

# City Council

## Regular Meeting Agenda

Monday, June 17, 2013  
7:00 p.m., Council Chambers



### 1. Call to Order

### 2. Invocation

- Pastor Darryl Williams, Lily of the Valley Church

### 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 June 3, 2013.
- B. Bills totaling \$797,303.79 for the period ending June 16, 2013 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to the purchase of two parking pay terminals from the previously approved vendor, Total Parking Solutions, Inc., in the amount of \$30,460.
- D. Council will be asked approve a license agreement with Crescent Moon for an awning over public property.
- E. Council will be requested to approve the final budget adjustment for FY 13
- F. Council will be asked to approve Resolution 2013-37 for POLC MERS increase.
- G. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
  - 1) 05-13-13 LDFA minutes
  - 2) 05-14-13 Parks Commission 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.*

### BOARD & COMMISSION APPOINTMENTS

6. City Council will be asked to consider the appointment of Dan Mezak to a 5-year term on the Housing Commission expiring in 2018.

### UNFINISHED BUSINESS

7. City Council will be asked to consider an ordinance to amend rates for the City of South Haven Utilities.

8. **City Council will be asked to consider the following items regarding the Kalamazoo Street Phase 2 Special Assessment:**
  - A. **Hold a public hearing regarding the district.**
  - B. **Consider Resolution 2013-34: Determination to make public improvements; approval of plans and estimate of cost; final determination of special assessment for the Kalamazoo Street Reconstruction Phase 2 Project.**
  - C. **Consider Resolution 2013-35: Special Assessment Roll 2013-01; Notice of Public Hearing for the Kalamazoo Street Reconstruction Phase 2 Project.**

NEW BUSINESS

9. **City Council will be asked to consider Special Event 2013-21: 4<sup>th</sup> of July Parade (July 4, 2013)**
10. **City Council will be asked to consider a professional services agreement with the Al-Van Humane Society.**
11. **City Council will be asked to consider Resolution 2013-36: A Resolution to set a public hearing date of July 1, 2013 for consideration of an industrial facilities tax exemption certificate requested from BEI International.**
12. **City Council will be asked to ratify a collective bargaining agreement with the the Technical, Professional, and Office Workers Association of Michigan (TPOAM) workers at the City's Department of Public Works and City Hall.**
13. **The City Council should consider approval of Resolution 2013-38, a resolution authorizing the City Manager to apply for the S2 grant.**
14. **Interested Citizens in the Audience Will be Heard on Items Not on the Agenda**  
*(You will be given up to 5 minutes to address your concerns.)*
15. **City Manager's Comments**
16. **Mayor and Councilperson's Comments**
17. **Adjourn**

RESPECTFULLY SUBMITTED,



Brian Dissette  
City Manager

**City Council**

**Regular Meeting Minutes**

**Monday, June 3, 2013  
7:00 p.m., Council Chambers**



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

**2. Invocation**

Council observed a moment of silence.

**3. Roll Call**

Present: Arnold, Gruber, Klavins, Kozlik Wall, Patterson, Burr  
Absent: Fitzgibbon

Moved by Patterson to excuse Councilmember Fitzgibbon due to absence from community.  
Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

**4. Approval of Agenda**

Moved by Patterson, to approve the agenda. Seconded by Klavins.

Voted Yes: All. Motion Carried.

**5. Proclamation**

Mayor Burr presented a proclamation recognizing Golden Brown Bakery for 75 years of business.

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

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

- A. Council will be requested to approve the City Council Minutes of May 20, 2013.
- B. Bills totaling \$549,083.53 for the period ending June 2, 2013 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve the South Street sidewalk improvement project in the amount of \$29,080.
- D. Council will be asked to approve \$33,708 of additional patching work for the Cape Seal Project.

- E. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
- 1) Zoning Board of Appeals: Minutes, February 25, 2013.
  - 2) South Haven Memorial Library Board:
    - a. Minutes, March 12, 2013.
    - b. Minutes, April 9, 2013
  - 3) Harbor Commission:
    - a. Minutes, March 16, 2013.
    - b. Workshop Minutes, March 16, 2013.
  - 4) Liberty Hyde Bailey Museum Board: Minutes, April 16, 2013.

A Roll Call Vote was taken:

Yeas: Arnold, Gruber, Klavins, Kozlik Wall, Patterson, Burr

Nays: None

Motion carried

### UNFINISHED BUSINESS

7. **City Council will be asked to consider the following items regarding the Fiscal Year 2013/2014 Budget:**
- A. **Resolution 2013-29: A Resolution adopting the 2013/2014 Fiscal Year Budget for Component Unit Funds of the City of South Haven, Michigan.**
  - B. **Resolution 2013-30: A Resolution adopting the 2013/2014 Fiscal Year Budget for Enterprise and Internal Service Funds of the City of South Haven, Michigan.**
  - C. **Resolution 2013-31: A Resolution adopting the 2013/2014 Fiscal Year Budget for General, Special Revenue, Debt Service, Capital Projects, and Fiduciary Funds of the City of South Haven, Michigan.**
  - D. **Resolution 2013-32: A Resolution setting the 2013 Property Tax Millage.**

*Background Information:* The budget process begins in earnest in January with department heads preparing budget concerns and requests for the City Manager's review. The Finance Department compiles and reviews these requests. As staff works through the various budget projections, a series of reports are distributed for the City Council's review. This year workshop sessions were held by the City Council to make sure the budget is reflecting the adopted policy priorities of City Council.

The manager's proposed budget for 2013-14 is complete and is now presented to the City Council for consideration. It is available for the public to review, and can be downloaded from the city's website at <http://www.south-haven.com/> or can be obtained in print form at City Hall.

The City Charter requires a public hearing on the proposed budget, which was conducted at the May 20<sup>th</sup> regular meeting of the City Council. The City Charter requires adoption of a budget to occur at the first council meeting in June. For tonight's meeting, the City Council is requested to adopt the attached budget document for the Fiscal Year 2013-14.

**Item A: Resolution 2013-29: A Resolution adopting the 2013/2014 Fiscal Year Budget for Component Unit Funds of the City of South Haven, Michigan.**

Moved by Kozlik Wall, seconded by Patterson to approve Resolution 2013-29: A Resolution adopting the 2013/2014 Fiscal Year Budget for Component Unit Funds of the City of South Haven, Michigan.

Voted Yes: All. Motion Carried.

**Item B: Resolution 2013-30: A Resolution adopting the 2013/2014 Fiscal Year Budget for Enterprise and Internal Service Funds of the City of South Haven, Michigan.**

Moved by Kozlik Wall, seconded by Patterson to approve Resolution 2013-30: A Resolution adopting the 2013/2014 Fiscal Year Budget for Enterprise and Internal Service Funds of the City of South Haven, Michigan.

Voted Yes: All. Motion Carried.

**Item C: Resolution 2013-31: A Resolution adopting the 2013/2014 Fiscal Year Budget for General, Special Revenue, Debt Service, Capital Projects, and Fiduciary Funds of the City of South Haven, Michigan.**

Moved by Patterson, seconded by Klavins to approve Resolution 2013-31: A Resolution adopting the 2013/2014 Fiscal Year Budget for General, Special Revenue, Debt Service, Capital Projects, and Fiduciary Funds of the City of South Haven, Michigan.

Voted Yes: All. Motion Carried.

**Item D: Resolution 2013-32: A Resolution setting the 2013 Property Tax Millage.**

Moved by Patterson, seconded by Klavins to approve Resolution 2013-32: A Resolution setting the 2013 Property Tax Millage.

Voted Yes: All. Motion Carried.

**NEW BUSINESS**

**8. City Council will be asked to consider introduction of an ordinance to amend rates for the City of South Haven Utilities.**

*Background Information:* During this year's rate setting process, the Board of Public Utilities (BPU) approved an increase of 2% for the various components of the sewer utility rate. There were no increases proposed for the water or electric rates for the upcoming fiscal year. The average utility customer will see an increase in their monthly utility bill of less than \$1.00.

Regarding the Electric rates, as discussed in last year's rate setting meeting, our contract with American Electric Power (AEP) provides us with competitive pricing per kilowatt hour. However, the contract cannot prevent market forces from impacting the overall cost of power. Over the past several years the City has observed increases in the cost of purchased power from AEP. Staff is pleased to report that although the City was assessed \$192,833 during the annual rate adjustment for 2012, the charges will be offset by a portion of the credit balance on account with AEP from the previous year. Because of prior year rebate and a slight change in the cost of power, staff and the BPU have recommended no increase in electric rates for the upcoming fiscal year.

Please note that our cost of power is still quite reasonable, when compared to other communities. Staff has prepared a description of how South Haven's utility costs compare to others in the area. Our residential service is over 26% lower than Consumer's Energy.

Moved by Patterson, seconded by Gruber to introduction of an ordinance to amend rates for the City of South Haven Utilities.

Voted Yes: All. Motion carried.

- 9. City Council will be asked to consider the following Special Events:**  
**A. Special Event 2013-20: Blueberry Festival (August 8-11, 2013).**  
**B. Special Event 2013-12 Amendment: Waterfront Film Festival.**

**Item A: Special Event 2013-20: Blueberry Festival (August 8-11, 2013).**

*Background Information:* The special event application for the Blueberry Festival has been processed and is ready for City Council's approval. This years Blueberry Festival is scheduled for August 8 -11, 2013. The application appears to be in order and consistent with past applications, with an additional request to keep Water St. closed through Sunday evening for the tractor pull and a Sunday afternoon/evening concert. Streets to be closed are identified on the application. Blueberry Festivals insurance, naming the City of South Haven as "additionally insured" expires at the end of July and the new proof of insurance certificate will be provided to the city when the current insurance policy expires.

Moved by Patterson to approve 2013-20: Blueberry Festival (August 8-11, 2013). Seconded by Arnold.

Voted Yes: All. Motion carried.

**Item B: Special Event 2013-12 Amendment: Waterfront Film Festival.**

*Background Information:* The Waterfront Film Festival is requesting to make an amendment to their special event. The event will kick off on Thursday, June 13<sup>th</sup> at South Beach with an outdoor film. They are now requesting that in case of inclement weather, to move the event from South Beach to the Huron St. Pavilion/ Parking Lot.

Just as with South beach they would close off the parking lot on Thursday morning for set up with the event beginning at 6:00 pm. Clean-up will occur that night following the event. City staff will work with the festival to fence off and barricade this area. The event will continue throughout the weekend at indoor venues at the following locations; Michigan Theater, Foundry Hall, South Haven High School Audio Visual Room and the Listiak Auditorium.

The event has requested a temporary liquor license for this location just like they did for South Beach. An application has been received by the City. Should City Council approve the event, they will be approving the request for the liquor license contingent upon meeting all the stipulations of the Special Event alcohol policy and approval by the Chief of Police and Liquor Control Commission.

Moved by Gruber to approve Special Event 2013-12 Amendment: Waterfront Film Festival. Seconded by Patterson.

Voted Yes: All. Motion carried.

**10. City Council will be asked to consider Resolution 2013-33: Declaration of intent to make public improvements; tentative designation of special assessment district; notice of public hearing for the Kalamazoo Street Reconstruction Phase 2 Project.**

*Background Information:* Within the last several years, the City of South Haven has experienced a number of sanitary sewer overflow events in the residential area located west of Monroe Boulevard near Lovejoy Avenue. In response to these events, a series of construction projects have been planned in an effort to increase the capacity of the sewer system in this area and substantially reduce the risk of such overflows reoccurring. Once completed, these projects will include a new larger and deeper gravity sewer in Kalamazoo Street from Clinton to Lovejoy, new gravity sewer and forcemain under portions of Monroe Boulevard and Lovejoy, and a new Indian Grove lift station. These projects must begin at Clinton Street and continue upstream toward Lovejoy. The first phase of these projects is now completed and the second phase, now ready for construction, is described in further detail below.

Phase 2 Project Scope

This project will be a complete reconstruction of Kalamazoo Street from Lyon Street to Elkenburg Street. The work on Kalamazoo Street will include all new sanitary sewer, storm sewer, watermain, curb & gutter, driveway approaches, and asphalt pavement. The existing sidewalks will remain, but broken or uneven pieces will be replaced. The existing sidewalks will also be upgraded with new ADA compliant curb ramps at each crosswalk.

Phase 2 Project Budget and Special Assessments

This project was planned in the upcoming FY2014 budget. With design work now completed and bids in hand, the cost estimate has been refined with a summary provided below:

	Budget Amount	Total Project Cost
Water Fund	\$272,000	\$229,033
Sewer Fund	\$192,000	\$148,150
<u>Street Fund</u>	<u>\$488,000</u>	<u>\$554,401</u>
Total	\$952,000	\$925,584

We have prepared the necessary documents for the City Council to approve special assessments in keeping with similar past projects. The most recent similar projects have been Kalamazoo Street Phase1 in 2012, South Haven Place in 2009 and Superior Street in 2008. Each of these projects was funded in part through special assessments in the amount of 25% of the water and sewer cost. Based on that practice, the special assessments for this project would be \$2,313.15 for water plus \$1,320.48 for sewer, or a total of \$3,633.63 for most<sup>(1)</sup> properties.

Schedule

This project is scheduled for construction from July 9 through October 18, 2013, pending the necessary City Council approvals.

Moved by Patterson to approve Resolution 2013-33: Declaration of intent to make public improvements; tentative designation of special assessment district; notice of public hearing for the Kalamazoo Street Reconstruction Phase 2 Project. Seconded by Klavins.

Voted Yes: All. Motion carried.

**11. City Council will be asked to consider approving a proposal for professional services from Abonmarche for Elkenburg Park Phase II.**

*Background Information:* It appears that there will be additional funds available in the Elkenburg Park grant funded project. The total project amount in the grant agreement is \$339,800. The current costs of the project are estimated to be \$253,000. This leaves \$86,800 unallocated grant funding.

I have asked Abonmarche to provide a proposal for cost estimates for a number of additional improvements to Elkenburg Park. The additional improvements were identified by the Elkenburg Park Redevelopment Committee. The proposal amount is \$13,400. This would leave about \$73,400 for Phase II improvements. Staff will recommend a package of improvements to Parks Commission which meet the available budget, after consulting with the Elkenburg Redevelopment Committee.

The proposal includes presenting the cost estimates and options to the Parks Commission on July 9.

The Parks Commission will review the remaining budget for the project and cost estimates for the additional items. The Commission will be asked to recommend items to be added to Phase II of the Elkenburg Park project.

Upon recommendation by the Parks Commission, City Council could then approve the additional items as part of the grant project.

The Abonmarche proposal includes communication with MDNR regarding adding the items as grant funded project improvements. It also includes bid services for Phase II.

Moved by Patterson to approve a proposal for professional services from Abonmarche for Elkenburg Park Phase II. Seconded by Arnold.

Voted Yes: All. Motion carried.

**12. City Council will be asked to ratify the Supervisory and Non-Supervisory union contracts for the members of the South Haven Police Department.**

*Background Information:* The City Council will be asked to consider authorizing the approval of union contracts with the Supervisory and Non-Supervisory units of the South Haven Police Department. The overall percentage increase for the agreement is estimated to be 8.49% over the life of the contract, or an average of 2.12% per year for each year of the agreement.

The Supervisory and Non-Supervisory units, both units are members of the Police Officers Labor Council (POLC), have ratified their union contracts. The current agreements will expire on June 30, 2013. Provisions regarding hospitalization insurance, pension, and percent pay increase are the same for both contracts. Highlights of the contracts are:

- The term of the contracts will be four (4) years. The current contracts are three year agreements.
- A provision was added to both contracts for a cost share for health insurance that complies with P.A. 152. Employees will pay the lesser of the amount above the State of

Michigan's established public employer hard cap or twenty percent (20%) of the cost of health insurance. Employees currently pay 15% of the cost of their health insurance.

- Members of the POLC bargaining units will be offered the health insurance plans available to other city employees and two additional insurance plans through COPS Trust. The plans offered through COPS Trust will include a high deductible plan with maximum out of pocket costs of \$2,300 for single and \$4,600 for two-person and family with an employee funded health savings account (HSA) and a 90/10 PPO plan with lower out of pocket costs. The costs of the two COPS Trust plans are comparable to plans currently under consideration by the City to be offered to non-bargaining unit and TPOAM unit employees. COPS Trust eligibility rules restrict eligibility to POLC union groups.
- A health care savings program (HCSP) will be offered to POLC bargaining unit members. The plan will be funded entirely by employee contributions.
- Pay rate increases are: 2.75% on July 1, 2013; 3.25% on July 1, 2014; 3.5% on July 1, 2015 and 3.5% on July 1, 2016.
- Members of both union groups will also contribute more to their MERS pension. Both units currently contribute three percent (3%) of their gross wages to their MERS pension fund. Employee contributions will increase one-half percent (.5%) per year for each year of the agreement, up to five percent (5%) for the last year of the agreement.

The POLC non-supervisory unit includes fourteen sworn full-time police officers and one full-time operations center operator. The overall percentage increase for the agreement is estimated to be 8.49% over the life of the contract, or an average of 2.12% per year for each year of the agreement. Increases to base wages of 13.65% over the life of the contract are partially offset by lower employer contributions to pension and health insurance. The contract has a total value of \$1,244,666 for the Supervisory unit, over the four year term. The contract has a total value of \$4,269,156 for the Non-Supervisory unit, over the four year term.

Some cost increases are due to factors outside of the settlement agreement. Merit bonuses are expected to increase by about \$6,808 over the life of the contract as recently hired employees reach their three year anniversary and become eligible for the bonus. Anticipated increases for dental, life and disability insurance have also been included.

The POLC supervisory unit includes four sergeants. The overall percentage increase for the agreement is estimated to be 10.39% over the life of the contract, or an average of 2.60% per year for each year of the agreement. Increases to base wages of 13.65% over the life of the contract are partially offset by lower employer contributions to pension and health insurance. The impact of the change to health insurance cost share is less with the supervisory unit because three of the four members currently opt out of the City group insurance.

