 208 of the Federal Act that discharges to the waters of the state. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

National Pretreatment Standards are the regulations promulgated by or to be promulgated by the Federal Environmental Protection Agency pursuant to Section 307(b) and (c) of the Federal Act. The standards establish nationwide limits for specific industrial categories for discharge to a POTW.

No observed adverse effect level (NOAEL) means the highest tested dose or concentration of a substance which results in no observed adverse effect in exposed test organisms where higher doses or concentrations result in an adverse effect.

Noncontact cooling water is water used for cooling which does not come into direct contact with any raw material, intermediate product, by-product, waste product or finished product.

Nondomestic user is any discharger to a POTW that discharges wastes other than or in addition to water-carried wastes from toilet, kitchen, laundry, bathing or other facilities used for household purposes.

Outfall is the location at which a point source discharge enters the surface waters of the state.

Part 91 agency means an agency that is designated by a county board of commissioners pursuant to the provisions of section 9105 of Part 91 of the NREPA; an agency that is designated by a city, village, or township in accordance with the provisions of section 9106 of Part 91 of the NREPA; or the Department for soil erosion and sedimentation activities under Part 615, Part 631, or Part 632 pursuant to the provisions of section 9115 of Part 91 of the NREPA.

Part 91 permit means a soil erosion and sedimentation control permit issued by a Part 91 agency pursuant to the provisions of Part 91 of the NREPA.

Partially treated sewage is any sewage, sewage and storm water, or sewage and wastewater, from domestic or industrial sources that is treated to a level less than that required by the permittee's National Pollutant Discharge Elimination System permit, or that is not treated to national secondary treatment standards for wastewater, including discharges to surface waters from retention treatment facilities.

Point of discharge is the location of a point source discharge where storm water is discharged directly into a separate storm sewer system.

Point source discharge means a discharge from any discernible, confined, discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or rolling stock. Changing the surface of land or establishing grading patterns on land will result in a point source discharge where the runoff from the site is ultimately discharged to waters of the state.

Polluting material means any material, in solid or liquid form, identified as a polluting material under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

POTW is a publicly owned treatment work.

Pretreatment is reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties to a less harmful state prior to discharge into a public sewer. The reduction or alteration can be by physical, chemical, or biological processes, process changes, or by other means. Dilution is not considered pretreatment unless expressly authorized by an applicable National Pretreatment Standard for a particular industrial category.

PART II

Section A. Definitions

Public (as used in the MS4 individual permit) means all persons who potentially could affect the authorized storm water discharges, including, but not limited to, residents, visitors to the area, public employees, businesses, industries, and construction contractors and developers.

Public body means the United States; the state of Michigan; a city, village, township, county, school district, public college or university, or single-purpose governmental agency; or any other body which is created by federal or state statute or law.

Qualifying storm event means a storm event causing greater than 0.1 inch of rainfall and occurring at least 72 hours after the previous measurable storm event that also caused greater than 0.1 inch of rainfall.

Quantification level means the measurement of the concentration of a contaminant obtained by using a specified laboratory procedure calculated at a specified concentration above the detection level. It is considered the lowest concentration at which a particular contaminant can be quantitatively measured using a specified laboratory procedure for monitoring of the contaminant.

Quarterly monitoring frequency refers to a three month period, defined as January through March, April through June, July through September, and October through December. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

Regional Administrator is the Region 5 Administrator, U.S. EPA, located at R-19J, 77 W. Jackson Blvd., Chicago, Illinois 60604.

Regulated area means the permittee's urbanized area, where urbanized area is defined as a place and its adjacent densely-populated territory that together have a minimum population of 50,000 people as defined by the United States Bureau of the Census and as determined by the latest available decennial census.

Secondary containment structure means a unit, other than the primary container, in which significant materials are packaged or held, which is required by State or Federal law to prevent the escape of significant materials by gravity into sewers, drains, or otherwise directly or indirectly into any sewer system or to the surface or ground waters of this state.

Separate storm sewer system means a system of drainage, including, but not limited to, roads, catch basins, curbs, gutters, parking lots, ditches, conduits, pumping devices, or man-made channels, which is not a combined sewer where storm water mixes with sanitary wastes, and is not part of a POTW.

Significant industrial user is a nondomestic user that: 1) is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or 2) discharges an average of 25,000 gallons per day or more of process wastewater to a POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the permittee as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's treatment plant operation or violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

Significant materials Significant Materials means any material which could degrade or impair water quality, including but not limited to: raw materials; fuels; solvents, detergents, and plastic pellets; finished materials such as metallic products; hazardous substances designated under Section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (see 40 CFR 372.65); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); polluting materials as identified under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code); Hazardous Wastes as defined in Part 111 of the NREPA; fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with storm water discharges.

Significant spills and significant leaks means any release of a polluting material reportable under the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code).

PART II

Section A. Definitions

Special-use area means secondary containment structures required by state or federal law; lands on Michigan's List of Sites of Environmental Contamination pursuant to Part 201, Environmental Remediation, of the NREPA; and/or areas with other activities that may contribute pollutants to the storm water for which the Department determines monitoring is needed.

Stoichiometric means the quantity of a reagent calculated to be necessary and sufficient for a given chemical reaction.

Storm water means storm water runoff, snow melt runoff, surface runoff and drainage, and non-storm water included under the conditions of this permit.

SWPPP means the Storm Water Pollution Prevention Plan prepared in accordance with this permit.

Tier I value means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier I toxicity database.

Tier II value means a value for aquatic life, human health or wildlife calculated under R 323.1057 of the Water Quality Standards using a tier II toxicity database.

Total maximum daily loads (TMDLs) are required by the Federal Act for waterbodies that do not meet water quality standards. TMDLs represent the maximum daily load of a pollutant that a waterbody can assimilate and meet water quality standards, and an allocation of that load among point sources, nonpoint sources, and a margin of safety.

Toxicity reduction evaluation (TRE) means a site-specific study conducted in a stepwise process designed to identify the causative agents of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity.

Water Quality Standards means the Part 4 Water Quality Standards promulgated pursuant to Part 31 of the NREPA, being R 323.1041 through R 323.1117 of the Michigan Administrative Code.

Weekly monitoring frequency refers to a calendar week which begins on Sunday and ends on Saturday. When required by this permit, an analytical result, reading, value or observation shall be reported for that period if a discharge occurs during that period.

WWSL is a wastewater stabilization lagoon.

WWSL discharge event is a discrete occurrence during which effluent is discharged to the surface water up to 10 days of a consecutive 14 day period.

3-portion composite sample is a sample consisting of three equal-volume grab samples collected at equal intervals over an 8-hour period.

PART II

Section A. Definitions

7-day concentration

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily concentrations determined. If the number of daily concentrations determined during the WWSL discharge event is less than 7 days, the number of actual daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations. When required by the permit, report the maximum calculated 7-day concentration for the WWSL discharge event in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred.

FOR ALL OTHER DISCHARGES – The 7-day concentration is the sum of the daily concentrations determined during any 7 consecutive days in a reporting month divided by the number of daily concentrations determined. If the number of daily concentrations determined is less than 7, the actual number of daily concentrations determined shall be used for the calculation. The calculated 7-day concentration will be used to determine compliance with any maximum 7-day concentration limitations in the reporting month. When required by the permit, report the maximum calculated 7-day concentration for the month in the “MAXIMUM” column under “QUALITY OR CONCENTRATION” on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

7-day loading

FOR WWSLs THAT COLLECT AND STORE WASTEWATER AND ARE AUTHORIZED TO DISCHARGE ONLY IN THE SPRING AND/OR FALL ON AN INTERMITTENT BASIS – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days of discharge during a WWSL discharge event divided by the number of daily loadings determined. If the number of daily loadings determined during the WWSL discharge event is less than 7 days, the number of actual daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations. When required by the permit, report the maximum calculated 7-day loading for the WWSL discharge event in the “MAXIMUM” column under “QUANTITY OR LOADING” on the DMR. If the WWSL discharge event was partially in each of two months, the value shall be reported on the DMR of the month in which the last day of discharge occurred

FOR ALL OTHER DISCHARGES – The 7-day loading is the sum of the daily loadings determined during any 7 consecutive days in a reporting month divided by the number of daily loadings determined. If the number of daily loadings determined is less than 7, the actual number of daily loadings determined shall be used for the calculation. The calculated 7-day loading will be used to determine compliance with any maximum 7-day loading limitations in the reporting month. When required by the permit, report the maximum calculated 7-day loading for the month in the “MAXIMUM” column under “QUANTITY OR LOADING” on the DMR. The first 7-day calculation shall be made on day 7 of the reporting month, and the last calculation shall be made on the last day of the reporting month.

24-hour composite sample is a flow-proportioned composite sample consisting of hourly or more frequent portions that are taken over a 24-hour period. A time-proportioned composite sample may be used upon approval of the Department if the permittee demonstrates it is representative of the discharge.

PART II

Section B. Monitoring Procedures

1. Representative Samples

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. Test Procedures

Test procedures for the analysis of pollutants shall conform to regulations promulgated pursuant to Section 304(h) of the Federal Act (40 CFR Part 136 – Guidelines Establishing Test Procedures for the Analysis of Pollutants), unless specified otherwise in this permit. **Test procedures used shall be sufficiently sensitive to determine compliance with applicable effluent limitations.** Requests to use test procedures not promulgated under 40 CFR Part 136 for pollutant monitoring required by this permit shall be made in accordance with the Alternate Test Procedures regulations specified in 40 CFR 136.4. These requests shall be submitted to the Chief of the Permits Section, Water Resources Division, Michigan Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan, 48909-7958. The permittee may use such procedures upon approval.

The permittee shall periodically calibrate and perform maintenance procedures on all analytical instrumentation at intervals to ensure accuracy of measurements. The calibration and maintenance shall be performed as part of the permittee's laboratory Quality Control/Quality Assurance program.

3. Instrumentation

The permittee shall periodically calibrate and perform maintenance procedures on all monitoring instrumentation at intervals to ensure accuracy of measurements.

4. Recording Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information: 1) the exact place, date, and time of measurement or sampling; 2) the person(s) who performed the measurement or sample collection; 3) the dates the analyses were performed; 4) the person(s) who performed the analyses; 5) the analytical techniques or methods used; 6) the date of and person responsible for equipment calibration; and 7) the results of all required analyses.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the Department.

PART II

Section C. Reporting Requirements

1. Start-up Notification

If the permittee will not discharge during the first 60 days following the effective date of this permit, the permittee shall notify the Department within 14 days following the effective date of this permit, and then 60 days prior to the commencement of the discharge.

2. Submittal Requirements for Self-Monitoring Data

Part 31 of the NREPA (specifically Section 324.3110(7)); and R 323.2155(2) of Part 21, Wastewater Discharge Permits, promulgated under Part 31 of the NREPA, allow the Department to specify the forms to be utilized for reporting the required self-monitoring data. Unless instructed on the effluent limitations page to conduct "Retained Self-Monitoring" the permittee shall submit self-monitoring data via the Department's Electronic Environmental Discharge Monitoring Reporting (e2-DMR) system.

The permittee shall utilize the information provided on the e2-Reporting website at <https://secure1.state.mi.us/e2rs/> to access and submit the electronic forms. Both monthly summary and daily data shall be submitted to the Department no later than the 20th day of the month following each month of the authorized discharge period(s). The permittee may be allowed to submit the electronic forms after this date if the Department has granted an extension to the submittal date.

3. Retained Self-Monitoring Requirements

If instructed on the effluent limits page (or otherwise authorized by the Department in accordance with the provisions of this permit) to conduct retained self-monitoring, the permittee shall maintain a year-to-date log of retained self-monitoring results and, upon request, provide such log for inspection to the staff of the Department. Retained self-monitoring results are public information and shall be promptly provided to the public upon request.

The permittee shall certify, in writing, to the Department, on or before January 10th (April 1st for animal feeding operation facilities) of each year, that: 1) all retained self-monitoring requirements have been complied with and a year-to-date log has been maintained; and 2) the application on which this permit is based still accurately describes the discharge. With this annual certification, the permittee shall submit a summary of the previous year's monitoring data. The summary shall include maximum values for samples to be reported as daily maximums and/or monthly maximums and minimum values for any daily minimum samples.

Retained self-monitoring may be denied to a permittee by notification in writing from the Department. In such cases, the permittee shall submit self-monitoring data in accordance with Part II.C.2., above. Such a denial may be rescinded by the Department upon written notification to the permittee. Reissuance or modification of this permit or reissuance or modification of an individual permittee's authorization to discharge shall not affect previous approval or denial for retained self-monitoring unless the Department provides notification in writing to the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report. Such increased frequency shall also be indicated.

Monitoring required pursuant to Part 41 of the NREPA or Rule 35 of the Mobile Home Park Commission Act (Act 96 of the Public Acts of 1987) for assurance of proper facility operation shall be submitted as required by the Department.

PART II

Section C. Reporting Requirements

5. Compliance Dates Notification

Within 14 days of every compliance date specified in this permit, the permittee shall submit a *written* notification to the Department indicating whether or not the particular requirement was accomplished. If the requirement was not accomplished, the notification shall include an explanation of the failure to accomplish the requirement, actions taken or planned by the permittee to correct the situation, and an estimate of when the requirement will be accomplished. If a written report is required to be submitted by a specified date and the permittee accomplishes this, a separate written notification is not required.

6. Noncompliance Notification

Compliance with all applicable requirements set forth in the Federal Act, Parts 31 and 41 of the NREPA, and related regulations and rules is required. All instances of noncompliance shall be reported as follows:

- a. 24-Hour Reporting
Any noncompliance which may endanger health or the environment (including maximum and/or minimum daily concentration discharge limitation exceedances) shall be reported, verbally, within 24 hours from the time the permittee becomes aware of the noncompliance. A written submission shall also be provided within five (5) days.
- b. Other Reporting
The permittee shall report, in writing, all other instances of noncompliance not described in a. above at the time monitoring reports are submitted; or, in the case of retained self-monitoring, within five (5) days from the time the permittee becomes aware of the noncompliance.

Written reporting shall include: 1) a description of the discharge and cause of noncompliance; and 2) the period of noncompliance, including exact dates and times, or, if not yet corrected, the anticipated time the noncompliance is expected to continue, and the steps taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

7. Spill Notification

The permittee shall immediately report any release of any polluting material which occurs to the surface waters or groundwaters of the state, unless the permittee has determined that the release is not in excess of the threshold reporting quantities specified in the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code), by calling the Department at the number indicated on the second page of this permit (or, if this is a general permit, on the COC); or, if the notice is provided after regular working hours, call the Department's 24-hour Pollution Emergency Alerting System telephone number, 1-800-292-4706 (calls from **out-of-state** dial 1-517-373-7660).

Within ten (10) days of the release, the permittee shall submit to the Department a full written explanation as to the cause of the release, the discovery of the release, response (clean-up and/or recovery) measures taken, and preventative measures taken or a schedule for completion of measures to be taken to prevent reoccurrence of similar releases.

PART II

Section C. Reporting Requirements

8. Upset Noncompliance Notification

If a process "upset" (defined as an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee) has occurred, the permittee who wishes to establish the affirmative defense of upset, shall notify the Department by telephone within 24 hours of becoming aware of such conditions; and within five (5) days, provide in writing, the following information:

- a. that an upset occurred and that the permittee can identify the specific cause(s) of the upset;
- b. that the permitted wastewater treatment facility was, at the time, being properly operated and maintained (note that an upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation); and
- c. that the permittee has specified and taken action on all responsible steps to minimize or correct any adverse impact in the environment resulting from noncompliance with this permit.

No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

In any enforcement proceedings, the permittee, seeking to establish the occurrence of an upset, has the burden of proof.

9. Bypass Prohibition and Notification

- a. Bypass Prohibition
Bypass is prohibited, and the Department may take an enforcement action, unless:
 - 1) bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - 2) there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass; and
 - 3) the permittee submitted notices as required under 9.b. or 9.c. below.
- b. Notice of Anticipated Bypass
If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least ten (10) days before the date of the bypass, and provide information about the anticipated bypass as required by the Department. The Department may approve an anticipated bypass, after considering its adverse effects, if it will meet the three (3) conditions listed in 9.a. above.
- c. Notice of Unanticipated Bypass
The permittee shall submit notice to the Department of an unanticipated bypass by calling the Department at the number indicated on the second page of this permit (if the notice is provided after regular working hours, use the following number: 1-800-292-4706) as soon as possible, but no later than 24 hours from the time the permittee becomes aware of the circumstances.

PART II

Section C. Reporting Requirements

- d. **Written Report of Bypass**
A written submission shall be provided within five (5) working days of commencing any bypass to the Department, and at additional times as directed by the Department. The written submission shall contain a description of the bypass and its cause; the period of bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass; and other information as required by the Department.
- e. **Bypass Not Exceeding Limitations**
The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provisions of 9.a., 9.b., 9.c., and 9.d., above. This provision does not relieve the permittee of any notification responsibilities under Part II.C.11. of this permit.
- f. **Definitions**
- 1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
 - 2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

10. Bioaccumulative Chemicals of Concern (BCC)

Consistent with the requirements of R 323.1098 and R 323.1215 of the Michigan Administrative Code, the permittee is prohibited from undertaking any action that would result in a lowering of water quality from an increased loading of a BCC unless an increased use request and antidegradation demonstration have been submitted and approved by the Department.

11. Notification of Changes in Discharge

The permittee shall notify the Department, in writing, as soon as possible but no later than 10 days of knowing, or having reason to believe, that any activity or change has occurred or will occur which would result in the discharge of: 1) detectable levels of chemicals on the current Michigan Critical Materials Register, priority pollutants or hazardous substances set forth in 40 CFR 122.21, Appendix D, or the Pollutants of Initial Focus in the Great Lakes Water Quality Initiative specified in 40 CFR 132.6, Table 6, which were not acknowledged in the application or listed in the application at less than detectable levels; 2) detectable levels of any other chemical not listed in the application or listed at less than detection, for which the application specifically requested information; or 3) any chemical at levels greater than five times the average level reported in the complete application (see the first page of this permit, for the date(s) the complete application was submitted). Any other monitoring results obtained as a requirement of this permit shall be reported in accordance with the compliance schedules.

PART II

Section C. Reporting Requirements

12. Changes in Facility Operations

Any anticipated action or activity, including but not limited to facility expansion, production increases, or process modification, which will result in new or increased loadings of pollutants to the receiving waters must be reported to the Department by a) submission of an increased use request (application) and all information required under R 323.1098 (Antidegradation) of the Water Quality Standards or b) by notice if the following conditions are met: 1) the action or activity will not result in a change in the types of wastewater discharged or result in a greater quantity of wastewater than currently authorized by this permit; 2) the action or activity will not result in violations of the effluent limitations specified in this permit; 3) the action or activity is not prohibited by the requirements of Part II.C.10.; and 4) the action or activity will not require notification pursuant to Part II.C.11. Following such notice, the permit or, if applicable, the facility's COC may be modified according to applicable laws and rules to specify and limit any pollutant not previously limited.

13. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharge emanates, the permittee shall submit to the Department 30 days prior to the actual transfer of ownership or control a written agreement between the current permittee and the new permittee containing: 1) the legal name and address of the new owner; 2) a specific date for the effective transfer of permit responsibility, coverage and liability; and 3) a certification of the continuity of or any changes in operations, wastewater discharge, or wastewater treatment.

If the new permittee is proposing changes in operations, wastewater discharge, or wastewater treatment, the Department may propose modification of this permit in accordance with applicable laws and rules.

14. Operations and Maintenance Manual

For wastewater treatment facilities that serve the public (and are thus subject to Part 41 of the NREPA), Section 4104 of Part 41 and associated Rule 2957 of the Michigan Administrative Code allow the Department to require an Operations and Maintenance (O&M) Manual from the facility. An up-to-date copy of the O&M Manual shall be kept at the facility and shall be provided to the Department upon request. The Department may review the O&M Manual in whole or in part at its discretion and require modifications to it if portions are determined to be inadequate.

At a minimum, the O&M Manual shall include the following information: permit standards; descriptions and operation information for all equipment; staffing information; laboratory requirements; record keeping requirements; a maintenance plan for equipment; an emergency operating plan; safety program information; and copies of all pertinent forms, as-built plans, and manufacturer's manuals.

Certification of the existence and accuracy of the O&M Manual shall be submitted to the Department at least sixty days prior to start-up of a new wastewater treatment facility. Recertification shall be submitted sixty days prior to start-up of any substantial improvements or modifications made to an existing wastewater treatment facility.

PART II

Section C. Reporting Requirements

15. Signatory Requirements

All applications, reports, or information submitted to the Department in accordance with the conditions of this permit and that require a signature shall be signed and certified as described in the Federal Act and the NREPA.

The Federal Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

The NREPA (Section 3115(2)) provides that a person who at the time of the violation knew or should have known that he or she discharged a substance contrary to this part, or contrary to a permit, COC, or order issued or rule promulgated under this part, or who intentionally makes a false statement, representation, or certification in an application for or form pertaining to a permit or COC or in a notice or report required by the terms and conditions of an issued permit or COC, or who intentionally renders inaccurate a monitoring device or record required to be maintained by the Department, is guilty of a felony and shall be fined not less than \$2,500.00 or more than \$25,000.00 for each violation. The court may impose an additional fine of not more than \$25,000.00 for each day during which the unlawful discharge occurred. If the conviction is for a violation committed after a first conviction of the person under this subsection, the court shall impose a fine of not less than \$25,000.00 per day and not more than \$50,000.00 per day of violation. Upon conviction, in addition to a fine, the court in its discretion may sentence the defendant to imprisonment for not more than 2 years or impose probation upon a person for a violation of this part. With the exception of the issuance of criminal complaints, issuance of warrants, and the holding of an arraignment, the circuit court for the county in which the violation occurred has exclusive jurisdiction. However, the person shall not be subject to the penalties of this subsection if the discharge of the effluent is in conformance with and obedient to a rule, order, permit, or COC of the Department. In addition to a fine, the attorney general may file a civil suit in a court of competent jurisdiction to recover the full value of the injuries done to the natural resources of the state and the costs of surveillance and enforcement by the state resulting from the violation.

16. Electronic Reporting

Upon notice by the Department that electronic reporting tools are available for specific reports or notifications, the permittee shall submit electronically all such reports or notifications as required by this permit.

PART II

Section D. Management Responsibilities

1. Duty to Comply

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit, more frequently than, or at a level in excess of, that authorized, shall constitute a violation of the permit.

It is the duty of the permittee to comply with all the terms and conditions of this permit. Any noncompliance with the Effluent Limitations, Special Conditions, or terms of this permit constitutes a violation of the NREPA and/or the Federal Act and constitutes grounds for enforcement action; for permit or Certificate of Coverage (COC) termination, revocation and reissuance, or modification; or denial of an application for permit or COC renewal.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Operator Certification

The permittee shall have the waste treatment facilities under direct supervision of an operator certified at the appropriate level for the facility certification by the Department, as required by Sections 3110 and 4104 of the NREPA. Permittees authorized to discharge storm water shall have the storm water treatment and/or control measures under direct supervision of a storm water operator certified by the Department, as required by Section 3110 of the NREPA.

3. Facilities Operation

The permittee shall, at all times, properly operate and maintain all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes adequate laboratory controls and appropriate quality assurance procedures.

4. Power Failures

In order to maintain compliance with the effluent limitations of this permit and prevent unauthorized discharges, the permittee shall either:

- a. provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit; or
- b. upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, the permittee shall halt, reduce or otherwise control production and/or all discharge in order to maintain compliance with the effluent limitations and conditions of this permit.

5. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any adverse impact to the surface waters or groundwaters of the state resulting from noncompliance with any effluent limitation specified in this permit including, but not limited to, such accelerated or additional monitoring as necessary to determine the nature and impact of the discharge in noncompliance.

PART II

Section D. Management Responsibilities

6. Containment Facilities

The permittee shall provide facilities for containment of any accidental losses of polluting materials in accordance with the requirements of the Part 5 Rules (R 324.2001 through R 324.2009 of the Michigan Administrative Code). For a Publicly Owned Treatment Work (POTW), these facilities shall be approved under Part 41 of the NREPA.

7. Waste Treatment Residues

Residuals (i.e. solids, sludges, biosolids, filter backwash, scrubber water, ash, grit, or other pollutants or wastes) removed from or resulting from treatment or control of wastewaters, including those that are generated during treatment or left over after treatment or control has ceased, shall be disposed of in an environmentally compatible manner and according to applicable laws and rules. These laws may include, but are not limited to, the NREPA, Part 31 for protection of water resources, Part 55 for air pollution control, Part 111 for hazardous waste management, Part 115 for solid waste management, Part 121 for liquid industrial wastes, Part 301 for protection of inland lakes and streams, and Part 303 for wetlands protection. Such disposal shall not result in any unlawful pollution of the air, surface waters or groundwaters of the state.

8. Right of Entry

The permittee shall allow the Department, any agent appointed by the Department, or the Regional Administrator, upon the presentation of credentials and, for animal feeding operation facilities, following appropriate biosecurity protocols:

- a. to enter upon the permittee's premises where an effluent source is located or any place in which records are required to be kept under the terms and conditions of this permit; and
- b. at reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect process facilities, treatment works, monitoring methods and equipment regulated or required under this permit; and to sample any discharge of pollutants.

9. Availability of Reports

Except for data determined to be confidential under Section 308 of the Federal Act and Rule 2128 (R 323.2128 of the Michigan Administrative Code), all reports prepared in accordance with the terms of this permit, shall be available for public inspection at the offices of the Department and the Regional Administrator. As required by the Federal Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Federal Act and Sections 3112, 3115, 4106 and 4110 of the NREPA.

10. Duty to Provide Information

The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or the facility's COC, or to determine compliance with this permit. The permittee shall also furnish to the Department, upon request, copies of records required to be kept by this permit.

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

PART II

Section E. Activities Not Authorized by This Permit

1. Discharge to the Groundwaters

This permit does not authorize any discharge to the groundwaters. Such discharge may be authorized by a groundwater discharge permit issued pursuant to the NREPA.

2. POTW Construction

This permit does not authorize or approve the construction or modification of any physical structures or facilities at a POTW. Approval for the construction or modification of any physical structures or facilities at a POTW shall be by permit issued under Part 41 of the NREPA.

3. Civil and Criminal Liability

Except as provided in permit conditions on "Bypass" (Part II.C.9. pursuant to 40 CFR 122.41(m)), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond the permittee's control, such as accidents, equipment breakdowns, or labor disputes.

4. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee may be subject under Section 311 of the Federal Act except as are exempted by federal regulations.

5. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Federal Act.

6. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize violation of any federal, state or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other Department of Environmental Quality permits, or approvals from other units of government as may be required by law.



PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross

ASSOCIATES

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Marvin A. Olane
Marshall J. Grazioli
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Charles E. Hart
Colleen L. Hill-Stramsak
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Karyn M. Stichel

HUBBELL, ROTH & CLARK, INC.

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VIA E-MAIL

March 10, 2015

City of South Haven
Wastewater Treatment Plant
539 Phoenix Street
South Haven, MI 49090

Attn: Mr. Roger Huff, P.E. Director of Public Works

Re: Proposal for Professional Engineering Services HRC Job No. 20150034
*Asset Management Program (AMP) - Wastewater Treatment Plant (WWTP) /
Wastewater Pump Stations *WWTP Operation and Maintenance Manual

Dear Mr. Huff:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to present this proposal to provide engineering services to the City for development of an Asset Management Program (AMP) for the Wastewater Treatment Plant (WWTP) and Wastewater Pump Stations (City and Twp.) as well as compiling a new Operation and Maintenance (O&M) Manual for the existing WWTP as required by the recent MDEQ Inspection.

We understand that this work is intended to be funded by the City through its WWTP Capital Improvement Fund since the City's SAW grant request application did not specifically include the WWTP assets.

We also recognize that MDEQ will require that the AMP for the entire wastewater system assets be combined into one package and so it is our intent that the WWTP and Pump Station AMP be combined with the Collection System Pipes (Sewers and Force Mains) AMP currently being prepared for the City by Abonmarche. We will prepare our information and coordinate its format so it will be consistent with that provided by Abonmarche so that it easily can be combined into one package submittal.