The primary goals of the City during the bargaining process were to insert language which required health insurance cost share to comply with P.A. 152 and to increase the employee contributions to pension. Both goals were met. As a result, staff recommends the City Council approve the agreements with the POLC, and authorize staff to finalize the contracts.

Moved by Kozlik Wall to ratify the Supervisory and Non-Supervisory union contracts for the members of the South Haven Police Department. Seconded by Arnold.

Voted Yes: All. Motion carried.

**13. 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.)*

None at this time.

**14. City Manager's Comments**

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

- Klavins: Thank you to the Braschlers and the Golden Brown Bakery.  
Arnold: Thanks to team Thunder and Lightning Car Club for great Festival of Cars event. Congratulations to Class of 2013.  
Patterson: Thanked the members of City Staff for work on Elkenburg Park Phase 1 project. Waterfront Film Festival is June 13-16<sup>th</sup>.  
Gruber: Congratulations to the graduates.  
Kozlik Wall: Thank you from the merchants for moving the Festival of Cars. Reminder that school is out on Friday.  
Burr: Thank you for local support for children film festival during the Waterfront Film Festival. Tickets for the film festival will be available online beginning June 4<sup>th</sup>.

**16. Adjourn**

Moved by Patterson to adjourn. Seconded by Klavins.

Voted Yes: All. Motion carried. Meeting adjourned at 7:37 p.m.

RESPECTFULLY SUBMITTED,



Amanda Morgan, CMC  
City Clerk

Approved by City Council: **DRAFT**

**CITY OF SOUTH HAVEN  
JUNE 17, 2013**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 11,133.04	\$ 51,166.15	\$ 62,299.19
202-MAJOR STREET FUND	\$ -		\$ -
203-LOCAL STREET FUND	\$ -	\$ 1,650.00	\$ 1,650.00
204-STREET FUND	\$ -	\$ 4,385.11	\$ 4,385.11
226-GARBAGE/REFUSE FUND	\$ -		\$ -
250-DOWNTOWN DEVELOPMENT	\$ 168.87	\$ 52,935.63	\$ 53,104.50
251-LDFA #1	\$ -	\$ 11,090.00	\$ 11,090.00
253-LDFA #3	\$ -		\$ -
260-BROWNFIELD AUTHORITY	\$ -		\$ -
265-NARCOTICS UNIT	\$ 110.71	\$ 88.45	\$ 199.16
266-POLICE TRAINING	\$ -	\$ 50.00	\$ 50.00
296-RIVER MAINTENANCE	\$ -		\$ -
371-CAPITAL BOND DEBT SERV	\$ -		\$ -
372-WATER PLANT FUND	\$ -		\$ -
395-DDA DEBT SERVICE	\$ 137.50		\$ 137.50
401-CAPITAL PROJECTS	\$ -	\$ 7,328.56	\$ 7,328.56
402-CAPITAL PROJECTS #2	\$ -	\$ 46,753.58	\$ 46,753.58
545-BLACK RIVER PARK	\$ -		\$ -
577-BEACH FUND	\$ -	\$ 1,750.36	\$ 1,750.36
582-ELECTRIC FUND	\$ 1,762.14	\$ 27,012.61	\$ 28,774.75
591-WATER FUND	\$ 31,907.87	\$ 28,002.78	\$ 59,910.65
592-SEWER FUND	\$ 44,175.22	\$ 27,641.95	\$ 71,817.17
594-MUNICIPAL MARINA	\$ 6,441.99	\$ 220,323.14	\$ 226,765.13
636-INFORMATION SERVICES	\$ 634.08	\$ 3,423.77	\$ 4,057.85
661-MOTOR POOL	\$ -	\$ 215,065.82	\$ 215,065.82
677-SELF INSURANCE	\$ -		\$ -
703-TAX FUND	\$ -		\$ -
718-TRUST & AGENCY	\$ 2,164.46		\$ 2,164.46
750-EMPLOYEE WITHHOLDING	\$ -		\$ -
<b>TOTAL</b>	<b>\$ 98,635.88</b>	<b>\$ 698,667.91</b>	<b>\$ 797,303.79</b>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
05/30/2013	1	44613	000468	CITY OF SOUTH HAVEN-PETTY CASH	265.08
05/30/2013	1	44614	000498	COMCAST	254.70
05/30/2013	1	44615	000597	DEBRA DAVIDSON	69.98
05/30/2013	1	44616	UB REFUND	DEPARTMENT OF HUMAN SERVICES	30.60
05/30/2013	1	44617	UB REFUND	DEWITT, MARY L	5.40
05/30/2013	1	44618	000777	FIFTH THIRD BANK	3,919.02
05/30/2013	1	44619	003045	KIM HASTY	25.18
05/30/2013	1	44620	003070	WENDY HOCHSTEDLER	138.54
05/30/2013	1	44621	003162	CORY JACOBS	123.47
05/30/2013	1	44622	003056	MICHAEL LEDGER	110.71
05/30/2013	1	44623	UB REFUND	SO HAVEN MOBILE HOME PARK	80.36
05/30/2013	1	44624	002619	THREE RIVERS GERMAN BAND	300.00
05/30/2013	1	44625	003076	KEVIN WILDEY	21.00
06/03/2013	1	44626	MISC	MAMC	125.00
06/04/2013	1	44627	000225	BEACHTOWN CREATIVE INC	3,333.34
06/07/2013	1	44628	003126	8TH DISTRICT COURT	100.00
06/07/2013	1	44629	003048	TODD BLOOMSTINE	78.80
06/07/2013	1	44630	MISC	COURTYARD MARRIOTT	143.87
06/07/2013	1	44631	UB REFUND	DEPARTMENT OF HUMAN SERVICES	19.09
06/07/2013	1	44632	000994	HAPA LLC	6,441.99
06/07/2013	1	44633	MISC	LARRY HALBERSTADT	19.49
06/07/2013	1	44634	UB REFUND	MADARICK, ROBERT D	81.29
06/07/2013	1	44635	UB REFUND	ROHLOFF, BILL W	234.10
06/07/2013	1	44636	003047	ERIC SMITH	76.27
06/07/2013	1	44637	UB REFUND	TAYLOR, ESSIE	45.90
06/07/2013	1	44638	UB REFUND	TUTTLE, RYAN S	206.28
06/07/2013	1	44639	002726	US BANK	137.50
06/07/2013	1	44640	UB REFUND	WAY, ADAM L	76.12
06/07/2013	1	44641	UB REFUND	WEAVER, LINDA	143.58
06/07/2013	1	44642	UB REFUND	WOOD, LINDA M	152.87
06/07/2013	1	44643	002424	SOUTH HAVEN/CASCO	75,520.14
06/07/2013	1	44644	003155	RACHAEL SANKOFSKI	50.68 V
06/06/2013	1	44645	003155	RACHAEL SANKOFSKI	50.68 V
06/06/2013	1	44646	003085	WATERFRONT FILM FESTIVAL	1,500.00 V
06/07/2013	1	44647	003155	RACHAEL SANKOFSKI	50.68
06/07/2013	1	44648	003085	WATERFRONT FILM FESTIVAL	1,500.00
06/07/2013	1	44649	MISC	LANNA MOORE	515.53
06/10/2013	1	44650	002496	STATE OF MICHIGAN	600.00
06/11/2013	1	44651	000339	BROUSSEAU APPRAISAL SERVICES I	3,690.00

1 TOTALS:

Total of 39 Checks:	100,237.24
Less 3 Void Checks:	1,601.36
Total of 36 Disbursements:	<u>98,635.88</u>

User: ksteinman

DB: South Haven

INVOICE DUE DATES 06/18/2013 - 06/18/2013

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
106756							
32311	ABONMARCHE CONSULTANTS INC FINAL DRAFT OF REPORT COMPLETE 101-804-802-000	05/24/2013 ksteinman	06/18/2013	500.00	0.00	P	Y 06/07/2013
		OTHER CONTRACTUAL SERVICES		500.00			
1							
32412	ABONMARCHE CONSULTANTS INC WILLIAMS STREET DUMPSTER 250-729-974-018	05/16/2013 ksteinman	06/18/2013	1,250.00	0.00	P	Y 06/11/2013
		CAPITAL PROJECTS		1,250.00			
4159							
32419	ABONMARCHE CONSULTANTS INC ENGINEERING AND CAD ASSISTANCE 250-729-974-018-0150	06/06/2013 ksteinman	06/18/2013	7,500.00	0.00	P	Y 06/11/2013
		CAPITAL PROJECTS		7,500.00			
1903							
32421	ACCURATE STRIPING MISC STRIPING 101-446-802-000	06/11/2013 ksteinman	06/18/2013	2,074.33	0.00	P	Y 06/11/2013
		OTHER CONTRACTUAL SERVICES		2,074.33			
3018023377							
32310	AMERIGAS PROPANE LP PROPANT 661-450-748-000	06/06/2013 ksteinman	06/18/2013	390.48	0.00	P	Y 06/06/2013
		MOTOR FUEL & LUBRICANTS		390.48			
233-767887							
32308	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-000	06/06/2013 ksteinman	06/18/2013	11.67	0.00	P	Y 06/06/2013
		OPERATING SUPPLIES		11.67			
MULTIPLY							
32309	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003 661-450-742-000 661-450-741-003 661-450-741-000 661-450-741-000	06/06/2013 ksteinman	06/18/2013	632.31	0.00	P	Y 06/06/2013
		REPAIR & MAINT SUPPLIES		297.38			
		SMALL TOOLS		36.59			
		REPAIR & MAINT SUPPLIES		214.49			
		OPERATING SUPPLIES		41.47			
		OPERATING SUPPLIES		42.38			
233-768302							
32399	AUTOWARES INC BEACH CLEANER 661-450-741-000	06/07/2013 ksteinman	06/18/2013	1.59	0.00	P	Y 06/10/2013
		OPERATING SUPPLIES		1.59			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
233-768629 32448	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	06/10/2013 ksteinman	06/18/2013	33.99 33.99	0.00	P	Y 06/12/2013
860465 32313	B & R MOBILE HOMES INC ANCHORS NT 401-301-980-000-0145	05/10/2013 ksteinman	06/18/2013	828.56 828.56	0.00	P	Y 06/07/2013
11270 32410	BENTON HARBOR TENT & AWNING AWNING RECOVER 250-729-880-000	06/10/2013 ksteinman	06/18/2013	2,464.27 2,464.27	0.00	P	Y 06/10/2013
13740, 13726 32312	BLUE STAR GLASS INC 20 # FILL UP, 33.5 LP TANK 1/2 LP 101-446-741-000 582-558-741-000	05/21/2013 ksteinman	06/18/2013	55.35 17.92 37.43	0.00	P	Y 06/07/2013
39043 32336	BRONSINK & BOS EQUIPMENT MOWERS KUBE ZG222-48 661-450-981-000	06/03/2013 ksteinman	06/18/2013	14,400.00 14,400.00	0.00	P	Y 06/07/2013
39194 32447	BRONSINK & BOS EQUIPMENT ASSY PIN, FRONT 101-751-941-000	06/06/2013 ksteinman	06/18/2013	40.62 40.62	0.00	P	Y 06/11/2013
24494 32404	BRUCE'S TRUCK & AUTO RHINO HYBRED BED LINING/SHELVING U 661-450-935-000	06/04/2013 ksteinman	06/18/2013	700.00 700.00	0.00	P	Y 06/10/2013
4152 32397	BUSSCHER CONSTRUCTION REFUND CUSTOMER DEPOSIT 101-002-255-000	06/07/2013 ksteinman	06/18/2013	300.00 300.00	0.00	P	Y 06/10/2013

User: ksteinman

DB: South Haven

INVOICE DUE DATES 06/18/2013 - 06/18/2013

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	Jrnalized Post Date
PROJECT 000614004000							
32315	C.C. JOHNSON & MALHOTRA PC MERCURY MINIMIZATION PROGRAM 592-559-801-000	05/29/2013 ksteinman	06/18/2013	317.14	0.00	P	Y 06/07/2013
		PROFESSIONAL/CONSULTING FEES		317.14			
APR 21-MAY 18							
32330	C.C. JOHNSON & MALHOTRA PC ENGINEERING SERVICES 592-560-801-000	05/29/2013 ksteinman	06/18/2013	634.29	0.00	P	Y 06/07/2013
		PROFESSIONAL/CONSULTING FEES		634.29			
J25889							
32338	CANNON TRUCK EQUIPMENT AERIAL LIFT TRUCK PER BID PACKAGE 661-450-981-000	06/05/2013 ksteinman	06/18/2013	192,652.00	0.00	P	Y 06/07/2013
		AERIAL LIFT TRUCK		192,652.00			
01-108705							
32317	CARLETON EQUIPMENT COMPANY TOOL CAT SUPPLIES 661-450-741-003	05/28/2013 ksteinman	06/18/2013	97.39	0.00	P	Y 06/07/2013
		REPAIR & MAINT SUPPLIES		97.39			
253055							
32339	CHIEF SUPPLY CORP TACLITE PRO SHIRT 101-301-729-000	05/28/2013 ksteinman	06/18/2013	75.98	0.00	P	Y 06/07/2013
		UNIFORMS		75.98			
252295							
32340	CHIEF SUPPLY CORP AEROSOL FIRST DEFENSE 101-301-729-000	05/24/2013 ksteinman	06/18/2013	48.55	0.00	P	Y 06/07/2013
		UNIFORMS		48.55			
031305							
32316	COMPTON INC CONCRETE REPAIR ON KALAMAZOO ST 204-446-802-000	03/29/2013 ksteinman	06/18/2013	320.00	0.00	P	Y 06/07/2013
		OTHER CONTRACTUAL SERVICES		320.00			
060513-01							
32314	CONSTRUCTION ASSOCIATES INC BUILDING INSPECTIONS 101-371-802-020	06/05/2013 ksteinman	06/18/2013	1,367.10	0.00	P	Y 06/07/2013
		BUILDING INSPECTIONS		1,367.10			
201220-03							
32348	CORNELISSE DESIGN ASSOC INC ADDITIONAL SERVICES 250-729-974-018	05/31/2013 ksteinman	06/18/2013	767.95	0.00	P	Y 06/10/2013
		CAPITAL PROJECTS		767.95			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
201220-03 CD							
32370	CORNELISSE DESIGN ASSOC INC PHOENIX ST DIG IMPROVEMENTS 250-729-974-018	05/31/2013 ksteinman CAPITAL PROJECTS	06/18/2013	7,500.00  7,500.00	0.00	P	Y 06/10/2013
39467							
32369	CULBY'S LANDSCAPING SUPPLIES LLC CELERY POND STREAM 101-751-802-000	05/14/2013 ksteinman LIMESTONE SLABS	06/18/2013	3,638.75  3,638.75	0.00	P	Y 06/10/2013
XJ5C9D149							
32424	DELL MARKETING L P COMPUTER SUPPLIES 636-258-980-001	05/30/2013 ksteinman COMPUTER HARDWARE	06/18/2013	253.47  253.47	0.00	P	Y 06/11/2013
XJ5C1RMP9							
32451	DELL MARKETING L P SUPPLIES 636-258-980-001	05/30/2013 ksteinman COMPUTER HARDWARE	06/18/2013	1,122.90  1,122.90	0.00	P	Y 06/12/2013
64085							
32344	D A DODD, INC LABOR TO CLEAN SLUDGE HEAT EXCHANG 592-559-933-000	05/30/2013 ksteinman REPAIRS/MAINTENANCE - EQUIP	06/18/2013	1,204.45  1,204.45	0.00	P	Y 06/10/2013
MULTIPLE							
32436	DOMESTIC LINEN-KALAMAZOO RENTALS 101-276-802-000 582-558-802-000 101-265-802-000 661-450-802-000 101-751-802-000 592-558-802-000 101-446-802-000 591-558-802-000	05/01/2013 ksteinman OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES	06/18/2013	320.54  9.70 18.46 102.21 20.33 71.90 24.72 48.50 24.72	0.00	P	Y 06/11/2013

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
MULTIPLE							
32437	DOMESTIC LINEN-KALAMAZOO RENTALS	05/08/2013 ksteinman	06/18/2013	310.06	0.00	P	Y 06/11/2013
	101-276-802-000	OTHER CONTRACTUAL SERVICES		9.70			
	582-558-802-000	OTHER CONTRACTUAL SERVICES		8.76			
	101-265-802-000	OTHER CONTRACTUAL SERVICES		101.43			
	661-450-802-000	OTHER CONTRACTUAL SERVICES		20.33			
	101-751-802-000	OTHER CONTRACTUAL SERVICES		71.90			
	592-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
	101-446-802-000	OTHER CONTRACTUAL SERVICES		48.50			
	591-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
MULTIPLE							
32438	DOMESTIC LINEN-KALAMAZOO RENTALS	05/15/2013 ksteinman	06/18/2013	463.11	0.00	P	Y 06/11/2013
	101-276-802-000	OTHER CONTRACTUAL SERVICES		9.70			
	582-558-802-000	OTHER CONTRACTUAL SERVICES		120.91			
	101-265-802-000	OTHER CONTRACTUAL SERVICES		102.33			
	661-450-802-000	OTHER CONTRACTUAL SERVICES		20.33			
	101-751-802-000	OTHER CONTRACTUAL SERVICES		71.90			
	592-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
	101-446-802-000	OTHER CONTRACTUAL SERVICES		88.50			
	591-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
MULTIPLE							
32439	DOMESTIC LINEN-KALAMAZOO RENTALS	05/22/2013 ksteinman	06/18/2013	321.57	0.00	P	Y 06/11/2013
	101-276-802-000	OTHER CONTRACTUAL SERVICES		9.70			
	582-558-802-000	OTHER CONTRACTUAL SERVICES		19.91			
	101-265-802-000	OTHER CONTRACTUAL SERVICES		101.79			
	661-450-802-000	OTHER CONTRACTUAL SERVICES		20.33			
	101-751-802-000	OTHER CONTRACTUAL SERVICES		71.90			
	592-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
	101-446-802-000	OTHER CONTRACTUAL SERVICES		48.50			
	591-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
MULTIPLE							
32440	DOMESTIC LINEN-KALAMAZOO RENTALS	05/29/2013 ksteinman	06/18/2013	326.57	0.00	P	Y 06/11/2013
	101-276-802-000	OTHER CONTRACTUAL SERVICES		9.70			
	582-558-802-000	OTHER CONTRACTUAL SERVICES		19.91			
	101-265-802-000	OTHER CONTRACTUAL SERVICES		101.79			
	661-450-802-000	OTHER CONTRACTUAL SERVICES		20.33			
	101-751-802-000	OTHER CONTRACTUAL SERVICES		71.90			
	592-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
	101-446-802-000	OTHER CONTRACTUAL SERVICES		53.50			
	591-558-802-000	OTHER CONTRACTUAL SERVICES		24.72			
MULTIPLE							
32441	DOMESTIC LINEN-KALAMAZOO RENTALS	05/31/2013 ksteinman	06/18/2013	469.05	0.00	P	Y 06/11/2013
	591-559-802-000	OTHER CONTRACTUAL SERVICES		469.05			
MULTIPLE							
32443	DOMESTIC LINEN-KALAMAZOO RENTALS	05/31/2013 ksteinman	06/18/2013	415.55	0.00	P	Y 06/11/2013
	101-265-802-000	OTHER CONTRACTUAL SERVICES		415.55			
20679663							
32318	DYNA SYSTEMS MISC SUPPLIES	05/14/2013 ksteinman	06/18/2013	280.24	0.00	P	Y 06/07/2013
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		280.24			
111839							
32345	EARTHSPIRITS.NET BIKE LIGHT WITH TAILLIGHT	05/29/2013 ksteinman	06/18/2013	1,196.00	0.00	P	Y 06/10/2013
	101-301-933-000	REPAIRS/MAINTENANCE - EQUIP		1,196.00			
114717							
32319	ELECSYS INTERNATIONAL CORP JULY MONTHLY MAINTENANCE	05/28/2013 ksteinman	06/18/2013	267.00	0.00	P	Y 06/07/2013
	591-558-802-000	OTHER CONTRACTUAL SERVICES		40.05			
	592-558-802-000	OTHER CONTRACTUAL SERVICES		40.05			
	582-558-802-000	OTHER CONTRACTUAL SERVICES		186.90			
849468							
32420	ELECTION SYSTEMS & SOFTWARE MAINTENANCE FOR AUTOMARK	05/31/2013 ksteinman	06/18/2013	61.06	0.00	P	Y 06/11/2013
	101-191-802-000	OTHER CONTRACTUAL SERVICES		61.06			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
28677 32433	ENVIROLOGIC BOHL PLANT ENVIRONMENTAL 251-901-801-000	02/11/2013 ksteinman	06/18/2013	380.00	0.00	P	Y 06/11/2013
		PROFESSIONAL/CONSULTING FEES		380.00			
P25834 32324	FILLMORE EQUIPMENT INC ANTENNA/FREIGHT/LATE FEE 661-450-741-000	04/11/2013 ksteinman	06/18/2013	39.18	0.00	P	Y 06/07/2013
		OPERATING SUPPLIES		39.18			
14591 32346	FLAMETAMER FIRE PROTECTION 5# ABC RECHARGE 101-301-933-000	05/30/2013 ksteinman	06/18/2013	35.50	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - EQUIP		35.50			
053113 32423	FUEL MANAGEMENT SYSTEM FUEL	05/31/2013 ksteinman	06/18/2013	9,031.07	0.00	P	Y 06/11/2013
	101-301-748-000	MOTOR FUEL		2,910.01			
	101-728-748-000	MOTOR FUEL		96.83			
	101-371-748-000	MOTOR FUEL		64.01			
	582-558-748-000	MOTOR FUEL		971.11			
	101-751-748-000	MOTOR FUEL		939.55			
	101-276-748-000	MOTOR FUEL		967.14			
	582-558-748-000	MOTOR FUEL		118.74			
	591-558-748-000	MOTOR FUEL		33.40			
	592-558-748-000	MOTOR FUEL		33.40			
	591-559-748-000	MOTOR FUEL		98.55			
	591-558-748-000	MOTOR FUEL		439.14			
	592-558-748-000	MOTOR FUEL		439.13			
	592-559-748-000	MOTOR FUEL		535.84			
	204-447-748-000	MOTOR FUEL		71.36			
	591-558-748-000	MOTOR FUEL		23.78			
	592-558-748-000	MOTOR FUEL		23.78			
	661-450-748-000	MOTOR FUEL & LUBRICANTS		1,196.97			
	101-276-748-000	MOTOR FUEL		68.33			
1019560723 32327	GEMPLER'S RAIN JACKETS/BL JCKT 591-558-741-000	05/29/2013 ksteinman	06/18/2013	354.00	0.00	P	Y 06/07/2013
	592-558-729-001	OPERATING SUPPLIES		177.00			
		OTHER CLOTHING & SUPPLIES		177.00			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
630460 32328	GOLDEN BROWN BAKERY INC CAKE 101-172-860-000	05/30/2013 ksteinman	06/18/2013	48.00	0.00	P	Y 06/07/2013
		TRAVEL/CONFERENCES/TRAINING		48.00			
2 32325	GREAT LAKES SPECIALTY DIVING I INTAKE CLEANING AND INSPECTION 591-559-802-000	05/20/2013 ksteinman	06/18/2013	3,400.00	0.00	P	Y 06/07/2013
		OTHER CONTRACTUAL SERVICES		3,400.00			
8320205 & 8307533 32320	HACH COMPANY LAB SUPPLIES 592-559-741-000 592-559-741-000	05/21/2013 ksteinman	06/18/2013	315.63	0.00	P	Y 06/07/2013
		OPERATING SUPPLIES		124.39			
		OPERATING SUPPLIES		191.24			
2804.00X05 32418	HARDESTY & HANOVER, LLP ENGINEERING SERVICES DYCKMAN BRIDG 402-202-988-010	06/06/2013 ksteinman	06/18/2013	46,753.58	0.00	P	Y 06/11/2013
		MAJOR STREET UPGRADES		46,753.58			
JUNE 4 32343	HISTORICAL ASSOCIATION OF MAINTENANCE SOUTH PIEHEAD LIGHT 101-895-959-007	06/04/2013 ksteinman	06/18/2013	5,000.00	0.00	P	Y 06/07/2013
		SOUTH PIERHEAD LIGHTHOUSE		5,000.00			
S0085979 32347	HULL LIFT TRUCK INC BOB CAT BROOM 661-450-741-003	05/31/2013 ksteinman	06/18/2013	531.96	0.00	P	Y 06/10/2013
		REPAIR & MAINT SUPPLIES		531.96			
0029303-IN 32444	HYDRO DESIGNS INC CROSS CONNECTION CONTROL PROGRAM 591-559-802-000	05/31/2013 ksteinman	06/18/2013	995.00	0.00	P	Y 06/11/2013
		OTHER CONTRACTUAL SERVICES		995.00			
2937916938 32428	I-2000 INC INTERNET SERVICES 636-258-850-002	06/02/2013 ksteinman	06/18/2013	59.90	0.00	P	Y 06/11/2013
		INTERNET FEES		59.90			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
10037010							
32403	INTERSTATE ALL BATTERY CENTER BATTERIES 661-450-741-000	06/06/2013 ksteinman OPERATING SUPPLIES	06/18/2013	49.92 49.92	0.00	P	Y 06/10/2013
15584							
32329	J & L ORCHARD SUPPLY LLC CEMENT & PRIMER 582-558-741-000	05/16/2013 ksteinman OPERATING SUPPLIES	06/18/2013	438.00 438.00	0.00	P	Y 06/07/2013
060113							
32350	JIM & TONI'S DRYCLEANERS LAUNDRY SERVICE 101-301-801-021	06/01/2013 ksteinman LAUNDRY & DRYCLEANING	06/18/2013	402.25 402.25	0.00	P	Y 06/10/2013
R7217770							
32342	JOB TARGET 30 DAY ONLINE JOB POSTING 582-558-900-000	06/07/2013 ksteinman PRINTING/PUBLISHING	06/18/2013	199.00 199.00	0.00	P	Y 06/07/2013
10035829							
32331	JOHN'S STEREO INC NETGEAR N600 WIRELESS 592-559-727-000	06/03/2013 ksteinman OFFICE SUPPLIES	06/18/2013	89.99 89.99	0.00	P	Y 06/07/2013
SEE NOTES							
32332*	KENDALL ELECTRIC INC MISC SUPPLIES 582-558-741-000 582-558-741-000 582-558-741-000	05/23/2013 ksteinman OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	06/18/2013	537.28 46.14 537.28 (46.14)	0.00	P	Y 06/07/2013
879							
32427	KEYITEC INC POWER ANALYZER 582-558-977-000 582-558-977-000	06/11/2013 ksteinman PDA 1252-5A-A-60 SR 632 CLAMP ON CT, 1000/5A	06/18/2013	6,501.00 5,585.00 916.00	0.00	P	Y 06/11/2013
0701830							
32431	KIESLER'S POLICE SUPPLY INC FEDERAL TACTICAL 12 GA SLUG 101-301-741-001	02/27/2013 ksteinman JAIL OPERATION	06/18/2013	140.42 140.42	0.00	P	Y 06/11/2013

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

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2013 #12 32353	LAKE MICHIGAN MAILERS MAILING FEES C-378 101-265-855-000	06/06/2013 ksteinman	06/18/2013	10,000.00	0.00	P	Y 06/10/2013
	POSTAGE			10,000.00			
MULTIPLE 32422	LAKESHORE PAINT & ARTWORKS PAINT AND MISC SUPPLIES 101-446-741-000	06/11/2013 ksteinman	06/18/2013	1,077.67	0.00	P	Y 06/11/2013
	OPERATING SUPPLIES			702.75			
	OPERATING SUPPLIES			374.92			
CLIP27406 32333	LAWN BOYS INC WATER STREET PAVING PROJECT 250-729-974-018	04/29/2013 ksteinman	06/18/2013	132.79	0.00	P	Y 06/07/2013
	CAPITAL PROJECTS			132.79			
CLIP28093 32334	LAWN BOYS INC MOWING/TRIMMING/BLOWING AWAY 101-751-802-000	06/01/2013 ksteinman	06/18/2013	1,075.00	0.00	P	Y 06/07/2013
	OTHER CONTRACTUAL SERVICES			925.00			
	OTHER CONTRACTUAL SERVICES			150.00			
052313 32416	LITTLE OSCAR'S SCREEN PRINTS MISC SHIRTS 101-446-729-001	05/23/2013 ksteinman	06/18/2013	2,443.50	0.00	P	Y 06/11/2013
	OTHER CLOTHING & SUPPLIES			488.70			
	OTHER CLOTHING & SUPPLIES			488.70			
	OTHER CLOTHING & SUPPLIES			488.70			
	OTHER CLOTHING & SUPPLIES			488.70			
	OTHER CLOTHING & SUPPLIES			488.70			
2608 32452	MICHIGAN TOWNSHIP SERVICES ELECTRICAL INSPECTIONS 101-371-802-021	06/07/2013 ksteinman	06/18/2013	1,056.00	0.00	P	Y 06/12/2013
	ELECTRICAL INSPECTIONS			1,056.00			
40020745 32352	MISSION COMMUNICATIONS LLC ANNUAL SERVICE 592-569-802-000-0061	05/23/2013 ksteinman	06/18/2013	694.80	0.00	P	Y 06/10/2013
	OTHER CONTRACTUAL SERVICES			347.40			
	OTHER CONTRACTUAL SERVICES			347.40			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
82746 32355	NORTH SHORE PEST CONTROL INC PEST CONTROL 101-265-802-000	05/30/2013 ksteinman	06/18/2013	65.00	0.00	P	Y 06/10/2013
	OTHER CONTRACTUAL SERVICES			65.00			
737970 32356	OFFICE MAX INC SUPPLIES 101-301-727-000	05/17/2013 ksteinman	06/18/2013	582.89	0.00	P	Y 06/10/2013
	OFFICE SUPPLIES			582.89			
10648 32368	OLSON BROTHERS CONTRACTORS REPAIRS TO AERATION LINE 592-559-802-000 592-566-802-000 592-567-802-000	05/31/2013 ksteinman	06/18/2013	1,069.07	0.00	P	Y 06/10/2013
	OTHER CONTRACTUAL SERVICES			759.04			
	OTHER CONTRACTUAL SERVICES			217.02			
	OTHER CONTRACTUAL SERVICES			93.01			
10647 32413	OLSON BROTHERS CONTRACTORS LIFT STATION REPAIR 592-570-802-000-0057 592-570-802-000-0057	05/31/2013 ksteinman	06/18/2013	3,686.00	0.00	P	Y 06/11/2013
	ELKENBURG STREET LIFT STATION REPAIR			2,954.00			
	OTHER CONTRACTUAL SERVICES			732.00			
3958-6 32372	OMM ENGINEERING INC ENGINEERING SERVICES 591-002-255-002	05/29/2013 ksteinman	06/18/2013	8,594.00	0.00	P	Y 06/10/2013
	ENGINEERING SERVICES			8,594.00			
000544 32354	OSMAN'S GREENHOUSE FLOWERS 101-751-741-000	05/29/2013 ksteinman	06/18/2013	352.60	0.00	P	Y 06/10/2013
	OPERATING SUPPLIES			352.60			
000471 32367	OSMAN'S GREENHOUSE MISC FLOWERS AND POTS 101-751-741-000	05/30/2013 ksteinman	06/18/2013	1,070.25	0.00	P	Y 06/10/2013
	OPERATING SUPPLIES			1,070.25			
000472 32398	OSMAN'S GREENHOUSE FLOWERS 577-751-741-000	06/06/2013 ksteinman	06/18/2013	27.75	0.00	P	Y 06/10/2013
	OPERATING SUPPLIES			27.75			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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
000539 32445	OSMAN'S GREENHOUSE FLATS 101-751-741-000	05/14/2013 ksteinman	06/18/2013	142.20	0.00	P	Y 06/11/2013
		OPERATING SUPPLIES		142.20			
000540 32446	OSMAN'S GREENHOUSE FLATS 101-751-741-000	05/15/2013 ksteinman	06/18/2013	343.20	0.00	P	Y 06/11/2013
		OPERATING SUPPLIES		343.20			
PSI-1532452 32426	PAC-VAN, INC RELOCATION EXPENSE 401-301-980-000-0145	05/31/2013 ksteinman	06/18/2013	6,500.00	0.00	P	Y 06/11/2013
		POLICE/FIRE COMPLEX		6,500.00			
060413 32357	PAT'S PRONTO PRINT BUSINESS CARDS- STEVE OOSTING 101-447-727-000	06/04/2013 ksteinman	06/18/2013	42.00	0.00	P	Y 06/10/2013
		OFFICE SUPPLIES		42.00			
6986 32337	PAVEMENT RESTORATION CAPE SEAL PROJECT 203-463-802-000	05/22/2013 ksteinman	06/18/2013	1,650.00	0.00	P	Y 06/07/2013
		INFRARED HEATER REPAIRS		1,650.00			
132083-1 32366	PK CONTRACTING INC INSTALL NEW CROSS WALKS/STOP BARS 204-446-802-000	05/17/2013 ksteinman	06/18/2013	3,993.75	0.00	P	Y 06/10/2013
		OTHER CONTRACTUAL SERVICES		3,993.75			
5735263 32358	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/10/2013 ksteinman	06/18/2013	73.00	0.00	P	Y 06/10/2013
		ELECTRICAL SYSTEM CONSTR		73.00			
5735267 32359	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	05/28/2013 ksteinman	06/18/2013	154.82	0.00	P	Y 06/10/2013
		ELECTRICAL SYSTEM CONSTR		154.82			
5735203 32360	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	05/28/2013 ksteinman	06/18/2013	234.24	0.00	P	Y 06/10/2013
		ELECTRICAL SYSTEM CONSTR		234.24			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
5737331 32400	POWER LINE SUPPLY CO SUPPLIES 582-558-933-000	06/04/2013 ksteinman	06/18/2013	443.39	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - EQUIPM		443.39			
5737333 32401	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/04/2013 ksteinman	06/18/2013	335.00	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - EQUIPM		335.00			
5737334 32402	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/04/2013 ksteinman	06/18/2013	335.00	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - EQUIPM		335.00			
5737253 32417	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/04/2013 ksteinman	06/18/2013	1,690.01	0.00	P	Y 06/11/2013
		REPAIRS/MAINTENANCE - EQUIPM		1,690.01			
42247 32361	PRI MAR PETROLEUM INC CARS WASHED 661-450-935-000	05/31/2013 ksteinman	06/18/2013	55.00	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - VEHICLES		55.00			
142137 32364	RATHCO SAFETY SUPPLY INC MISC SIGNS 577-751-741-000 101-446-741-000	05/30/2013 ksteinman	06/18/2013	1,152.00	0.00	P	Y 06/10/2013
		OPERATING SUPPLIES		1,092.00			
		OPERATING SUPPLIES		60.00			
490-009183 32351	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	06/05/2013 ksteinman	06/18/2013	25.82	0.00	P	Y 06/10/2013
		REPAIR & MAINT SUPPLIES		25.82			
MULTIPLE 32363	ROME'S STANDARD SERVICE INC TIRE REPAIR/MOUNT/DISPOSAL 661-450-741-003 661-450-935-000	05/07/2013 ksteinman	06/18/2013	167.95	0.00	P	Y 06/10/2013
		REPAIR & MAINT SUPPLIES		131.95			
		REPAIRS/MAINTENANCE - VEHICLES		36.00			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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
06032013							
32362	ROSE SHOP, THE FLORAL WREATH FOR MEMORIAL 101-301-801-050	06/03/2013 ksteinman	06/18/2013	72.40	0.00	P	Y 06/10/2013
		POLICE MEMORIAL		72.40			
13-027							
32434	SCHLAACK CONSTRUCTION INC, RON BOHL FENCE 251-901-802-000	05/02/2013 ksteinman	06/18/2013	10,710.00	0.00	P	Y 06/11/2013
		OTHER CONTRACTUAL SERVICES		10,710.00			
INV052413							
32425	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-801-000	06/11/2013 ksteinman	06/18/2013	382.50	0.00	P	Y 06/11/2013
		PROFESSIONAL/CONSULTING FEES		382.50			
INV02441							
32450	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-801-000	05/31/2013 ksteinman	06/18/2013	1,605.00	0.00	P	Y 06/12/2013
		PROFESSIONAL/CONSULTING FEES		1,605.00			
839971							
32376	SHARE CORP TRASH LINERS 577-751-741-000	04/16/2013 ksteinman	06/18/2013	347.38	0.00	P	Y 06/10/2013
		OPERATING SUPPLIES		173.69			
		OPERATING SUPPLIES		173.69			
5/20/13							
32371	SKIDMORE'S ROAD PATCHES 591-558-802-000	05/20/2013 ksteinman	06/18/2013	22,332.70	0.00	P	Y 06/10/2013
		OTHER CONTRACTUAL SERVICES		11,166.35			
		OTHER CONTRACTUAL SERVICES		11,166.35			
11150406-07							
32374	SLOCUM ASSOCIATES INC NORTH SIDE MARINA PREVAILING WAGE 594-776-975-011	05/29/2013 ksteinman	06/18/2013	550.00	0.00	P	Y 06/10/2013
		NORTH SIDE MARINA UPGRADE		550.00			
11150419							
32375	SLOCUM ASSOCIATES INC NORTH SIDE MARINA PROJECT MGMT 594-776-975-011	05/31/2013 ksteinman	06/18/2013	103.36	0.00	P	Y 06/10/2013
		NORTH SIDE MARINA UPGRADE		103.36			