The South Haven WWTP operates under its existing NPDES permit #MI0020532, which expires on October 1, 2015, and the new permit, which includes an asset management requirement, is in "Draft" stage. Since the City has already accepted a SAW grant, the asset management requirement in the proposed permit cannot be contested.

SCOPE OF SERVICES

The scope of services for this work generally follows the development of the required elements of an AMP as required by MDEQ in order to address the requirements of the Draft NPDES permit. We have attached a scope document which covers the items of work at the WWTP and Pump Stations related to the asset management plan as well as the WWTP Operation and Maintenance Manual for reference.

SCHEDULE

We anticipate that the initial AMP can be completed within nine months of your authorization to proceed. We anticipate preparing a schedule status submittal for your inclusion to MDEQ by the October 1, 2015 deadline so that they can be informed of progress made and anticipated completion date for the AMP by that NPDES Permit milestone.

FEE

Based on the scope of services described above, and our understanding of the necessary effort and the City's expectations, we propose to perform this project for a not-to-exceed budget amount of \$110,000 for the AMP including the compilation of O&M information and the preparation of a new O&M Manual. Please see the breakdown attached to this letter.

If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed.

ASSUMPTIONS

1. There is no budget in our proposal for purchase of a Computerized Maintenance and Management Software System (CMMS). We understand that Abonmarche is currently assisting the City with the selection of a software package that will likely include CMMS and Work Order management.
2. No inspection of process tanks is included. Tank Conditions will be based on staff knowledge of conditions, visual observations, previous photographs or other records.
3. As noted in the attached work scope, while we will provide a projected financial forecast, including OM&R budgets. Rate sufficiency is not included within our scope and should be provided by a qualified financial advisor or bond counsel. We understand that there are already provisions within your SAW Grant to bring in a rate consultant to perform this task.
4. After our initial discussions on February 24, 2015, it was determined that more effort is needed to address the current condition and capacity of the existing lift station equipment. We have shifted some of the originally proposed budget to provide a site visit to all of the pump stations (City and Twps.) so as to review the equipment condition first hand. In addition, we understand that the SCADA system has the capability of obtaining a measurement of current pump capacities at each of the stations and this data will be utilized and analyzed to assess the current pump capacities in order to supplement the knowledge of existing pump station equipment conditions.

Mr. Roger Huff, P.E.
March 10, 2015
HRC Job Number 20150034
Page 3 of 8

PERSONNEL

This project will be managed by Dennis J. Benoit, P.E. with assistance by Michael VanderPloeg, P.E. and other HRC discipline department managers as required for input on various replacement costs.

Sally Duffy, P.E., one of HRC's Asset Management leaders will also provide periodic input and quality review of the work products.

We look forward to this opportunity to be of service to the City of South Haven. Please feel free to contact Dennis Benoit at (616) 432-6195 should you have any questions or comments on this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



George E. Hubbell, P.E.
President



Dennis J. Benoit, P.E.
Senior Associate

ec: South Haven – Dave Mulac; Larry Halberstadt, P.E.
Abonmarche – Chris Cook, P.E.
HRC - File

ACCEPTED BY: _____

TITLE: _____ DATE: _____

ASSET MANAGEMENT PLAN - SCOPE OF SERVICES

Introduction:

The focus of this Asset Management Plan will be the City of South Haven's Wastewater Treatment Plant (WWTP) and the City and Township Wastewater Pump Stations (33 total). We understand that an AMP will also be prepared for the sanitary sewer collection system by others under a SAW Grant.

If the AMP identifies a gap in the current revenue needs to meet expenses for both the collection, pumping and treatment systems, then significant progress must be made toward achieving the funding structure necessary to operate the system. Since we understand that the Township's Pumping Stations are financed differently (O&M through rates and Capital expenditures separately), a separate financing arrangement may be needed for those. Financing arrangements or rate recommendations will be determined by others (through a rate consultant hired under the SAW Grant) and we will provide our estimates of revenue needs for them in order to determine an appropriate means to establish financing.

The following scope describes the specific activities included in development of the AMP.

A. Project Initiation:

HRC will work with the City to establish the framework and goals for the AMP specific to the needs of the City of South Haven's wastewater pumping and treatment facilities. Meetings and planning sessions will be held to establish the following:

1. Develop organization chart of staff involved and stakeholders.
2. Begin engagement of employees, management, and/or public in the planning and decision making, to develop a culture that includes a shared, common purpose.
3. Schedule meetings with staff and stakeholders.
4. Determine Level of Service (LOS) expectations and Key Performance Indicators (KPIs). Including meetings with key stakeholders.

B. Asset Inventory and Data Collection:

The AMP inventory will be developed using readily-available commercial software such as Excel for listing of inventory, condition and financial tracking for the City's "vertical" assets, which generally includes the Wastewater Treatment Plant and Pump Stations. We understand that the City will be acquiring additional software through the SAW Grant for incorporating maintenance management work orders and we understand that it is intended that this software would be utilized for the ultimate storage of the data developed under this AMP. Data entry from this AMP into the selected software database will be by others. In order to proceed with a systematic method of developing the asset inventory for the various systems, the following activities will be performed:

1. We will review existing hard copy and/or digital record data (O&M information, contract drawings and specifications, maintenance history, etc.) and verify quality and completeness of existing system data as required to achieve the AMP goals.
2. We understand that City staff will be scanning any hard copy data. We will merge the recorded digital files as required to allow for efficient grouping and input into the proposed asset inventory system.
3. We will perform a field inventory of the system's 33 existing lift stations to determine/verify asset data as required. We understand that the current pumping capacities will be obtained using the instrumentation system but we will make a site visit to each of the lift station sites in order to obtain first-hand information on the equipment condition. We understand that since the existing Main and Wells Lift Stations in the City are due to be replaced soon, there will only be enough effort put forth to document their condition so that they can be maintained at least until they are replaced (assumed to be within five years or less). Drawdowns or pumping capacity rate observations will be accomplished and witnessed at some of the lift stations but we will attempt to obtain more of these through analysis of the SCADA system data so that several cycles of drawdown can be measured. This will help to average out the pumping cycles since and get a true average comparison of pumping rates since capacity rate variations are likely during pump startup, shutdown, etc.
4. We will group and input system assets and related asset characteristics, including age and useful life. Include a site visit to all of the pump stations.
 - a. Vertical Assets—WWTP and Pump Stations:
 - i. Structures and buildings
 - ii. Major Pumping and Process Equipment including motors/drives, reducers etc.
 - iii. Valves and gates
 - iv. Piping
 - v. HVAC and plumbing
 - vi. Electrical generating and distribution equipment
 - vii. Electrical and instrumentation panels and cabinets
 - viii. Lighting
 - ix. Instrumentation field devices
 - x. Concrete tanks

C. Condition Assessment:

Using the framework established under the “Project Initiation” phase, a planning level assessment of each asset's condition will be made. The level of analysis will depend on the criticality and likelihood of failure of the individual asset. It is noted that the Wastewater Treatment Master Plan recently completed will be helpful for the components being evaluated. This includes the WWTP and Pump Stations. This Study will serve as a starting point for this assessment.

For the “vertical assets,” condition assessment will be done by using record information and staff knowledge in order to make an estimate of the condition, or by

visual examination and/or review of maintenance history, failure history, remaining useful life, and staff knowledge. Condition assessments, such as vibration analysis of equipment, minor concrete and steel structural analysis (such as hammer sounding or observation of visible steel condition), mechanical operation observation, reviewing energy usage, etc. will be developed. It is likely that most information on replacement costs can likely be obtained through discussions with vendors plus our firm experience.

At this time we have not included any specific costs for outside contractor assistance for things such as sophisticated vibration analysis, infrared analysis or other more detailed analyses that could be performed. We will assess the need for these and advise if they are warranted. In addition, if process tanks require condition assessment or observation to approximate their remaining useful life, to evaluate future improvements and/or replacement to gain the lowest life cycle costs for the assets, and for master planning of future WWTP operations we may require that these tanks be drained, emptied and cleaned to allow for complete inspection and evaluation. Any costs for tank cleaning are not currently included.

After condition assessment is completed, the probability of failure of each asset will be rated on a scale of 1-5 (low to high) based on the observed condition, and this data will be entered into the AMP database for risk evaluation. The estimated current (depreciated) value and estimated replacement cost of the asset will also be entered into the AMP database.

D. Assessment of Asset Criticality and Risk:

The “Business Risk Evaluation” combines the probability of failure and criticality of the asset. The criticality of each asset will be rated on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service. A Business Risk Factor will be determined for each asset by multiplying the probability of failure rating by the criticality rating. Redundancy will also be incorporated into this calculation. The Business Risk Factor will be used to determine replacement needs and prioritize future maintenance and capital improvements.

Additionally, we will review the rationale for data entry into the AMP with staff so that there is an understanding of the developed AMP spreadsheet including the rationale for routine maintenance tasks, how to update and extract maintenance tasks, etc. We understand that this data will be incorporated into the chosen Maintenance Management software by others. The spreadsheet will include a rationale for tracking of maintenance activities, risk assessment, redundancy analysis, replacement and operations costs, which will assist with the asset management process.

E. Capital Planning:

Using the results of the Business Risk Evaluation, the short and long-term investment required to achieve the desired level of service will be determined and prioritized using the general approach below:

1. Develop depreciation curves for asset classes based on inventory information.
2. Determine and prioritize required investment.

3. Develop a five to ten-year Capital Improvement Plan (CIP) to address the high priority projects and prepare planning-level construction cost estimates.
4. Provide recommendations for future/ongoing system operation, maintenance, rehabilitation, repair and replacement needs and cost estimates.
5. Conduct a financial forecast, including OM&R budget and rate sufficiency

F. AMP Document Development and Future Planning:

The AMP produced will need to be considered a “living document,” that is reviewed and updated on a regular frequency, and would need to be consulted as part of planning for any future investments. It is anticipated that the document will be reviewed once every three years for the following items:

1. Additional development of key performance indicators (KPIs) and or system for regularly monitoring and reporting metrics.
2. Update condition assessment and system needs.
3. Update O&M Process and Workflow Diagrams
4. Refine operating budget.
5. Re-evaluate system costs and investment versus funding structures.

The initial AMP will need to develop a methodology for how each of these will be adjusted in the future based on new investment, revised equipment life, revised maintenance procedures and how available funding is tracking with respect to expected needs

G. Operation and Maintenance Manual:

As requested during a recent MDEQ review meeting, the City needs to develop an Operation and Maintenance Manual that includes the basic elements of Operation and Maintenance as required by MDEQ policies. It is anticipated that the document will be reviewed once every three years for the following items:

1. Permit standards.
2. Descriptions and operation information for all equipment.
3. Staffing information.
4. Laboratory requirements.
5. Record keeping requirements.
6. A maintenance plan for equipment.
7. An emergency operating plan.
8. Safety program information.
9. Copies of all pertinent forms: as-built plans, and manufacturer’s manuals.
10. Deliverables include 4 copies of a bound manual plus a combined PDF file.

Wastewater Treatment and Pump Stations Asset Management Plan Fee Breakdown

For the above services, a total fee of \$110,000 is proposed. This fee will not be exceeded without prior authorization of the City of South Haven. No costs have been included for software or hardware since it is assumed that existing software and licenses maintained for other uses (such as Excel) can be used for the WWTP AMP. We understand that specific software is already intended to be acquired for tracking maintenance tasks and will be purchased under the sewer system AMP through the SAW Grant. The plant and pump station maintenance tasks may also be tracked with that software depending on its applicability.

For the purposes of discussion, a breakdown of professional services has been prepared. Professional services are based on a blended average rate along with an estimate of hours for the various identified tasks. The breakdown of the proposed fee is presented in the table below.

Scope of Work - Engineer's Fee Breakdown:

Activity	Fee Breakdown ¹	Estimated Hours ¹
A. Asset Management Project Initiation / Meetings		
• Project Organization, Meetings	\$4,800	42
• Level Of Service and Key Performance Indicators	\$4,700	42
B. Asset Inventory and Data Collection		
• WWTP	\$7,400	68
• Pump Stations	\$14,400	128
C. Condition Assessment		
• WWTP	\$11,000	102
• Pump Stations	\$5,000	44
D. Asset Criticality and Risk		
• WWTP	\$7,200	64
• Pump Stations	\$3,600	32
E. Capital Planning		
• WWTP	\$6,300	56
• Pump Stations	\$5,400	48
F. AMP Document and Future Adjustment Procedure		
• WWTP	\$12,200	108
• Pump Stations	\$8,100	72
G. O&M Manual		
• O&M Information Compilation	\$8,600	76
• O&M Manual Document Production	\$11,300	100
GRAND TOTAL =	\$110,000	982

¹Fee breakdowns are included for reference only and were based on an aggregate rate and represent a blended rate for the various classes of personnel involved.



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: Roger Huff, PE, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: April 2, 2015

RE: Approval of SAW Grant Engineering Services Agreement

Background Information

In November of last year, the City was awarded a grant from the Michigan Department of Environmental Quality's (DEQ) Stormwater, Asset Management, and Wastewater (SAW) grant program in the amount of \$1,567,664.

As implied by the name, the SAW grant provides funding for preparing an asset management plan for the City's stormwater and wastewater utilities. In short, asset management is a way of planning for and managing all of the costs associated with the complete life cycle of the utility system. This requires an in depth study to forecast future expenses associated with operations, maintenance, repair, and replacement of the system. This will be largely based on video camera inspections to evaluate the condition of these underground pipe systems. It also includes a rate study for forecasting future revenues to cover the planned expenses. More information on asset management and how it applies to wastewater and stormwater utilities in Michigan is available on the DEQ's website at the following address:

http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFassetmngmntguide_426745_7.pdf

In addition to the asset management plans, the SAW grant also provides funding for engineering services associated with planned sanitary sewer projects. There are a number of sanitary sewer reconstruction projects which have been planned in order to correct structural defects in sewer pipes under city streets. These projects include portions of North Shore Drive, Monroe Blvd, Indiana Av, Kalamazoo St, Center St, Aylworth Av, Spencer St, Cartwright St, Abell St, Cable St, Elkenburg St, Humphrey St, Edgell St, Lyon St, South Haven St, Monroe St, and Clinton St, as well as the Indian Grove Lift Station, and Main Lift Station. The SAW grant will pay for the cost to produce construction drawings and specifications for these projects within the next three years. The construction schedule for these projects has not yet been determined and will be contingent on funding.

The attached proposal from Abonmarche provides an outline of the services to be performed in both the asset management portion and the design engineering portion of this grant funded effort. If approved, this proposal would authorize Abonmarche's services for the entire asset

Memorandum

April 2, 2015

Approval of SAW Grant Engineering Services Agreement

Page 2 of 2

management plan and design engineering work included in the SAW Grant. The total cost of professional services for this grant funded work is \$1,529,664.

While the sanitary sewer system needs are the impetus for all of the projects noted above, the City has been in the practice of replacing older watermain pipes concurrently with sewer reconstruction because both utilities are below the street and both utility systems are of similar age and have similar needs. The SAW grant does not cover costs associated with watermain replacement, yet the engineering for both must happen concurrently to produce a complete set of construction documents for these projects. The cost of engineering services for city funded work on these projects is estimated at \$240,340.

The attached proposal provides for all of the grant funded services in the amount of \$1,529,664, plus all of the city funded services in the amount of \$240,340, resulting in a total contract amount of \$1,770,004. The City Council has already approved the grant agreement with the DEQ, and this contract with Abonmarche would serve to fulfill the City's obligations under the grant agreement.

Recommendation

City Council should review and approve the SAW Grant Engineering Services Agreement at their next available regular meeting.

Attachments

SAW Grant Engineering Services Agreement

Exhibit A: Abonmarche Proposal

Exhibit B: Project Schedule

Exhibit C: Project Budget

Exhibit D: SAW Grant Agreement

SAW GRANT ENGINEERING SERVICES AGREEMENT

This SAW Grant Engineering Services Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation with a principal address of 539 Phoenix Street, South Haven, MI 49090 (the "City"), and Abonmarche Consultants, Inc., a Michigan corporation with a principal address of 95 W. Main St., Benton Harbor, MI 49022 ("Abonmarche").

RECITALS

- A. The Michigan Department of Environmental Quality ("MDEQ") has awarded the City a Stormwater, Asset Management, and Wastewater ("SAW") grant to fund the preparation of an asset management plan for the City's stormwater and wastewater utilities and for engineering services associated with planned sanitary sewer reconstruction projects, including the production of construction drawings and specifications for certain planned sanitary sewer reconstruction projects.
- B. Although SAW grant funds cannot be used for water system replacements and improvements, it is more practical to undertake certain water system work simultaneously with the SAW grant funded work.
- C. In order to complete the desired work, the City requires the services of an engineering firm.
- D. Abonmarche submitted a proposal, dated January 13, 2015, detailing the work to be performed, a copy of which is attached as **Exhibit A** (the "Proposal").

TERMS AND CONDITIONS

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

1. **Terms.** Abonmarche will perform the engineering services for the Project detailed in the Proposal as further described and modified as follows:
 - a. The Project, including both the preparation of an asset management plan and engineering services, shall be performed pursuant to the Schedule attached as **Exhibit B**. However, Abonmarche shall not commence any phase or task of the Project as identified on the Schedule without the prior written consent of the City Manager.
 - b. The Project shall be also completed in accordance with the Budget attached as **Exhibit C**. No amounts on any line item on the budget may be exceeded, transferred, or otherwise modified without the City Manager's prior written consent. The parties acknowledge that the Budget may contain an escalator clause with regard to scope of work or payment, however, for any escalator clause to be triggered, Abonmarche must obtain the advance written approval of the City Manager.
 - c. Abonmarche's performance of the Project shall be in compliance with the requirements set forth in the SAW grant agreement with the MDEQ, a copy of which is attached as **Exhibit D**. If the City is required to repay or it is decided the City is ineligible to receive SAW grant funds for work due to non-compliance with the grant requirements that is attributable to Abonmarche, Abonmarche will forego payment for or will refund to the City any such amounts. Any required repayment shall be made within 30 days after the City notifies Abonmarche of the need for repayment. Abonmarche may, without expense to the City, appeal on behalf of the City any MDEQ decision denying payments or requiring repayment to the extent such appeal rights exist.
 - d. The parties may mutually agree, with prior written approval of the City Manager, to modify which party (Abonmarche or the City) shall perform which task or portion of the work from that as identified in the Schedule attached as Exhibit B. The Schedule and Budget will be adjusted in accordance with any such direction from the City Manager.
 - e. Abonmarche shall report directly to the City Manager regarding issues pertaining to the Project. Abonmarche shall provide monthly written updates to the City Manager regarding the status of each phase of the Project, including, but not limited to, updates on the Schedule and Budget. In addition, Abonmarche will comply with any MDEQ reporting requirements imposed upon the City as a condition of the SAW grant and shall provide the City with any information and maintain all records within its possession or control necessary for the City to timely meet SAW grant reporting and record-

keeping requirements. Abonmarche shall report to the City Manager promptly upon discovering them any needs to deviate from the Schedule and Budget as each may from time-to-time be amended.

2. Compensation. The City shall pay Abonmarche a sum not to exceed \$1,770,004.00, comprised of both the SAW grant award funds and a City match, as provided for in Exhibit A, unless otherwise authorized in writing by the City Manager. Contrary to the terms of the Proposal attached as Exhibit A, any work that Abonmarche subcontracts to a third-party contractor or sub-consultant, shall be subject to a mark-up not to exceed 5% for sub-consultants performing closed circuit sewer video services and not to exceed 15% for sub-consultants performing other services.

3. Qualifications. Abonmarche represents and promises that it employs adequate certified, registered, and licensed professionals duly qualified to practice in Michigan and to perform the services required by this Agreement or that it will, at its sole expense, engage sub-contractors or consultants who are so qualified.

4. Warranties and Compliance. The standard of care for services performed or furnished by Abonmarche and its employees and agents will be the same care and skill ordinarily used by members of the professions practicing under similar circumstances at the same time and in the same locality. Abonmarche's performance of the Agreement shall comply with all applicable laws, rules, and regulations.

5. Ownership of Work Product. The City shall own all drawings, reports, and other materials provided to the City by Abonmarche, whether in hard copy or electronic media form. The City shall have free access to the above named materials during normal business hours of Abonmarche during and after completion of Abonmarche's duties under the Agreement. The City may use the copies provided by Abonmarche in any manner it chooses, however any use by the City, other than in connection with completing the projects for which the plans were made, is at the City's sole legal risk and full legal responsibility. To the extent allowable by law, the City shall defend, indemnify, and hold harmless Abonmarche from all claims, damages, losses, and expenses arising out of or resulting from any use by the City, other than in connection with the Project. Abonmarche retains the right to use all drawings, reports, and other material provided to the City, whether in hard copy or electronic media form, in any manner Abonmarche chooses.

6. Equipment and Supplies. Abonmarche shall, at its sole expense, provide all necessary equipment and supplies for performance of the services under this Agreement.

7. Audit and Records. Abonmarche and its subcontractors and sub-consultants shall cooperate with any financial audit required for the City's compliance with the terms of the SAW grant (including but not limited to providing any necessary written authorizations) and shall comply with generally accepted accounting principles and generally accepted government auditing standards. Abonmarche and its subcontractors and sub-consultants shall maintain records pertaining to the Project for a minimum of 3 years following satisfactory completion of the Project and shall make such records available to the City upon the City's written request.

8. Term. This Agreement shall terminate when the Project is complete, however, this Agreement may be terminated before the Project is complete under any of the following circumstances:

a. If the City and Abonmarche mutually agree in writing, this Agreement may be terminated on the terms and dates so stated.

b. If either party gives written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 28 days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.

c. If Abonmarche fails to maintain its qualifications as provided in the Agreement, the Agreement shall automatically terminate.

d. If Abonmarche dissolves or two or more of its principals leave Abonmarche and the City, in its sole opinion, believes Abonmarche is incapable of completing the Project under the terms of this Agreement, the City may terminate this Agreement upon 14 days written notice to Abonmarche.

e. If Abonmarche files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, this Agreement shall automatically terminate.

f. If Abonmarche violates any terms contained in Exhibit D, or causes the City to violate the terms contained in Exhibit D.

g. By the City upon 30 days written notice with or without cause.

9. Effect of Termination. Upon termination of this Agreement neither party shall have any further obligation except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to Abonmarche, Abonmarche shall immediately discontinue all services (unless the notice directs otherwise) and deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from Abonmarche's default, breach or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid Abonmarche on a time and expense basis but no amount shall be paid on profit anticipated for services not yet performed by Abonmarche. This adjustment shall be calculated based on an accounting provided by Abonmarche to the City of hours expended for services performed and direct costs incurred but not yet billed as of the date of termination and shall use as a basis the rates provided Exhibit A.

10. Insurance.

a. Abonmarche shall obtain and maintain a comprehensive general liability insurance policy, automobile coverage, and any requisite endorsements, covering the activities of Abonmarche and its officers, employees, contractors, and other agents involved in the Project with coverage of not less than \$1,000,000. Abonmarche shall also obtain and maintain a professional liability insurance policy, and any requisite endorsements, covering the activities of Abonmarche and its officers, employees, contractors, and other agents involved in the Project. Abonmarche shall ensure that all subcontractors and sub-consultants used for the Project have commercially appropriate liability insurance, covering professional liability, injuries, and property damage occurring during the Project.

b. Upon the City's request, Abonmarche shall provide a copy of the certificate(s) of insurance to the City, together with any requisite endorsements, showing such policy and coverage to be in place and the premiums have been fully paid. That insurance shall provide that coverage cannot be modified or terminated without at least 30 days prior written notice to the City.

11. Indemnification. Abonmarche shall hold the City (defined for the purposes of this provision to include the City's officers and employees) harmless from, indemnify it for and defend it from (with legal counsel reasonably acceptable to the City) against any claims, causes of action, law suits, administrative proceedings, judgments, awards, or orders arising from Abonmarche's performance under this Agreement.

12. Assignment. Neither party may assign this Agreement or its rights, duties or obligations under this Agreement without the other party's prior written consent. Upon any permitted assignment, the assignee shall have all of the rights, duties and obligations of the assignor.

13. Non-Discrimination. Abonmarche and its subcontractors and sub-consultants shall comply with the Elliot Larson Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

14. Miscellaneous.

a. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to addresses first written above or delivered to the contact persons for either party.

b. To the extent any term contained in this Agreement conflict with any term contained in an attached Exhibit, the terms of this Agreement shall control. To the extent any term contained in Exhibit(s) B or C conflict with any term contained in Exhibit A, Exhibit(s) B and C control. If any term contained in Exhibit D conflicts with this Agreement or Exhibits A, B, or C, Exhibit D shall control.

c. This is the entire agreement between the parties regarding its subject matter. This Agreement may not be modified or amended except in writing signed by the parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the Agreement.

d. The parties represent, warrant and agree that they have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of entering into this Agreement and are signing this Agreement after having been fully advised as to its effect. This Agreement shall be construed as if mutually drafted.

e. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from, or to enforce any provision of this Agreement shall be solely in the state courts in Van Buren County, Michigan.

The parties have signed this Agreement as of the date first above written.

CITY OF SOUTH HAVEN

ABONMARCHE CONSULTANTS, INC.

By: _____
Robert Burr, Mayor

By: _____
Christopher J. Cook, P.E.
President/Chief Executive Officer

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2015

Date Signed: _____, 2015

January 13, 2015

Mr. Brian Dissette, City Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090-1499

Re: SAW Grant Services

Dear Mr. Dissette,

In 2013 the City of South Haven submitted an application for Stormwater, Asset Management and Wastewater (SAW) Grant Funds. In September 2014 the City received notice that their grant application had been approved for Wastewater Asset Management Plan, Stormwater Asset Management Plan and Design Engineering Costs. The following is our proposal to assist the City in executing the work defined in the grant application.

WORK PLAN

Asset Management

Although inventorying a utility's physical assets is an important step in any asset management program, optimal programs provide utilities with the tools and information needed for making data-driven decisions to better prioritize maintenance actions, minimize system downtime, and complete capital and strategic planning for replacing and rehabilitating distribution system components.

An asset management plan provides a structured framework for improving system performance and justifying future planning and expenditures – particularly important given today's limited budgets and aging infrastructure. A comprehensive asset management program includes:

- System inventory
- Condition assessment
- Maintenance program
- System planning and needs assessment
- Financial analysis
- Capital improvement plan and program
- Capital management system

To ensure the needs of the City of South Haven are met in an efficient and cost effective manner, we propose the following scope of services to evaluate the current state of the community's assets and assist the City in crafting a long-term asset management and funding strategy.

The tools developed as part of the wastewater and stormwater asset management plans (AMPs) will allow the City to move from reactive system repair to predictive rehabilitation and maintenance, thus minimizing the risk of failure of critical infrastructure components.

The AMPs developed for wastewater and stormwater will provide valuable information for short-term and long-term capital improvement planning, sewer rate strategies, and ensuring successful and cost-efficient ongoing operation of the City's wastewater/stormwater collection systems.

Based on our knowledge of the City's infrastructure and the SAW Grant requirements, we anticipate the following scope will meet the City's needs for stormwater and wastewater Asset Management.

1. Project Initiation

Meet with the City to kick-off the project and obtain background information to assist us in understanding the City's infrastructure systems. This will help us confirm what the City owns and where the assets are located. The process will include obtaining and reviewing available paper/electronic mapping of the systems, historical records, complaint records, existing condition assessments, O&M history, costs and revenue structure, applicable ordinances, flow and rainfall data as well as groundwater measurement data. During our meetings with the City, we will also review existing numbering systems and develop protocols for going forward.

The SAW grant asset management plan is required to include the following:

- Asset inventory and condition assessment
- Level of service
- Criticality of assets
- Operation and maintenance (O&M) strategies/revenue structure
- Long term funding/capital improvement planning

2. Asset Management Organizational Structure

Assist the City in the creation of an asset management organizational structure and the development of an asset management policy.

The Asset management organizational structure will include roles and responsibilities of staff, elected officials, citizen representatives, consultants, etc. Developing an asset management plan that can be utilized by the City to provide the data necessary to maintain its existing assets and plan for future needs requires a commitment from all parties from City administrators to the operations personnel responsible for day to day maintenance and repairs of the City's infrastructure. It also requires policies be established that are workable in the field and allow access to data that is easily accessible to those responsible for planning and finances. As part of this process, we expect to:

- Establish organizational structure for asset management implementation, including roles and responsibilities for all levels.
- Develop an implementation schedule that is workable within the time frame of the grant conditions.