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 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
9995 32414	SOUTH HAVEN AREA CHAMBER 2013 ANNUAL DINNER EVENT 101-728-860-000	06/03/2013 ksteinman	06/18/2013	30.00	0.00	P	Y 06/11/2013
		TRAVEL/CONFERENCES/TRAINING		30.00			
060513 32411	SOUTH HAVEN HEALTH SYSTEM PHYSICALS 577-751-801-000 101-215-802-000	06/05/2013 ksteinman	06/18/2013	164.00	0.00	P	Y 06/10/2013
		PROFESSIONAL/CONSULTING FEES		82.00			
		OTHER CONTRACTUAL SERVICES		82.00			
9371 32365	SPENCER MANUFACTURING, INC NEW LED LIGHTBAR AND AMBER REAR WA 661-450-741-003	05/28/2013 ksteinman	06/18/2013	1,446.00	0.00	P	Y 06/10/2013
		REPAIR & MAINT SUPPLIES		1,446.00			
3200616206 32380	STAPLES ADVANTAGE SUPPLIES 582-558-727-000	05/25/2013 ksteinman	06/18/2013	17.49	0.00	P	Y 06/10/2013
		OFFICE SUPPLIES		17.49			
7100762629-000001 32429	STAPLES ADVANTAGE SUPPLIES 101-446-727-000 101-447-727-000 591-558-727-000 592-558-727-000 582-558-727-000	05/29/2013 ksteinman	06/18/2013	23.59	0.00	P	Y 06/11/2013
		OFFICE SUPPLIES		4.72			
		OFFICE SUPPLIES		4.72			
		OFFICE SUPPLIES		4.72			
		OFFICE SUPPLIES		4.72			
		OFFICE SUPPLIES		4.71			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
7100762629-000002							
32430	STAPLES ADVANTAGE SUPPLIES	05/28/2013 ksteinman	06/18/2013	277.70	0.00	P	Y 06/11/2013
	101-446-727-000	OFFICE SUPPLIES		17.58			
	101-447-727-000	OFFICE SUPPLIES		17.58			
	591-558-727-000	OFFICE SUPPLIES		17.59			
	592-558-727-000	OFFICE SUPPLIES		17.59			
	582-558-727-000	OFFICE SUPPLIES		17.59			
	591-558-741-000	OPERATING SUPPLIES		33.85			
	592-558-741-000	OPERATING SUPPLIES		33.85			
	101-446-741-000	OPERATING SUPPLIES		33.86			
	101-447-741-000	OPERATING SUPPLIES		33.86			
	582-558-741-000	OPERATING SUPPLIES		33.86			
	582-558-741-000	OPERATING SUPPLIES		20.49			
013916							
32377	STEEL CENTER SUPPLY CO MAINTENANCE SUPPLIES	05/07/2013 ksteinman	06/18/2013	5.56	0.00	P	Y 06/10/2013
	101-446-741-000	OPERATING SUPPLIES		5.56			
014018							
32378	STEEL CENTER SUPPLY CO MAINTENANCE SUPPLIES	06/03/2013 ksteinman	06/18/2013	111.48	0.00	P	Y 06/10/2013
	661-450-741-000	OPERATING SUPPLIES		111.48			
013891							
32379	STEEL CENTER SUPPLY CO MAINTENANCE SUPPLIES	05/02/2013 ksteinman	06/18/2013	131.25	0.00	P	Y 06/10/2013
	101-446-741-000	OPERATING SUPPLIES		131.25			
S11324006							
32381	TASER INTERNATIONAL X26 RETURN, CLER/SILVER, DPM	06/10/2013 ksteinman	06/18/2013	484.00	0.00	P	Y 06/10/2013
	101-301-741-001	JAIL OPERATION		484.00			
060513							
32384	TERMINIX PROCESSING CENTER EXTERMINATING SERVICE	06/05/2013 ksteinman	06/18/2013	39.00	0.00	P	Y 06/10/2013
	101-301-802-000	OTHER CONTRACTUAL SERVICES		39.00			

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
380326-01							
32349	THAYER INC SUPPLIES 101-751-741-000	05/22/2013 ksteinman OPERATING SUPPLIES	06/18/2013	73.08  73.08	0.00	P	Y 06/10/2013
232992							
32383	TOTAL ENERGY SYSTEMS LLC ANNUAL GENERATOR MAJOR MAINT VISIT 591-559-802-000	05/24/2013 ksteinman OTHER CONTRACTUAL SERVICES	06/18/2013	1,898.00  1,898.00	0.00	P	Y 06/10/2013
100161087							
32385	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT #6035 3012 0321 10 265-301-805-000	05/14/2013 ksteinman K-9 SERVICES & SUPPLIES	06/18/2013	88.45  88.45	0.00	P	Y 06/10/2013
6-6-13							
32382	TREECORE TREE WORK 582-558-802-000 101-446-802-000 101-751-802-000 101-276-802-000	06/06/2013 ksteinman OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES	06/18/2013	24,466.60  14,475.60 7,833.00 344.00 1,814.00	0.00	P	Y 06/10/2013
970416							
32388	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	06/18/2013	869.64  869.64	0.00	P	Y 06/10/2013
970574							
32389	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	06/18/2013	24.98  24.98	0.00	P	Y 06/10/2013
967120							
32390	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	05/22/2013 ksteinman OPERATING SUPPLIES	06/18/2013	224.07  224.07	0.00	P	Y 06/10/2013
060713							
32386	VAN BUREN COUNTY TREASURER 2012 TRAILOR PARK FEES 101-002-222-011 101-002-228-011	06/07/2013 ksteinman DUE TO COUNTY-TRAILER PARK FS DUE TO STATE ED - TRAILER PARK	06/18/2013	570.00  114.00 456.00	0.00	P	Y 06/10/2013

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
06/11/13 32449	VAN DAM & KRUSINGA WELLS ST LIFT STATION ROOF REPLACE 592-559-802-000 592-566-802-000 592-567-802-000	04/17/2013 ksteinman	06/18/2013	5,147.64 3,654.82 447.85 1,044.97	0.00	P	Y 06/12/2013
MSC 210045 32387	VANDER MEULEN BUILDERS INC SH PHOENIX ST FACADE PROJECT 4/1- 250-729-880-000	06/06/2013 ksteinman	06/18/2013	33,320.62 33,320.62	0.00	P	Y 06/10/2013
3402 32391	VANDERZEE MOTORPLEX 2 TIRES AND DISPOSAL 661-450-741-003	05/15/2013 ksteinman	06/18/2013	431.86 431.86	0.00	P	Y 06/10/2013
#8 32321*	A J VENEKLASSEN INC NORTH SIDE MARINA PAY REQUEST #8 594-776-975-011 594-002-211-141	06/03/2013 ksteinman	06/18/2013	71,101.08 79,001.20 (7,900.12)	0.00	P	Y 06/07/2013
#9 32322	A J VENEKLASSEN INC FINAL PAY- RETAINAGE PAYMENT 594-002-211-141	06/03/2013 ksteinman	06/18/2013	148,418.70 148,418.70	0.00	P	Y 06/07/2013
4446 32395	ED WAINRIGHT MECHANICAL INSP/MEIJER PLANS 101-371-802-011	06/04/2013 ksteinman	06/18/2013	835.11 835.11	0.00	P	Y 06/10/2013
05/03 & 06/04 32394	WEST MICHIGAN CRIMINAL JUSTICE COURSE ATTENDANCE FEE 266-301-861-000	05/03/2013 ksteinman	06/18/2013	50.00 50.00	0.00	P	Y 06/10/2013
36579 32392	WEST MICHIGAN DOCUMENT SHREDDING 101-265-802-000	05/31/2013 ksteinman	06/18/2013	45.00 45.00	0.00	P	Y 06/10/2013

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 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	Jrnalized Post Date
36580 32393	WEST MICHIGAN DOCUMENT SHREDDING 101-301-802-000	05/31/2013 ksteinman	06/18/2013	100.80	0.00	P	Y 06/10/2013
		OTHER CONTRACTUAL SERVICES		100.80			
159-1045823 32415	WINGFOOT COMMERCIAL TIRE SYSTEMS TIRES 661-450-741-003	06/06/2013 ksteinman	06/18/2013	1,224.12	0.00	P	Y 06/11/2013
		REPAIR & MAINT SUPPLIES		1,224.12			
C133367 32405	WOODHAMS, INC , DON PART NOT COVERED BY WARRANTY 661-450-935-000	05/21/2013 ksteinman	06/18/2013	94.76	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - VEHICLES		94.76			
C134347 32406	WOODHAMS, INC , DON PARTS 661-450-935-000	05/17/2013 ksteinman	06/18/2013	190.50	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - VEHICLES		190.50			
C134003 32407	WOODHAMS, INC , DON PARTS 661-450-933-000	05/09/2013 ksteinman	06/18/2013	249.60	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - EQUIP		249.60			
C134527 32408	WOODHAMS, INC , DON PARTS 661-450-935-000	06/10/2013 ksteinman	06/18/2013	82.00	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - VEHICLES		82.00			
C134544 32409	WOODHAMS, INC , DON PARTS 661-450-935-000	05/28/2013 ksteinman	06/18/2013	147.62	0.00	P	Y 06/10/2013
		REPAIRS/MAINTENANCE - VEHICLES		147.62			
# of Invoices:	136	# Due:	0	Totals:	698,667.91	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					698,667.91	0.00	
* 2 Net Invoices have Credits Totalling:					(7,946.26)		

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			51,166.15	0.00		
	203 - LOCAL STREET FUND			1,650.00	0.00		
	204 - STREET FUND			4,385.11	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			52,935.63	0.00		
	251 - LOCAL DVLP FINANCE ATHR DIS			11,090.00	0.00		
	265 - NARCOTICS FUND			88.45	0.00		
	266 - POLICE TRAINING FUND			50.00	0.00		
	401 - CAPITAL PROJECTS FUND 1			7,328.56	0.00		
	402 - CAPITAL PROJECTS FUND 2			46,753.58	0.00		
	577 - BEACH FUND			1,750.36	0.00		
	582 - ELECTRIC FUND			27,012.61	0.00		
	591 - WATER FUND			28,002.78	0.00		
	592 - SEWER FUND			27,641.95	0.00		
	594 - MARINA FUND			220,323.14	0.00		
	636 - INFORMATION SERVICES FUND			3,423.77	0.00		
	661 - MOTOR POOL FUND			215,065.82	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	002 - LIABILITIES			149,982.58	0.00		
	172 - CITY MANAGER			48.00	0.00		
	191 - ELECTIONS			61.06	0.00		
	202 - CITY TREASURER			46,753.58	0.00		
	215 - CITY CLERK			82.00	0.00		
	258 - DATA PROCESSING			3,423.77	0.00		
	265 - BUILDINGS & GROUNDS			11,035.10	0.00		
	276 - CEMETERY DEPARTMENT			3,386.67	0.00		
	301 - POLICE			13,554.81	0.00		
	371 - BUILDING INSPECTIONS			3,322.22	0.00		
	446 - HIGHWAYS & STREETS			15,970.92	0.00		
	447 - ENGINEERING			169.52	0.00		
	450 - EQUIPMENT MAINTENANCE			215,065.82	0.00		
	463 - ROUTINE MAINTENANCE			1,650.00	0.00		
	558 - OPERATIONS			52,108.96	0.00		
	559 - TREATMENT			15,136.44	0.00		
	560 - IPP PROGRAM			634.29	0.00		
	566 - TREATMENT - CASCO TWP			664.87	0.00		
	567 - TREATMENT - SH TWP			1,137.98	0.00		
	569 - LIFSTATIONS - SOUTH HAVEN T			694.80	0.00		
	570 - LIFTSTATIONS - CITY			3,686.00	0.00		
	728 - ECONOMIC DEVELOPMENT			126.83	0.00		

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User: ksteinman  
DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

Page: 21/21

INVOICE DUE DATES 06/18/2013 - 06/18/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY DEPT/ACTIVITY ---							
	729 - DOWNTOWN DEVELOPMENT			52,935.63	0.00		
	751 - PARK DEPARTMENT			10,641.50	0.00		
	776 - OPERATIONS			79,804.56	0.00		
	804 - MUSEUMS			500.00	0.00		
	895 - OTHER FUNCTIONS			5,000.00	0.00		
	901 - INDUSTRIAL DEVELOPMENT			11,090.00	0.00		

DATE: May 22, 2013

TO: Brian Dissette, City Manager

FROM: Roger Huff, P.E., Public Works Director

RE: Parking Pay Terminal System Expansion

**Background Information:**

On October 27, 2011, bids were received for Bid Number 2011-15, Parking Fare Collection System. As stated in the staff memo to City Council, "The purpose of the Parking Pay Terminal bid is to select a vendor who will work with the City to determine the exact number of pay terminals as well as exact location of the terminals. The specified dollar amounts in the bid are based on an estimate of the number of terminals and may be changed after review of the parking areas with the selected vendor. The purpose of the bid amounts is to allow comparison between vendors and to select a vendor."

At the December 19, 2011 Regular Meeting, City Council unanimously approved award of the bid to Total Parking Solutions, Inc. (TPS) in the amount of \$99,660. Due to the successful implementation of the system by the selected vendor, the City wishes to expand the system to the Dyckman Street and Packard Park Beach accesses. TPS provided a proposal for two parking terminals and connection to the existing system. Pricing is the same as the 2011 bid.

Funds are included in the approved Fiscal Year 2013-14 budget for this purchase.

**Recommendation:**

Approve the purchase of two parking pay terminals from the previously approved vendor, Total Parking Solutions, Inc., in the amount of \$30,460.

**Support Material:**

TPS Proposal



Total Parking Solutions, Inc.

**Parking System Equipment Addition for City of South Haven**

<b><u>QTY.</u></b>	<b><u>Description</u></b>	
2	Solar power parking Terminal for South Beach Lot	<b>\$26,800.00</b>
	Installation and Training Cost:	<b>Included</b>
	Annual WebOffice Management System w/ credit card	<b>\$ 1680.00</b>
	Annual Maintenance Cost for Year 1	<b>\$ 1980.00</b>

(Terminals come with 1 year parts and 90 days on install labor, maintenance costs for first year includes 9 months labor to match manufacturer parts warranty and quarterly preventative maintenance)

\*Concrete pads for Cale terminals to be provided by City

  
Total Parking Solutions, Inc.

\_\_\_\_\_  
Customer Authorization or PO #

**Terms:** Balance due net 30days upon completion of installation.

**MEMO**

DATE: June 11, 2013

TO: Brian Dissette

FROM: Linda Anderson, Zoning Administrator

SUBJECT: Crescent Moon Awning

---

*Background Information:* The owner of Crescent Moon, 413 Phoenix Street, is requesting a license agreement to install a store length awning on the front of her store. The applicant states that the awning is necessary to protect clothing and other items in her front windows from sun damage.

The awning will not have any wording or logo printed on it as the owner intend to keep the one permitted identifying sign as it stands.

*Recommendation:* Staff recommends approval of the license agreement.

*Support Material:*

Draft license agreement  
Legal description of the proposed awning  
Photo of proposed awning  
Proof of insurance

**LICENSE AGREEMENT  
BETWEEN  
THE CITY OF SOUTH HAVEN  
AND  
CRESCENT MOON  
413 PHOENIX STREET**

This Agreement is made between the City of South Haven, a Michigan home rule city, of 539 Phoenix Street, South Haven, Michigan 49090-1499 (the "City"), and Crescent Moon (the "Leaseholder") with respect to the following facts and circumstances.

**RECITALS**

A. Phoenix Street is a public street within the corporate limits of the City.

B. Leaseholder has a leasehold interest in a building and land commonly known as 413 Phoenix Street, South Haven, Michigan ("Leaseholder's Parcel"), in which building Leaseholder conducts a business.