- Outline policies that will define the desired final management plan that include data management, risk management, desired levels of service, life cycle management, and implementation.
- Expected deliverables are: Definition of city roles/responsibilities, organizational chart, and operation and maintenance policies

3. Asset Inventory and Condition Assessment Determination

The goal of the Asset Inventory portion of this task will be to identify data gaps and other information needed regarding the City's infrastructure. This will also include determining the extent of storm and sanitary structure GPS survey required for improved system locating/GIS mapping. We expect to field locate all sanitary and storm sewer manholes, with high accuracy to determine rim grades. We will also investigate sewer routes for manholes not located on existing maps. Our physical assessment will seek to determine as many of the GIS attributes defined by the City as possible; including inverts, type, size, etc. for the number of structures defined below in the Condition Assessment. The City will conduct the data entry into the City's GIS database.

Condition assessment information, along with historic asset performance and theoretical performance expectations will form the basis for infrastructure deterioration forecasting. Other tasks that will be completed include:

- Existing record drawings will be used to label the sanitary and storm sewer pipe including diameter, age, approximate invert elevation, and material in the GIS System. City staff will review all record drawings, compare with GIS data, and produce GIS shape files of storm and sanitary sewers. Within the GIS database, City staff will create data links to electronic images of record drawings where possible (scanned images of original paper drawings already exist for much of the system, though some scanning will be required). Where record drawings, former system maps, and current GPS data do not agree, City staff will make note of required manhole inspections to confirm existing underground pipe configuration.
- Identify areas of known collection system problems, such as basement flooding and/or SSOs (based on City staff feedback).
- Identify all sewers that have been recently televised as part of City's ongoing cleaning/televising efforts. If existing videos are adequate for PACP ratings, the more recent sewer videos (less than 5 years old) can be used to establish pipe ratings for the asset management component. We will work with the CCTV contractor and the city to determine the most accurate, consistent, and efficient method of developing pipe ratings from the existing sewer videos. Current videos are linked/cataloged through an excel spreadsheet by Manhole Number with no linkage to GIS. Abonmarche and city staff will work together to capture all existing pipe inspection video files, pipe inspection reports, and PACP coding data (where it exists) from previous records and studies. City staff will review the completeness of these existing data records and provide an updated map of desired pipe inspection work to be completed.
- Compile key findings and recommendations from previous drainage studies, including the identification of areas of known concern.

- Inspect each pump station in detail including developing a list of equipment at each station; equipment condition; structure condition; the system hydraulic capacity; and electrical, SCADA, and power conditions. Abonmarche will provide a draft inspection checklist for city staff review. We will review existing conditions with city WWTP staff and system maintenance personnel and gather information that they already have available.

As a separate additional service, we will GPS survey locate visible water system hydrants and water valves to assist the City in managing distribution system assets. We expect the cost of this to be **\$10,000**.

Data Management

The City already maintains a GIS system for sanitary sewers with defined attributes to be collected. We will work with the City to implement a system for storm sewers that will replicate the current system, be maintained and updated by the City once the project is complete, and be expanded to meet the growing needs of the City, while meeting the requirements of the MDEQ. The City is currently preparing GIS database entry of As Builts and sewer leads for the north side of the city. They expect to continue to the south side as time and funding allow. The storm sewer system is currently tied to an old system map with no plan links or verified accuracy. We expect the City to provide all data entry into the GIS system as a component of their local match.

Determine City's software and hardware needs for:

- ArcGIS (software, workstations) - expected to be minimal.
- CMMS software (for asset management and work order optimization). Coordinate with City staff to integrate a new CMMS system for improved efficiency of O & M efforts.
- Work with City staff to determine appropriate hardware and software needs for the City, including any necessary staff training.

Identify additional sewer mapping/digitization needs, including:

- Unmapped sewers, manholes, and catch basins
- Detention ponds and outlet structures
- Culverts/bridges
- Open channels / drains

Condition Assessment- Wastewater

Sewer cleaning and CCTV (PACP ratings)

- Recently several areas were video inspected as part of a S2 Grant Sewer Study. This project will focus on areas west of I-196 that have not been inspected recently. We expect to inspect 8-11 miles of sanitary sewer, not including sewers televised in the last 5 years, and only sewers older than 20 years (constructed prior to 1993).
- We will develop a request for proposals from subconsultants for CCTV inspection work based upon updated maps and input from city staff. The subconsultant contract will provide for the option of sewer cleaning by city staff or by the subconsultant, depending

upon staff availability. Abonmarche to survey location of any previously unmapped structures which may be discovered during the CCTV inspection work. Abonmarche to provide all pipe inspection videos, reports, and coding data to city staff for import into the GIS database.

- The project team will coordinate directly with the sewer CCTV contractor to oversee the PACP coding during the first 1-2 weeks of sewer televising effort to ensure that the data will be compatible with the City's GIS/CMMS and will be usable for the asset management plan.
- Using recently-televised sewers identified above, we will review sewer videos and apply PACP rating methodology to code pipe defects. Total quantity to be determined based on availability and quality of existing televising data and available budget. Link video data to GIS.
- Manhole inspections (MACP ratings)
 - Inspect manholes in areas where CCTV efforts will occur. Assuming 54,000 linear feet of the City's collection system are televised, this would translate to approximately 150-250 manholes in key locations to be defined by the city. We will inspect additional manholes if budget allows.
 - City staff and Abonmarche will work together to develop a checklist for manhole inspections. The primary purpose of the manhole inspections will be to field verify the accuracy of the new GIS system maps where other records are inconclusive. The secondary purpose will be to gather useful information about structural or operation and maintenance conditions. As such the manhole inspections will meet the requirements outlined on the attached Requirements for Manhole Inspections. Abonmarche will perform the manhole inspections and return the data to city staff for import into the GIS database.

Condition Assessment- Stormwater

Sewer cleaning and CCTV (PACP ratings)

- We will develop a request for proposals from subconsultants for CCTV inspection work based upon updated maps and input from city staff. The subconsultant contract will provide for the option of sewer cleaning by city staff or by the subconsultant, depending upon staff availability. Abonmarche to survey location of any previously unmapped structures which may be discovered during the CCTV inspection work. Abonmarche to provide all pipe inspection videos, reports, and coding data to city staff for import into the GIS database.
- Focus on approximately 50% of the total system, not including sewers televised in the last 5 years, and only sewers older than 20 years (constructed prior to 1993). Confirm which sections should be televised and use GIS to calculate total pipe length.
 - City-owned storm sewer assets: 82,000 lineal feet are expected to be evaluated (based on the assumption of at least 31 miles of storm sewer. The City has currently identified 31 miles with more to be identified and mapped.)
 - The televising effort will focus on those areas with known problems, such as frequent repair/maintenance needs, flooding problems and age.
- The pipe rating methodology will be equivalent to sanitary sewer CCTV efforts.
- Manhole inspections (MACP ratings)

- Perform physical inspections of storm sewer manholes within the storm sewer televising areas. It is anticipated the percent of manholes inspected will be similar to the percentage of storm sewers televised, or about 300-400 manholes.
- City staff and Abonmarche will work together to develop a checklist for manhole inspections. The primary purpose of the manhole inspections will be to field verify the accuracy of the new GIS system maps where other records are inconclusive. The secondary purpose will be to gather useful information about structural or operation and maintenance conditions. As such the manhole inspections will meet the requirements outlined on the attached Requirements for Manhole Inspections. Abonmarche will perform the manhole inspections and return the data to city staff for import into the GIS database.
- For all televised sewers and inspected manholes, research as-built drawings to determine pipe age and confirm pipe material.
- Field testing for the presence of E. coli at the City's beaches. City staff to select locations for stormwater sampling after completion of the mapping work. Abonmarche to solicit proposals from subconsultants. Abonmarche to coordinate sampling/testing and report results to the city.

4. Level of Service

The goal of this task will be to determine the level of service warranted by the City to deliver reliable services at a reasonable cost which is also consistent with applicable regulations. This will include determining the City's risk tolerance and conveyance capability.

- Assist the City in developing a baseline for the existing LOS for the sanitary and storm sewer systems based on minimum O&M activities and corrective action for critical failures in the system.
- Develop additional LOS criteria to represent increasing levels of annual spending requirements for O&M and capital/system renewal projects.
- Identify LOS components for inspection, preventative maintenance, corrective maintenance, and system renewal of each asset group (such as manholes, pipes, lift stations, etc.) and LOS level identified.
- Assist the City in updating ordinances, if needed, to comply with LOS. Ordinance development will be contracted directly with the City or as a subconsultant to Abonmarche.
- Attend two public meetings, if required, to educate the public on ordinance updates.

5. Criticality of Assets/Risk Management/Asset Management

This includes a determination of how to prioritize projects identified in the asset management program(s). The goal of this task is to identify areas of the system that have the highest risk and consequence of failure in the community. We will have a discussion with the City to determine potential critical facilities and additional analysis required to determine the critical facilities.

We will also study the system to determine condition, life expectancy, value of assets, prioritization of assets, etc.

Asset Management Plan- Wastewater

- Import CCTV and manhole inspection data, as well as field survey data, into the sanitary sewer GIS database. Abonmarche and city staff will work together to study the overall system conditions identified during the condition assessment and assign a Risk of Failure value to each pipe that has been assessed.
- Work with City staff to determine appropriate characteristics to use to establish a Consequence of Failure variable and assign consequence of failure ranking for each pipe rated in the system. Characteristics may include: population served, roadway traffic impacted during system repair, depth, accessibility, environmental issues, groundwater depth, potential for flooding, etc.
- Using the Risk/Consequence factors, establish a priority ranking (“Criticality Index”) to be used to develop a list of repair/replacement/rehab needs. Abonmarche and city staff will work together to devise a formula to calculate the criticality index based upon the risk of failure and consequence of failure defined above. We will utilize the city’s current Water Vulnerability Assessment as a basis for the Criticality Index.
- Using the City’s already completed (in GIS format) roadway (PASER) and our storm sewer pipe ratings as a cross reference, use GIS to determine where coincidental high priority areas exist and add these to the list of Early Action Projects to be added to the Capital Improvement Plan.
- Utilize a Deterioration Forecasting Model, developed within the Asset Management software, based on current asset condition, depth, material, and age. This will be used to forecast system repair/rehab/replacement needs.
- Provide recommendations for future (ongoing) system inspection needs.

Asset Management Plan- Stormwater

- Import CCTV and manhole inspection data, as well as field survey data, into the sanitary sewer GIS database. Abonmarche and city staff will work together to study the overall system conditions identified during the condition assessment and assign a Risk of Failure value to each pipe that has been assessed.
- Work with City staff to determine appropriate characteristics to use to establish a Consequence of Failure variable and assign consequence of failure ranking for each pipe rated in the system. Characteristics may include: population served, roadway traffic impacted during system repair, depth, accessibility, environmental issues, groundwater depth, potential for flooding, etc.
- Using the Risk/Consequence factors, establish a priority ranking (“Criticality Index”) to be used to develop a list of repair/replacement/rehab needs. Abonmarche and city staff will work together to devise a formula to calculate the Criticality Index based upon the risk of failure and consequence of failure defined above.
- Using the City’s already completed (in GIS format) roadway (PASER) and sanitary sewer pipe ratings as a cross reference, use GIS to determine where coincidental high priority areas exist and add these to the list of Early Action Projects to be added to the Capital Improvement Plan.
- Utilize a Deterioration Forecasting Model, developed within the Asset Management software, based on current asset condition, depth, material, and age. This will be used to forecast system repair/rehab/replacement needs.

- Provide recommendations for future (ongoing) system inspection needs, including CCTV, pond inspection, bridge/culvert inspections, and stream bank inventories.

6. Financial Analysis/Operations and Maintenance Strategies/Revenue Structure

This task will include a review of current infrastructure budgets/operation and maintenance costs and how these costs can be balanced with a proactive program. The goal of strategic planning is to find the point in an asset's life cycle where the cost of replacement is balanced against the accelerating cost to maintain it and declining level of service. The goal of O&M Strategies is to improve system performance and preserve the asset's condition (i.e. maximize planned maintenance and minimize emergency maintenance). This task will include discussions with the City to determine current O&M activities (cleaning activities, training programs, etc.) and determine potential future consultant and City work efforts required to enhance the City's O&M program. The City is expected to form a committee of key staff members to define goals and objectives. Abonmarche will solicit and request presentations from software vendors who can assist with managing the O&M activities. City staff will ultimately make the final selection of the preferred vendor, purchase the software directly (grant eligible) and perform implementation tasks. We will develop user charge systems (in conjunction with City staff and a rate consultant) to ensure financial viability of the plan.

Rate Study / Revenue Recommendations

- Review existing rate structure, debt obligations, and existing sanitary sewer budget.
- Identify current funding gap based on CIP and AMP.
- Evaluate additional annual revenues necessary to maintain an adequate Level of Service.
- Identify impacts on key ratepayers.
- Identify revenue options for future funding (i.e. rate increases, different rate structure(s), etc.)
- Review all existing capital and O&M costs related to the City's storm sewer assets. This will result in a comprehensive set of system needs that the City can use to determine total system revenues necessary to address its stormwater infrastructure.

7. Long-Term Funding/Capital Improvement Planning

The goal of the Long-Term Funding/Capital Improvement Planning (financial management) will be to identify how much and when money will be needed, based on projects identified, to meet the level of service goals to maintain the system at or above the identified minimum condition. This task will include discussions with the City and historical/projected infrastructure cost information to assure that adequate information will be available to perform the funding/CIP analysis. We will also consider alternative forms of revenue creation to assist with funding the work.

The GIS database work as defined above will provide a framework for future on-going efforts by the City. As needs are identified and future projects completed, the GIS database can be updated by city staff on a continual basis. This will include future mapping changes as projects are constructed and it can include future condition assessments as deterioration occurs and underground pipes are reassessed over time. In short, the GIS database can serve as the central record of existing conditions as they change over time.

We understand that City staff desires to organize a Capital Improvement Planning database including a central database of all planned future capital improvements. This could be updated by city staff each time a project is proposed, altered, or completed. Each project would have a single record defining the scope, cost, and schedule. The scope of the project could be user defined based upon needs identified in the GIS database. The cost of each project could be allocated to the appropriate budgetary fund. The schedule for each project could be located in the proper fiscal year to accurately allocate expenses. The summation of all projects could then result in a multi-year expense forecast for each fund. Revenue forecasting could then be joined with expense projections to show future fund balances and become a tool for making decisions on individual project commitments, making better use of available funds.

The multi-year plan of all of the projects could be accompanied by a deterioration forecast, ultimately addressing the question of whether (or to what degree) available funding is keeping up with the needs of the system.

Once the current and future needs have been identified, the project team will begin structuring a funding and financing strategy for the identified needs. This will include the preparation of grant and financing applications to various state and federal agencies as appropriate. We will study multiple scenarios for 10- and 20-year durations to guide the City well into the future.

Asset Management Plan – Fees

The attached spreadsheet identifies the derivation of cost for the Asset Management Services. The grant eligible costs include software, hardware, and training as well as subconsultant costs which are still to be determined. It is expected that City in-kind services will total in excess of \$200,000 for the Asset Management effort – primarily for GIS and sewer cleaning services. We will work with the city and the CCTV contractor to define specific roles and in-kind reimbursement for sewer cleaning services. The actual split between our fees and City in-kind services may vary based upon available budgets, subconsultant costs, and other mutually agreeable factors. It is expected that the required match amount (\$300,332) will ultimately be provided by the city with in-kind services for the Asset Management Plan defined above and/or design services outlined on the following pages. The proposed fee for Asset Management services is expected to be **\$1,090,144, less the city in-kind for Sewer Cleaning**. Our fees will be billed monthly and will include subconsultant fees with a 15% markup. It is expected that the City will be reimbursed by the SAW Grant for all but \$10,000 (water system work defined above). The attached schedule identifies the expected progression of work throughout this project.

Design Services

The SAW Grant also provides for reimbursement for design engineering services for projects identified in the Draft Project Plan being prepared with the assistance of an S2 Grant, also through MDEQ. The attached map shows the projects identified in the Project Plan. The Dyckman and Kalamazoo Street Projects will be completed by the City and are not included in this proposal. A brief summary of the sewer work recommended for each area is defined below:

1. Peterson Ravine Interceptor

The area of the Peterson Ravine is indicated as a 100-year flood plain. The sewer manholes are susceptible to inundation due to storm water runoff in this area. Based on our inspection of these ravine manholes and sewer inspection videos, we were able to identify several likely sources of the I/I in this area. The entire length of the ravine has been reconstructed or rehabilitated within the last 10-12 years. As a result, alternatives for reducing the wet weather flow response target the manholes and cleanouts that were identified during the SSES inspection conducted as part of the Draft SRF Project Plan.

Our services are expected to include defining the elevation of low-lying manhole castings, mortar sealing chimney/casting joints, chemical grouting leaky manholes, and installation of exterior inflow/infiltration countermeasures to prevent water ingress through the joints between the manhole castings, chimneys and manhole cone.

2. Center Street Project

This project involves correction of significant alignment and structural defects in the gravity sewers along this 712 foot stretch of Center Street from the intersection with Aylworth Avenue to the Abell Avenue intersection. This stretch of sewer has numerous significant alignment defects in the form of pipe sags of up to 80% of the pipe diameter. These segments of gravity sewer are not able to drain properly and typically result in blockages that may result in backups or the need for frequent maintenance. These sections also exhibited running infiltration defects which contribute to downstream capacity issues in the Peterson Ravine Interceptor. Full replacement is warranted to address the issues observed within this segment of pipe; including new asphalt, curb and gutter, driveway approaches, replacement of the existing 6" water main with a new 12" water main, replacement of existing storm sewer and catch basins, sidewalk ramps and sidewalks where disturbed by services.

3. Center Street Sewer Separation Project

This project involves the removal of nine (9) catch basins that are connected to the sanitary sewer system. Smoke testing revealed interconnected catch basins on Center Street at the intersections of Lyon and South Haven Streets. Removal of these catch basins and their storm drainage will require reconstruction of the storm and sanitary sewers in this two block length of Center Street; including new asphalt, curb and gutter, driveway approaches, replacement of the existing 6" water main with a new 12" water main and services, replacement of existing storm sewer with services to each parcel, resurfacing to Green Street, sidewalk ramps and sidewalks where disturbed by services.

4. Abell Avenue Project

The section of Abell Street between Indiana Avenue and Kalamazoo Street contains 5 structural defects rated Poor (Grade 4). These defects are significant alignment defects that impact the grade and drainage of the gravity sewer. Water sags involving 50% - 75% of the pipe do not drain properly and result in blockage, backups and frequent maintenance. Full replacement is warranted to address the issues observed within this segment of pipe; including new asphalt, curb

and gutter, driveway approaches, adding a new 8" water main, storm sewer at Indiana Avenue, sidewalk ramps and sidewalks where disturbed by services.

5. Lyon Street Project

Structural defects are present in the section of gravity sewer on Lyon Street between Indiana Avenue and Kalamazoo Street. Severe water level sags, offset joints and intruding service taps are present in this section of pipe. Full replacement is necessary to address the structural problems identified in this section of pipe; including new asphalt, curb and gutter, driveway approaches, replacement of water main and storm sewer with water and storm services to each property, resurfacing the block where utility work is not required, sidewalk ramps and sidewalks where disturbed by services.

6. Indiana Avenue Project (North Segment)

This project involves a section of Indiana Avenue from South Haven Street to Van Buren Street, including the side streets on South Haven Street, Monroe Street, and Clinton Street. These adjoining segments represent 2,595 ft. of pipe which qualify for SRF Project participation based on their poor structural condition and alignment defects that present a significant risk of failure or the need for ongoing cleaning and maintenance. Full replacement will address the observed defects; including new asphalt, curb and gutter, driveway approaches, replacement of dual water mains with a single 12" water main, replacement of aging storm sewer and extending to outlet on Van Buren and Monroe Streets, sidewalk ramps and sidewalks where disturbed by services. The project will also address water main replacement and storm sewer additions on Clinton, Monroe, and South Haven Streets. Homes will be served with storm laterals to facilitate disconnection of illicit sanitary sewer connections.

7. Edgell Street Project (East Segment)

The sewers on this 350 foot stretch of East Edgell Street exhibited structural defects rated Grade 5 and Grade 4 (Immediate Action and Poor). Based on the types of deterioration, reconstruction is the most viable option to address the structural defects identified in this segment of the pipe; including new asphalt, curb and gutter, driveway approaches, replacement of 4" water main with new 8" water main, adding 12" storm sewer with services to each property, sidewalk ramps and sidewalks where disturbed by services.

8. Black River North Interceptor Sewer

The sections of sewer between Sanitary Manhole 562A, 562 and 563 are located on the west bank of the Black River. This area has been redeveloped with single and multi-family residences. Over time, these structures have been constructed over top of the pipe. In one case, the pipe runs through a basement space. Manhole 562 appears to have been removed and the sewer alignment has been changed with bends with multiple elbow fittings bends. The pipe was inspected starting on both ends, but these surveys had to be abandoned due to the severe pipe deflections. In its current configuration, the pipe cannot be cleaned, inspected, or maintained because of the pipe alignment and location with respect to the residences.

As the aging clay pipe continues to deteriorate, the potential for breakage and collapse increases, and there no effective way to locate, access and address a blockage or collapse. There are significant construction code and public health issues with the existence of a sanitary sewer pipe running beneath a residence. These issues cannot be addressed without reconstructing and rerouting the pipe. Preliminary estimates account for replacement of the existing Portland Cement Concrete pavement and curbs with requisite adjustment to the existing drainage structures to facilitate this replacement. We have been informed of existing soil conditions that may necessitate the use of lightweight fill or expanded polystyrene fill materials in order to account for unstable and highly compressible underlying soils. Based on these factors, it may be advisable to minimize roadway involvement in the selection of a new route along the Black River Street right-of-way.

9. North Shore Drive

The sanitary sewers and manholes on North Shore Drive between Dyckman and Baseline Road have documented maintenance issues. Over the past 10 years these sewers have been the source of several complaints. These aging clay sewers exhibit a variety of structural and infiltration related defects. Over one half of the service connections along this stretch of roadway are broken-in and are exhibiting structural defects, infiltration, and severe root intrusion. During video inspection, fine sand and sediments can be seen entering the pipe at several of the joints and service connections. The mains in North Shore Drive have been cleaned and televised 4 separate occasions since 2003. Evidence suggests that the main sewer becomes blocked with sand and soil every 2 – 2.5 years to the point that service is compromised and maintenance is needed. The defects in the sewer main will be addressed with replacement along with new asphalt, curb and gutter, driveway approaches, full replacement of storm sewer, including outfalls at Newcome Beach and the North Street Right-of-Way, removal of existing 6" and 8" water main and connection of water services and hydrants to a new 12" water main, sidewalk ramps and sidewalks. This project may ultimately be combined with other funding sources (MDOT) for construction.

10. Main Lift Station

In reviewing the history of the system two of the City lift stations stood out due to their frequency of maintenance/repair work, history of I/I issues and frequency of Sanitary Sewer Overflow (SSO) events. Over the last ten (10) years, nearly all of the SSO events in the system are attributable to either the Main Lift Station or the Indian Grove Lift Station. These two stations were examined as part of this study to determine a means of addressing these ongoing issues.

The Main Lift Station is responsible for pumping the entire area of town south of the Black River as well as nearly half of the area within the City on the north side of the Black River. This station sees the greatest volume of wet weather flows. Flow modeling conducted as part of the S2 Study shows that this station has a capacity deficiency when handling wet weather flows from larger rain events. This finding is substantiated by the record of 7 SSO events occurring at the station since 2001. Of these 7 events, 5 are directly attributable to the excess wet weather flows.

Observed wet weather flows, modeling results, and the history of SSO events make a clear case that additional capacity is necessary to reduce the risk of SSO events at this station. Reconstruction of the station with additional pump capacity will allow the Main Lift Station to handle peak wet weather flows and comply with the requirements of the City's NPDES permit.

The existing lift station is located on a small parcel on the east bank of the Black River where it accepts flow from Dunkley Avenue as well as a river crossing located north of Dyckman Avenue and east of Black River Street. The physical size of the station is undersized for the quantity of flow that is predicted at this station. Due to the configuration of the sanitary sewer and the small size of the parcel, it is not practical to reconstruct a new Lift Station on this site. For this Main Lift Station, it is most practical to leave the existing station in service during the construction of a new station closer to the Wastewater Treatment Plant. The construction of a new Main Lift Station would also provide an opportunity to combine the Main Lift Station and Wells Lift Station into a single installation. This approach is also suggested by previous studies of the Wastewater Treatment Plant, Headworks, and Pumping Stations performed in 2011. We expect to subcontract with HRC, the consultant who has completed previous studies and has an excellent working knowledge of issues at the WWTP, for significant portions of the design work related to the Main Lift Station consolidation.

The replacement of the Main Lift Station is expected to occur on the Site of the Wastewater Treatment Plant.

11. Indian Grove Lift Station

The sewers and lift station at Indian Grove have been perhaps the single biggest point of concern in the City of South Haven's Wastewater Collection system. The station, installed in the 1950's, is a flooded suction station with masonry superstructure. For several years, the area served by this lift station has experienced issues with the reliability of their wastewater service. Prior to work done in 2010, the station had experienced severe issues with wet weather flows. These peak flows resulted in some backups which prompted some users to install check valves to prevent basement flooding.

Since removal of illicit connections in 2010, peak flows at the station have been significantly abated. Wet weather flows are down markedly, but there are still issues at the station. The substructure appears to be in good condition, but the superstructure is in need of repair/reconstruction to prevent severe failure. The masonry structure and brick veneer are cracking and failing in multiple areas. In addition, the roof and drain system are both in need of repair to prevent the formation of ice dams and further spalling of the building façade.

The Indian Grove Lift Station and its force main have been the source of six (6) sanitary sewer overflows. Specifically, these overflows all stem from broken or cracked sections of force main. Two (2) of these records indicate that a Contractor had caused the issues, but the remaining four (4) records indicate cracks in the force main at the aerial crossing of a small creek just north of the lift station. These spills resulted in the release of raw wastewater to the creek which flows 1,200 feet west to Lake Michigan. The pipe crossing the creek is unsupported and non-insulated; factors that have played a large role in the spills and documented reliability issues with this force main.

The city has already undertaken several projects to systematically replace the aging and tuberculated 10-inch force main between the station and the discharge point on Kalamazoo Avenue. These projects include replacement of (shortening) the existing force main in order to recover the lost production from the pumps. The piping within the station and the creek crossing to the north are still original. These portions of the piping will be replaced during the structural work on the station and with the addition of a flow meter to measure and track the actual flows from this station. This replacement will also address the SSO issues with the aerial creek crossing.

Based on the physical condition of the lift station, force main, and presence of an uninsulated and unsupported aerial crossing at the creek, we have recommended two projects to address these issues. The lift station is in need of a structural and façade repairs to address the deterioration in the superstructure. As part of the work on the station, the existing plumbing and pumps within the pump chamber should be replaced and we also recommend rerouting the force main crossing beneath the creek.

The Indian Grove project also encompasses improvements on Monroe Boulevard. These improvements are expected to include new asphalt with widened shoulders, driveway approaches, water main, sanitary sewer, and possibly storm sewer, curb and gutter and sidewalk. This reconstruction includes an additional 750 feet of force main replacement on Monroe Boulevard and Lovejoy Avenue to a point approximately 400 feet east of the Monroe-Lovejoy intersection, for a total of 1,300 ft. of force main replaced. It is assumed that the force main work on Lovejoy would be done outside the roadway and would not involve pavement replacement or other utility improvements outside the Monroe Boulevard right-of-way. Several potential drainage improvements have also been identified to address existing undersized and failing culverts as well as connection of existing field tile drains. Details of this project will be determined through a significant public input process.

The Scope of Services for the Design Services will generally be consistent for each project, including the following services:

Conceptual Design Phase

1. Kickoff meeting with city staff to review the project scope, work plans, schedule and special design and regulatory considerations. This meeting is intended to set the stage for a clear understanding of the project goals, timelines and lines of communication.
2. Boundary and Topographic survey – this will include survey control on state plane coordinates and vertical datum to match the city’s datum. Cross-sections will be completed at 50 foot intervals and at driveways.
3. Soil borings and pavement cores – we will complete the necessary borings/corings for the project. This will provide a good understanding of the conditions for contractors which will result in better bids.
4. Preliminary sanitary sewer, storm sewer and watermain layout and roadway geometrics (horizontal & vertical alignments)
5. Preliminary cost estimate – a cost estimate will be prepared to confirm the city’s budget and recommend revisions, if necessary.
6. Submittal of preliminary drawings to utility companies for location of their utilities.

7. Progress meetings with City staff, as necessary.

Preliminary Design Phase

1. Preliminary roadway, sanitary sewer, storm sewer and watermain plan and profile sheets and cross-sections in accordance with MDEQ and City standards. These plans will be prepared at 1:40 scale or better and will include: Title sheet, existing conditions, removals, typical cross-sections, standard details and notes, horizontal and vertical alignments, utility improvements, intersection and driveway details, permanent signs and pavement markings. The plans are expected to be 75% to 90% complete during this phase.
2. Traffic maintenance plan – We will work with the city to develop the most efficient traffic control plan for the project.
3. Preparation and submittal of necessary permit applications for the project, if necessary for bidding/funding. Permits required are expected to include MDEQ permits for sanitary sewer and watermain construction and Soil Erosion and Sedimentation Control permits
4. Preparation of front end and technical specifications along with Special Provisions for non-standard pay items.
5. Compiling quantities & pay items and preparation of a preliminary cost estimate in MERL format.
6. Attendance at a public open house to discuss the project and gather resident concerns. This meeting is flexible and may happen during the final design phase or prior to construction.
7. Progress meetings with city staff, as necessary.

Final Design Phase

1. Coordination of and attendance at a meeting with MDEQ, city staff and utility companies to review the plans, special provisions, cost estimate and schedule.
2. Revisions per comments received at the meeting.
3. Follow-up and finalization of necessary permits, if necessary.
4. Final cost estimate
5. Submittal of two (2) full sets of plans and special provisions for city review prior to final submittal to MDEQ.
6. Submittal of the final bidding package to MDEQ for approval through SRF.
7. Progress meetings with city staff, as necessary.

Design Phase Fees

Our estimate of fees for the design services defined above and shown on the attached spreadsheet is based upon the preliminary assumption that Abonmarche will perform the design engineering services for the following projects: Peterson Ravine Manholes, Center Street, Abell Avenue, Lyon Street, Edgell Street(East Segment), Indian Grove, Indiana Avenue (North Segment), Black River North Interceptor Sewer, North Shore Drive and Main Lift Station. We understand that the City may desire to self-perform a portion of the design engineering services in order to meet their desired in-kind match, thereby reducing the scope of services and fees for Abonmarche. We will work toward a mutually agreeable revision to the scope of services and fees, if necessary.

Current discussions have considered Center Street as a possible addition to the in-kind design services, if necessary. We will continue working with City staff to determine the exact division of responsibilities between City staff and Abonmarche. We will not proceed with design services for individual projects until authorized by City staff. If the projects grow beyond what is currently defined we will provide design phase services for the percentage of construction identified in our current estimates.

In order to facilitate reimbursement, billings for design engineering services will include a breakdown of costs showing grant-funded versus city-funded services (e.g. water system improvements and other non-sanitary sewer related work) to the maximum amount possible. The total fees for grant eligible services, including Asset Management (defined above) and Design Phase Services are expected to be \$1,529,664 which is net for the full in-kind match from the City. The fees for City funded design and water system GIS services are expected to be \$240,340. These fees will not be exceeded without City approval. Our fees will be billed monthly and will include subconsultant fees with a 15% markup.

We have read and understand the terms of the SAW Grant agreement which exists between the City, the Michigan Department of Environmental Quality, and the Michigan Finance Authority. We agree to perform our work in accordance with the requirements of the grant agreement. We agree to comply with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS) to comply with a financial audit of the project and we will require the same compliance with subconsultants utilized under this agreement.

We greatly value our relationship with the City of South Haven and we look forward to continuing our relationship with you on these important projects. If you have any questions or comments, please feel free to call.

Sincerely,

Christopher J. Cook, P.E.
President/Chief Executive Office

Cc: Roger Huff
Larry Halberstadt
Steve Oosting
Tony McGhee
Tim Drews
Dan Dombos

Accepted By

Date

City of South Haven - Asset Management Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Month																											
						May				June				July				August				September				October							
						4/26	5/3	5/10	5/17	5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	
62	☑	Public Participation and Meetings	15 days	Mon 7/27/15	Fri 8/14/15																												
63	☑	Ordinance Development	75 days	Mon 1/18/16	Fri 4/29/16																												
64	☑	Overall Task PM and QA/QC	200 days	Mon 7/27/15	Fri 4/29/16																												
65	☑																																
66	☑	Criticality of Assets																															
67	☑	Condition Assessment of Assets	20 days	Mon 8/17/15	Fri 9/11/15																												
68	☑	Determine Remaining Useful Life of Assets	20 days	Mon 8/17/15	Fri 9/11/15																												
69	☑	Asset Prioritization	20 days	Mon 9/14/15	Fri 10/9/15																												
70	☑	Determine Life Cycle Costs	20 days	Mon 9/14/15	Fri 10/9/15																												
71	☑	Report with Recommendations and Schedule	25 days	Mon 10/12/15	Fri 11/13/15																												
72	☑	Meetings to Review	60 days	Mon 8/24/15	Fri 11/13/15																												
73	☑	Overall Task PM and QA/QC	65 days	Mon 8/17/15	Fri 11/13/15																												
74	☑																																
75	☑	D&M Strategies/Revenue Structure/Funding/Report																															
76	☑	Develop O&M Program/CMMS	25 days	Mon 11/16/15	Fri 12/18/15																												
77	☑	Meetings with City Staff	20 days	Mon 11/23/15	Fri 12/18/15																												
78	☑	Summarize Findings in Report	30 days	Mon 12/7/15	Fri 1/15/16																												
79	☑	Rate Methodology	75 days	Mon 1/18/16	Fri 4/29/16																												
80	☑	Community Meetings	31 days	Mon 1/18/16	Mon 2/29/16																												
81	☑	Meetings to Review	20 days	Mon 11/23/15	Fri 12/18/15																												
82	☑	Overall Task PM and QA/QC	70 days	Mon 11/16/15	Fri 2/19/16																												

Project: schedule.mpp
Date: Fri 12/5/14

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress	

City of South Haven
Preliminary SAW Grant Cost Estimate

	QA/QC	Project Manager	Senior PE	Staff Engineer	City Staff GIS	CADD/GIS	Clerical	Survey Crew	Construction Tech	Professional Surveyor	Reimbursables/Subconsultants	Totals
Inventory - Sanitary Sewer												
Review Manhole Numbering System			2			8						10
Review Protocol for GIS System		1	2			16						19
Kickoff mtg		3	6		3	3					\$25	15
Incorporate As Builts into GIS		4	10		60	20					\$25	94
Create Asset Management Organizational Structure		8	8		8	8					\$25	32
Overall Task PM and QA/QC	4	8					0	0	0	0		12
Inventory Hours	4	24	28	0	71	55	0	0	0	0		182
Inventory Sub-Total	\$800	\$3,480	\$3,080	\$0	\$2,840	\$3,960	\$0	\$0	\$0	\$0	\$ 75	
Inventory - Storm Sewer												
Develop Manhole Numbering System		2	8		16	8						34
Develop Protocol for GIS System		4	10		20	40						74
Kickoff mtg		3	6		3	3					\$25	15
Incorporate As Builts into GIS		4	10		100	20					\$100	134
Create Asset Management Organizational Structure		8	8		8	8					\$25	32
Overall Task PM and QA/QC	8	16					0	0	0	0		24
Inventory Hours	8	37	42	0	147	79	0	0	0	0		313
Inventory Sub-Total	\$1,600	\$5,365	\$4,620	\$0	\$5,880	\$5,688	\$0	\$0	\$0	\$0	\$ 150	
Condition Assessment - Sanitary Sewer												
Setup MACP Database and Maps		4	12			24						40
Manhole MACP Inspection		8	24	40				100	100	8	\$500	280
Manhole Data Entry into GIS		8	16		60	20						104
Manhole Analysis		8	40									48
Sewer Cleaning & Televising Setup		16										16
Coordinate Sewer TV Sub-Consultant		16	40				8				\$100	64
Video inspect sewers											\$125,000	0
Review sewer videos		8	16	80								104
Sewer/LS Data Entry into GIS		12	24		60	20		160		8	\$25	284
TV Inspection analysis		8	40	60							\$50	108
Data management		8	24	40	60	20					\$50	152
Review Background Lift Station Information		4	8	40		40						92
Site Visits, Meetings w/operators for LS issues		2	30								\$50	32
Analysis of LS Electrical, Capacity, etc		8	60			12						80
LS Recommendations	8	8	24			40	16					96
Overall Task PM and QA/QC	40	40										80
Condition Assessment - Sanitary Sewer Hours	48	158	358	260	180	176	24	260	100	16		1580
Condition Assessment - Sanitary Sewer Sub-Total	\$9,600	\$22,910	\$39,380	\$20,800	\$7,200	\$12,672	\$1,200	\$32,500	\$6,500	\$1,760	\$126,225	
Condition Assessment - Storm Sewer												
Setup Database and Maps		4	12		80	20						116
Manhole Inspection		8	24	80				300	300	40	\$1,100	752
Manhole Data Entry into GIS		16	24	24	100	20						184
Manhole Analysis		16	40									56
Sewer Cleaning & Televising Setup		16									\$50	16
Coordinate Sewer TV Sub-Consultant		16	40				8				\$50	64
Video inspect sewers											\$250,000	0
Review sewer videos		10	20	120								150
Sewer Data Entry into GIS		16	40		120	40		160		8		384
TV Inspection analysis		8	80	100							\$50	188
Data management		8	40	60	60	20					\$50	188
e coli testing at beach outfalls for two summers											\$15,000	0

\$14,235

\$23,303

\$280,747

Overall Task PM and QA/QC:	40	40										80	
Condition Assessment - Storm Sewer Hours	40	158	320	384	360	100	8	460	300	48		2178	
Condition Assessment - Storm Sewer Sub-Total	\$8,000	\$22,910	\$35,200	\$30,720	\$14,400	\$7,200	\$400	\$57,500	\$19,500	\$5,280	\$266,300		\$467,410
Storm Sewer System Metering and Modeling													
Flow Metering - 15 meters for one month		24	40	8					72		\$11,137	144	
Data Analysis & Update		2	20	16				20	24			82	
Model Development		2	16	80		40						138	
Model Calibration		2	16	60								78	
Public Meetings & Survey	4	8	8	20	40		40					120	
Capacity Analysis/Improvement Plan		2	24	60								86	
Overall Task PM and QA/QC:	24	24										48	
Storm Sewer System Metering and Modeling Hours	28	64	124	244	40	40	40	20	96	0		696	
Storm Sewer System Metering/Modeling Sub-Total	\$5,600	\$9,280	\$13,640	\$19,520	\$1,600	\$2,880	\$2,000	\$2,500	\$6,240	\$0	\$11,137		\$74,397
Level of Service													
Plan Development			20									20	
Develop/Review LOS Criteria	2	8	16	16								42	
Public Participation and Meetings		16	16			40					\$100	72	
Ordinance Development	4	8	20								\$5,000	32	
Overall Task PM and QA/QC:	4	8										12	
Level of Service Hours	10	40	72	16	0	40	0	0	0	0		178	
Level of Service Sub-Total	\$2,000	\$5,800	\$7,920	\$1,280	\$0	\$2,880	\$0	\$0	\$0	\$0	\$5,100		\$24,980
Criticality of Assets													
Condition Assessment of Assets		16	40	60								116	
Determine Remaining Useful life of Assets		16	54	80		40						190	
Asset Prioritization	4	16	32	60		40						152	
Determine Life Cycle Costs	4	16	40	60		40						160	
Report with Recommendations and Schedule	4	16	40	80		60	40					240	
Meetings to Review		24	24									48	
Overall Task PM and QA/QC:	8	20										28	
Criticality Hours	20	124	230	340	0	180	40	0	0	0		934	
Criticality Sub-Total	\$4,000	\$17,980	\$25,300	\$27,200	\$0	\$12,960	\$2,000	\$0	\$0	\$0	\$0		\$89,440
O&M Strategies/Revenue Structure/Funding/Report													
Develop O&M Program/CMMS		16	60		80							156	
Meetings with City Staff		100										100	
Summarize Findings in Report		40	48	80		60	40					268	
Rate Methodology		8	16								\$ 18,000	24	
Community Meetings		24	8	8		16						56	
Meetings to Review		16	16									32	
Overall Task PM and QA/QC:	40	24										64	
Rate Structure Hours	40	228	148	88	80	76	40	0	0	0		700	
Rate Structure Sub-Total	\$8,000	\$33,060	\$16,280	\$7,040	\$3,200	\$5,472	\$2,000	\$0	\$0	\$0	\$18,000		\$93,052
Other Costs													
Asset Management/GIS Software/Training/Hardware											\$38,000		
Preparation of SAW Application	8	36	16	4			16					80	
Other Costs Hours	8	36	16	4	0	0	16	0	0	0		80	
Other Costs Sub-Total	\$1,600	\$5,220	\$1,760	\$320	\$0	\$0	\$800	\$0	\$0	\$0	\$38,000		\$47,700
Total Hours	206	869	1338	1336	878	746	168	740	496	64		6841	
Hourly Rate	\$200	\$145	\$110	\$80	\$40	\$72	\$50	\$125	\$65	\$110			\$ 1,115,264
Total Project	\$41,200	\$126,005	\$147,180	\$106,880	\$35,120	\$53,712	\$8,400	\$92,500	\$32,240	\$7,040	\$464,987		\$1,115,264

Total - Sanitary Sewer
Total - Storm Sewer

\$469,094
\$646,170



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

November 12, 2014

Mr. Brian Dissette, City Manager
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

Dear Mr. Dissette:

SUBJECT: Stormwater, Asset Management, and Wastewater (SAW) Grant Program
City of South Haven
Design, Wastewater and Stormwater Asset Management Plans
SAW Grant Project Number 1179-01

Congratulations on your award of a SAW Grant for the above-referenced project. Enclosed is one original signed copy of your SAW Grant Agreement. Also, enclosed is a copy of the SAW Grant Disbursement Request (DR) form and Disbursement Instructions.

You may immediately request a disbursement for any previously-incurred eligible costs (since January 2, 2013). The first and final DR must be submitted by mail and signed by the authorized representative (subsequent DRs can be emailed to me or faxed to our office at 517-373-4797). Each DR must be accompanied by complete supporting documentation (invoices or proof of payment) of incurred costs. DRs can be submitted at any time, but only one per calendar month will be processed. DRs will be processed and paid on or after the 15th day of each month. Each DR must also include a brief status report on the SAW Grant activities completed to date.

The approved budget period for your grant-funded activities closes at the end of December 2017. Project scope or end date changes need Department of Environmental Quality (DEQ) approval in advance.

Your SAW Grant requires the following "deliverables" be provided to the DEQ within 3 years of your grant agreement date:

- **Design Drawings and Technical Specifications**
- **Wastewater Asset Management Plan Certification of Project Completeness**
- **Stormwater Asset Management Plan Certification of Project Completeness**

Work with Water Resources Division (WRD) staff to prepare your stormwater management plans, asset management plans, and innovative technology projects. Again, congratulations on your SAW Grant award. I appreciate your interest in improving water quality in your community.

Mr. Brian Dissette
Page 2
November 12, 2014

Should you have any questions, please contact me either at the phone number listed below, by e-mail at ClendenonC@michigan.gov, or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



^{for}
Cindy Clendenon, Project Manager
Revolving Loan Section
Office of Drinking Water and Municipal Assistance
517-284-5403

Enclosures

cc: Mr. Christopher Cook, Abonmarche Consultants, Benton Harbor
Mr. Joe Fielek, Department of Treasury, MFA
Mr. Alan J. Lambert, Assistant Attorney General, Office of the Attorney General
Mr. Marcus Tironi, DEQ-WRD, Kalamazoo District Office
Ms. Debbie Martinson, DEQ-ODWMA



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of October 29, 2014, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the City of South Haven, County of Van Buren ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Brian Dissette, City Manager
Name/Title of Authorized Representative
539 Phoenix St.
Address
South Haven, MI 49090
Address
269-637-0750
Telephone number

GRANT INFORMATION:

Project Name: Sewer Imprv. Design & Asset Mgmt
Project #: 1179-01
Project Total: \$ 1,867,996
Amount of Match \$ 300,332
Grant Award \$ 1,567,664 (grant plus match)
Start Date: 1/1/2013 End Date: 12/1/2017

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Joseph L. Fielek, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE



Signature of Grantee

October 29, 2014

Date

Brian Dissick City Manager

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Samy T. Britton

Its/Authorized Officer

October 29, 2014

Date

MICHIGAN FINANCE AUTHORITY

Joseph L. Fulk

Its Authorized Officer

October 29, 2014

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Exhibit A

Grantee: City of South Haven

Project Name: Design, Wastewater and Stormwater Asset Management Plans

DEQ Approved Grant Amount: \$1,567,664 (One Million Five Hundred Sixty-seven Thousand Six Hundred Sixty-four Dollars)

Time Period for Eligible Costs: Start Date January 2013

End Date December 2017

Description of Approved Project Scope:

Design of sewer projects as described in the SRF Project Plan; develop a Wastewater Asset Management Plan and a Stormwater Asset Management Plan.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$752,732
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$469,094
5. Stormwater Asset Management Plan Costs	\$646,170
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$1,867,996
10. LESS Local Match (if applicable)	\$300,332
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$1,567,664

**STORMWATER / ASSET MANAGEMENT / WASTEWATER (SAW) GRANT PROGRAM
 REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52 AND 53, 1994 PA 451, AS AMENDED.

DOCUMENTATION TO SUPPORT THE INCURRED COSTS MUST BE INCLUDED WITH EACH REQUEST
 PLEASE SEE OTHER SIDE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project #	B. Request #	C. Period Covered by Request _____ to _____ (M/D/Y) (M/D/Y)	D. Request Type <input type="checkbox"/> partial <input type="checkbox"/> final	E. Grantee's EIN	F. Grant Amount
G. Grantee Name:					Phone #
Address:			Email:		
H. Grantee's Bank Name:					Phone #
Address:					
Account Name:			ABA #	Account #	
Special Instructions:					
I. Budget Items (Include Eligible Costs Only Using Dollars and Cents)			Requested Incurred Costs This Period	Cumulative Costs Incurred To Date	
1. PROJECT PLANNING COSTS (for SRF plans, USDA-RD Preliminary Engineering Reports, or Project Proposal)			\$	\$	
2. DESIGN ENGINEERING COSTS			\$	\$	
3. USER CHARGE SYSTEM DEVELOPMENT COSTS (awarded under planning or design grant)			\$	\$	
4. WASTEWATER ASSET MANAGEMENT PLAN COSTS			\$	\$	
5. STORMWATER ASSET MANAGEMENT PLAN COSTS			\$	\$	
6. STORMWATER MANAGEMENT PLAN COSTS (Nonpoint Source Watershed Management Plans)			\$	\$	
7. INNOVATIVE WASTEWATER OR STORMWATER TECHNOLOGY COSTS			\$	\$	
8. DISADVANTAGED COMMUNITY CONSTRUCTION COSTS			\$	\$	
9. TOTAL CUMULATIVE AMOUNT FOR PERIOD COVERED BY THIS REQUEST (add totals in 1 st column)			\$		
10. TOTAL CUMULATIVE ELIGIBLE COSTS INCURRED TO DATE (add totals in 2 nd column)				\$	
11. LESS LOCAL MATCH (if applicable)				(\$)	
12. LESS AMOUNT PREVIOUSLY DISBURSED				(\$)	
13. AMOUNT REQUESTED FOR DISBURSEMENT				\$	
J. For each request, describe the scope of work completed to date. Attach separate sheet if more space is needed. Discuss the progress made on the services not yet complete and a schedule for their completion by the grant period end date. If the scope of work will exceed the grant period, request a grant period extension from your DEQ project manager prior to incurring the costs.					
I certify that I am an authorized representative of the grantee and am authorized to make the following certifications on behalf of the grantee: (i) there is no pending litigation or event which will materially and adversely affect the project or the prospects for its completion; (ii) the representations, warranties and covenants contained in the grant agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the grant agreement and the application for assistance for this project; and (iv) the amount requested for disbursement has not previously been requested.					
Authorized Representative Name (Print or Type): _____			Title: _____		
Authorized Representative Signature (Original): _____			Date: _____		
PLEASE RETURN THIS COMPLETED REQUEST TO THE ADDRESS SHOWN ON THE REVERSE SIDE					

SAW GRANT PROGRAM
Instructions for Completing a
Request for Disbursement of Funds

DOCUMENTATION TO SUPPORT THE INCURRED COSTS MUST BE INCLUDED WITH EACH REQUEST.

- A. Fill in the project number that was assigned by the Michigan Department of Environmental Quality (DEQ).
- B. Fill in the number of this disbursement request.
- C. Fill in the calendar period covered by this disbursement request.
- D. Fill in whether this is a partial or the final disbursement request.
- E. Fill in the grantee's federal employer identification number (EIN).
- F. Fill in the grant amount as shown in the Grant Agreement.
- G. Fill in the grantee's name, address, telephone number, and email address. This information must match data on file with the DEQ; if changes have occurred, please inform your DEQ project manager in a separate letter accompanying this request.
- H. Fill in your bank's name, address, telephone number, ABA identifying number, the account name and number, and any special instructions for the wire transfer to that account. If changes have occurred, please inform your DEQ project manager in a separate letter accompanying this request.
- I. Recap approved eligible costs incurred to date for each budget item. Show the amount (include dollars and cents) requested for the period covered by this request, and then the cumulative amount to date from project inception.
If costs have been incurred for a budget item that was not shown in the Grant Agreement, please inform your project manager in a separate letter accompanying this request.
1. Fill in the planning costs invoiced and/or paid for SRF project plans; USDA-Rural Development Preliminary Engineering Reports; or Project Proposals.
 2. Fill in the costs invoiced and/or paid for project design work required to produce plans and specifications suitable and ready for bidding. Actual bidding phase costs are not grant eligible.
 3. Fill in the costs invoiced and/or paid for services directly associated with the development and enactment of the applicant's user charge system and any related ordinances.
 4. Fill in the costs invoiced and/or paid for the development of a Wastewater Asset Management Plan.
 5. Fill in the costs invoiced and/or paid for the development of a Stormwater Asset Management Plan.
 6. Fill in the costs invoiced and/or paid for the development of a Stormwater Management Plan, including MS4 Plans or Nonpoint Source Watershed Management Plans.
 7. Fill in the costs invoiced and/or paid for services directly related to planning and/or design of an innovative wastewater or stormwater technology project and/or the pilot study associated with that effort.
 8. Fill in the costs invoiced and/or paid for construction of an approved asset management plan project (disadvantaged community grants only).
 9. Fill in the sum of the amounts shown in the 1st column (Requested Incurred Costs This Period).
 10. Fill in the sum of the amounts shown in the 2nd column (Cumulative Costs Incurred to Date).
 11. Fill in the local match amount (10% for first \$1,111,111; 25% for any amount above \$1,111,111) associated with your SAW Grant Agreement, if any.
 12. Fill in the total amount of funds previously paid from all prior disbursements.
 13. Subtract Lines 11 and 12 from Line 10 to obtain net total amount requested for this period.
- J. For each request, provide a brief description of the work completed to date based on the approved project scope identified in Exhibit A of the Grant Agreement. If the scope of work will exceed the grant period, request a grant period extension from your DEQ project manager prior to incurring the costs.

**PLEASE NOTE: YOU MAY SUBMIT NO MORE THAN ONE REQUEST FOR DISBURSEMENT DURING A CALENDAR MONTH.
THE REQUESTS FOR DISBURSEMENT WILL BE PROCESSED ON THE 15TH DAY OF EACH MONTH.**

Provide the Request for Disbursement of Funds and the required support documentation to:

**REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
PO BOX 30241
LANSING MI 48909-7741
Telephone: 517-284-5433 Fax: 517-373-4797**



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: Roger Huff, P.E., DPW Director

Date: April 1, 2015

RE: Center for the Arts Accessibility Improvements Professional Services

Background Information

The building that houses the South Haven Center for the Arts (SHCA) is owned by the City of South Haven; and the City has a lease agreement with the SHCA. The SHCA in partnership with the City was recently awarded a grant from the Michigan Council for Arts and Cultural Affairs (MCACA) for improvements to the South Haven Center for the Arts Building. The \$40,625 grant will be matched with local funds to complete the planned work, as follows:

MCACA Grant	\$40,625
SHCA Current Funding	\$15,000
SHCA Anonymous Donor	\$10,000
City Participation	\$31,250
SHCA To Be Raised	\$14,125
Total Project Construction Cost Estimate	\$111,000

The consulting engineering and architectural firm of Abonmarche assisted the SHCA with the preparation of the grant application. Previously, Abonmarche conducted a full assessment of the building to determine the capital needs of the facility, as well as to assist with estimating the cost of other improvements the SHCA would like to make to the facility to improve its functionality. Based on the experience of assisting the SHCA with securing the MCACA grant, coupled with their familiarity with the building, Abonmarche is well suited to assist the City and SHCA with the design and oversight of the improvements included in the MCACA grant.

The scope of work is to make accessibility improvements to the building in order to expand the exhibit space of the facility. The addition of a limited use, limited access elevator, and widening of doorways to create an ADA compliant path through the building to the elevator will achieve full accessibility to the second floor gallery space. Additionally, the existing restroom facilities will be renovated to include a fully accessible unisex restroom for universal use. An additional benefit of making the facility accessible is that the SHCA and the City can begin applying for additional grant funds which require that a facility be accessible in order to make other improvements.

Memorandum

April 1, 2015

South Haven Center for the Arts Accessibility Improvements

Page 2 of 2

Professional services will be provided for construction documents, bidding, construction administration and grant administration. All work to be phased and implemented to suit the SHCA exhibition schedule.

Recommendation:

Award the contract for design, bidding, construction administration services, and grant administration for the South Haven Center for the Arts Accessibility Improvements to Abonmarche in the not-to-exceed amount of \$12,250.

Support Material:

Abonmarche Proposal

March 3, 2015

Brian Dissette, City Manager
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090-1499

Subject: South Haven Center for the Arts Proposal for Professional Services Handicapped Accessibility Improvements

Dear Mr. Dissette,

Congratulations on the recent award of the Michigan Council for Arts and Cultural Affairs grant to make improvements to the South Haven Center for the Arts building. We were happy to assist with the preparation of the grant and look forward to assisting with the design and implementation of the improvements. To successfully complete the design and construction as well as grant administration for the project we are proposing a fee of \$12,250 plus applicable reimbursables which is detailed below.

- 1. Perform design services and construction administration for the installation New ADA Compliant Elevator.....\$9,000

We will prepare plans and specifications for a new LULA (Limited Use/Limited Access) elevator per preliminary plans completed in our 2013 study of the facility. Other necessary renovation work will also be included as part of the scope including removal of existing cabinets in the storage area where the elevator is to be located and new partitioning for an elevator machine room and a new storage room with mop basin. Structural modifications will be addressed as required to create an opening through the second floor to continue the hoist way up to the attic level. Miscellaneous improvements will also be addressed with this work to create a path from the lobby on the first floor to the elevator doorway that is ADA compliant – the two doorways along this path will be modified accordingly, as outlined in our 2013 study.

Professional services will be provided for not only completion of construction documents but also obtaining bids from qualified contractors and construction administration services (see attached schedule). This proposal assumes construction duration of 10 weeks and 8 on-site visits during construction to monitor progress and perform final inspections.

2. Perform design services and construction administration for the development of a ADA Accessible Toilet.....\$2,500

Abonmarche will prepare plans and specifications to renovate and enlarge the first floor toilet in the northeast corner of the building. New partitioning will be installed to widen the room, new flooring will be installed as well as plumbing fixtures and required "grab bars". The existing doorway must be replaced with a 36" wide, ADA compliant door. We will work with the Art Center to verify all interior finishes within the bathroom and confirm desired details. Existing track lighting at the ceiling will also be adjusted and positioned because of the widening of the current toilet room.