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

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

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

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

2. Term. The term of this License shall commence on \_\_\_\_\_, 2013 and will terminate at midnight on \_\_\_\_\_, 2033 unless earlier terminated or revoked as provided below.

3. Use. The Licensed Premises shall be used by the Leaseholder to erect and/or to continue the location of the additions and improvements to the building on the Leaseholder's Parcel as described and depicted on attached Schedule B. The Leaseholder will use the Licensed Premises in a clean, wholesome and lawful manner.

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

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

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

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

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

9. Improvements, Restoration, Construction Liens. The Leaseholder agrees to continue to occupy the Licensed Premises with the present building situated thereon, and that such building shall be maintained in habitable condition at all times. No improvements shall be made to the Licensed Premises unless the City shall have approved such improvements prior to the performance of work by the Leaseholder or by a contractor approved in writing by the City.

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

10. Public Liability and Indemnity. The Applicant shall carry fire and casualty insurance with an extended coverage endorsement on any improvements placed on or constructed by Applicant on the Licensed Premises equal in amount to the full insurable value of the improvements required to be insured under this Agreement. The Applicant shall indemnify and hold harmless the City and its elected and appointed officials,

employees and agents from any liability for loss, damage, injury or other casualty to persons of property caused or occasioned by or arising from any act, use, omission, occupancy or negligence by or of the Applicant and any of his agents, servants, visitors, licenses or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the Applicant, on a timely notice from the City shall resist or defend such action or proceeding by counsel employed by the Applicant which shall include the taking of all permissible appeals, unless full release of the City and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Applicant or Applicant's insurance carrier.

The Applicant shall furnish to the City certificates of insurance or other evidence acceptable to the City indicating that the Applicant maintains a policy or policies of insurance against damage to property in the minimum amount of Fifty Thousand and no/100 Dollars (\$50,000.00) and for bodily injury (including death), in the minimum amount of Three Hundred Thousand and no/100 Dollars (\$300,000.00) for injury to one (1) person, and Five Hundred Thousand and no/100 Dollars (\$500,000) for injury to more than one person, in one (1) accident or occurrence, naming the City as an additional insured. The Applicant shall pay all premiums there on and furnish evidence of payment to the City upon request.

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

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

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

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

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

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

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

D. At the option of the City upon sixty (60) days prior written notice given by the City to the Leaseholder. Further, the City may terminate this License immediately upon verbal or written notice to Leaseholder, where the City determines that the use of the Licensed Premises has become a hazard or presents an imminent risk or danger to the public health, safety and welfare.

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

F. Immediately upon the issuance of a judgement, order, rule or regulation of a governmental unit or agency having jurisdiction, other than the City, requiring that the improvements and encroachments be removed from the Licensed Premises.

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

15. Leaseholder's Acknowledgements. Leaseholder acknowledges and agrees that the City is the Leaseholder of the Licensed Premises, that the License granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Leaseholder's use under this License may not interfere with the public's rights to the reasonable use of the Licensed Premises. Leaseholder further acknowledges that its

use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

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

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

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

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

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

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

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

Signed in the Presence of:

CITY OF SOUTH HAVEN  
a Michigan home rule city

\_\_\_\_\_

By: \_\_\_\_\_

Its: City Manager

\_\_\_\_\_

LEASEHOLDER,  
413 Phoenix Street

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

# Schedule A

Van Buren County Community Information Center

Parcel 80-53-123-009-50

Close This Window



## Van Buren County Property Information

If you have Questions or find Incorrect Information Send an Email.

**Jurisdiction:** South Haven City

**Plate Number:** A591

**Owner Name:** D & S REAL ESTATE MANAGEMENT

**Parcel Address:** 413 PHOENIX ST  
SOUTH HAVEN, MI 49090

**Mailing Address:** 16139 77TH ST  
SOUTH HAVEN, MI 49090-8412

## Property Information

**School District:** 80010

**Current Property Class:** 201

**Current Assessment:** \$143,000

**Previous Assessment:** \$143,000

**Taxable Value:** \$124,948

**Homestead %:** 0%

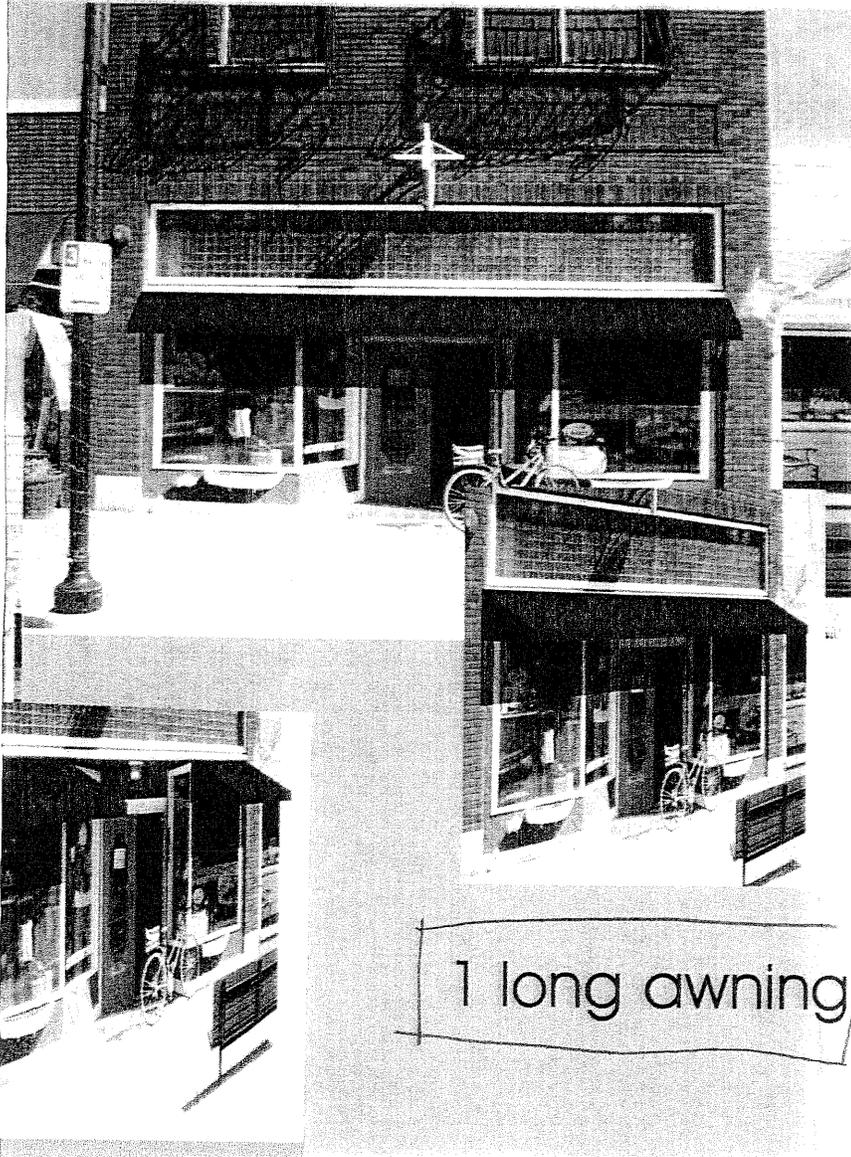
**Calculated Acreage:** 0.1

## Legal Description

739-193 764-444 1253-281 1325-563 1362-778 A591 1-17 E 1/2 LOT 9 BLK 13 HALE CONGER & CO  
ADDITION.

Powered by Community Center™ software from the [Land Information Access Association](#)

# Schedule B



1 long awning

PROJECT: Crescent Moon

LOCATION: 413 Phoenix ST. South Haven, MI

TEXT COLOR:

DATE: May 15, 2013

DRAWING BY: Reatha

SCALE: NTS

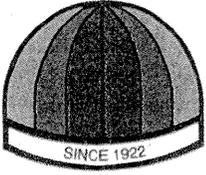
FABRIC COLOR: Sunbrella marine Blue

COLOR:

GRAPHICS COLOR:

REVISION:

1



**BENTON HARBOR  
AWNING & TENT CO., INC.**  
2275 M-139  
BENTON HARBOR, MICHIGAN 49022  
FAX TOLL FREE (888) 272-2197  
PHONE TOLL FREE (800) 272-2187

PROPOSAL SUBMITTED TO <i>CRESCENT MOON</i>	PHONE <i>(269) 637-5119</i>	DATE <i>MAY 8, 2013</i>
STREET <i>413 PHOENIX STREET</i>	PHONE	APPROX. INSTALLATION DATE
CITY, STATE AND ZIP CODE <i>SOUTH HAVEN, MI 49090</i>	JOB NAME	
OWNER'S NAME <i>SUSAN HERMENICT</i>	JOB LOCATION	CITY

We hereby submit specifications and estimates for:

**FURNISH AND INSTALL**

*ONE (1) SHED STYLE FABRIC AWNING WITH A 6" RIGID VALANCE...CLOSED ENDS ON A WELDED ALUMINUM FRAME...(MILL FINISH..NOT PAINTED)*

*MATERIAL: SUNBRELLA WOVEN ACRYLIC FABRIC..NOT FIRE RETARDANT*

*COLOR: DARK BLUE (NAVY)*

*FRAME: 1" SQUARE, 6063 T-5 ALUMINUM. ALL FRAMING CONNECTIONS & JOINTS TO BE TIG WELDED AND GROUND SMOOTH*

*AWNINGS WILL BE INSTALLED OVER THE BOTTOM WINDOW..GOING ACROSS THE FULL WIDTH OF WINDOW...LOWER WINDOWS AND DOOR AREA IN MIDDLE.*

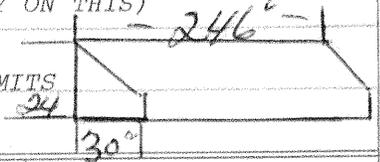
*THE AWNING WILL DROP DOWN ALONG THE WALL 24" AND PROJECT OUT 30"*

*\*\*THE BOTTOM OF THE AWNING WILL BE UP 6'6" FROM THE GROUND\*\* (NEED TO CHECK WITH THE*

*NO GRAPHICS, NO LIGHTS, NO BOTTOM COVER*

*CITY ON THIS)*

*PRICE DOES NOT INCLUDE: ADDITIONAL BACKING, ENGINEERING, BONDS OR PERMITS*



<b>We Propose</b> hereby to furnish material and labor as described above:	PRICE	
<i>BALANCE WHEN DEPOSIT OF \$ 990.00 IS REQUIRED TO PROCEED WITH ORDER/ INSTALLED</i>	TAX	
<b>Service Charge of 1½% per month will be added on any past due balance.</b>	TOTAL	<i>\$ 1,975.00</i>
<b>Deposit of 50%; Balance due upon job completion.</b>	DEPOSIT	
It is understood and agreed that the title of the said property shall remain the property of B.H. Awning & Tent Co. Inc., until the whole amount of the purchase price has been paid.	BALANCE DUE	

Authorized Signature

*Marilyn Hill*

Note: This proposal may be withdrawn by us if not accepted by \_\_\_\_\_

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_





# City of South Haven

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

REPORT TO: Honorable Mayor and City Council  
FROM: Wendy J. Hochstedler, Finance Director

SUBJECT: Fiscal Year 2012-13 Final Budget Adjustment  
MEETING DATE: June 17, 2013

**BACKGROUND:** Section 8.6 of the City Charter permits revisions to the City Budget if the revenues or expenditures are not at the anticipated levels. There are a number of revenue and expenditure adjustments that need to be formally entered into the accounting system at this time.

This report represents all of the adjustments to be made to the budget for the entire fiscal year. It reflects various project expenses that were approved throughout the year by the City Council and also adjusts various revenue and expense items to their projected levels at June 30, 2013.

The report shows the original budget and amended budget amounts, along with the projected fund balance at the end of this fiscal year. Overall budgeted revenues increased by \$1,090,974 while budgeted expenses decreased by \$276,007. This includes adjustments for changes in personnel costs, planned infrastructure projects that were either not completed last year, had major scope changes in the project or were not included in the original budget document and other unexpected repairs & maintenance items unplanned expenses. Some of the projects are the beach flag system, Code Blue beach call boxes, portable fencing for festivals, parking system upgrades, additional expenses on Williams Street & Kal-Haven Trail, Sanitary Sewer System Evaluation, preliminary expenses relating to the police/fire complex renovations, various road maintenance projects, additional MERS cost for police department and the purchase of the Bohn property. Also the refunding of the 2003 Capital Bonds was not included in the original budget. General Fund is expected to use approximately \$662,337 of reserves by the end of this fiscal year with a projected fund balance remaining of \$2,034,329 or 26% of annual expenditures.

**RECOMMENDATION:** It is recommended that the City Council approve the attached budget adjustment for the Fiscal Year 2012-13 and authorize the Finance Director/Treasurer to amend the Budget as stated within this report.

**FISCAL EFFECTS:** The fiscal effects are as stated and shown in this report.

Respectfully Submitted;

---

Wendy J. Hochstedler  
Finance Director/Treasurer

CITY OF SOUTH HAVEN  
SCHEDULE OF CITY BUDGETS  
ORIGINAL AND AMENDED

Revenues and Expenditures by Fund and Activity

Fund Description	Activity	ORIGINAL	ORIGINAL	BUDGET	AMENDED	AMENDED	AMENDED	6/30/2012	6/30/2013
		Total Revenues	Total Expenditures	ADJUSTMENT	Total Revenues	Total Expenditures	FUND NET CHANGE	FUND BALANCE	FUND BALANCE
000 Revenues		\$ 6,685,733		354,866	\$ 7,040,599				
101 City Council	101		\$ 35,007	634		\$ 35,641			
101 City Manager	172		\$ 176,534	11,372		\$ 187,906			
101 Elections	191		\$ 21,868	4,722		\$ 26,590			
101 Treasurer	202		\$ 139,695	7,273		\$ 146,968			
101 Assessing	209		\$ 147,686	4,462		\$ 152,148			
101 Legal Counsel	210		\$ 150,000	50,000		\$ 200,000			
101 City Clerk	215		\$ 24,770	6,808		\$ 31,578			
101 Other Personnel	227		\$ 87,527	5,953		\$ 93,480			
101 Finance	253		\$ 60,574	7,014		\$ 67,588			
101 Building and Grounds	265		\$ 299,528	30,739		\$ 330,267			
101 Cemetery	276		\$ 126,053	21,381		\$ 147,434			
101 CATV	294		\$ 25,752	1,815		\$ 27,567			
101 Police	301		\$ 1,824,133	334,249		\$ 2,158,382			
101 Information Center	350		\$ 109,794	4,272		\$ 114,066			
101 Fire	339		\$ 474,218	0		\$ 474,218			
101 Building Services	371		\$ 247,327	26,459		\$ 273,786			
101 Animal Shelter	430		\$ 7,000	0		\$ 7,000			
101 Drains	445		\$ 108,756	(96,956)		\$ 11,800			
101 Highways & Streets	446		\$ 516,985	36,475		\$ 553,460			
101 Engineering	447		\$ 84,042	2,736		\$ 86,778			
101 Street Lighting	448		\$ 82,500	0		\$ 82,500			
101 Environmental Cleanup	622		\$ 1,200	0		\$ 1,200			
101 Hospital	635		\$ 103,579	0		\$ 103,579			
101 Senior Services	673		\$ 78,350	0		\$ 78,350			
101 Library	790		\$ 184,949	0		\$ 184,949			
101 Development	728		\$ 53,193	2,088		\$ 55,281			
101 Parks	751		\$ 618,986	14,341		\$ 633,327			
101 Recreation	777		\$ 15,000	0		\$ 15,000			
101 Museum	804		\$ 46,125	(7,567)		\$ 38,558			
101 Insurance and Bonds	851		\$ 55,080	19,920		\$ 75,000			
101 Other	895		\$ 60,818	18,280		\$ 79,098			
101 Debt Service	905		\$ 175,187	(160,250)		\$ 14,937			
101 Operating Transfers Out	965		\$ 564,100	650,400		\$ 1,214,500			
<b>101 General Fund</b>		<b>\$ 6,685,733</b>	<b>\$ 6,706,316</b>		<b>\$ 7,040,599</b>	<b>\$ 7,702,936</b>	<b>\$ (662,337)</b>	<b>\$ 2,696,666</b>	<b>\$ 2,034,329</b>
Special Revenue Funds									
202 Major Streets		\$ 314,237	\$ 355,908		\$ 320,237	\$ 529,972	\$ (209,735)	216,516	\$ 6,781
203 Local Streets		\$ 172,202	\$ 214,231		\$ 158,600	\$ 231,598	\$ (72,998)	116,246	\$ 43,248
204 Street Improvement Fund		\$ 987,186	\$ 1,574,611		\$ 987,186	\$ 1,654,151	\$ (666,965)	1,238,735	\$ 571,770
226 Garbage and Refuse		\$ 349,251	\$ 370,500		\$ 349,251	\$ 370,500	\$ (21,249)	47,357	\$ 26,108
257 Budget Stabilization		\$ 50,000	\$ -		\$ 50,000	\$ 150,000	\$ (100,000)	211,658	\$ 111,658
265 Narcotics Fund		\$ 215,944	\$ 240,368		\$ 215,944	\$ 240,368	\$ (24,424)	57,203	\$ 32,779
266 Police Training Fund		\$ 4,500	\$ 4,500		\$ 3,747	\$ -	\$ -	835	\$ 835
282 CDBG		\$ 2,500	\$ 85,200		\$ 2,500	\$ 85,200	\$ (82,700)	94,453	\$ 11,753
296 River Maintenance		\$ 54,380	\$ 10,500		\$ 54,380	\$ 104,953	\$ (50,573)	67,844	\$ 17,271
730 Sick Pay Reserve		\$ 1,000	\$ -		\$ 1,000	\$ -	\$ 1,000	112,460	\$ 113,460
711 Cemetery Perpetual Care		\$ 10,600	\$ -		\$ 16,000	\$ 50	\$ 15,950	253,846	\$ 269,796
<b>Special Revenue Funds</b>		<b>\$ 2,161,800</b>	<b>\$ 2,855,818</b>		<b>\$ 2,158,845</b>	<b>\$ 3,370,539</b>	<b>\$ (1,211,694)</b>	<b>\$ 2,417,153</b>	<b>\$ 1,205,459</b>
Component Units									
250 DDA Operating Fund		\$ 1,520,429	\$ 1,098,658		\$ 1,608,030	\$ 1,293,146	\$ 314,884	(285,877)	\$ 29,007
251 LDFA #1		\$ 119,770	\$ 556,199		\$ 892,270	\$ 1,509,329	\$ (617,059)	1,291,020	\$ 673,961
252 LDFA #2		\$ 32,233	\$ 192,848		\$ 35,733	\$ 32,948	\$ 2,785	181,371	\$ 184,156
253 LDFA #3		\$ 51,014	\$ 625,860		\$ 58,014	\$ 416,898	\$ (358,884)	821,304	\$ 462,420
260 Brownfield		\$ 150,523	\$ 418,000		\$ 158,523	\$ 418,000	\$ (259,477)	1,336,804	\$ 1,077,327
<b>Component Units</b>		<b>\$ 1,873,969</b>	<b>\$ 2,891,565</b>		<b>\$ 2,752,570</b>	<b>\$ 3,670,321</b>	<b>\$ (917,751)</b>	<b>\$ 3,344,622</b>	<b>\$ 2,426,871</b>
Debt Service Funds									
363 2007 Capital Bond Debt Service		\$ 108,933	\$ 108,883		\$ 108,883	\$ 108,933	\$ (50)	1,336	\$ 1,286
370 Building Authority Debt Service #2		\$ 257,001	\$ 256,950		\$ 256,951	\$ 257,225	\$ (274)	31,033	\$ 30,759
371 2003 Capital Bond Debt Service		\$ 383,008	\$ 382,958		\$ 4,416,575	\$ 4,438,559	\$ (21,984)	25,729	\$ 3,745
372 Water Plant Debt Service		\$ 1,344,795	\$ 1,341,795		\$ -	\$ -	\$ -	43,203	\$ 43,203
395 DDA Debt Service		\$ 376,880	\$ 376,880		\$ 376,880	\$ 377,155	\$ (275)	505	\$ 230
<b>Debt Service Funds</b>		<b>\$ 2,470,617</b>	<b>\$ 2,467,466</b>		<b>\$ 5,159,289</b>	<b>\$ 5,181,872</b>	<b>\$ (22,583)</b>	<b>\$ 101,806</b>	<b>\$ 79,223</b>