3. Grant Monitoring and Administration.....\$750

Abonmarche will review the grant award compliance agreement and provide oversight to the South Haven Center for the Arts regarding tasks and information necessary to track as part of the Final Grant Report due October 31, 2015.

4. Reimbursables

We anticipate the following reimbursable costs for this project. These items will only be charged based on actual costs incurred and not incurred unless necessary:

- The City must also hire a local contractor or provide staff to remove the ceiling finish at the first floor where the elevator is to be located. This will allow us to inspect the existing floor framing. ± \$300

- City plan review – Plan review by City Building Inspector will be required to be completed no later than the time bids are received for the project. We have also included the Plan Review fee for the fire escape in this amount. ± \$600

- Printing/Shipping – Printing and shipping costs associated with any contractors requesting printed copies of documents. ± \$100

We are ready to begin this work immediately upon receiving your authorization. We will proceed with the project and develop a project schedule that both meets the requirements of the MCACA grant and the operational needs of the South Haven Center for the Arts.



If the proposal as presented is acceptable, please sign at the appropriate space below to authorize this work and we will begin the project's planning and implementation. We thank you for the opportunity to be of service.

Sincerely,



Tony McGhee

Accepted By: _____

Date: _____



Harbor Commission

Regular Meeting Minutes

Tuesday, February 17, 2015, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

1. Call to Order by Arnold at 5:30 p.m.

Present: Pyle, Stegeman, Stephens, Arnold
Absent: Sullivan, Reineck, Silverman

2. Approval of Agenda

VandenBosch requested the addition of a Recreation Plan Amendment Resolution as Item #11.

Motion by Stegeman, second by Stevens to approve the February 17, 2015 Regular Meeting Agenda with the addition of Item #11, Recreation Plan Amendment Resolution.

All in favor. Motion carried.

3. Approval of Minutes: January 20, 2015 Regular Meeting

Motion by Stevens, second by Stegeman to approve the January 20, 2015 regular meeting minutes as written.

All in favor. Motion carried.

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

There were none.

5. Marina Reports

VandenBosch reviewed the Marina Reports, noting revenue, expenses and cash and investment balances.

6. Reducing Erosion and Sedimentation

VandenBosch welcomed Matt Meersman and commented that we are always looking for ways to reduce sedimentation and the need to dredge the harbor and it sounds like one of the best ways we can do that is support the work that the Conservation District is doing.

Matt Meersman, Van Buren Conservation District: Stated he was here three (3) years ago in regards to wetlands. Spoke about the big announcement in St Joseph in regards to the six million dollars (\$6,000,000) in funding brought in for the St. Joseph River watershed. Noted that the Conservation District is doing something in the village of Paw Paw with a bunch of other partners, explaining that there are two scales; the St. Joseph River watershed falls into the big scale and Paw Paw is on the smaller scale, but the model still fits and works.

Meersman: "If we care about the water we have to think about the watershed. We get out in the landscape; there is a lot of agricultural property on the rivers. Farming practices are not all of it; there is an urban part, too, roads and rooftops."

Meersman spoke to wetland loss as a huge part of the issue of sedimentation. "Studies show that fifty-two percent (52%) of the wetlands of the Black River have been lost." Spoke about what functions the wetlands serve and noted that forty-three percent (43%) of sediment retention has been lost. "We still have sediment issues. We've lost sixty-one percent (61%) of our ability to hold floodwaters. Meersman noted that monitoring reflects what was seen years ago; the corridor is largely vegetated but there is a lot of bank erosion. "This is instream erosion; the water getting into the channel and the channel not being able to handle the volume. A lot of the sediment is from the stream channel itself." Preventing clean water from dumping into the river includes things like rain gardens and farming practices; according to Meersman planting cover crops is the main thing the conservation district pushes. "A non-commodity crop you don't intend to harvest planted before and after the main crop you plan to harvest; even planting a cover crop around blueberry bushes provides something to keep roots in the soil all year long, prevents weed overgrowth and the roots going down into the soil helps promote infiltration," Meersman noted.

Meersman then informed the board about the Paw Paw River project, noting that Maple Lake is the center piece of the village of Paw Paw. "It's a manmade lake; the south branch of the Paw Paw River is heavily drained; there has been wetland loss, the water is slow and the lake is filling with sediment." Meersman pointed out that past practice was to dredge the lake and pile the dredge spoils nearby but with so many prohibitions and restrictions of where dredge spoils could be put dredging became too costly.

Meersman explained the village of Paw Paw took fifty thousand dollars (\$50,000) of tax money and put that up as a cash match and applied for a grant to do a watershed project with the Van Buren Conservation District to do outreach to the farmers in the area. "We have a cost share program, not unlike federal programs that are out there." Meersman noted that there is a long line to get into the federal money, with the money the village put up the conservation district was able to get cover crops planted in the first year.

"We used an airplane to fly over and plant cover crops in four hundred sixty (460) acres. We have a tool in the Paw Paw watershed; you can go online and draw a line around the area where you have the cover crops planted and you can see how much sedimentation has been prevented. With seven thousand dollars (\$7,000) we kept about forty thousand (40,000) tons of sediment from getting into the south branch of the Paw Paw River. Although we only have this fifty thousand (\$50,000) for now, we can get these guys started and then they can get in line for National Resources Conservation Services (NRCS) money."

Meersman stated that while the money awarded to the St. Joe watershed won't help the Black River watershed any, it will help the Paw Paw River get in line. "We just need to put

together a group of partners to make an application for a grant.” Meersman noted that it’s the Regional Conservation Partnership Program, which is like a grant. “Say you could come up with \$20,000 and get some partners; it doesn’t have to be a cash match, it could be time or resources. It’s not a grant; it’s money that is dedicated for Black River Watershed farmers and it makes the line a lot shorter than a state grant. You’re not competing with the entire state.”

Meersman suggested looking at this as a challenge. “You need a champion, could it be the Harbor Commission?” Meersman does not know who or what organization might be here for the Black River watershed and noted that for the St. Joseph watershed it was the Friends of the St. Joe River which was able to bring in partners.

“Another possibility is that half or more of your watershed is in Van Buren County; the Van Buren County drain commissioner has been working with us on a project which was piloted in the same area as the land that drains into Maple Lake.” According to Meersman, a lot of the Black River watershed is heavily drained and people who live along a drain have to pay a drain assessment when work is done in that drain. Most of that work is dredging out the drain, along with culverts under roads, bank stabilization, etc. Meersman noted that drain tax, historically, was based on acres; if you had a ten (10) acre parcel you paid twice as much as the neighbor with the five (5) acre parcel. “Now there are tax classes to address who gets more benefit. New data exists now and we more accurately determine that assessment.” For example, Meersman gave the following example: take two two-hundred acre parcels; one used for road crops and the other for hunting land, fallow land. “Now we are able to look at land cover data instead of tax class. We can tell how many acres are used for agriculture and how much of that is covered with greenhouses and how much is natural land. That’s a start, but management practices now will make the difference in how the property is assessed. Conventional tillage or using cover crops or no-till; we have models to determine how much is being done on each property. The difference in tax status based on practice reinforces good behavior.”

Meersman also noted that the Black River watershed has two counties that drain into the Black River and pointed out that the St. Joseph watershed had two states that drain into the St. Joe River. “It creates challenges but it can happen. We have identified who these farmers are, and actually gone out and talked to them about what they can do and how it can help them. This could be a model for something to be done up here.”

Pyle asked who does the assessing and whether they go out into the field. Meersman responded that assessing is all done at a computer; GIS programs are used along with a simple multiplication formula done in an assessment program. Pyle questioned whether this information is updated annually to which Meersman responded that yes, it is. “It’s not exact, but it really helps, depending on how things change. There is a review process and the farmers can come in annually and it will change according to what they are planting and how they are managing.”

Stegeman commented that he thinks it was six million eight hundred thousand dollars (\$6.8M) that St. Joe got.

7. Turning Basin Permit Proposal

VandenBosch noted that the city’s dredging permit for the turning basin expires on June 28, 2015. One of our strategic plans is to keep a permit in place. VandenBosch contacted

Abonmarche to put together a proposal for such a dredging permit and explained the various costs included in the proposal, noting that part of the bid is for sixteen thousand dollars (\$16,000) and one part is time and material. VandenBosch noted that it takes quite a bit of time to get a permit and we may not have a permit by June; his recommendation is get started and get that permit application going.

Motion by Stevens that VandenBosch move forward with pursuing a permit for maintenance dredging, sediment testing, dredge spoils site selection assistance and MDEQ/USACE (Michigan Department of Environmental Quality/United States Army Corps of Engineers) permit application preparation for the turning basin and Friends Good Will channel which is expiring on June 6, 2015. Second by Pyle.

Stegeman asks about the cost of the sample analysis, as he feels it is a little out of line, and wondered if VandenBosch can work with Abonmarche on that. VandenBosch said he will ask that they get a quote from a local company for the sediment sample analysis. Stegeman said most samples go to a lab up north and includes extraction; we have a local guy who did it for one hundred dollars (\$100) a sample, so we could probably cut that bill by seventy-five percent (75%). VandenBosch agreed that would reduce the cost.

All in favor. Motion carried.

8. Dredging Capital Plan

VandenBosch added engineering (putting together bid specs for dredging, and doing soundings before and after, contractor oversight); permitting and river and federal channel dredging engineering. VandenBosch told the board, "We need to be putting away about \$140,000 per year; based on past experience that is roughly our cost to maintain what we formerly maintained and the federal channel which the Army Corps is abandoning."

Stegeman asked the average depth to which dredging is done and VandenBosch noted that that figure is different upriver of the bridge than downriver and the turning basin is usually dredged to about eleven (11) or twelve (12) feet. Stegeman noted we have one deep draft sailboat in the harbor and asked what it draws to which Stephens responded eight feet nine inches (8'9").

VandenBosch commented on last month's discussion of a different strategy which would include docks in the project and stated that he does not know how that would affect the cost but will talk to Abonmarche. "At the moment," VandenBosch stated, "I would like Abonmarche to focus on our grant projects and the turning basin. There will be savings for dock owners but the question is, are they willing to pay an assessment for it? A lot of details need to be worked out."

Stephens commented that we need to be putting in place a plan to set aside a lot of money to do this project. VandenBosch agreed and went over the figures for the dredging and the engineering costs.

Discussion ensued regarding special assessments. Stegeman asked what kind of outline we would have for a workshop and how assessments would be done. VandenBosch explained it has been done by number of docks in the past, but that he needs to think about how to put such a project together noting that it is not only the assessment side, but the funding side and how to get dredging done on a regular basis. "We've reacted in an emergency situation so

many times,” VandenBosch commented, “What is the best way to maintain a regular maintenance dredging schedule?” VandenBosch noted that he is not sure we need to react quickly because of Lake Michigan high water, adding, “We may need to dredge the one mound we have in the turning basin, but I think talking about a future dredging plan now is good preparation in case the Lake level changes.” VandenBosch pointed out that we need to figure out the most cost-effective way to dredge and put together some options. Stevens asked if we should put together a sub-committee to brainstorm. VandenBosch is open to a special meeting or a sub-committee to discuss how to move forward and put a plan in place. Stevens thinks we should be proactive as opposed to reacting. VandenBosch pointed out there are so many people out of town right now, maybe it would be good to start in April. Stevens said it would be good to know what other harbors do. Stegeman said our biggest hurdle is that we are not a commercial harbor any more.

VandenBosch spoke about the Small Harbor Coalition he is a part of which is trying to find a solution. VandenBosch noted that he needs to start using some of his contacts to see what other people are doing, stating that the city has hired out dredging and talked to the Army Corps, which is fairly inexpensive, but the Corps only wants to do the federal channel. Stegeman said our advantage is that our harbor is small as opposed to other harbors which are more spread out. VandenBosch said he needs to learn a bit about dredging before we start meeting with other people and talking about assessments.

Motion by Stevens to have a workshop in April to determine how to move forward. Second by Pyle.

All in favor. Motion carried.

Stegeman suggested if we have no business in April we could substitute the workshop or couple them together.

Stegeman noted that we know we have the turning basin mound and the other issue at the channel mouth.

9. Budget

VandenBosch pointed the board to page thirty-two (32) of the packet, Marina Fund Budget, and noted that we need money in the next fiscal year to do the work that we are applying for grant funding this year. The necessary reserve fund make it impossible to do the last four (4) items on the list.

VandenBosch also pointed out the handout he provided for the board regarding grants staff is working on right now.

VandenBosch explained the budgeting process, and asked for a motion, noting that goes to the city manager who then takes it to City Council.

Motion by Pyle to recommend the 2015 budget as presented. Second by Stevens.

All in favor. Motion carried.

10. Customer Satisfaction Surveys

VandenBosch suggested the board look at the customer satisfaction surveys and discuss the results next month, noting that he did not put the surveys in the agenda packet due to personal information included.

Stegeman asked if this is a cross-section or all we received and who received surveys. Marple said, "Surveys were sent to all seasonal boaters, and yes, this is all we received." After a question, Marple explained that there are comment cards for the transient boaters to fill out and commented that he needs to increase the emphasis for next year.

Stegeman asked what the return rate is of responses. Marple said we are touching two hundred (200) seasonal boaters; we are about at ten percent (10%). Marple said some of the comments have been emphasized verbally towards him and other members of the staff. "An example is that we have been asked to put paper towel dispenser in the boater restrooms. The way the bathrooms are designed will make it difficult to find a good spot. The most serious incident we had was to have a seasonal boater's dog attack another dog at the marina and I had to ask the folks not to bring their dog anymore and we did lose a seasonal boater. That was the most serious incident we had. "Now some of the boaters have rambunctious dogs, on occasion," Marple said, "I haven't discussed this with VandenBosch yet; some long term boaters, one in particular, his dog is on the edge of a little bit obnoxious, for lack of a better word, and some of the boaters don't appreciate it."

Stegemen suggested using something like <https://www.surveymonkey.com/> in the future for the boater surveys as it is easier to collate the data. Pyle commented that there might be more responses. Discussion ensued regarding using an internet survey.

Motion by Stephens to move discussion of the surveys to the March meeting. Second by Stegeman.

All in favor. Motion carried.

11. Recreation Plan Amendment Resolution

VandenBosch found out in December that to get our waterways grant, which includes the Black River Park driveway, Southside marina and dock engineering, we have to include the harbor in our Recreation Plan. VandenBosch has put together our capital plan and strategic plan and packaged it as a Recreation Plan Amendment. This amendment will be going to City Council on Monday and if approved we are going to try to get it together and package it as the deadline is March 1, 2015. As part of that, VandenBosch noted, the Harbor Commission would have to recommend adoption of the Recreation Plan Amendment

Motion by Stegeman to recommend to City Council the adoption of Resolution Number 15-02, a resolution recommending the Marina and Harbor Amendment to the South Haven Recreation Plan. Second by Pyle.

Discussion ensued regarding a change that was recommended by the commission at the last meeting, which appears in the meeting minutes on page nine (9) of the packet, which Stephens does not see in this amendment. After discussion, VandenBosch said he made that change and thinks he may have provided the wrong version as a handout. Stevens expressed concern with approving the amendment without that verbiage; Stegemen pointed out that we approved the minutes and it is in the minutes.

Member and Staff Comments

Stegeman: Thursday of this week is the Steelheaders_membership meeting at 7:00 pm at South Haven Moose. Jay Wesley is to give an update on the Great Lakes Fisheries. In May we have Dan O'Keefe, the Salmon Ambassadors guy for the Michigan State University Extension; they do the tracking of the tags in the noses of fish that people turn in. It will give an idea where the fish caught in South Haven are originating.

Pyle: Spoke about the need to be sure everyone knows how important the fishermen are; we need to protect that as well as tourism. Stegemen noted that the fishing is changing and we need to be sure people know this is still a destination harbor for fishing. Pyle feels we are going in the right direction with the fish cleaning station upgrade.

Pyle: Asked when the docks will be put in to which VandenBosch responded, "April 1, 2015 as long as the ice is gone."

Marple: Informed that a large number of the stands for the interpretive signs are on order so they can be installed this spring.

Arnold: Noted our next meeting is St. Patrick's Day. VandenBosch noted that he has at least one item on the agenda already.

Adjourn

Motion by Stegeman, second by Stephens to adjourn at 6:37 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

SOUTH HAVEN HOUSING COMMISSION
Regular Meeting, Wednesday, March 25, 2015, 5 p.m.
Warren Senior Community Center
540 Williams Street, South Haven, MI 49090

AGENDA

CALL TO ORDER

ROLL CALL

Eugene Ladewski, Chairperson
Sandra Seroke, Vice Chairperson
Rev. Aaron Cobbs, Commissioner
Teresa Mahone-Jordan, Commissioner
Tom Thomson, Resident Commissioner
Gail Patterson, City Council Representative

INVOCATION

PUBLIC COMMENTS

CONSENT AGENDA These matters are considered routine and will be enacted upon by one motion, except any item can be removed from the Consent Agenda upon the request of a Commissioner.

- Minutes for Approval: Regular Meeting Minutes February 25, 2015
- Current Operating Expenses - \$47,099.79
- Homeownership Expenses – \$0.00; 2011 Capital Fund - \$0.00; 2012 Capital Fund – \$0.00; 2013 Capital Fund – \$527.64; 2014 Capital Fund – \$1,769.30
- Administrative Reports for Approval:
 - Occupancy and Waiting Lists Reports
 - Monthly Investment Report
 - Delinquent Accounts Report
 - Accounts Receivable Balance Due Report
 - Income and Expenditures Reports for February 2015
- Correspondence:
- Other Reports:

UNFINISHED BUSINESS

- 1) Status Report Updating and Adapting the HDC

NEW BUSINESS

- 1) Resolution No. 15-08, Harbor View Apts. and River Terrace Apts. Cable TV Cost Adjustment
- 2) FY15 emergency Safety and Security Grant Application

EXECUTIVE DIRECTOR'S REPORT

COMMISSIONERS' COMMENTS

ADJOURNMENT



Charles R. Fullar, Executive Director

**It is the Mission of the South Haven Housing Commission
to promote Adequate and Affordable Housing, Economic Opportunities
and a Suitable Living Environment Free From Discrimination.**

SOUTH HAVEN HOUSING COMMISSION
Regular Meeting
Warren Senior Community Center
540 Williams Street, South Haven, Michigan 49090
February 25, 2015

CALL TO ORDER: The Regular Meeting of the South Haven Housing Commission was called to order at 5:12 p.m. by Chairperson Eugene Ladewski at the South Haven Housing Commission Warren Senior Community Center, 540 Williams Street, South Haven, Michigan.

ROLL CALL: Present: Chairperson Eugene Ladewski, Vice-Chairperson Sandra Seroke, Commissioner Rev. Aaron Cobbs, Resident Commissioner Tom Thomson and City Council Representative Gail Patterson. Absent: Commissioner Teresa Mahone-Jordan. Also present: Executive Director and Secretary Charles Fullar.

INVOCATION: Commissioner Rev. Cobbs delivered the invocation.

PUBLIC COMMENTS: None.

CONSENT AGENDA: 1) Minutes of the Regular Meeting January 28, 2015. 2) Current Operating Expenses - \$62,958.66; 3) Homeownership Expenses - \$0.00; 2011 Capital Fund - \$0.00; 2012 Capital Fund - \$0.00; 2013 Capital Fund - \$0.00; and 2014 Capital Fund - \$184.00. 4) Administrative Reports for Approval: Occupancy and Waiting List Reports; Monthly Investment Report; Delinquent Accounts Report; Accounts Receivable Balance Due Report; and Income and Expenditures Report for January 2015. 5) Material Disposition. 6) February 8, 2015 South Haven Tribune Article on the Warren Family; February 12, 2015 Tenant Notice for Cable TV Cost Adjustment; and February 19, 2015 HUD – PHAS email Score Report. 7) Other Reports: None. It was moved by Vice-Chairperson Seroke to approve the Consent Agenda; the motion was seconded by Commissioner Rev. Cobbs. All votes in favor. Motion carried.

UNFINISHED BUSINESS: 1) Status Report Updating and Adapting the HDC: No Report.

NEW BUSINESS: 1) Resolution No. 15-06, IRS Mileage Rate Increase:

Resolution No. 15-06

IRS Mileage Rate Increase

WHEREAS, it becomes more or less expensive to operate a private vehicle due to the increased or decreased cost of gasoline, and

WHEREAS, the IRS increased the mileage rate beginning January 1, 2015 for business travel when using one's personal vehicle to 57.5¢ per mile, and

NOW THEREFORE BE IT RESOLVED, by the South Haven Housing Commission of the City of South Haven, Michigan that the travel allowance for using one's privately owned vehicle shall be increased from 56¢ per mile to 57.5¢ per mile effective February 25, 2015.

It was moved by Commissioner Rev. Cobbs to approve the foregoing Resolution No. 15-06 as introduced and read; Seconded by Vice-Chairperson Seroke. All votes in favor. Thereupon Chairperson Ladewski declared said motion carried.

2) Resolution No. 15-07, Execution of Amendment No. 31 to ACC for 2015 Capital Fund:

Resolution No. 15-07

Execution of Amendment No. 31 to ACC for 2015 Capital Fund

WHEREAS, The South Haven Housing Commission has been awarded \$128,739 from the U. S. Department of Housing and Urban Development (HUD) for the Federal Fiscal Year 2015 to be referred to under Capital Fund Grant Number MI33PO8250115; and

WHEREAS, the Consolidated Annual Contributions Contract (ACC) between the City of South Haven acting by and through the South Haven Housing Commission and HUD must be amended to include the new Capital Funds; and

WHEREAS, by signing the ACC Amendment, The South Haven Housing Commission agrees to comply with the United States Housing Act of 1937 including the Capital Fund Program statutory requirements (Section 9 of the United States Housing Act of 1937, as amended) and the Capital Fund Final regulation effective November 25, 2013, found at 24 CFR Part 905;

NOW THEREFORE BE IT RESOLVED, by the South Haven Housing Commission of the City of South Haven, Michigan to approve Amendment No. 31 to the ACC with form HUD-52840-A, and authorizes the Executive Director to execute the amendment on behalf of the South Haven Housing Commission.

It was moved by Vice-Chairperson Seroke to approve the foregoing Resolution No. 15-07 as introduced and read; Seconded by Commissioner Rev. Cobbs. All votes in favor. Thereupon Chairperson Ladewski declared said motion carried.

3) Payroll Service Provider and Agreement: Executive Director Fullar supplied copies and reviewed the February 25, 2015, Payroll Services Provider Documentation and Alternate Providers Product and Cost Analysis.

It was moved by Vice-Chairperson Seroke to approve a payroll service agreement with BASIC as analyzed to be the best product for the Housing Commission use, for the cost value and most responsive payroll service provider; Seconded by Commissioner Rev. Cobbs. All votes in favor. Motion carried.

4) Review and Approve FYE 6/30/16 Board Meeting Schedule: Executive Director Fullar reviewed the FYE 2016, Housing Commission meeting dates. It was moved by Vice-Chairperson Seroke to approve the South Haven Housing Commission Board Meeting Schedule for FYE 6/30/16; Seconded by Commissioner Rev. Cobbs. All votes in favor. Motion carried.

5) South Haven Housing Commission Public Housing Assessment System (PHAS) Score Report for 2/18/2015. Executive Director reviewed copies of the February 19, 2015 HUD – PHAS email Score Report. The South Haven Housing Commission is a “High Performer” as evaluated by the HUD Public Housing Assessment System with an overall score of 96%.

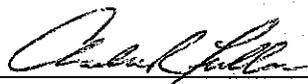
EXECUTIVE DIRECTOR’S REPORT: No report.

COMMISSIONER’S COMMENTS: Chairperson Ladewski commented that the Housing Commission advertises publicly its High Performer status with HUD.

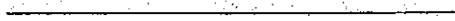
ADJOURNMENT: It was moved by Vice-chairperson Seroke to adjourn; the motion was seconded by Commissioner Rev. Cobbs. All votes in favor. Motion carried. Meeting adjourned at 5:59 p.m.

Respectfully submitted:

Approved March 25, 2015



 Charles R. Fullar, Secretary



 Eugene Ladewski, Chairperson

MEMORANDUM

Mar 9, 2015

ATTENTION: MEMBERS OF THE SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY

REFERENCE: REGULAR MEETING AGENDA: Mar 18, 2015

The regular meeting of the South Haven Area Regional Airport Authority Board will be held on Mar 18, 2015, 7:30 p.m., at the South Haven Area Regional Airport.

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda
- 4) Public Comments
- 5) Consent Agenda (Roll Call Vote Required)
 - A. Minutes (Nov 19, 2014) No Dec, Jan, or Feb meeting.
 - B. Financial Report
 - C. Manager's Report
- 6) Committee Reports
- 7) Old Business
- 8) New Business
- 9) Member Comments
- 10) Adjourn

Public notice of this meeting of the South Haven Area Regional Airport Authority Board was given pursuant to Act 267, Public Acts of Michigan 1987 as amended.

NOTE: PLEASE POST THIS NOTICE IN YOUR TOWNSHIP OR CITY HALL

Sincerely,

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY

Ren Wright
Chairman
RW/dj

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES

Nov 19, 2014

The Secretary, Dave Johnson called a regular meeting of the South Haven Area Regional Airport Authority Board to order at 7:30 PM in the terminal building.

Roll Call: Ken Ratzlaff, Fred Bower, Dave Orr, Jon Wodhams, Clark Gruber, and Dave Johnson. Excused: Don Woodhams, Ren Wright, Todd Jensen, Barbara Rose, and Charles E. Smith.

Agenda: Moved by Dave Orr, seconded by Ken Ratzlaff to approve the Agenda, approved.

Public Comments: None.

Fred Bower moved and Jon Woodhams seconded to approve the Consent Agenda:

- A. Minutes of the Oct 15, 2014 Authority meeting be approved.
 - B. Bills from Oct 16, 2014 through Nov 19, 2014 totaling \$22,794.80 be approved.
 - C. Manager's report dated Nov 19, 2014 be approved.
- A roll call vote was taken; Yeas: Ratzlaff, Bower, Orr, Woodhams, Gruber, and Johnson.
Nays: None. Approved.

Committee Reports: None.

Old Business: None.

New Business: None.

Member Comments: Clark Gruber moved to cancel the Dec 2014 board meeting, seconded by Dave Orr, Approved.

Clark Gruber moved to adjourn the meeting at 7:40 pm, seconded by Ken Ratzlaff, adjourned.

LIBERTY HYDE BAILEY MUSEUM MEMORIAL, INC. "FOUNDATION"

Tuesday

March 17, 2015

7:10 P.M.

Board Members Present: Anne Long, Joan Hiddema, Becky Linstrom, Bill Lundy, Melanie Gleiss, John Stempien, Robin Reva, Cindy McAlear

City Council Representative Present: Clark Gruber

Interim Director Present: Michael Fiedorowicz

Guest: Todd Robbins

Anne Long, Chair, called the meeting to order. Anne welcomed our guest, Todd Robbins. Todd introduced himself and told us about his background. He studied Organic & Sustainable Agriculture at Michigan State University. He has a degree in Horticulture and is presently the Vineyard Manager at Fenn Valley Winery.

Anne asked for a motion to accept the February board meeting minutes.

It was moved by Joan Hiddema to accept the February 17, 2015 LHBM Memorial, Inc. "Foundation" minutes. Seconded by Clark Gruber. Motion Carried.

TREASURER'S REPORT – JOAN HIDDEMA

Checking Account Balance: \$15,877.94

McNeill Endowment Account: \$13,116.98

South Haven Community Foundations Investment: \$5,000

DIRECTOR'S REPORT – MICHAEL FIEDOROWICZ

- A. Mike reported that The Youth Committee of South Haven Community Foundation Grant is due the end of March, March 30th, instead of the beginning of March.
- B. A key inventory sheet was passed around for all board members to fill out and return to Mike as soon as possible.

It was moved by John Stempien have the locks changed on the south, front and kitchen doors of the LHBM. Seconded by Robin Reva. Motion Carried.