CITY OF SOUTH HAVEN  
SCHEDULE OF CITY BUDGETS  
ORIGINAL AND AMENDED

Revenues and Expenditures by Fund and Activity			ORIGINAL	ORIGINAL	BUDGET	AMENDED	AMENDED	AMENDED	6/30/2012	6/30/2013
Fund	Description	Activity	Total Revenues	Total Expenditures	ADJUSTMENT	Total Revenues	Total Expenditures	FUND NET CHANGE	FUND BALANCE	FUND BALANCE
<b>Capital Funds</b>										
401	Capital Improvement Fund		\$ 4,297,900	\$ 4,312,400		\$ 693,500	\$ 371,500	\$ 322,000	365,020	\$ 687,020
402	Capital Improvement Fund 2		\$ 2,210,000	\$ 2,210,000		\$ 524,000	\$ 300,000	\$ 224,000	0	\$ 224,000
466	Pavilion and Ice Rink		\$ 27,000	\$ 34,000		\$ 32,000	\$ 38,700	\$ (6,700)	8,741	\$ 2,041
467	Sewer Rehab Fund		\$ 76,000	\$ -		\$ 76,000	\$ -	\$ 76,000	(150,555)	\$ (74,555)
498	Cemetery Improvement		\$ 8,500	\$ 8,500		\$ 10,200	\$ 8,500	\$ 1,700	273,197	\$ 274,897
	<b>Capital Funds</b>		<b>\$ 6,619,400</b>	<b>\$ 6,564,900</b>		<b>\$ 1,335,700</b>	<b>\$ 718,700</b>	<b>\$ 617,000</b>	<b>\$ 496,403</b>	<b>\$ 1,113,403</b>
<b>Enterprise Funds</b>										
582	Electric		\$ 13,698,265	\$ 13,747,535		\$ 15,165,913	\$ 13,171,404	\$ 1,994,509	16,288,783	\$ 18,283,292
591	Water		\$ 3,467,453	\$ 3,810,106		\$ 3,660,518	\$ 3,930,970	\$ (270,452)	6,848,713	\$ 6,578,261
592	Sewer		\$ 2,277,318	\$ 2,410,066		\$ 2,579,661	\$ 2,832,583	\$ (252,922)	6,941,923	\$ 6,689,001
594	Marina		\$ 1,318,874	\$ 2,141,818		\$ 1,614,924	\$ 2,538,544	\$ (923,620)	2,036,605	\$ 1,112,985
545	Black River Park		\$ 148,500	\$ 175,706		\$ 151,500	\$ 175,755	\$ (24,255)	640,318	\$ 616,063
577	Beach Parking		\$ 175,100	\$ 179,989		\$ 324,700	\$ 348,156	\$ (23,456)	27,712	\$ 4,256
	<b>Enterprise Funds</b>		<b>\$ 21,085,510</b>	<b>\$ 22,465,220</b>		<b>\$ 23,497,216</b>	<b>\$ 22,997,412</b>	<b>\$ 499,804</b>	<b>\$ 32,784,054</b>	<b>\$ 33,283,858</b>
<b>Internal Service Funds</b>										
636	Information Services		\$ 198,192	\$ 240,461		\$ 241,976	\$ 273,959	\$ (31,983)	57,574	\$ 25,591
661	Motor Pool		\$ 728,888	\$ 987,296		\$ 728,888	\$ 987,296	\$ (258,408)	2,331,499	\$ 2,073,091
677	Self-Insurance Fund		\$ 362,210	\$ 272,400		\$ 362,210	\$ 272,400	\$ 89,810	643,385	\$ 733,195
	<b>Internal Service Funds</b>		<b>\$ 1,289,290</b>	<b>\$ 1,500,157</b>		<b>\$ 1,333,074</b>	<b>\$ 1,533,655</b>	<b>\$ (200,581)</b>	<b>\$ 3,032,458</b>	<b>\$ 2,831,877</b>
	<b>Total</b>		<b>\$ 42,186,319</b>	<b>\$ 45,451,442</b>		<b>\$ 43,277,293</b>	<b>\$ 45,175,435</b>			

**CITY OF SOUTH HAVEN  
SUMMARY BY FUND GROUP  
FY 2013**

Fund Group	Original Budget Revenues	Original Budget Expenditures	Budgeted Addition (Use) of Fund Reserves	Amended Budget Revenues	Amended Budget Expenditures	Amended Addition (Use) of Fund Reserves
General Fund	\$ 6,685,733	\$ 6,706,316	\$ (20,583)	\$ 7,040,599	\$ 7,702,936	\$ (662,337)
Special Revenue Funds	\$ 2,161,800	\$ 2,855,818	\$ (694,018)	\$ 2,158,845	\$ 3,370,539	\$ (1,211,694)
Component Units	\$ 1,873,969	\$ 2,891,565	\$ (1,017,596)	\$ 2,752,570	\$ 3,670,321	\$ (917,751)
Debt Service Funds	\$ 2,470,617	\$ 2,467,466	\$ 3,151	\$ 5,159,289	\$ 5,181,872	\$ (22,583)
Capital Funds	\$ 6,619,400	\$ 6,564,900	\$ 54,500	\$ 1,335,700	\$ 718,700	\$ 617,000
Enterprise Funds	\$ 21,085,510	\$ 22,465,220	\$ (1,379,710)	\$ 23,497,216	\$ 22,997,412	\$ 499,804
Internal Service Funds	\$ 1,289,290	\$ 1,500,157	\$ (210,867)	\$ 1,333,074	\$ 1,533,655	\$ (200,581)
	<b>\$ 42,186,319</b>	<b>\$ 45,451,442</b>	<b>(3,265,123)</b>	<b>\$ 43,277,293</b>	<b>\$ 45,175,435</b>	<b>(1,898,142)</b>

# *Memorandum*

To: Brian Dissette  
From: Deborah Lull  
Date: 06/12/2013  
Re: Resolution to change employee MERS contributions

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The POLC supervisory and non-supervisory collective bargaining agreements have been ratified and were approved by Council at its June 3, 2013 meeting. A provision of the contract requires employee contributions to MERS pension to increase to 3.5% of gross wages effective July 1, 2013. A Council resolution to adopt the change is attached.

I request that the resolution be placed on the June 17, 2013 council agenda.

Thank you for your consideration of this request.



MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

RESOLUTION FOR CHANGING MERS BENEFITS

In accordance with the MERS Plan Document of 1996, the \_\_\_\_\_ (Participating Municipality)

\_\_\_\_\_ adopts the following benefits for: \_\_\_\_\_ (Municipality Number) Reporting Unit Number, MERS Division Number and Name

A "division" is defined as an employee or group of employees covered by the same benefit programs and the same employee contribution program. Each division has a specific MERS number and name, such as "Div. 10, General-Admin.," and is part of a Reporting Unit, such as: "01."

Supporting Supplemental Valuation is dated \_\_\_\_\_

BENEFIT MULTIPLIER

From \_\_\_\_\_ To \_\_\_\_\_ Effective Date \_\_\_\_\_ (Current Benefit Multiplier) (New Benefit Multiplier)

Provisions for Earlier Normal Retirement

- Options for retirement provisions: F50/25, F50/30, F(N)-Years and Out, F55/15, F55/20, F55/25, F55/30

Effective Date \_\_\_\_\_

EMPLOYEE CONTRIBUTION RATE ADDITIONAL BENEFITS AFFECTING FUTURE RETIREES

New Rate \_\_\_\_\_ FAC 3 FAC 5 V-6 V-8 V-10 RS - 50%

Effective Date \_\_\_\_\_ D-2 E-2 Effective Date \_\_\_\_\_

RETIREE COST-OF-LIVING BENEFIT PROGRAMS FOR CURRENT RETIREES

- Options for cost-of-living programs: E Standard, E-1, E - Other (Specify Factor Adjustment Years)

Effective Date \_\_\_\_\_

WINDOW PERIOD (If applicable)

From \_\_\_\_\_ To \_\_\_\_\_ (Date) (Date)

I CERTIFY THAT THE ABOVE WAS ADOPTED BY \_\_\_\_\_ Governing Body Date of Meeting

Authorized Signature Title Date

NOTE: Standard/Nonstandard Benefit Provisions—Attach page fully describing provision(s), and (1) a complete copy of the fully executed collective bargaining agreement and a certified copy of official minutes where the collective bargaining agreement or this Resolution was adopted, or (2) a copy of the arbitration or mediation decision. If further information is needed, please contact MERS Employer Services Division at 1 (800) 767-6377.

# Local Development Finance Authority

## Regular Meeting Minutes

Monday, May 13, 2013  
4:00 p.m., Council Chambers  
South Haven City Hall



City of South Haven

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

### 2. Roll Call

Present: Kerber, Klavins, Lewis, Valentine, Varney, Bolt  
Absent: Erdmann, Gawreliuk, Henry, Herrera, Rainey

### 3. Approval of Agenda

Motion by Valentine, second by Klavins to approve the May 13, 2013 regular meeting agenda as presented.  
All in favor. Motion carried.

### 4. Approval of Minutes – April 8, 2013 Regular Meeting

Motion by Valentine, second by Kerber to approve the April 8, 2013 regular meeting minutes as written.  
All in favor. Motion carried.

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

None at this time.

### 6. Financial Report

VandenBosch gave an overview of the Financial Report.

Motion by Valentine, second by Klavins to approve the Financial Report.  
All in favor. Motion carried.

### 7. Invoices for Approval - LDFA 1

#### DuWel Parcel

**April 10, 2013 Pat's Pronto Print, Environmental Document Reproduction, \$411.14**

VandenBosch noted this is to make two copies of the environmental reports for a potentially interested party. There were questions regarding which property this refers to.

Motion by Valentine, second by Klavins to approve the invoice for document reproduction from Pat's Pronto Print.  
All in favor. Motion carried.

## **8. Bohn Property**

### **Temporary Lighting Bid Approval**

VandenBosch noted this is temporary lighting sufficient for showing the building. The lighting in the warehouse may still be used later, but testing and repairing the existing electric would cost more than this bid.

Motion by Lewis, second by Klavins to approve the lighting contract.  
All in favor. Motion carried.

### **Environmental Work Fencing**

VandenBosch noted that the environmental testing was done last week, there needs to be some mowing, trimming and weed killing done in the parking lot. The fence will be installed soon.

Bolt asked whether staff has a number in mind for pricing the property. VandenBosch noted that we have appraisals done in 2008 and 2010. Kerber noted that the appraisals are outdated.

VandenBosch noted we are getting close to being able to market the property, and are looking for direction from realtors on setting a price.

## **9. Economic Development Report**

Jack McCloughan, Economic Development Director, gave an overview of economic development activities during the past month.

## **10. General Comments**

Varney asked for an update on the Central Lofts. VandenBosch noted that there is a new developer. They are cleaning up the property and marketing the undeveloped part of the condominiums.

## **11. Adjourn**

Motion by Klavins, second by Varney to adjourn at 4:18 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,  
Marsha Ransom  
Recording Secretary

# Parks Commission

## Regular Meeting Minutes

Tuesday, May 14 2013  
6:00 p.m., Council Chambers



City of South Haven

### 1. Call to Order by Lewis at 6:00 p.m.

### 2. Roll Call

Present: Cobbs, Comeau, Fitzgibbon, Montgomery-Reinert, Toneman, Lewis  
Absent: Fenske (excused)

### 3. Approval of Agenda

Motion by Fitzgibbon, second by Toneman to approve the regular Parks meeting agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes – April 9, 2013

Motion by Montgomery-Reinert, second by Toneman to approve the April 9, 2013 regular meeting minutes with correction of Montgomery-Reinert's last name.

All in favor. Motion carried.

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

None at this time.

### NEW BUSINESS

### 6. City Hall Landscaping Update

Gildea noted that this item is an update to the board about changes to City Hall landscaping. Last summer the board had approved a plan for City Hall, but due to requirements for a DIG grant that the City applied for, some changes were made to the City Hall Plan. Pat Cornelisse was present to explain the changes and answer any questions.

Cornelisse gave an overview of the entire scope of the project and the addition of two rain gardens instead of one. One will be a demonstration garden with explanation of why we have rain gardens and how they work and include an orientation plaza with events posted, shade trees and benches. Runoff will be going into the rain gardens. The board discussed plans for replacing the city's Christmas tree. Gildea noted that the current Christmas tree's top half is dead and city crews spray painted it so it wouldn't look so bad during the holidays. Cornelisse explained that there could be a barrier free entrance in the front as well as one which would come all the way from the back similar to what is currently in place. In the course of the proposed work, the memorials would have to be relocated.

Fitzgibbon asked why the trees are all located on the west side and suggested screening on the east side. Cornelisse noted that she agrees, and as money is obtained it could certainly be added. After questions Cornelisse explained that the trees at the west corner are shade or canopy trees. Cornelisse explained that there are several projects going on, and we are trying to mesh them all together, which is difficult. In addition, the city did not get one of the grants they applied for, which was to be the resource to do the city hall improvements. In discussing the existing island, Cornelisse noted that the existing trees will stay.

Fitzgibbon continued to question the lack of balance. Cornelisse said a few pine trees could be added to create balance. Gildea noted that the city is waiting to replace some dead trees for the reimbursement process from Dow to be concluded.

Montgomery-Reinert agrees with Fitzgibbon and thinks there could be some trees and shrubs added to the east side to create balance and partially screen the adjacent parking lot until more funding is acquired.

Toneman asked about the previous meeting where people requested a fountain or sculptures; Cornelisse noted that there will be many of opportunities for art and gave some examples.

There was discussion of the placement of the little girl sculpture which Gildea explained the donors, SHOUT, are in agreement with.

## **7. Splash Pad**

Gildea noted that city staff has worked with Abonmarche doing site visits of all potential locations. Once three locations are chosen, Abonmarche will study those three locations. Abonmarche has made recommendations of their three top choices. Gildea noted that the locations Abonmarche suggested would be the locations she would recommend.

After questions, Gildea noted that the three Abonmarche selected were Stanley-Johnston Park, Black River Park and Riverfront Park. Gildea noted that many cities have started going to splash pads since there is no standing water. Liabilities might exist but they are not the same as the liability standing water in pools or lakes.

Fitzgibbons is against Kids Corner because of losing the ball diamond and not sure Black River Park would really be a good spot; "Riverfront Park seems perfect." Comeau agrees that Black River Park is not a good location; there is not enough parking. Stanley Johnson Park is too shaded per Fitzgibbons. Comeau noted that he agrees Riverfront Park is a good location, close to parking, restrooms and handy to the lake for days when the lake is too rough. The board discussed various ways it could be located in the Riverfront Park area.

Gildea noted some shrubs are old and overgrown and hard to maintain in the same general area that Abonmarche shows the two splash pad areas.

Gildea noted that there have been no plans started which would indicate size or how many fountains the splash pads would have. This step is simply to choose the top three recommendations from the board. After discussion the board concluded that there is really only one location that they can support.

Motion by Fitzgibbon, second by Toneman to strongly support exploring the Riverfront Park as the area to put a splash pad and not any of the other locations due to the reasons listed above.

All in favor. Motion carried.

### **7a. Lewis submits resignation**

Lewis announced his intention to resign from the Parks Commissions which also means resigning as chair, citing hearing issues and health problems. Noted that he has sat in this chair for a long time and feels it is time for someone else to step up. Lewis recommended Montgomery-Reinert, enumerating the many positions she has held with various community groups and non-profits.

Motion by Fitzgibbons, based on Chairman Lewis resignation, that Patti Montgomery-Reinert be appointed as chair. Second by Cobbs.

Lewis introduced Ms. Montgomery-Reinert as the new chair of the Parks Commission.

Montgomery-Reinert thanked Lewis for his years of service to the City and for "thinking enough of me to recommend me for this position." Montgomery-Reinert stated that she usually likes to be on a board longer than two meetings before taking such a position, but will accept if the board agrees.

All in favor. Motion carried.

The board discussed who was co-chair and Toneman noted that he is the co-chair.

Montgomery-Reinert asked what the process is to fill positions. Fitzgibbons said it is hard to get people to serve so the City Council has been discussing eliminating term limits.

### **8. Adjourn**

The meeting was adjourned at 6:53 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary



City of South Haven

BOARD AND COMMISSION APPLICATION

Name DANIEL S. MEZAK

Phone [REDACTED]

Address [REDACTED] SOUTH HAVEN MI 49090  
Street City State Zip

E-Mail Address [REDACTED]

Resident of City? (Circle One)  Yes No If Yes, how long: 60 yrs.

Board or Commission Applying for: HOUSING COMMISSION

Qualifications: PAST MEMBER OF COMMISSION

I believe I can benefit the City of South Haven by serving on a board and commission because:

OF MANY YEARS ON CITY COUNCIL AND CHAIRING MANY CITY COMMISSIONS

Signature Daniel S. Mezak

Date 5/17/2013

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

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



## Agenda Item 7

### Utility Rate Ordinance; Approval

#### Background Information:

The City Council will be asked to approve the utility rate ordinance. During this year's rate setting process, the Board of Public Utilities (BPU) approved an increase of 2% for the various components of the sewer utility rate. There were no increases proposed for the water or electric rates for the upcoming fiscal year. The average utility customer will see an increase in their monthly utility bill of less than \$1.00.

Please review the attached Utility Bill Comparison report based on the average residential utility customer.

Regarding the Electric rates, as discussed in last year's rate setting meeting, our contract with American Electric Power (AEP) provides us with competitive pricing per kilowatt hour. However, the contract cannot prevent market forces from impacting the overall cost of power. Over the past several years the City has observed increases in the cost of purchased power from AEP. Staff is pleased to report that although the City was assessed \$192,833 during the annual rate adjustment for 2012, the charges will be offset by a portion of the credit balance on account with AEP from the previous year. Because of prior year rebate and a slight change in the cost of power, staff and the BPU have recommended no increase in electric rates for the upcoming fiscal year.

Please note that the city's cost of power is still quite reasonable, when compared to other communities. Staff has prepared a description of how South Haven's utility costs compare to others in the area. Our residential service is over 26% lower than Consumer's Energy.

#### Recommendation:

Staff recommends that the City Council consider a motion to approve the utility rate ordinance as presented.

#### Support Material:

Utility Rate Setting Ordinance  
Utility Bill Comparison Report  
Proposed Sewer Rates  
2013 Electric Rate Comparisons

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO AMEND RATES FOR THE CITY OF SOUTH HAVEN UTILITIES

The City of South Haven Ordains:

SECTION 1

That Section 86-36 regarding electric rates of the Code of Ordinances for the City of South Haven is hereby amended to read as follows:

**Sec. 86-36. Electric rate structure.**

The following are the electrical charges and rates for electrical service customers:

- (1) *Residential customers.* Basic electric charge: \$5.50/month; power usage rate: \$0.100/kWH; energy optimization surcharge \$0.001612/kWH.
- (2) *Commercial customers.* Basic electric charge: \$6.80/month; power usage rate: \$0.115/kWH; energy optimization surcharge \$0.002126/kWH.
- (3) *Commercial power customers.* Power usage rate: .0563/kWH; demand charge: \$11.95/kw; minimum demand: 15 kw/month; primary metered customers: rebate of two percent of kWH usage; energy optimization surcharge \$0.002126/kWH.
- (4) *Industrial and municipal customers.* First 200 kWH, each .0533/kWH; excess kWH each, .0468/kWH; demand charge: \$11.95/kw; minimum demand: 15 kw/month; primary metered customers: rebate of two percent of kWH usage; energy optimization surcharge \$0.002126/kWH.
- (5) *Unmetered Security/Street Lighting.* 150 Watt Lights - \$9.00/Month. 250 Watt Lights - \$15.00/Month.

The Energy Optimization Surcharge shall terminate on December 31, 2015.

SECTION 2

That subsections 86-71 and 86-72 regarding water rates of the Code of Ordinances for the City of South Haven are hereby amended to read as follows:

**Section 86-71. Standby charge.**

The water standby service fee is based on the size of the water meter used or installed, is the minimum charge, is payable in advance, and is additional to the charge for water use. Such charge is to include the cost of debt service, capital replacement funding, capital improvement and the readiness to serve costs. Such charge is made whether or not the water meter is turned off. Such charges shall be as follows:

	Meter Size Inches	Plant Replacement	City Capital Improvement	Capital Replacement	Ready to Serve	Total
(1)	5/8" or 3/4" meter	\$18.70	\$3.96	\$1.88	\$6.62	\$31.16
(2)	1" meter	\$24.96	\$5.28	\$2.52	\$8.82	\$41.58
(3)	1 1/4" meter	\$35.70	\$7.55	\$3.57	\$12.62	\$59.44
(4)	1 1/2" meter	\$46.48	\$9.83	\$4.67	\$16.42	\$77.40
(5)	2" meter	\$66.40	\$14.06	\$6.66	\$23.47	\$110.59
(6)	3" meter	\$116.40	\$24.59	\$11.67	\$41.08	\$193.74
(7)	4" meter	\$174.36	\$36.90	\$17.54	\$61.62	\$290.42
(8)	6" meter	\$273.94	\$57.96	\$27.54	\$96.82	\$456.26
(9)	8" meter	\$430.55	\$91.20	\$43.23	\$152.20	\$717.18

**Section 86-72. Water usage rate.**

In addition to the standby charge for water, a usage charge is levied which is based solely on the amount of water which is registered on the water meter each billing period. This rate shall be as follows:

- (1) 1st 2,500 cubic feet: \$2.1300 per 100 cubic feet
- (2) Over 2,500 but not over 25,000 cubic feet \$1.9300 per 100 cubic feet
- (3) Over 25,000 cubic feet \$1.8700 per 100 cubic feet

**SECTION 3**

That Sections 86-171 and 86-172 regarding sewer rates of the Code of Ordinances for the City of South Haven are hereby amended to read as follows:

**Section 86-171. Sewer standby service fees.**

The sewer standby service fee is based on the size of the water meter used or installed, is the minimum charge, is payable in advance, and is additional to the charge for sewer use. Such charge is to include the cost of debt service, capital replacement funding, capital improvement and the readiness to serve costs. Such charge is made whether or not the sewer is in use.

	Meter Size (inches)	Debt Service	Capital Replacement	City Capital Improvement	Ready to Serve	Total
(1)	5/8" or 3/4" meter	\$ 5.51	\$ 1.94	\$ 5.90	\$ 8.07	\$ 21.40
(2)	1" meter	\$ 7.34	\$ 2.58	\$ 7.86	\$ 10.78	\$ 28.57
(3)	1 1/4" meter	\$ 10.53	\$ 3.68	\$ 14.68	\$ 15.43	\$ 44.32

(4)	1 1/2" meter	\$ 13.71	\$ 4.79	\$ 20.97	\$ 20.13	\$ 59.61
(5)	2" meter	\$ 19.58	\$ 6.85	\$ 28.75	\$ 28.70	\$ 83.90
(6)	3" meter	\$ 34.27	\$ 12.01	\$ 36.71	\$ 50.22	\$ 133.21
(7)	4" meter	\$ 51.41	\$ 18.01	\$ 55.07	\$ 75.36	\$ 199.85
(8)	6" meter	\$ 80.78	\$ 28.29	\$ 86.53	\$ 118.41	\$ 314.02

**Section 86-172. Sewer usage rate.**

(a) In addition to the standby service charge for sewer, a usage charge is levied which is based solely on the amount of water which is registered on the water meter each billing period. This rate is \$2.5800 per 100 cubic feet of water metered.

(b) The sewer usage volume charge for single-family and duplex residential structures for utility bills dated June 1 through September 30 will be based on the average monthly water use billed for the five month period from the November water meter readings through the April water meter readings with a minimum volume charge of 1000 cubic feet per month. If a month's metered water use is less than the above referenced sewer usage volume calculation, that month's sewer usage volume charge will be based on the metered water use. For new connections with no history of usage, the minimum billing will apply.

SECTION 4

If any portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION 5

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

SECTION 4

This ordinance shall take effect ten (10) days after its adoption or upon its publication in the *South Haven Tribune*, whichever occurs later.

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 3rd day of June, 2013.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 17<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
Robert G. Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren County, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the 17<sup>th</sup> day of June, 2013; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the \_\_\_\_ day of June, 2013.

\_\_\_\_\_  
Amanda Morgan, City Clerk

Ordinance No. \_\_\_\_

Residential Utility Bill Comparison  
 PROPOSED RATES EFFECTIVE JULY 1, 2013

5/14/2013

Monthly Usage in Cu. Ft.	1000	
Current Water Rate per 100 Cu. Ft.	2.13	
Proposed Water Rate per 100 Cu. Ft.	2.13	
Current Sewer Rate per 100 Cu. Ft.	2.53	
Proposed Sewer Rate per 100 Cu. Ft.	2.58	2%
Water Meter Size	5/8"-3/4"	
Monthly Electric Usage - KWH	750	
Current Rate per KWH	0.100	
Proposed Rate per KWH	0.100	

<u>City Customers</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	<u>Percent Change</u>
Water Usage	21.30	21.30	-	0.0%
Water Capital Replacement	1.88	1.88	-	0.0%
Water Ready-To-Serve	6.62	6.62	-	0.0%
Water Capital Improvement	3.96	3.96	-	0.0%
Water Plant Debt Service	18.70	18.70	-	0.0%
Sewer Usage	25.30	25.81	0.51	2.0%
Sewer Capital Replacement	1.90	1.94	0.04	2.0%
Sewer Ready-To-Serve	7.91	8.07	0.16	2.0%
Sewer Debt Service	5.40	5.51	0.11	2.0%
Sewer Capital Improvement	5.13	5.23	0.10	2.0%
Electric Usage	75.00	75.00	-	0.0%
Basic Electric Charge	5.50	5.50	-	0.0%
<b>Total Utility Bill</b>	<b>178.60</b>	<b>179.51</b>	<b>\$ 0.91</b>	<b>0.5%</b>
Total Water Bill	52.46	52.46	-	0.0%
Total Sewer Bill	45.64	46.55	0.91	2.0%
Total Electric Bill	80.50	80.50	-	0.0%

<u>South Haven Township</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	<u>Percent Change</u>
Water Usage	21.30	21.30	-	0.0%
Water Capital Replacement	1.88	1.88	-	0.0%
Water Ready-To-Serve	6.62	6.62	-	0.0%
Water Plant Debt Service	18.70	18.70	-	0.0%
Water Authority Debt Service	13.00	13.00	-	0.0%
Sewer Usage	25.30	25.81	0.51	2.0%
Sewer Capital Replacement	1.90	1.94	0.04	2.0%
Sewer Ready-To-Serve	7.91	8.07	0.16	2.0%
Sewer Authority Debt Service	18.00	18.00	-	0.0%
Electric Usage	75.00	75.00	-	0.0%
Basic Electric Charge	5.50	5.50	-	0.0%
<b>Total Utility Bill</b>	<b>195.11</b>	<b>195.81</b>	<b>\$ 0.70</b>	<b>0.4%</b>
Total Water Bill	61.50	61.50	-	0.0%
Total Sewer Bill	53.11	53.81	0.70	1.3%
Total Electric Bill	80.50	80.50	-	0.0%

<u>Casco Township</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	<u>Percent Change</u>
Water Usage	21.30	21.30	-	0.0%
Water Capital Replacement	1.88	1.88	-	0.0%
Water Ready-To-Serve	6.62	6.62	-	0.0%
Water Plant Debt Service	18.70	18.70	-	0.0%
Water Authority Debt Service	24.00	24.00	-	0.0%
Sewer Usage	25.30	25.81	0.51	2.0%
Sewer Capital Replacement	1.90	1.94	0.04	2.0%
Sewer Ready-To-Serve	7.91	8.07	0.16	2.0%
Sewer Authority Debt Service	36.00	36.00	-	0.0%
<b>Total Utility Bill</b>	<b>143.61</b>	<b>144.31</b>	<b>\$ 0.70</b>	<b>0.5%</b>
Total Water Bill	72.50	72.50	-	0.0%
Total Sewer Bill	71.11	71.81	0.70	1.0%

<u>Covert Township</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	<u>Percent Change</u>
Water Usage	21.30	21.30	-	0.0%
Water Capital Replacement	1.88	1.88	-	0.0%
Water Ready-To-Serve	6.62	6.62	-	0.0%
Water Plant Debt Service	18.70	18.70	-	0.0%
<b>Total Covert Utility Bill</b>	<b>48.50</b>	<b>48.50</b>	<b>\$ -</b>	<b>0.0%</b>

<u>Geneva Township</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	<u>Percent Change</u>
Electric Usage	75.00	75.00	-	0.0%
Basic Electric Charge	5.50	5.50	-	0.0%
<b>Total Utility Bill</b>	<b>80.50</b>	<b>80.50</b>	<b>\$ -</b>	<b>0.0%</b>

CITY OF SOUTH HAVEN  
PROPOSED SEWER RATES  
FOR FY 2014

**SEWER STANDBY RATES**

Meter Size (Inches)	Current	<i>Proposed</i>	Current	<i>Proposed</i>	Current	<i>Proposed</i>	Current	<i>Proposed</i>	Current	<i>Proposed</i>	DIFFERENCE
	Debt Service	<i>Debt Service</i>	Capital Repl	<i>Capital Repl</i>	Capital Impr	<i>Capital Impr</i>	R T S	<i>R T S</i>	Total	<i>Total</i> 2.00%	
		1.02		1.02		1.02		1.02			
5/8" - 3/4"	5.40	<b>5.51</b>	1.90	<b>1.94</b>	5.78	<b>5.90</b>	7.91	<b>8.07</b>	20.99	<b>21.41</b>	\$ 0.43
1"	7.20	<b>7.34</b>	2.53	<b>2.58</b>	7.71	<b>7.86</b>	10.57	<b>10.78</b>	28.01	<b>28.57</b>	\$ 0.56
1 1/4"	10.32	<b>10.53</b>	3.61	<b>3.68</b>	14.39	<b>14.68</b>	15.13	<b>15.43</b>	43.45	<b>44.32</b>	\$ 0.87
1 1/2"	13.44	<b>13.71</b>	4.70	<b>4.79</b>	20.56	<b>20.97</b>	19.74	<b>20.13</b>	58.44	<b>59.61</b>	\$ 1.17
2"	19.20	<b>19.58</b>	6.72	<b>6.85</b>	28.19	<b>28.75</b>	28.14	<b>28.70</b>	82.25	<b>83.90</b>	\$ 1.65
3"	33.60	<b>34.27</b>	11.77	<b>12.01</b>	35.99	<b>36.71</b>	49.24	<b>50.22</b>	130.60	<b>133.21</b>	\$ 2.61
4"	50.40	<b>51.41</b>	17.66	<b>18.01</b>	53.99	<b>55.07</b>	73.88	<b>75.36</b>	195.93	<b>199.85</b>	\$ 3.92
6"	79.20	<b>80.78</b>	27.74	<b>28.29</b>	84.83	<b>86.53</b>	116.09	<b>118.41</b>	307.86	<b>314.02</b>	\$ 6.16

	Current	<i>Proposed</i>	
<b>SEWER USAGE RATE</b>	2.53	<b>2.58</b>	per 100 cubic feet

2013 Electric Rate Comparisons.xls

City of South Haven  
Electric Rate Comparison

Investor Owned	KWH	Minimum	USAGE				
			250 KWH	500 KWH	1000 KWH	2000 KWH	
AEP (I&M) Combined		\$ 7.25	31.18	55.03	102.74	198.17	
<b>City of South Haven</b>	<b>0.100</b>	<b>\$ 5.50</b>	<b>30.50</b>	<b>55.50</b>	<b>105.50</b>	<b>205.50</b>	
Edison Sault Electric		\$ 3.40	28.18	52.95	102.50	201.60	
Wisconsin Public Service		\$ 9.00	30.18	51.36	93.72	178.44	
<b>Consumers Energy</b>		<b>\$ 7.52</b>	<b>39.00</b>	<b>70.48</b>	<b>133.45</b>	<b>259.37</b>	1.262141
Northern States Power		\$ 7.75	32.28	56.81	105.87	203.99	
DTE Electric		\$ 9.00	43.97	80.54	160.25	319.95	
Alpena Power		\$ 5.24	39.09	72.95	140.65	276.06	
Upper Peninsula Power - Iron River		\$ 11.00	53.45	95.91	180.81	350.62	
Wisconsin Electric Power		\$ 12.85	48.71	84.57	156.29	299.73	
Upper Peninsula Power		\$ 11.00	57.69	104.37	197.74	384.48	
<b>Cooperatives</b>							
<b>City of South Haven</b>	<b>0.100</b>	<b>\$ 5.50</b>	<b>30.50</b>	<b>55.50</b>	<b>105.50</b>	<b>205.50</b>	
Thumb		\$ 9.00	37.40	65.80	122.59	236.18	
Cloverland		\$ 9.00	38.23	67.45	125.90	242.80	
Midwest Energy		\$ 18.00	47.18	76.36	134.72	251.43	

Memorandum:

Date: May 28, 2013

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Kalamazoo Street Reconstruction Phase 2

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I am pleased to report the engineering department has completed the plans and bidding documents for the second phase of the Kalamazoo Street project. The following report provides a summary of the project including scope, budget and special assessments, schedule, and next steps for authorization.