Bill Lundy will have the present doors checked for the ability to change the locks and get a bid for having the job completed.

- C. In advance of our strategic planning workshop in June, Mike distributed (by email) an analysis sheet of our LHBM's strengths, Weaknesses, Opportunities and Threats (challenges) or SWOT analysis to be completed by each board member and returned to Mike to compile. In April the Board of Trustees will discuss it together in order to build on our own ideas. In May we will add more issues (if they come up) and then rank the ideas in advance of our June planning meeting.
- D. The Bailey Bulletin has been published and mailed.
- E. A Publicity Plan was created to promote upcoming events through Press Releases, Emma emails, website updates and mailings. This plan was passed out to each Trustee.
- F. Libertyhydebailey.org has been updated with a new carousel on the homepage, with links to the "Holy Earth" presale page and to Zentangle. Blog posts have also been added.
- G. Mike attended a meeting called "Bread Basket Issues- Farming in Southwestern Michigan" at Lake Michigan College. The meeting was about the issues everyone faced as small growers. He will be following up by extending an invitation to the participants.
- H. The meeting to work on the Bailey's Budding Naturalists Committee has been postponed until next month, April 14th at 5:30 at the museum.
- I. Mike is looking into how we may assist or fit in with an Ad Hoc group putting together an Earth Day event on April 18th.
- J. Mike has asked Mary Campbell if she is interested in helping with a National Endowment for the Humanities Grant for object preservation, worth up to \$6,000.
- K. Robin Reva has agreed to do a show of her art work in the McNeill gallery from Mary 29, 2015 to June 28, 2015. Mike has sent Robin the contract and forms and they will be creating an announcement (postcard) to send to members and others to promote the show. A date for a lecture maybe set and there will be an opening reception.
- L. Victoria Howard has been offered to show her work in May of 2016. She will not be able to have her exhibit this year.
- M. Mike has been working on a job description for our prospective interns and updating other information. He will be sending information to colleges that may have interns interested in working at LHBM this summer.

NEW BUSINESS

- A. Membership Drive – need for prospective members. Cindy McAlear asked for a list of prospective members from all Trustees. Last year's 2014 membership ended with 193 members. The membership envelopes are addressed, stuffed and ready for mailing. Dorothy Appleyard, Pat Gaston, Melanie Gleiss, Anne Long, Bill Lundy and Mike Fiedorowicz helped with stuffing the envelopes. Now we need new names to send to prospective members. There will be another committee meeting to get the final mailing ready before all envelopes are sent out.
- B. Land Deed Restoration – The Trustees were shown the finished land deed. A discussion followed on how to store the original. This is being looked into.

CONTINUING BUSINESS

- A. Board Informational Binders – The board thanked Melanie Gleiss for putting together binders for each Trustee containing information that each person will need while on the board.
- B. Meeting dates needed for the following committees:
 - 1. Ad Hoc for logo determination – Robin Reva and John Linstrom have been working on a new logo for the museum. Do It Corporation is willing to send out professionals to work with us on the new logo. Anne Long will talk to John Linstrom about setting up a date to work on this project.
 - 2. Lectures & Social Committee – Anne Long, Mike Fiedorowicz and Cindy McAlear will meet March 24th at 10 A.M.
 - 3. Collections & Exhibits – Once the washroom is completed, the upstairs rooms will be cleaned out and the collections and exhibits will need to be stored properly.

FLOOR

- A. Melanie Gleiss mentioned that Janice Wick is willing to show us the Monarch Way Station that she has made in Paw Paw, MI. Janice also said that she will share information with us on how to set up our own station. Melanie will contact her and set up a date in July for us to visit the Monarch way Station.
- B. Becky Linstrom encouraged all of the board to attend the Ad Hoc group meeting that is putting together an Earth Day event for the city of South Haven. Kristin Hay and Vikke Andersen along with Becky Linstrom are asking others to join them on March 23rd at 4:30 P.M. at the Warren Center to plan this event.
- C. Bill Lundy reported that Secure Alarm has proposed to take over our alarm system for \$1,360. The monthly charge would be \$35.

It was moved by Joan Hiddema that we pursue changing to Secure Alarm System from Tyco Alarm System . Seconded by Robin Reva. Motion Carried.

Bill Lundy will contact Tyco and Secure Alarm Systems.

- D. Robin Reva will have an exhibit of her works this May at LHBM. Anne Long and Robin will be traveling to Chicago this summer to learn about mold remediation at the Graphic Conservation Company.
- E. John Stempien will be giving a talk about “The Holy Earth” at Fernwood Gardens tomorrow, March 18th.
- F. Todd Robbins expressed his interest of being on the LHBM Board of Trustees. He was welcomed by the Board and will begin his LHBM Trustee term as of March 18, 2015.

It was moved by Clark Gruber to adjourn.

8:45 P.M.

Respectfully submitted by, Cindy McAlear (Secretar



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: March 19, 2015

RE: Special Event 2015-06 – South Haven Steelheaders Fishing Tournament

Background Information

This is a 2-day fishing tournament with weigh-in and prize ceremony. It is scheduled for May 16 - 17, 2015. Boaters travel from all over to participate in this tournament.

This fishing tournament has a history of being well run with minimal incident. The City facility impacted the most is the Municipal Marina. It will serve as the command post with portable marine radio set-up inside marina building. Scales will be located outside on the North deck.

Attachments

Special Event 2015-06 Special Event Application

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY	
Special Event #	<u>2015-06</u>
Date Received	<u>3/13/15</u>

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.

CR
Initial

3-12-15
Date

RECEIVED MAR 12 2015

CONTACT INFORMATION

Event Title: South Haven Steelheaders Fishing Tournament

Sponsoring Organization: South Haven Steelheaders

Applicants Name: Chad Bard

Telephone #: 269-214-6934 Phone # During Event: 269-214-8880

E-mail Address: cbard@btc-bci.com

Other contacts for/during event

Name: Dave Mills Telephone: 269-214-8880

Name: Jeff Dehn Telephone: 269-377-5554

EVENT SPECIFIC INFORMATION

Event Location: Southside Municipal Marina

Date(s) Requested: May 16, 17 Alternative Date(s): _____

Start Time: 6am End Time: 6pm

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

Number of people expected to attend: 600

EVENT DESCRIPTION

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

2 day fishing tournament with weigh-in and prize ceremony. Municipal Marina will be tournament command post with portable marine radio set-up inside marina building. Scales will be located outside on north deck.

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. The 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.

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.

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 with in 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.

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: _____

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

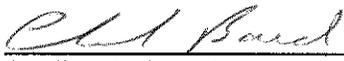
REMINDERS

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

- Map(s)
 Proof of Insurance Certification
 Cones and Barricade Request Form (if applicable)
 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

3-12-15

Date

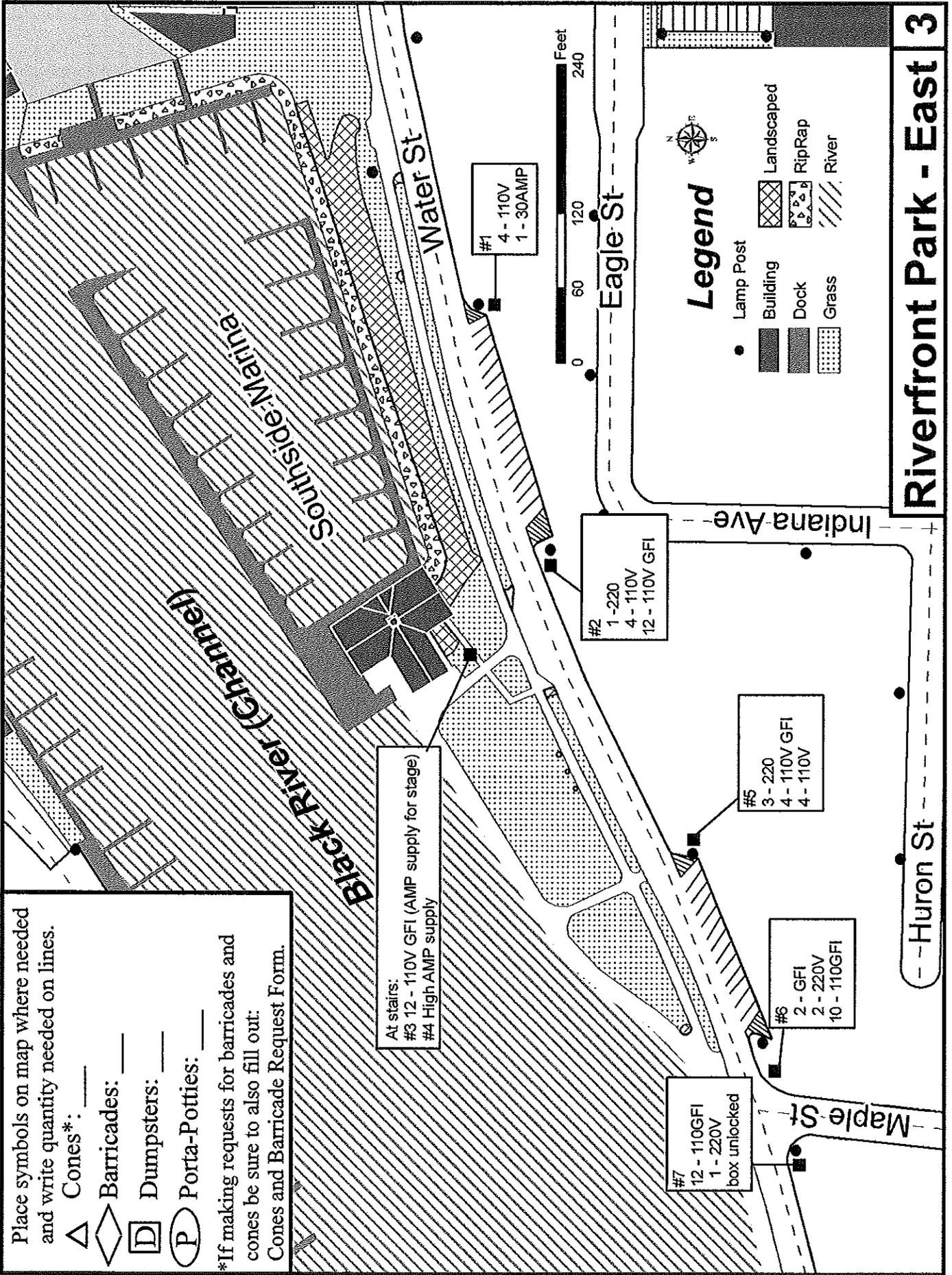
Please return to:
Parks and Recreation Supervisor
Department of Public Works
City of South Haven
1199 8th Ave
South Haven, MI 49010
Phone: 269-637-0772 / Fax: 269-637-4778
Hours: Monday-Friday 7:00a.m. – 3:30p.m.

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.

Place symbols on map where needed and write quantity needed on lines.

- △ Cones*: _____
- ◇ Barricades: _____
- D Dumpsters: _____
- P Porta-Potties: _____

*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.



Riverfront Park - East 3



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: March 24, 2015

RE: Special Event 2015-07 – Memorial Day Parade 2015

Background Information

The American Legion Post #49 has put in a Special Event Application for the 2015 Memorial Day Parade to be held on May 25, 2015 from 9:00 am to 10:30 am. The parade will start at Center and Michigan Ave. and head north to Phoenix, then east on Phoenix to Bailey Ave., then north to the cemetery. There will be a memorial program held at the Veteran's section of the cemetery including a rifle squad firing. In case of rain, event will be held at the high school.

Proof of insurance will be provided.

Attachments

Special Event 2015-07 Special Event Application

Special Event # 2015-017

Date Received 3/20/15

CITY OF SOUTH HAVEN

Special Events & Festivals Application

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.

SW
Initial

3/17/15
Date

CONTACT INFORMATION

Event Title: Memorial Day Parade

Sponsoring Organization: American Legion Post #49

Applicants Name: Commander Kevin Furgelson

Telephone #: 214-6230 Phone # During Event: 214-6230

E-mail Address: Keufer36@hotmail.com

Other contacts for/during event

Name: Stanley Wakild Telephone: 269-214-4667

Name: _____ Telephone: _____

EVENT SPECIFIC INFORMATION

Event Location: Parade - Mich & Center to Bailey Cemetery High School if RAIN

Date(s) Requested: MAY 25, 2015 Alternative Date(s): _____

Start Time: 0900 End Time: 1000 1030

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

Number of people expected to attend: _____

EVENT DESCRIPTION

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

Memorial Parade, beginning Center & Mich Ave north to Phoenix, then east on Phoenix to Bailey Ave, then north to Cemetery. Hold Memorial program at Veterans Section of Cemetery. Will also be a Rifle Squad Firing

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.**

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Explain closure _____

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

Event Command Post. Mark location on maps.

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

Portable toilet facilities. Mark locations on maps. How many? _____
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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: SHAES at Cemetery Telephone: 637-1813

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.

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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.

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: Just to be sure the power is on at the pole at Veterans Section.

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: Intersections) Control - 3/17/15 OK'd by Chief *already* *Police*

Will you require additional fire/ambulance services: Yes No

If yes, explain: EMS at Cemetery *already contacted* *SHAS, Chief OK'd it*

Additional fire information: Mark all that apply

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

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

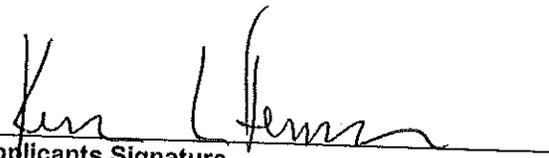
REMINDERS

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

- Map(s)
- Proof of Insurance Certification
- Cones and Barricade Request Form (if applicable)
- 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

3-17-15
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.

Bus. 196

Broadway St.

City Hall

Phoenix St.

Dyckman Park

Huron St Pavilion

Huron St.

Hogan's Alley



Place symbols on map where needed and write quantity needed on lines.

Cones*: _____

Barricades: _____

Dumpsters: _____

Porta-Potties: _____

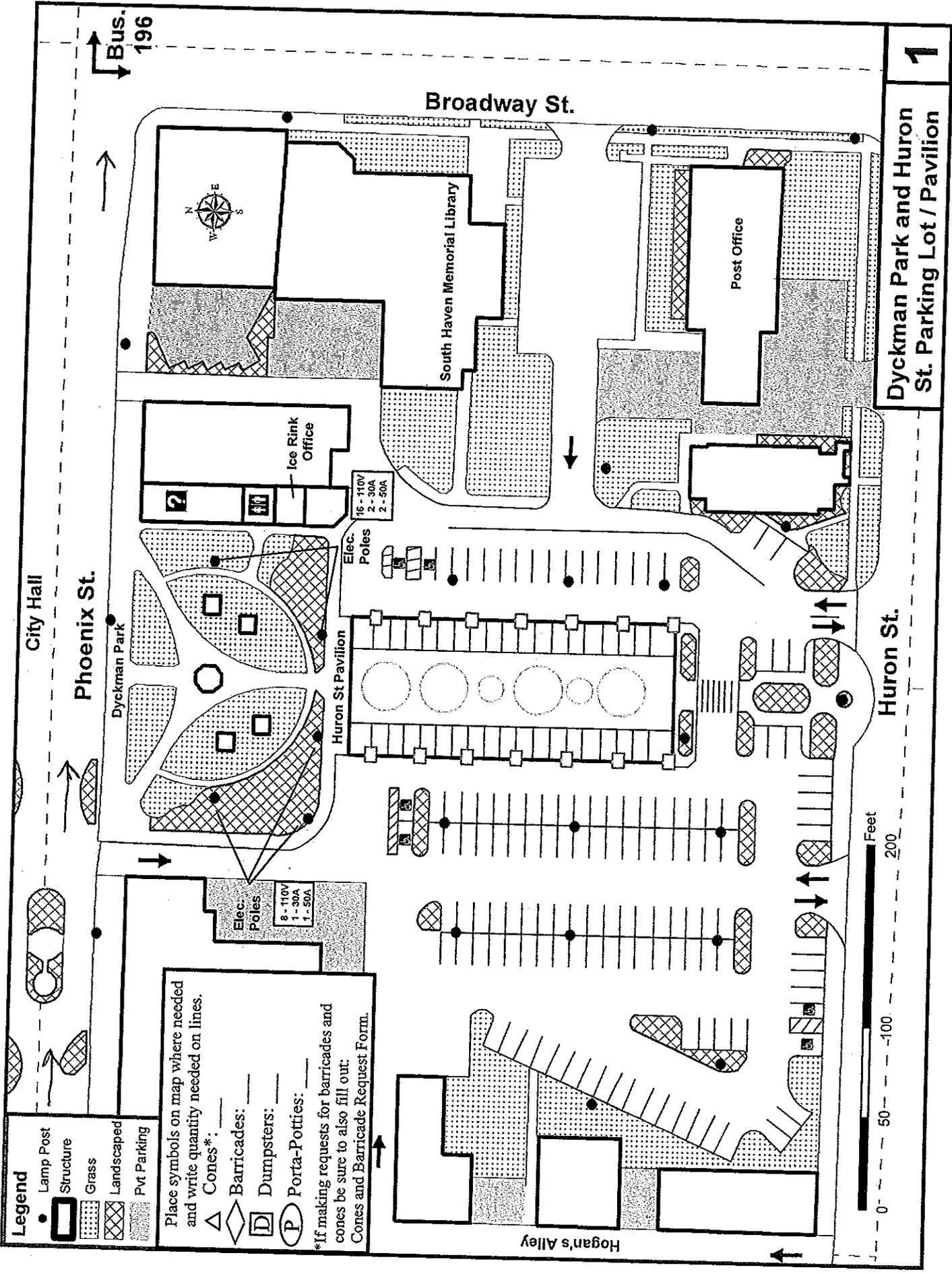
*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.

- Legend**
- Lamp Post
 - ▭ Structure
 - ▨ Grass
 - ▩ Landscaped
 - ▧ Pvt Parking

16 - 110V
2 - 30A
2 - 50A

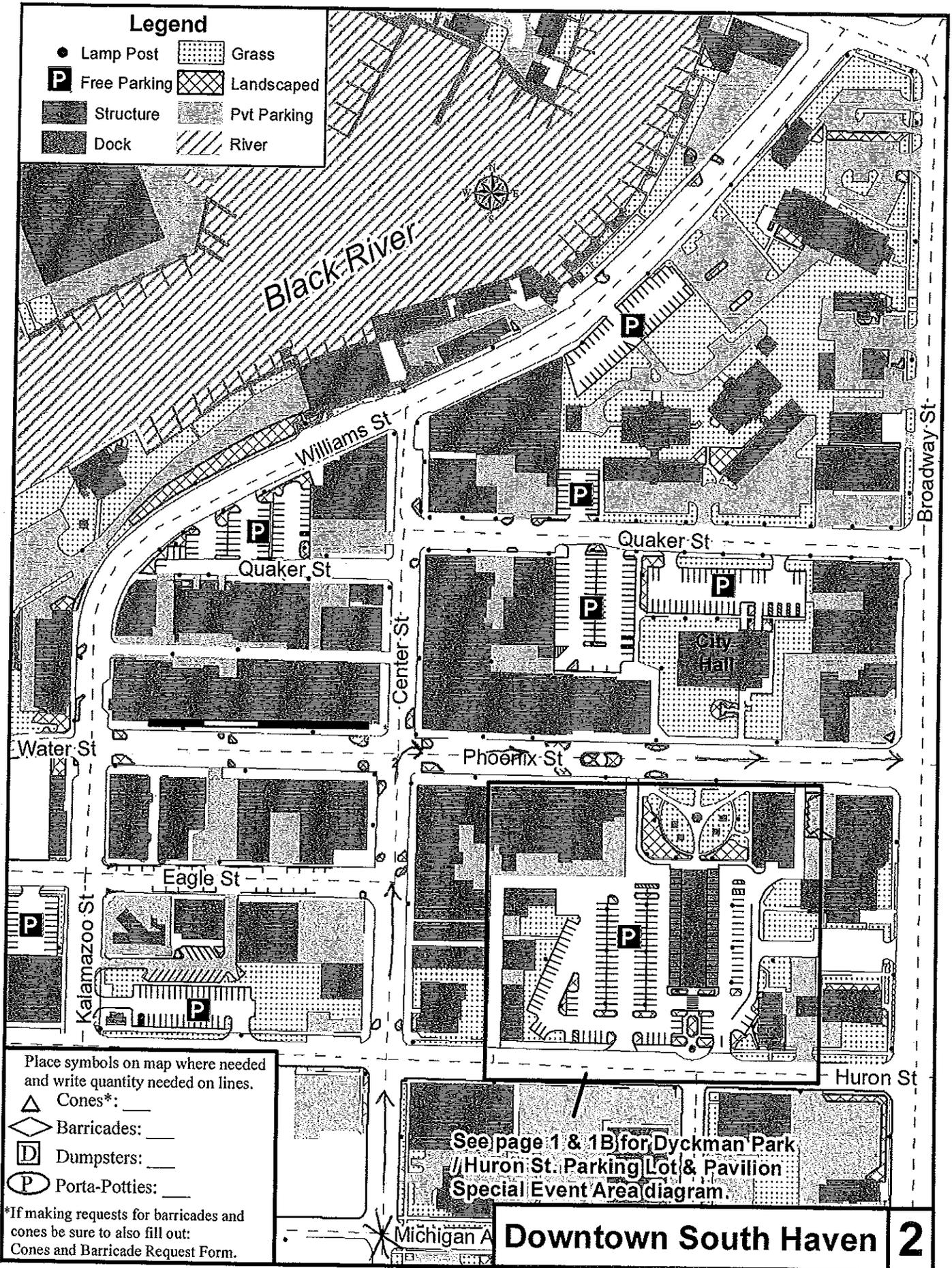
8 - 110V
1 - 30A
1 - 50A

Elec. Poles



Legend

- Lamp Post
- P** Free Parking
- Structure
- Dock
- ▨ Grass
- ▩ Landscaped
- ▨ Pvt Parking
- ▨ River



Place symbols on map where needed and write quantity needed on lines.

- ▲ Cones*: _____
- ◊ Barricades: _____
- Ⓛ Dumpsters: _____
- Ⓟ Porta-Potties: _____

*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.

See page 1 & 1B for Dyckman Park / Huron St. Parking Lot & Pavilion Special Event Area diagram.



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: March 24, 2015

RE: Special Event 2015-05 – Casco United Methodist Church Public Fundraising Auction

Background Information

The Casco United Methodist Church has been given the opportunity to use privately owned space for their event and wishes to withdraw their application at this time.

Attachments

Special Event 2015-05 Special Event Application



Agenda Item 7

Tour Boat License Agreement Consideration

Background Information:

The City Council will be asked to consider a proposal from IT-IL-DO Charters, LLC, for the placement of a tour boat at the city's South Side Municipal Marina. The proposal is to operate a 49 passenger boat as part of a scenic tour on Lake Michigan.

In the past, the dock area being proposed for the tour boat has not been used. If approved, the dock area will require modification to allow for a boarding ramp, and an electric pedestal will need to be installed. The commercial dockage rate is two times the recreational dockage rate. The total revenue for the commercial dockage, if approved, will be \$7,900 for the season. The city's staff has followed the adopted Commercial Use Policy, when preparing this item for the City Council's consideration.

In addition, staff is requesting to extend the South Side Marina transient dock to the area 80 feet to the west of the existing head dock. This area is currently used as a public deck between the South Side Marina and the Black River. It is open to the public. Staff is proposing to continue this deck use as an area open to the public. In order to use the deck for tour boat and transient rental, electric and water pedestals would be installed, and gates would be installed to allow for boarding areas for transient vessels. There may also be a need for additional cleats and fenders at the dock.

There are a number of approvals which would need to be done to accomplish the proposed tour boat and marina transient dockage extension, as listed below:

- Approve the expansion of the South Side Marina on to the existing deck to the west of the existing marina.
- Approve the license agreement with IT-IL-DO Charters LLC on behalf of the City of South Haven.
- Approve application to the DEQ for dock improvements to make it possible to moor the tour boat and other transient vessels in the expansion area.
- Approve a request to the DNR for a commercial use of a tour boat in the South Side Marina grant-in-aid facility.
- Approve the application for zoning and building permits required to complete the proposed work.

Staff has prepared a resolution combining all of the action items, for the City Council's consideration.

Please note that the commercial tour boat proposal has been reviewed by the city's Harbor Commission. However, no formal recommendation has been offered by the Harbor Commission. The Harbor Commissioners attempted to offer a formal recommendation, related to the proposal, which resulted in one split vote and one motion that did not receive support. The Harbor Commission met on March 17th for the board's regular meeting. Only four members attended the session. After a lengthy discussion, the board was unable to reach a consensus on whether this proposal should be recommended to the City Council. Two separate motions occurred, one motion in favor of the proposal and one motion recommending against the proposal, and neither was approved due to split votes. As a result, the City Council may wish to consider referring the commercial tour boat proposal back to the Harbor Commission, for additional consideration. One of the Harbor Commission members requested that the item be brought back to the board, for further discussion. Further, one of the Harbor Commission members has submitted correspondence to the City Council, which notes his absence from the March 17th meeting and his general support for the concept.

Staff recommendation:

The City Council may take a variety of actions related to the proposed commercial tour boat proposal. Two options to consider are listed below:

1. Should the City Council wish to approve the commercial tour boat proposal, as proposed, the Council should consider a motion to approve the resolution authorizing expansion of the South Side Marina and a License Agreement for a tour boat operation.
2. Should the City Council wish to receive additional review and guidance from the city's Harbor Commission, related to the proposed commercial tour boat proposal, the Council should consider a motion to refer the proposal back to the city's Harbor Commission for additional review and recommendation.

Support Material:

Commercial Tour Boat Proposal; South Side Marina
Resolution 2015-16, Commercial Tour Boat
Harbor Commission Meeting Minutes
Commercial Use Policy

To:

Brian Dissette

City Manager

City of South Haven

539 Phoenix Street

South Haven, MI 49090

IT-IL-DO Charters LLC a Partnership between brother's Captain Chad Bard and Captain Jim Bard are requesting approval to lease dockage for our newly acquired United States Coast Guard Inspected 49 Passenger Scenic Tour Boat at the South Side City Municipal Marina. We would like to dock the vessel at the furthest west location on the head wall (picture of location requesting attached). This location would allow for the highest visibility for walk on foot traffic. The operation of the location would only need a small portion (3 or 4 foot) of railing removed for loading/unloading of customers and supply's and an electric pedestal installed at the furthest Northwest corner.

Primary use will be Scenic and Sunset Cruises on Lake Michigan.

Will have a set routine schedule for departure times. Example; 1pm, 3pm, 5pm, 7pm, 8:15 to Sunset.

We would like Hours of Operation to be 9a.m. to 1hr after Sunset (latest sunset is 9:26) 10:30p.m. Estimated time back to dock and unloading of passengers after sunset will be approximately 30 minutes. With the proposed location I feel this operation will not interfere with Marina Patrons.

Duration of trips will approximately be 1 to 1.5 hours.

Price will be approximately \$20 for Scenic Cruises and \$30 for Sunset Cruise.

The Boat: 1988 Willard US Navy Utility Launch Boat. The Vessel is 40' long, 13'8" wide and weighs 33,000 pounds. The Vessel is designed to carry passengers and is VERY SEAWORTHY. It is mandatory that the Vessel be Inspected and Approved by the USCG to carry passengers for hire. This ensures safety of Vessel. It is a very rigorous inspection of the Vessels Structural and Mechanical condition. This vessel has a Certification Rating of 49 Passengers and can be operated with 1 Master Captain and 1 First Mate. Both my brother and I have a USCG Master 100 ton Captain's License to operate Vessel. The primary operator will be Captain Chad Bard. Picture of Vessel attached, it will have a custom top that will cover entirety like shown in pictures.

We will be using both All Seasons Marina and SHYC for Fuel and the pumping out of Blackwater.

This operation will be owned and insured thru the existing partnership but will be operating under a different name such as "South Haven Scenic and Sunset Tours", and it will have its own Website.

In conclusion, I feel that this boat in this location will allow easy access for more of South Haven's Tourist to enjoy Lake Michigan and what we can offer in our Resort Town. With the price and the capacity this will surely be a success in our Town!