### Background

Within the last several years, the City of South Haven has experienced a number of sanitary sewer overflow events in the residential area located west of Monroe Boulevard near Lovejoy Avenue. In response to these events, a series of construction projects have been planned in an effort to increase the capacity of the sewer system in this area and substantially reduce the risk of such overflows reoccurring. Once completed, these projects will include a new larger and deeper gravity sewer in Kalamazoo Street from Clinton to Lovejoy, new gravity sewer and forcemain under portions of Monroe Boulevard and Lovejoy, and a new Indian Grove lift station. These projects must begin at Clinton Street and continue upstream toward Lovejoy. The first phase of these projects is now completed and the second phase, now ready for construction, is described in further detail below.

### Phase 2 Project Scope

This project will be a complete reconstruction of Kalamazoo Street from Lyon Street to Elkenburg Street. The work on Kalamazoo Street will include all new sanitary sewer, storm sewer, watermain, curb & gutter, driveway approaches, and asphalt pavement. The existing sidewalks will remain, but broken or uneven pieces will be replaced. The existing sidewalks will also be upgraded with new ADA compliant curb ramps at each crosswalk.

### Phase 2 Project Budget and Special Assessments

This project was planned in the upcoming FY2014 budget. With design work now completed and bids in hand, the cost estimate has been refined with a summary provided below:

	Budget Amount	Total Project Cost
Water Fund	\$272,000	\$229,033
Sewer Fund	\$192,000	\$148,150
Street Fund	\$488,000	\$554,401
Total	\$952,000	\$925,584

We have prepared the necessary documents for the City Council to approve special assessments in keeping with similar past projects. The most recent similar projects have been Kalamazoo Street Phase1 in 2012, South Haven Place in 2009 and Superior Street in 2008. Each of these projects was funded in part through special assessments in the amount of 25% of the water and sewer cost. Based on that practice, the special assessments for this project would be \$2,313.15 for water plus \$1,320.48 for sewer, or a total of \$3,633.63 for most<sup>(1)</sup> properties.

## Schedule

This project is scheduled for construction from July 9 through October 18, 2013, pending the necessary City Council approvals.

## Approval Process

Chapter 72 of the Code of Ordinances outlines a process by which the City Council may levy special assessments for public improvements. This process requires two public hearings and a series of resolutions. If the City Council wishes to proceed with the project as described above, the approval process would include the following steps:

### June 3<sup>rd</sup> Regular City Council Meeting

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

### June 17<sup>th</sup> Regular City Council Meeting

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

### July 1st Regular City Council Meeting

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

If the City Council approves the project as outlined above, the engineering department is prepared to oversee project and administer the construction contract. Feel free to let me know if there are any questions.

(1) Corner lots may be connected to one, both, or neither utility. Properties not connected to the new utility line will be not be assessed. Vacant lots will not be assessed.

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION 2013-34

KALAMAZOO STREET RECONSTRUCTION PHASE 2 PROJECT

DETERMINATION TO MAKE PUBLIC IMPROVEMENTS; APPROVAL OF PLANS AND  
ESTIMATE OF COST, FINAL DETERMINATION OF  
SPECIAL ASSESSMENT DISTRICT

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 \_\_\_\_\_, 2013, at 7:00 p.m. local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the City Council, pursuant to Ordinance No. 833A, as amended by Ordinance 853, of the City of South Haven (the "City") has resolved its intention to proceed to make the public improvements described in Exhibit A hereto (the "Public Improvements"); and

WHEREAS, after notice duly given by publication on June 9, 2013 in the Herald Palladium, by publication on June 9, 2013 in the South Haven Tribune and by first class mail on June 5, 2013, the City Council heard and considered objections to the proposed Public Improvements, to the Special Assessment District which has been tentatively designated, and to all other matters relating to the Public Improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City Council hereby determines that it is necessary and in the best interest of the City to make the Public Improvements described on Exhibit A hereto.
2. That the special assessment district known as the "Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District" is hereby finally determined to consist of the parcels tentatively designated by Resolution 2013-33 of June 3, 2013.
3. That the plans for the Public Improvements and the costs in the amount of nine hundred twenty-five thousand, five hundred eighty-three dollars and seventy-nine cents (\$925,583.79) are hereby approved.
4. That of said total cost, a sum in the amount of eighty four thousand, eight hundred ninety-three dollars and ninety-seven cents (\$84,893.97) shall be paid by special assessments assessed within the special assessment district against the property within the special assessment district benefited by the proposed Public Improvements

5. That the City Assessor is hereby directed to prepare a special assessment roll upon which shall be entered and described all properties to be assessed, the names of the respective owners thereof, if known, and the total amount to be assessed against each property, which amount shall be the relative portion of the whole sum to be levied against all property in the special assessment district as the benefit to the property bears to the total benefit to all properties in the special assessment district.
6. That when the City Assessor has completed the assessment roll substantially in the form of Exhibit B attached hereto, he shall certify that the roll was made pursuant to resolution of this City Council and that in making the assessment roll he, according to his best judgment, conformed in all respects to the directions contained in such resolution and the statutes of the State of Michigan.
7. That said special assessment roll, as made and certified by the City Assessor, shall be reported to the City Council and shall be filed in the office of the City Clerk.
8. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

RECORD OF VOTE:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 17<sup>th</sup> day of June, 2013, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 et seq).

\_\_\_\_\_  
Amanda Morgan, City Clerk

EXHIBIT A

DESCRIPTION OF PUBLIC IMPROVEMENTS

Kalamazoo Street Reconstruction Phase 2 Project

Reconstruction of street and underground utilities: including but not limited to;

Reconstruction of the water distribution system, including but not limited to installation of new water mains and services within the right of way, and removal of existing water mains and services with the right of way, and related improvements;

Reconstruction of the wastewater collection system, including but not limited to the installation of new sewer mains and services within the right of way and removal of existing sewer mains and services within the right of way, and related improvements;

Street reconstruction, including but not limited to storm sewer and drainage improvements, removal of existing roadway materials, installation of new sand subbase, gravel base, bituminous pavement, concrete curb and gutter, concrete driveway approaches, concrete curb ramps for barrier free access to existing sidewalks, and miscellaneous repairs to existing sidewalks, and related improvements.

The public improvements will be made on Kalamazoo Street from Lyon Street to Elkenburg Street

The Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District consists of property located in the City of South Haven, Van Buren County, Michigan, as shown on the following map.

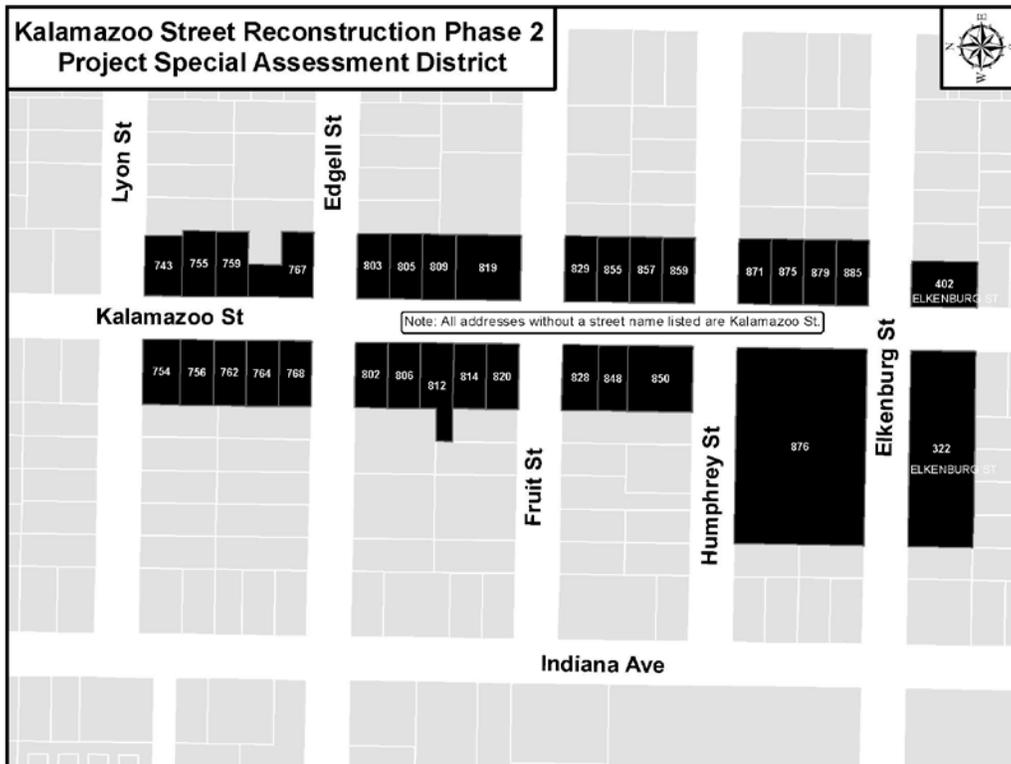


EXHIBIT B

FORM OF SPECIAL ASSESSMENT ROLL

TITLE OF PROJECT  
SPECIAL ASSESSMENT

PARCEL NUMBER

OWNER

ASSESSMENT

ASSESSORS CERTIFICATE

I, Connie Phillips, Deputy City Assessor of the City of South Haven, hereby state that the attached Special Assessment Roll was made pursuant to a resolution of the City Council adopted on \_\_\_\_\_, and in making such Special Assessment Roll, I have according to my best judgment, conformed in all respects to the directions contained in such resolution and the statutes of the State of Michigan.

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy City Assessor  
City of South Haven

CERTIFICATE OF CONFIRMATION

I, Amanda Morgan, City Clerk of the City of South Haven, certify that the above Special Assessment Roll was confirmed on \_\_\_\_\_ by resolution of the City Council of the City of South Haven.

Date: \_\_\_\_\_

\_\_\_\_\_  
Amanda Morgan, City Clerk  
City of South Haven

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION 2013-35

KALAMAZOO STREET RECONSTRUCTION PHASE 2 PROJECT

SPECIAL ASSESSMENT ROLL 2013-01; NOTICE OF PUBLIC HEARING

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 17, 2013, at 7:00 p.m. local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, the Home Rule Cities Act, Act No. 279 of the Public Acts of Michigan of 1909, as amended (the "Act"), and Ordinance No. 833A, as amended by Ordinance 853, of the City of South Haven (the "City") provides the authority and the procedures by which the City may establish a special assessment district and impose special assessments against the property for the cost of acquisition and construction of certain public improvements; and

WHEREAS, the City Council has ordered the City Assessor to prepare the Kalamazoo Street Reconstruction Phase 2 Project Special Assessment Roll for the purpose of defraying the Special Assessment District's share of the cost of the Kalamazoo Street Reconstruction Phase 2 Project; and

WHEREAS, the City Assessor has presented Special Assessment Roll 2013-01 to the City Clerk; and

WHEREAS, the City Clerk has presented Special Assessment Roll 2013-01 to the City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That said Special Assessment Roll 2013-01 shall be filed in the office of the City Clerk.
2. That the City Council shall hold a public hearing on July 1, 2013, at 7:00 p.m. at the City Hall to hear and consider objections to the proposed Special Assessment Roll 2013-01.
3. That the City Clerk shall cause to be published a notice of the public hearing in a newspaper of general circulation within the City, at least ten (10) days prior to the public hearing. Proofs of publication of such notice shall be filed with the City Clerk.
4. That the City Clerk, at least ten (10) days prior to the date of the public hearing shall send a notice of the public hearing by first class mail addressed to each record owner of, or party in interest, of each property to be assessed, at the address shown for such owner or party in interest upon the last city tax assessment records, as supplemented by

any subsequent changes in the names or addresses of the owners or parties listed therein.

5. That form of the notice of the public hearing shall be substantially as set forth in Exhibit A hereto.
6. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

RECORD OF VOTE:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 16<sup>th</sup> day of July, 2012, 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

CITY OF SOUTH HAVEN  
NOTICE OF PUBLIC HEARING

KALAMAZOO STREET RECONSTRUCTION PHASE 2 PROJECT  
SPECIAL ASSESSMENT

SPECIAL ASSESSMENT ROLL NO. 2013-01

This notice is issued pursuant to City of South Haven Ordinance No. 833A, as amended by Ordinance No. 853, and Act 162, PA 1962.

The South Haven City Council has resolved to make certain public improvements consisting of the following project located in the City of South Haven:

Reconstruction of street and underground utilities: including but not limited to;

Reconstruction of the water distribution system, including but not limited to installation of new water mains and services within the right of way, and removal of existing water mains and services with the right of way, and related improvements;

Reconstruction of the wastewater collection system, including but not limited to the installation of new sewer mains and services within the right of way and removal of existing sewer mains and services within the right of way, and related improvements;

Street reconstruction, including but not limited to storm sewer and drainage improvements, removal of existing roadway materials, installation of new sand subbase, gravel base, bituminous pavement, concrete curb and gutter, concrete driveway approaches, concrete curb ramps for barrier free access to existing sidewalks, and miscellaneous repairs to existing sidewalks, and related improvements.

The public improvements will be made on Kalamazoo Street from Lyon Street to Elkenburg Street.

The City has made its final determination of the Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District to consist of the following properties within the City of South Haven, Michigan.

<u>Parcel Number</u>	<u>Street Address</u>	<u>Parcel Number</u>	<u>Street Address</u>
80-53-200-001-00	322 ELKENBURG ST	80-53-146-003-00	812 KALAMAZOO ST
80-53-130-007-00	402 ELKENBURG ST	80-53-146-019-00	814 KALAMAZOO ST
80-53-144-008-01	743 KALAMAZOO ST	80-53-145-012-01	819 KALAMAZOO ST
80-53-143-001-00	754 KALAMAZOO ST	80-53-146-020-00	820 KALAMAZOO ST
80-53-144-009-00	755 KALAMAZOO ST	80-53-147-001-00	828 KALAMAZOO ST
80-53-143-002-00	756 KALAMAZOO ST	80-53-148-007-00	829 KALAMAZOO ST
80-53-144-010-00	759 KALAMAZOO ST	80-53-147-002-00	848 KALAMAZOO ST
80-53-143-003-00	762 KALAMAZOO ST	80-53-147-017-00	850 KALAMAZOO ST
80-53-143-019-00	764 KALAMAZOO ST	80-53-148-008-00	855 KALAMAZOO ST
80-53-144-012-00	767 KALAMAZOO ST	80-53-148-009-00	857 KALAMAZOO ST
80-53-143-020-00	768 KALAMAZOO ST	80-53-148-010-00	859 KALAMAZOO ST

80-53-146-001-00	802 KALAMAZOO ST	80-53-149-007-00	871 KALAMAZOO ST
80-53-145-008-00	803 KALAMAZOO ST	80-53-149-008-00	875 KALAMAZOO ST
80-53-145-009-00	805 KALAMAZOO ST	80-53-150-001-00	876 KALAMAZOO ST
80-53-146-002-00	806 KALAMAZOO ST	80-53-149-009-00	879 KALAMAZOO ST
80-53-145-010-00	809 KALAMAZOO ST	80-53-149-010-10	885 KALAMAZOO ST

The City Assessor has certified Special Assessment Roll 2013-01 Kalamazoo Street Reconstruction Phase 2 Project, which roll sets forth the relative portion of the cost of the public improvements which is to be specially assessed against each benefited properties within the Special Assessment District.

On July 1, 2013 at 7:00 p.m. local time, at South Haven City Hall, 539 Phoenix Street, the South Haven City Council will conduct a public hearing in regard to Special Assessment Roll No. 2013-01, Kalamazoo Street Reconstruction Phase 2 Project.

An owner of property within the Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District as established by the South Haven City Council on June 17, 2013, or a party in interest, or an agent, may appear in person to protest the special assessment. If you do not wish to appear in person, you may file a written appearance or protest by letter. Protests by letter should be addressed to the South Haven City Clerk and should be identified as a protest against Special Assessment Roll 2013-01 Kalamazoo Street Reconstruction Phase 2 Project. The City Clerk shall maintain a record of those who protest the special assessment. If the hearing is concluded or adjourned before you are provided an opportunity to be heard, you will be considered to have protested the special assessment if you have signed the protest list.

Appearance and protest at the public hearing, either in person or in writing, is required in order to further appeal the special assessment against your property to the Michigan Tax Tribunal. A written appeal may be filed with the Michigan Tax Tribunal within 30 days after confirmation of the special assessment roll. The address for the Michigan Tax Tribunal is 1033 S. Washington Ave., P.O. Box 302442, Lansing, MI 48909.

The special assessment district, the improvements to be carried out within the district, project plans, and cost estimates and Special Assessment Roll No. 2013-01 are available for inspection at City Hall during normal business hours.

# Memo

To: Brian Dissette  
City Manager

From: Brandy Gildea  
Parks and Recreation Supervisor

Date: June 12, 2013

Re: 4<sup>th</sup> of July Parade  
Special Event 2013 -21

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This special event is ready for City Council's approval. This year the South Haven Rotary Club and Kiwanis Club are sponsoring the parade which is scheduled for Thursday, July 4<sup>th</sup>, 2013. The streets will need to be closed by 10:30 a.m. with the parade stepping off at 11:00 a.m. The parade route is identified on the event application.

Proof of insurance has already been provided.

FOR OFFICE USE ONLY

Special Event # \_\_\_\_\_

Date Received \_\_\_\_\_

# 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.

AWW  
Initial

6-30-13  
Date