Thank you for your consideration,

Captain Chad Bard BA 269-214-6934

Co-Owner: IT-IL-DO Charters LLC

46379 Leedy Point Road

Bloomingtondale, MI 49026

Captain Jim Bard 269-214-6934

Co-owner: IT-IL-DO Charters LLC

10591 S 44th St.

Fulton, MI 49052



This is The Boat we are purchasing.
The custom Top is designed to be easily removed.
We are going to put a Top on like example # 1



Example II

Same Boat as we are purchasing Just set up differently. This is what our Boat is going to look like



Interior Design of Boat

Example of: Some Boat set up a little differently

Circle the Statue - Big Toot

Boat Rides Around Statue of Liberty

Home

Location

Schedule

The Boat

FAQs

Contact

The Boat



Big Toot is a former US Navy utility launch. She was built by Willard Marine and served on the

Big Toot was purchased by Project City Kids in __. PCK refurbished her and brought her up to yacht standards. Big Toot was also fitted with a front canvas dodger to provide protection from rain and spray as well as a bimini over the steering area. Big Toot provides an ideal combination of open air experience with protected areas.

Big Toot measures 40 feet overall and is powered by a 6-71 Detroit Diesel engine. She has a __ inch 3 bladed prop. *She is U.S. Coast Guard Certified for up to 49 passengers*

Southside Marina Potential Tour Boat Location



Proposed Location of Tour Boat

Southside Marina

Marina Locator Map



Southside Marina Potential Tour Boat Dock Location



Tour Boat

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2015-16

A RESOLUTION APPROVING EXPANSION OF THE SOUTH SIDE MARINA AND A LICENSE AGREEMENT FOR A TOUR BOAT OPERATION

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 April 6, 2015 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Chad Bard of IT-IL-DO Charters, LLC has requested to lease dockage at South Side Marina for operation of a tour boat under the procedure of the Commercial Use Policy; and,

WHEREAS, the request will require improvements to the deck area to make it usable for the tour boat operation; and,

WHEREAS, the South Haven Municipal Marina desires to add area to its transient marina by extending use of the existing head dock to the west; and,

WHEREAS, permits are required from the Department of Environmental Quality (DEQ) for expansion of the marina area, and permission is required from the Department of Natural Resources (DNR) for a commercial use of the grant-in-aid facility; and,

WHEREAS, permits are required to modify the dock for mooring of vessels.

NOW THEREFORE BE IT RESOLVED, that the City Council authorizes the following actions:

Approve the expansion of the South Side Marina on to the existing deck to the west of the existing marina as identified in Exhibit A.

Approve the license agreement with IT-IL-DO Charters LLC on behalf of the City of South Haven as identified in Exhibit B.

Approve application to the DEQ for dock improvements to make it possible to moor the tour boat and other transient vessels in the expansion area as identified in Exhibit C.

Approve a request to the DNR for a commercial use of a tour boat in the South Side Marina grant-in-aid facility as identified in Exhibits A, B and C.

Approve the application for zoning and building permits required to complete the proposed work.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the South Haven Harbor Commission.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

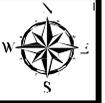
Robert G Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of April 2015, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk

Southside Marina 2015 Expansion Area

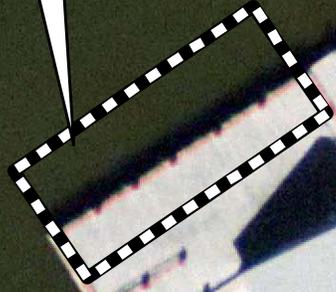


343' HEADW LL

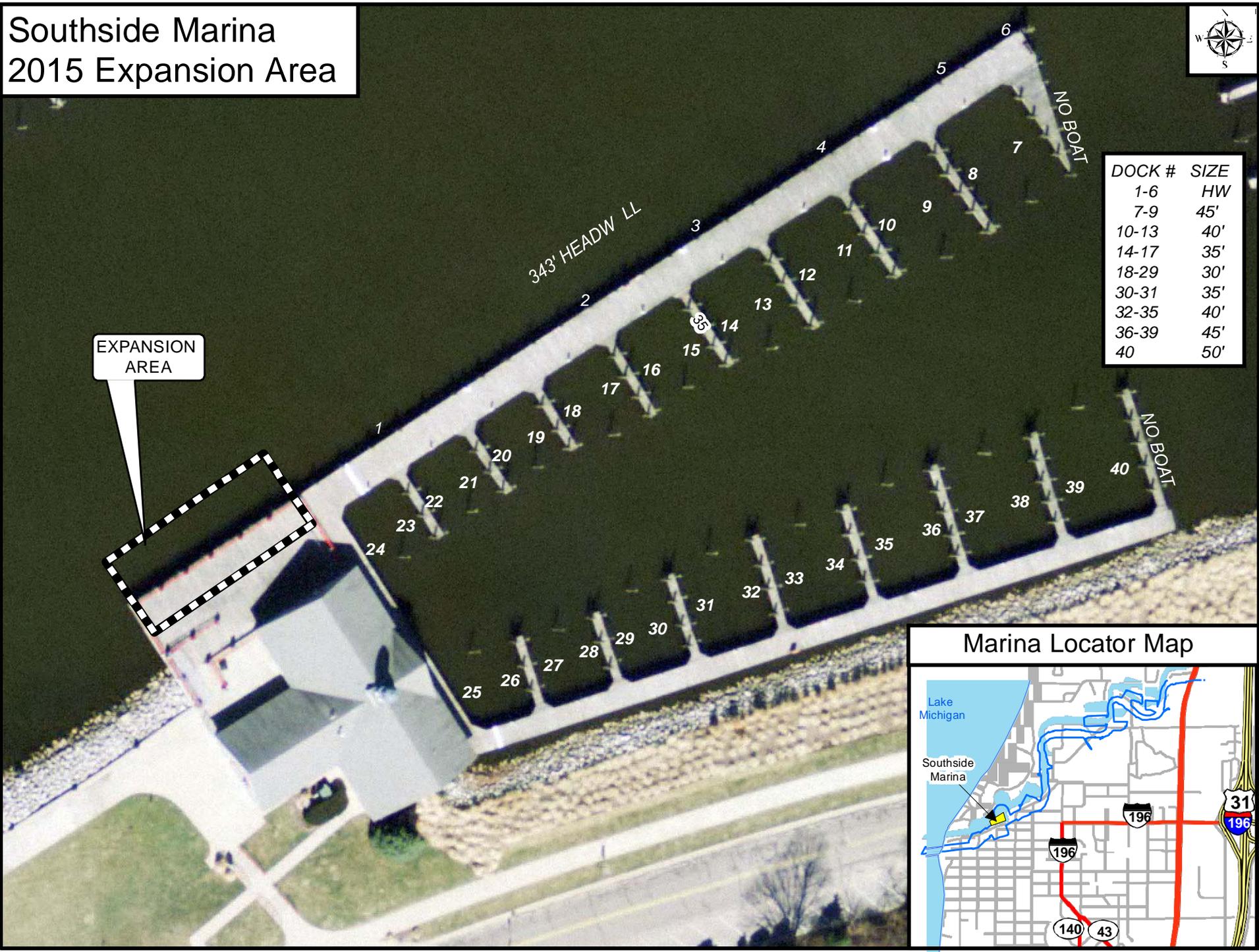
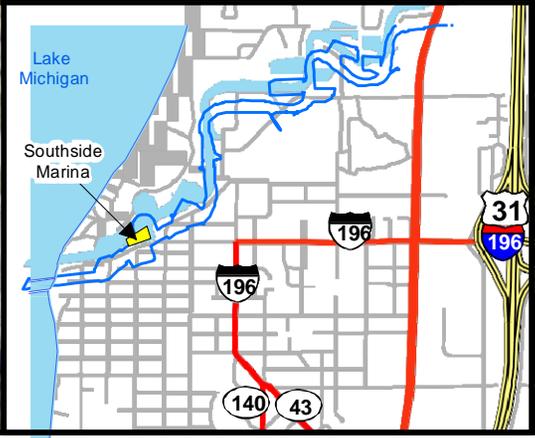
NO BOAT

DOCK #	SIZE
1-6	HW
7-9	45'
10-13	40'
14-17	35'
18-29	30'
30-31	35'
32-35	40'
36-39	45'
40	50'

EXPANSION
AREA



Marina Locator Map



LICENSE AGREEMENT

This License Agreement is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and IT-IL-DO Charters, LLC, a Michigan Limited Liability Company, the principal business address of which is 46379 Leedy Point Road, Bloomingdale, MI 49026 (the “Licensee”).

RECITALS

- A. The City owns and operates the Southside Municipal Marina (the “Marina”) as is described and depicted on the attached **Exhibit A**.
- B. The Licensee wishes to provide a tour boat operation on Lake Michigan to be operated primarily from the Marina.
- C. The City wishes to accommodate the Licensee’s request in accordance with the terms and conditions of this Agreement.

TERMSANDCONDITIONS

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

- 1. License. The City grants the Licensee a non-exclusive license to use the west 40 feet of the South Side Marina deck area (the “Marina Slip”), as depicted on Exhibit B, to operate a commercial tour boat business, subject to the terms and conditions of this Agreement and for no other purpose or use.
- 2. Term.
 - a. Unless terminated earlier as provided in this Agreement, this Agreement shall commence on the date of this Agreement and shall remain in effect for a period of one year.
 - b. During each term of this Agreement, the Licensee shall be permitted to use the Marina Slip from 9:00 a.m. on April 15 until 10:30 p.m. on October 15 (the “Seasonal Use Period”). The Licensee shall remove its vessel from the Marina Slip immediately upon the end of the Seasonal Use Period on October 15.
 - c. This license is terminable at the will of the City Council. However, prior to terminating that license, the City shall first give the Licensee written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that the Licensee may address the City Council.
 - d. The license may be suspended immediately by the City, upon the City’s reasonable belief that the Licensee has breached the terms of this Agreement. The Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will initially be considered so that the Licensee may address the City Council.
 - e. The Licensee may terminate this Agreement for any reason by providing 30 days’ written notice to the City.
- 3. License Fee. Within 30 days of the execution of this Agreement the Licensee shall pay to the City a nonrefundable license fee of \$1 and an annual Marina Seasonal Slip Fee of \$7,900. In

each year thereafter while this Agreement remains in effect, the Licensee shall pay the Marina Seasonal Slip Fee of \$7,900 prior to March 15.

4. Property Rights. This Agreement grants only a license to use and does not grant or convey to the Licensee any rights, title, or interest in the Marina Slip. The City retains all property rights in the Marina Slip. Except as otherwise provided by this Agreement, no modifications, improvements, or additions shall be made by the Licensee to the Marina Slip without the City's prior written consent. At the expiration or termination of this Agreement, or any renewal period(s), all modifications, improvements, and additions made to the Marina Slip by the Licensee, once accepted by the City, shall become the sole property of the City. If the City does not desire to retain the modifications, improvements, or additions, the Licensee shall return the Marina Slip to the condition it was in prior to the effective date of this Agreement, at no cost to the City. The Licensee shall also remove the advertising dock box at the request of the City, at no cost to the City. If the Licensee fails to restore the Marina Slip to its original condition or fails to remove the advertising dock box at the request of the City, the City may do so, and assess the costs to the Licensee.

5. Parking. The City will not provide exclusive parking for the Licensee's tour boat operation. The Licensee's Customers may use the general public parking area provided at the Marina. Customers may also use the Marina loading area on Water Street for a maximum of 15 minutes.

6. Non-exclusive License. The license is not exclusive to the Licensee. The City may license other commercial boat operations at its marinas.

7. Requirements of Licensee. The license is subject to the following terms and conditions:

- a. The Licensee's tour boat business shall consist only of offering excursion tours on Lake Michigan to the public for a fee. No other use is permitted by the license.
- b. The Licensee's use of the Marina Slip shall be limited to one vessel for its operations per season, and the size of the boat shall not exceed 40 feet in length and 14 feet in width, without advance written authorization from the City.
- c. The Licensee may advertise its tour boat business at the Marina by displaying the Licensee's name, phone number and other contact information on a dock box near the Marina Slip, by placing advertising literature in a flier box on or near the southwest side of the Marina, and by displaying a flag or banner flown on its vessel. All advertising on City property is subject to City of South Haven Zoning Ordinance regulations and subject to approval of the Marina Manager.
- d. The Licensee shall ensure that its operation of the tour boat business, and the use and operation of its vessel complies at all times with applicable local, state and federal laws, rules, regulations, ordinances, orders, permits, and licenses.
- e. The Licensee may operate its business from the licensed Marina slip from 9:30 a.m. to 10:30 p.m., seven days per week, during each Seasonal Use Period throughout the term of this Agreement.
- f. The Licensee may keep its vessel docked at the Marina Slip during the Seasonal Use Period, however, the Licensee understands and acknowledges that, from time to time, the City may require that the Licensee's vessel be relocated from the Marina, at no cost to the City, to accommodate special events, or if inclement weather requires. At the time of the

execution of this Agreement, there are no such events scheduled. If an event is scheduled that requires the Licensee to remove its vessel, the City shall notify the Licensee in writing at least 60 days in advance. If the Licensee is required to its vessel at the request of the City to accommodate a special event, the Licensee shall have the option to relocate its vessel to another City owned slip at no cost to the Licensee, provided a slip is available. The parties acknowledge that during certain special events, there may not be an alternate available City slip, in which case the Licensee will be required to relocate its vessel elsewhere at no cost to the City.

g. The Licensee understands and acknowledges that from time to time, its ability to access the Marina slip licensed under this Agreement may be affected by festivals and other events.

h. The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. The Licensee is in no way and at no time during the term of this Agreement affiliated with the City. The Licensee shall not use the City's logo at any time for any purpose.

i. The Licensee shall remove and dispose of all trash and debris from the operation of its tour boat, offsite.

8. Indemnification. The City shall not be responsible for any loss, damage or injury from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement. The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, claims or causes of action arising from the Licensee's operation of the tour boat business or its use of the Marina Slip under this Agreement.

9. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 dollars per occurrence and \$3,000,000.00 dollars in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder and the Licensee shall obtain any requisite endorsements. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

10. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City's prior written consent.

11. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. This Agreement shall be construed as though it was mutually drafted.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first above written.

CITY OF SOUTH HAVEN

IT-IL-DO CHARTERS, LLC

By: _____
Robert Burr, Mayor

By: _____
Chad Bard, Co-Owner

By: _____
Amanda Morgan, Clerk

Date Signed: _____, 2015

Date Signed: _____, 2015

EXHIBIT A

SOUTHSIDE MUNICIPAL MARINA PREMISES

South Side Marina - City Charter Boundary Description



North Shore Dr

Black River Ct

Water St

Maple St

Indiana Ave

Eagle St

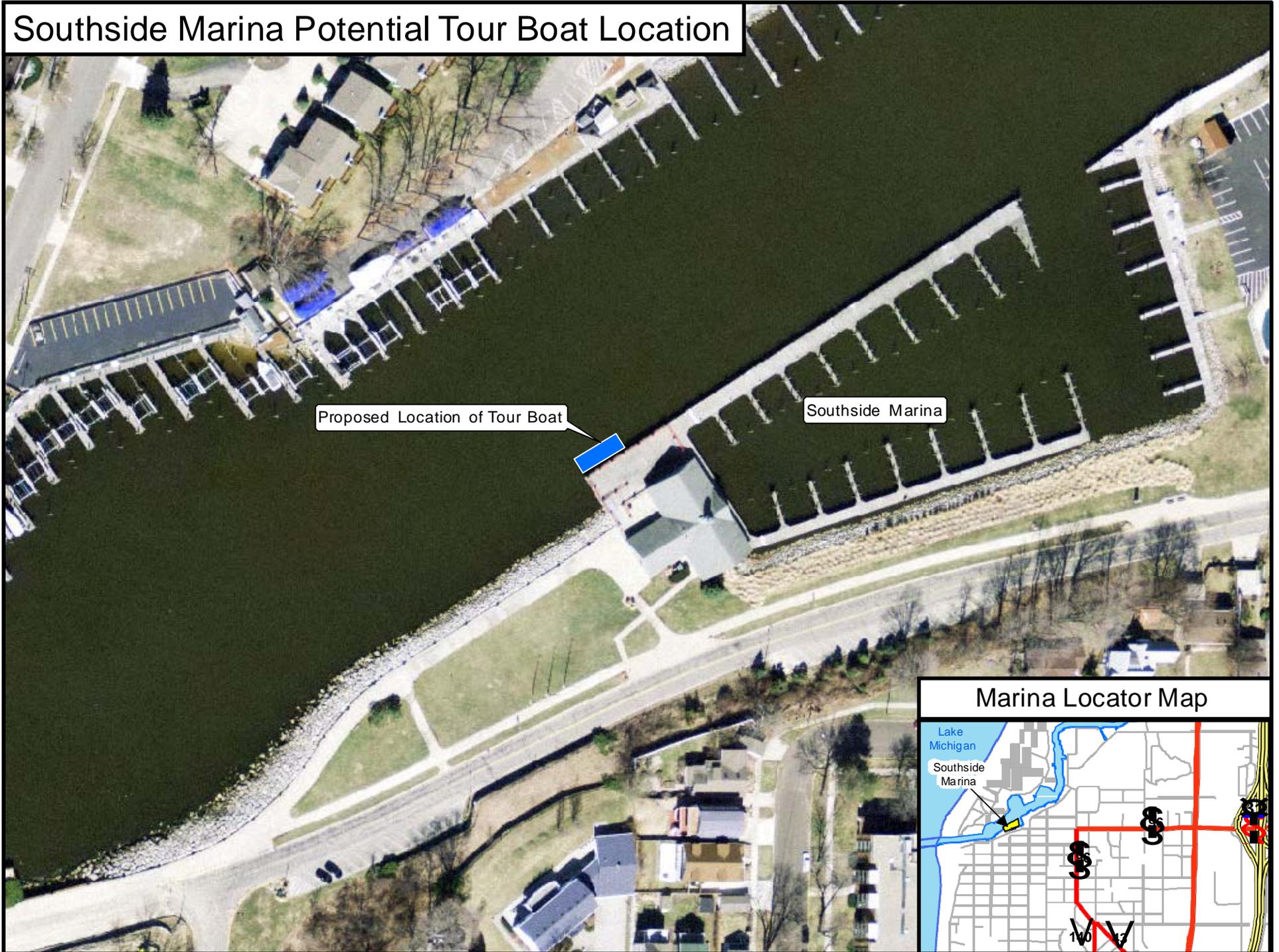
Huron St

μ

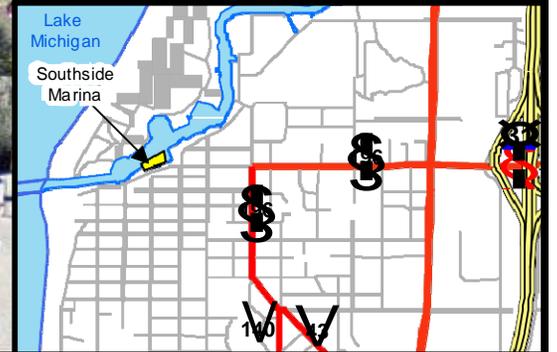
EXHIBIT B
MARINA SLIP

GRAPIDS 57671-1 352569v3

Southside Marina Potential Tour Boat Location



Marina Locator Map



<input type="checkbox"/> Previous USACE File Number <input type="checkbox"/> USACE File Number	...	DEQ File Number
	Q&	Fee received \$

Validate that all parts of this checklist are submitted with the application package. Fill out application and additional pages as needed.

All items in Sections 1 through 9 are completed.

Project-specific Sections 10 through 20 are completed.

Dimensions, volumes, and calculations are provided for all impact areas.

All information contained in the headings for the appropriate Sections (1-20) are addressed, and identified attachments ([Ⓢ]) are included.

Map, site plan(s), cross sections; one set must be black and white on 8 1/2 by 11 inch paper; photographs.

Application fee is attached.

Project Location Information For Latitude, Longitude, and TRS info anywhere in Michigan see www.mcgi.state.mi.us/wetlandsf

Project Address (road, if no street address) '345W ST	Zip Code 49000	Municipality (Township/Range/Section) Southern: VEN	County VAN BUREN
Property Tax Identification Number(s) 007- () 111-01; 4-02-01	Latitude 42.24072-S	Township/Range/Section (TRS) T1N R1E S7W	
Subdivision/Plat and Lot Number Bl. 411	Longitude 85.71121-W	Sec. 2_ OR Private Claim	

III Applicant and Agent Information	
Applicant (individual or corporate name) ...t ...>ov+l... we:""	App contractor (firm name and contact person) " \fA.tJOP..li Ct\-
Mailing Address \ P ClelttIX St	Mailing Address
City, State, zip code u l'Nt State MI zip code tterog0	City State Zip Code
Contact Phone Number Fax	Contact Phone Number Fax
Email '"-6?n- Dllt;	E-mail ova..noh oc.c.l. (U "vt-1.-t-IM1 ..L •CDIM
No <input checked="" type="checkbox"/> Yes Is the applicant the sole owner of all property on which this project is to be constructed and all property involved or impacted by this project? If no, attach letter(s) of authorization from all proper owners including the owner of the disposal site.	
Property Owner(s) Name (if different from applicant)	Mailing Address
Contact Phone Number	City State Zip Code

Bit Project Description	
Project Name '5-ovTH Sloe Ex-tens n	Preapplication File Number - - -P

Name of Water body BL jJ "-.IE:re.	Date project staked/flagged
The proposed project is on, within, or involves (check all that apply)	
<input checked="" type="radio"/> an inland lake (5 acres or more)	<input type="radio"/> a Great Lake or Section 10 Waters
<input type="radio"/> a pond (less than 5 acres)	<input type="radio"/> a wetland
<input type="radio"/> a stream, river, ditch or drain	<input type="radio"/> a 100-year floodplain
<input type="radio"/> a legally established County Drain	<input type="radio"/> a dam
Date Drain was established	<input type="radio"/> a designated high risk erosion area
<input type="radio"/> a channel/canal	<input type="radio"/> a designated critical dune area
<input type="radio"/> 500 feet of an existing water body	<input type="radio"/> a designated environmental area

Indicate the type of permit being applied for: General Permit (if Minor Project) Individual (All other projects.) See Appendix

C. Written Summary of All Proposed Activities
f;JC .,c). wo.v"tt do 8'o fez+ -& west t\l ex:1s+; ol" .

Construction Sequence and Methods
C.u1- 11"KM l1"da- , \ll ;\-a.tl a..H'O ...,, b-rcr"-3- "" r. lfl \-o-t{ 2.

II Project Purpose, Use and Alternatives *Attach additional sheets as needed.*

Describe the purpose of the project and its intended use; include any new development or expansion of an existing land use.

Describe the alternatives considered to avoid or minimize resource impacts. Include factors such as, but not limited to, alternative locations, project layout and design, and construction technologies. For utility crossings include alternative routes and construction methods.

III Locating Your Project Site *Attach a legible black and white map with a North arrow.*

Names of roads of closest intersection **WA"i@R. fiT E.:I A.NC**

Directions from intersection to the project site, with **SOV-ru** from the best and nearest visible landmark and water body

Description of buildings on the site (color; 1 or 2 story, other) **De;' ce,..' ma ';;g dings (address; color; eta)**

How can you be **fd** if there is no visible **i s?**

III Easements and Other Permits

li'f'No D Yes Is there a conservation easement or other easement, deed restriction, lease, or other encumbrance upon the property?
- If yes, attach a copy. Provide copies of court orders and legal lake levels if applicable.

List all other federal, interstate, state, or local agency authorizations including a required assurance for Critical Dune Area projects.

Agency	Type of Approval	Number	Date Applied	Date approved /denied	Reason for denial

III Compliance

If a permit is issued, when will the activity begin? (M/D/Y) | Proposed completion date (M/D/Y)

li'f'No D Yes Has any construction activity commenced or been completed in a regulated area?
- If Yes, identify the portion(s) under way or completed on drawings or attach project specifications and give completion date(s).

li'1 No O Yes Were the regulated activities conducted under a DEQ and/or USAGE permit?
- If Yes, list the permit numbers

li'1 No D Yes Are you aware of any unresolved violations of environmental law or litigation involving the property?
- If Yes, attach explanation.

III Adjoining Property Owners *Provide current mailing addresses. Attach additional sheets/labels for long lists.*

D Established Lake Board | Contact Person | Mailing Address | City | State and Zip Code
D Lake Association

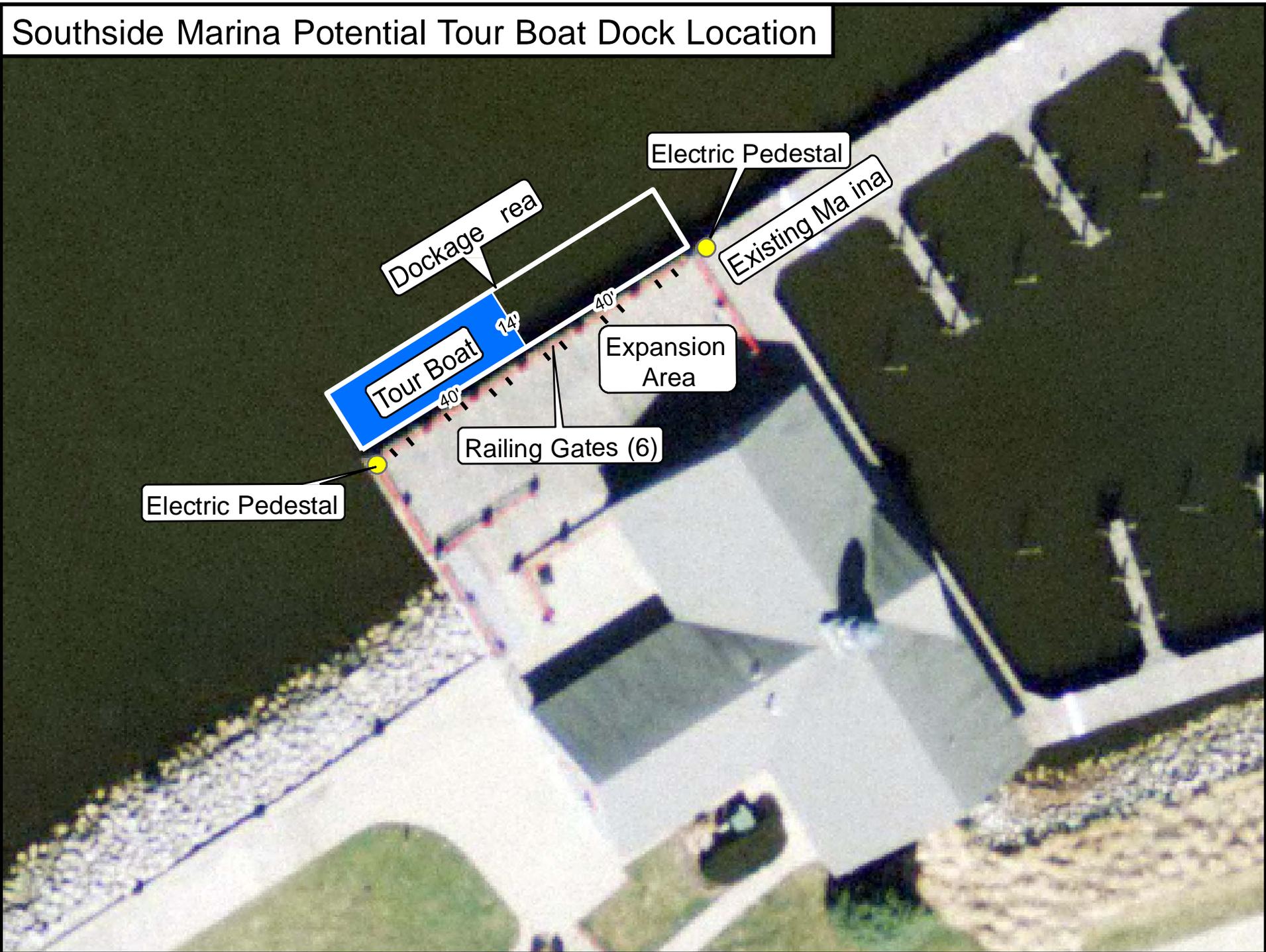
List all adjoining property owners.

If you own the adjoining lot, provide the requested information for the first adjoining parcel that is not owned by you.

Property Owner's Name | Mailing Address | City | State and Zip Code

<p>■ Applicant's Certification <i>Read carefully before signing.</i></p>			
<p>I am applying for a permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application; that it is true and accurate; and, to the best of my knowledge, that it is in compliance with the State Coastal Zone Management Program. I understand that there are penalties for submitting false information and that any permit issued pursuant to this application may be revoked if information on this application is untrue. I certify that I have the authority to undertake the activities proposed in this application. By signing this application, I agree to allow representatives of the DEQ, USACE, and/or their agents or contractors to enter upon said property in order to inspect the proposed activity site before and during construction and after the completion of the project. I understand that I must obtain all other necessary local, county, state, or federal permits and that the granting of other permits by local, county, state, or federal agencies does not release me from the requirements of obtaining the permit requested herein before commencing the activity. I understand that the payment of the application fee does not guarantee the issuance of a permit.</p>			
<input type="radio"/> Property Owner <input type="radio"/> Agent/Contractor <input type="radio"/> Corp. or Public Agency /Title	Printed Name	Signature	Date

Southside Marina Potential Tour Boat Dock Location



Harbor Commission

Regular Meeting Minutes

Tuesday, March 17, 2015, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

1. Call to Order by Arnold at 5:30 p.m.

Present: Reineck, Stephens, Sullivan, Arnold
Absent: Pyle, Stegeman, Silverman

2. Approval of Agenda

Motion by Stephens, second by Sullivan to approve the February 17, 2015 Regular Meeting Agenda.

All in favor. Motion carried.

3. Approval of Minutes: February 17, 2015 Regular Meeting

Motion by Reineck, second by Stephens to approve the February 17, 2015 regular meeting minutes as written.

All in favor. Motion carried.

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

There were none.

5. Marina Reports

VandenBosch reviewed the Marina Reports, noting year-to-date revenue, expenses and cash and investment balances.

6. Tour Boat

VandenBosch introduced the item by pointing out that he has put together a staff report and resolution and at the last minute had included a proposal by Abonmarche Engineering to design and bid improvements to make possible the dockage of vessels in the expansion area indicated. VandenBosch also noted that at this time, looking at the Abonmarche proposal, and at what we are proposing to do, VandenBosch requested the removal of the Abonmarche proposal. The reason is that city staff thinks the installation of electric pedestals

and installation of railings and gates can be done in-house if this is approved. Therefore, VandenBosch wanted to be up front regarding the resolution, that staff is not recommending the approval of the Abonmarche proposals in the resolution at this time.

VandenBosch gave an overview of the request before the Harbor Commission. "We have a tour boat that would like to rent space from the South Side Marina; the west end of the deck area, which is a public deck area." VandenBosch noted that staff is not asking in any way to take away the public access to this deck; that should continue, but the marina would like to use that area as a headwall/marina dockage and the city has a request to use the west forty (40) feet of that for a tour boat. That request is from Chad Bard of IT-IL-DO Charters, LLC, the same company that leases a slip from the city for charter fishing.

VandenBosch explained that whether this area is used as transient marina or used for the tour boat we have to apply to the Department of Environmental Quality (DEQ) for a permit to expand our marina; for the tour boat, we would have to also go to the Department of Natural Resources (DNR) for permission to allow a commercial use in an area of the marina that is designated for transient use. VandenBosch indicated that he does not foresee any problem with obtaining those permissions, but it is a step that has to be gone through.

To clarify his reasons for not recommending the Abonmarche proposal, VandenBosch pointed out to the Commissioners the handout prepared by the city's GIS Tech, showing the harbor, with the red lines indicating the harbor lines. VandenBosch indicated that this map is not a survey, but it does make it clear that the harbor lines run right up against the dock that is under discussion. What that means is that it is very possible that pilings will not be able to put in the water, which was part of the original proposal. "If you look at Abonmarche's proposal, they indicated \$4,500 to do the survey and identify the location of the harbor lines." VandenBosch noted. "That seems quite expensive when instead of that staff can just use the existing deck, installing electric pedestals and cutting gate openings in the railing that can be closed." VandenBosch pointed out that this would be a relatively simple process and not something that we would not need to get Abonmarche involved with.

VandenBosch suggested that as the Commission looks through the packet we do have a proposal from IT-IL-DO Charters; we have been following our city's commercial use policy which was looked at by Harbor Commission and approved by City Council. The description of the boat is 40' by 14'; a United States Naval Launch boat, pictures are included in the packet, as well as a license agreement on page twenty-six (26) drawn up by the city attorney based on previous license agreements the city has and which Chad Bard has had a chance to review.

VandenBosch also indicated that he has included an application for a Department of Environmental Quality (DEQ) permit but would remove any reference to installation of spring pilings, based on his previous explanation, which reduces the request to use an existing deck area, installing electric pedestals and creating gated openings in the railings.

VandenBosch suggested that the Commission hear from Chad Bard regarding his proposal and pointing out that the resolution prepared for you could be used, recommending the striking of any reference to the proposal from Abonmarche. VandenBosch also clarified that while the resolution is for Harbor Commission, it is a recommendation to City Council; this is

a City Council decision. If recommended by the Commission, VandenBosch would just remove the Abonmarche proposal and send it City Council absent that reference.

In response to VandenBosch's request for questions, Stephens asked, "What would be the public benefit of allowing public dock space in a prime location in the city harbor?" While asking that Bard also address this question, VandenBosch did say that it would be a public attraction for visitors and residents, a way to get outdoors, to get out on the water even if one does not own a boat, indicating that those would be general benefits of having a tour boat operation.

Stephens asked the cost of the DEQ and Department of Natural Resources (DNR) permits, to which VandenBosch responded that the DEQ is five hundred dollars (\$500) and that he does not believe there is a cost associated with the DNR approval.

Reineck noted that the Commission has discussed having something like this within the past year; this proposal is on a smaller scale, a little more realistic. Following the same line of reasoning, Reineck also commented that scaling the project back so it is not so extensive to prepare for such a thing goes along with that same line of reasoning and that if this endeavor does not work, because the agreement is for just one year, the improvements to the head dock could be used for other purposes. Discussion ensued regarding supporting tourism by allowing a different venue than the sailboat to get people out on the water.

Sullivan questioned VandenBosch whether the jet ski rental license had been renewed to which VandenBosch responded that the jet ski rental was not there last year and did not come back for renewal.

Sullivan expressed his concerns with using such a great location for a commercial entity, noting that there could be times when the forty or so passengers would be in that location, perhaps competing with other boaters for that space; would like to keep that area as pristine as possible.

Chad Bard, IT-IL-DO Charters. Stated that this boat is going to do a lot for this town and provide another way besides the sailboat to get out on the water. Sullivan responded that he is in favor of the tour boat but his opposition is the location. Bard noted that the license agreement is written in favor of the city; Bard has agreed to move his boat if the city needs him to and the lease is a year-to-year lease so "if it doesn't work out the lease is only for a year."

Arnold reminded that the location at the South Marina deck has been noted as bad due to storm surges and questioned whether the plan is to keep the boat there full time. Bard responded, "Yes, the boat is built like a tank; has cleats on it; is all reinforced fiberglass;; fireproof; no wood in the boat; built to Navy specifications to be dropped off boats and right itself; it's very sturdy and strong. I'm going to have a rubber rail on it and we shouldn't have any problems with that."

Stephens questioned what Bard is planning to protect the docks from damage by the boat, to which Bard, explaining how the dock is constructed, stated he did not see that there would be any problem of that nature. Stephens noted that surges when the wind is from the west or northwest are significant and her experience with having the Friends Good Will docked there

in the past is that there could be damage to the dock. Bard responded that if that appeared to be a problem, which he does not think it will, he could always move the boat to an alternate location. In response to Stephen's questions of whether he has an alternate location, Bard said while he does not have a specific site in mind, he is sure he could find an alternate location.

Stephens brought up several more questions regarding congestion during festivals and other events; whether granting this request would result in the public perception of favoritism, whether there were other accessible sites and having a boat docked in the Federal channel. Bard responded that others have the same opportunity to make a similar request; that anyone could but he is the one who is going through the steps to do this and the city will benefit from the amount of money it will cost Bard to dock his boat there; that he believes it's going to be good for the tourists, for the townspeople, thinks it's a win-win. Stephens stated the location is her main concern.

Arnold noted that there does not seem to be any favoritism involved, that he likes the idea and sees it as similar to the previous request by the jet ski business. Arnold also noted that if the Commission chooses not to recommend Bard's proposal, the marina manager could rent space out for pleasure boats that come in. Arnold's question, to VandenBosch, was whether there is concern of slipping something over the harbor lines, such as the discussion we had when Joe Wiltgen came forward with his proposal for Admiral Jack's. VandenBosch stated that he would not recommend building anything into the harbor beyond the harbor lines, noting that staff had discussed adding a piling, and stated that the city enforces other developers to stay on their side of the harbor lines so cannot expect any different treatment. VandenBosch explained, in response to Arnold's question about City Council's approval of engineering last evening that the approval was for preliminary engineering to determine whether it is possible to extend the dock toward Lake Michigan, not closer to the harbor lines, with appropriate measure for surge protection and wave attenuation. After a question from Arnold, regarding potential changes in that area violating an agreement with Bard, VandenBosch noted that any such changes are probably years down the road.

Sullivan questioned whether the boat will be over the harbor line to which VandenBosch responded that the boat will be, but it is acceptable for boats to be beyond the harbor line. Sullivan then asked whether the Federal harbor lines are the same as the city harbor lines. VandenBosch noted that the Federal Harbor lines in South Haven are defined as the line to which the Army Corps used to dredge, and it is acceptable for boats to be docked there. Discussion ensued regarding the legality of boats being docked within that area and whether that is a Coast Guard issue, with Stephens saying she will check into it and requesting that VandenBosch do so also.

Sullivan asked for details about the type of boat and refueling, which Bard described as a single engine diesel which he would refuel at All Seasons Marine or the Yacht Club.

Gary Horton, President, Michigan Maritime Museum. Elaborated on the museum as a non-profit, serving the public, with several boats that go upriver or out on the lake, each having a historical background, and noted the short season in which to support keeping a museum going. Noted that it is seldom that the boats are loaded to capacity.

Patti Montgomery, Director, Michigan Maritime Museum. Expressed appreciation for Bard's goal of getting people out on the water, noting that is one of the museum's missions. Pointed out that Bard's pricing is less than the museum's pricing, which is very carefully set to cover maintenance and care for the tall ship and other vessels, to keep them safe and a quality exhibition to the public as well as being a boat ride. Montgomery also pointed out the education piece of the museum's mission, noting that while their price is a little higher than Bard's proposes they are also able to get kids out on the water for a lower price due to their price structure. Montgomery noted that the city was very good to us (the museum) last year when we faced water depth issues, and let us dock the Friends Good Will in that same spot Bard is proposing to use. Montgomery stated, "That's a prime location and the museum could step forward and say we would like to dock there, too." Montgomery also pointed out that with the passengers with tickets on their vessels, they incur issues with restrooms and parking, and if Bard has forty-nine (49) passengers going out five (5) times a day, that's around two hundred fifty (250) people; there are going to be issues with restrooms and parking, something that she has not heard mentioned. Montgomery reiterated her support for getting people in boats out on the water, but also listed concerns with having places for tall ships and other boats to dock, even though that has not been possible due to low water levels in the recent past. Finally, Montgomery promoted the museum's excitement in bringing a historic Cost Guard boat to the harbor and asked the commissioners to consider some of these other things as they look forward to see if there is a way to help each other, for the museum to partner, because of the age and history of the boat Bard is proposing to bring into the harbor.

Bard quoted his charter buddy, noting "There's enough to go around for everybody," and stated, "When there's nobody in town, nobody's busy and when everybody is in town, everybody is busy." Stated that he understands the museum feeling threatened because of his business, but stated that he is not trying to take anything from anyone, or from Friends Good Will. Bard asked, "Am I going to refer people to Friends Good Will?" and stated, "Of course! I refer people to Friends Good Will daily on my charter boat when I'm fishing." Bard feels that he will just be contributing a way for more people to get out on the water; while understanding that the museum is feeling threatened that his business will take away from Friends Good Will. Bard also remarked that if he remembers correctly, the Friends Good Will was never parked where he is proposing to put his boat, that it was on the headwall that is already used, and as far as he can recall that nothing has ever been docked there."

Stephens asked if there is an electric post where Bard is proposing to be, and after learning that there is not, commented that she believes Bard is correct.

Sullivan asked if Bard has planned a route where he will be taking the boat to which Bard responded that he has talked to some of the realtors about taking groups out to view houses from the lake. In response to another question from Sullivan, Bard said he could take the boat up the river if the lake was too rough, but noted that his thought is more to go by the lots and million dollar houses that are listed for sale to allow people to see them from a different perspective and to take people by the clay formations out there near 107th. Bard responded to another question from Sullivan explaining that he will be doing coastal tours, within about two (2) miles out and no more than twenty (20) miles from a safe harbor.

Bard also noted that he gets calls all through the season, but particularly during festivals, with people wanting to just go out on a cruise because Friends Good Will is booked up.

Stephens asked where two-hundred fifty (250) people are going to park, noting Bard's letter to the city manager suggests he will be having forty-nine (49) people five (5) times a day. Bard said his customers will probably be mostly walk-ups, the people are already there, his business will be the foot traffic people. Stephens then referred the question to VandenBosch, regarding restroom use and city requirements. VandenBosch stated there are two restrooms there; festivals are required to provide one restroom per five hundred attendees, that's heavy use. VandenBosch stated he doesn't really know the answer whether that it going to be enough. Bard said he does not think Stephens is looking at the situation from the same eyes as he is and pointed out that when there are already thousands of people during Harborfest, they have already parked, and as far as restrooms, he will be helping the situation, because some of those people can use the restroom on his boat, instead of using the city restrooms. Bard also is planning to work with some of the schools to take classrooms out at a group rate. Discussion ensued again regarding whether or not Bard is going to be taking business from the museum or just taking the overflow. Bard reiterated that most of the year there are not enough people in town, but during those two or three months, there are not enough boats to take everyone that wants to go.

Motion by Reineck to accept the proposal as presented.

Motion failed due to lack of a second.

VandenBosch reminded that if a motion is made, it should be in the form of a recommendation to City Council and clarified that this will go to City Council, which is part of the commercial use policy that the city has, City Council will receive the minutes and see the discussion and the motion and your motion will be very important to them.

Arnold attested that City Council does listen to the advice of the boards and commissions.

After a pause, Arnold moved to Item 7. Grant Applications. VandenBosch clarified that without a motion there is no recommendation to City Council.

Sullivan asked if there could be continued discussion and VandenBosch said that is up to the commission. Arnold stated that discussion could continue.

Sullivan is not in favor of recommending to City Council at this time, thinking that while Bard would like to get this rolling, since spring is coming, but it might take another month for the commission to think this through.

Arnold said his thought was that would give Bard time to address the concerns heard tonight and also give the museum time to think it through, and after further discussion it could be put to a vote. Arnold asked if it is correct that even without a motion, this proposal will move to the next step anyway.

Sullivan asked about a motion to recommend not using that location for a commercial purpose, and then stated that he would make a motion.

Motion by Sullivan to recommend to City Council that this location not be used for this particular charter boat operation. Second by Stephens.

Reineck asked if this motion overrides the previous motion, which Arnold explained was not seconded and therefore died. Sullivan noted that if his motion doesn't pass he would be happy with bringing this back and discussing it next month, explaining that he supports the idea, just not the location and the commission is not here to support the monopoly of the museum. Sullivan remarked, "Competition? Compete! It's about commercial enterprise, free enterprise."

Reichert pointed out that it is not an unappealing vessel and it is not a permanent situation. Sullivan responded that he is not saying it is, but referenced setting precedent. Reichert noted these requests are considered on an individual basis. Sullivan stated that he just does not feel this location should have a commercial enterprise. Reichert noted that the jet ski operation was somewhat commercial. Stephens agreed it was; Sullivan stated he was opposed to the jet ski operation and Arnold corroborated that is correct and noted that the presence of Chad's charter fishing boat there is commercial. Arnold also noted that he believes it is one of the goals of the city to make the south side of the city more of a destination, referring to the proposed splash pads, to get families and kids in that area, down towards the beach, and a tour boat would kind of do that.

Reichert asked if the head docks are extended west, how that space will be used. Arnold stated that was the question we asked and it could be years away. Reichert commented that it is proposed to be a commercial deal, realistically, one could claim not, but realistically, that is what it will be for.

Stephens noted that we, at one time, talked about extending that dock west, to allow docking by cruise vessels on the lakes, so maybe we should revisit extending that dock west for commercial vessel use at some point, stating, "That would be an entirely different discussion." Reichert does not want to keep dodging the current situation, which Stephens agreed does not help our current situation but that we are seeing the need to look at alternate dock space for commercial use on the south side, including tour vessels and cruise vessels.

Bard pointed out that with the amount of money he would be charged to use this space as proposed, which would help the city and the discussion of extending the dock west for commercial use, he does not understand why we cannot get this approved right now. Bard also noted that he does not think it should be about aesthetics; it's a boat and it's a harbor, and it won't be an eyesore, it will be appealing the way we are setting it up. Bard expressed that he cannot understand why there are difficulties, although he does understand the Friends Good Will feeling threatened with competition. Bard asked whether the Friends Good Will docks on a city dock and how much they are paying. It was noted that it is a city dock and VandenBosch stated that the museum pays one dollar (\$1.00) per year. Bard noted he will be paying substantially more, \$7,900 per year. Stephens pointed out that the museum is non-profit and he is for-profit. Bard noted he does not understand all the ins and outs of their project.

Arnold called for a vote on the motion which VandenBosch read:

Recommend to City Council that this location not be used for the charter boat operation.

Ayes: Stephens, Sullivan

Nays: Reineck, Arnold

VandenBosch noted that there is no recommendation for City Council and stated that perhaps the discussion in the minutes may be helpful for City Council.

7. Grant Applications

VandenBosch explained that because the grants' due dates are coming up very quickly, and because of the council meeting on the third Monday and Harbor Commission meeting on the third Tuesday, VandenBosch had to send this to City Council before it came here. The deadline is before April 1 and VandenBosch apologized because this item should have come before the Harbor Commission first but "we have a large number of grant applications based on our Capital Improvement Plan that this board approved in September." VandenBosch noted that some changes did have to be made to fit the criteria and dollar amounts of the grants. VandenBosch reviewed the various grant applications:

Black River Park Driveway Improvements, \$86,000 matching grant from MDNR Waterways Boating Access Infrastructure Grant.

Black River Park Skid Pier, a 25% matching grant, \$12,500 from the Black River Park Fund and \$37,500 from MDNR Michigan Natural Resources Trust Fund. This provides two new skid piers.

Black River Park Restroom Renovation, another 25% matching grant, \$12,500 from the Black River Park Fund and \$37,500 from MDNR Recreation Passport grant, so the park will get \$50,000 worth of bathroom improvements, focusing on countertops, partitions between restroom stalls, some tile and some other work to spruce up the interior of the restrooms.

South Side Marina Building Renovation, we wanted to do about \$300,000 worth of interior renovations but this grant is limited so the need was a new roof since the present roof was from 1992 and there is some wood rot in the cupola area. This is a 50% match, so the city would pay \$62,000 and the grant would provide \$62,000.

South Side Marina Dock Extension Engineering, tying wave attenuation design with extension of the dock trying to create more transient head dock. VandenBosch noted that we do plan to use that area in a number of ways, including attracting a cruise ship and potential commercial uses. What this engineering is doing is finding out if it is possible in that area where we have a lot of storm surge. Also hoping to benefit the rest of the western harbor.

VandenBosch noted that those are five (5) grants that City Council approved last night.

VandenBosch informed that the city has also been awarded an accessible kayak launch including accessible sidewalk to the restroom. Waiting for review from state historic preservation officer, hoping it will be done by the end of the year.

VandenBosch updated the commission that the Downtown Development Authority (DDA) is looking at funding Black River Park parking lot improvements in the area of the gravel lot used for dredge spoils; the back area is still very soft and the engineer said nothing could be done there at this time, but the area near Dunkley Ave and bike trail is more stable and the

DDA would like to build a parking lot with forty-two (42) parking spaces, it's our master plan but it benefits the DDA on peak tourism days.

VandenBosch reminded that the deadline for the grant for the Black River Park fish cleaning station is in August so staff will be working on meeting that deadline. Staff is not one hundred percent (100%) sure that grant will be opened up in August but the application will be ready if it is opened.

8. Customer Satisfaction Survey

The Commission reviewed the Customer Satisfaction Surveys received at the February meeting.

John Marple, Marina Manager, provided details regarding complaints and comments on a variety of issues including pilings, dogs, social gatherings and staffing.

Member and Staff Comments

VandenBosch gave an update on the bridge, which is to be opened to boat traffic on April 15. There have been some delays due to weather and other issues; the bridge is supposed to be open to vehicle traffic on May 15, but VandenBosch believes efforts are being made to get it opened as soon as possible.

VandenBosch has been attending the Two Rivers Coalition; has learned there are some groups doing some very good work trying to prevent erosion and sedimentation. They are working with farmers; the farmers are voluntarily cooperating with the coalition, planting shoreline vegetation, planting cover crops, doing no till farming. VandenBosch will continue to attend the Coalition meetings, which we are now members of, and focus on fish habitat and sedimentation and erosion. The same things benefit both.

VandenBosch informed that the docks were put in today and the gate will be operational April 1.

Sullivan asked for an update on the David Nixon DEQ permit; discussion.

Adjourn

Motion by Stephens, second by Sullivan to adjourn.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-19

A RESOLUTION TO ESTABLISH A POLICY ON COMMERCIAL USES AT
MUNICIPAL MARINAS AND BOAT LAUNCH FACILITIES

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on May 5, 2014 at 7:00 p.m. local time.

PRESENT: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall, Patterson, Burr

ABSENT: None

The following preamble and resolution was offered by Member Fitzgibbon and supported by Member Patterson.

WHEREAS, the Council desires to establish rules and regulations for the commercial use of the Southside Marina, Northside Marina, Maritime Marina, Black River Park Marina, and Black River Park Boat Launch facilities.

THEREFORE, BE IT RESOLVED, that the City of South Haven City Council adopts a Marina and Boat Launch Facility Commercial Use Policy set forth in Attachment A.

RECORD OF VOTE:

Yeas: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall, Patterson, Burr

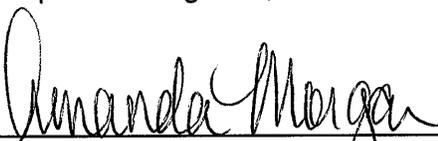
Nays: None

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 5th day of May 2014, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).


Amanda Morgan, City Clerk

Marina and Boat Launch Facility Commercial Use Policy

1. Purpose. This Policy governs the application process for persons or entities wishing to establish commercial operations at the South Side Marina, North Side Marina, Maritime Marina, Black River Park Marina, and Black River Boat Launch facilities.
2. Application. The person or entity wishing to establish a commercial operation at a facility (the "Applicant") shall submit a written letter of request to the City Manager with the following information:
 - A. The Applicant's name, mailing address, and telephone number. Where the Applicant is a partnership, corporation or other association, this information shall be provided for all partners, officers and directors, or members.
 - B. A statement regarding the type of commercial operation the Applicant wishes to operate. The statement shall identify the space within the facilities (including, if applicable, specific boat slips) that the Applicant wishes to use in the operation.
 - C. Proposed hours of operation, and, if applicable, an approximate schedule of the departure and arrival of boats to be used as part of the commercial operation.
3. Preliminary Approval. The City Manager will review the application and grant preliminary approval upon determining that: (a) the requested space or comparable space is available and has not been requested in a pending application; (b) the requested facility has additional capacity for commercial uses; (c) the proposed operation will not interfere with adjacent use by other customers, produce noise, noxious smells or be otherwise offensive; (d) the proposed operation is not prohibited by the facility regulations in Section 5 of this Policy; (e) the use is a lawful use and all appropriate permits and approvals have been granted; and (f) the proposed operation will not unduly interfere with other commercial operations or recreational uses of the facility.
4. License Agreement. If the application receives preliminary approval, the City Attorney will prepare a license agreement with the following components:
 - A. Term – The initial term of each license agreement shall be one year. The City may, at its discretion, grant renewal terms for longer periods for commercial operations that consistently satisfy their license obligations.
 - B. License Fee – Commercial operations in the facilities shall pay an annual license fee in amount consistent with applicable state and federal regulations. The license fee shall be determined based on the nature and character of the occupied space. For a commercial operation that operates exclusively from a boat slip, the license fee shall generally be double the amount charged for seasonal use of the slip by a recreational boater. However, the City Council may determine from time to time that a particular facility has excess commercial capacity, and, in such situations, the City reserves the right to adjust fees accordingly.
 - C. Insurance Requirements – The applicant shall be required to maintain general commercial liability insurance with minimum liability limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming the City as an additional insured.

5. Facility Regulations. The following regulations shall apply within the specified facilities.
 - A. Commercial operations at Black River Park Boat Launch involving the rental of motorized boats and motorized watercraft to customers, for operation by such customers, are prohibited.
 - B. Rental of boats which are under a seasonal recreational marina contract is not permitted. This includes rental of boats as lodging, operation as a charter vessel and person to person boat rentals. Operation of a charter vessel from municipal marinas may be permitted under a license agreement subject to this Commercial Use Policy.
 - C. The Black River Park Marina shall not have more than five commercial operations involving the use of a charter vessel.
 - D. The South Side Marina shall not have more than six commercial operations involving the use of a charter vessel.
 - E. The Maritime Marina may be used by the Michigan Maritime Museum for display of historic and character boats and for special events, subject to City Council approval.
 - F. Special events may use municipal marina facilities subject to approval of the Harbormaster and City Council.
6. License Agreement Approval. The license agreement prepared by the City Attorney is subject to review by the Harbor Commission and approval by the City Council. No commercial use shall take place before the license agreement has been executed by the City and the entity operating the commercial use.

MEMORANDUM

To: Brian Dissette

From: Deborah Lull

Date: March 27, 2015

Subject: Resolution to spin off and transfer Nationwide 457 plan account balances of current SHAES employees to the SHAES' deferred compensation plan

SHAES elected to terminate its participation in the City's Nationwide 457 deferred compensation plan when it established its own deferred compensation plan during 2014. The new SHAES deferred compensation plan was established in August 2014 and SHAES members stopped contributing to the Nationwide plan and began contributing to their new plan in December 2014.

Nationwide requested formal notification of the spin-off plan in the form of a council resolution in order to allow SHAES members to transfer their account balances from Nationwide to the new SHAES deferred compensation plan. A resolution to spin off and transfer Nationwide 457 plan account balances for current SHAES employees is attached for presentation to council. SHAES board took formal action to approve the spin-off plan during its April board meeting.

Please feel free to contact me if you would like additional information.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2015-17

A RESOLUTION TO SPIN OFF AND TRANSFER NATIONWIDE 457 PLAN ACCOUNT
BALANCES OF CURRENT SHAES EMPLOYEES TO THE SHAES' DEFERRED
COMPENSATION PLAN

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 April 6, 2015 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, City of South Haven maintains an eligible 457(b) governmental defined compensation plan known as the South Haven Deferred Compensation Plan For Public Employees (the "Plan").

WHEREAS, the South Haven Area Emergency Services ("SHAES") was a participating employer in the Plan and terminated its participation in the Plan in December 2014 when it established its own deferred compensation plan for eligible employees.

WHEREAS, City of South Haven now desires to spin-off and transfer Plan account balances of current SHAES employees directly to the SHAES' deferred compensation plan.

WHEREAS, City of South Haven, as Plan sponsor, has the authority pursuant to Article IX to amend the Plan and to take such other actions as it deems advisable.

NOW, THEREFORE, BE IT RESOLVED that City of South Haven hereby approves the spin-off and direct transfer of assets attributable to Plan accounts of current SHAES employees into the SHAES deferred compensation plan. Assets attributable to Plan accounts of terminated SHAES employees will remain in the Plan.

FURTHER RESOLVED, that City of South Haven will coordinate notices and any other required disclosure with its administrative service provider, Nationwide Retirement Solutions, and will coordinate with SHAES as necessary to implement and effectuate the foregoing resolutions.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of April, 2015, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk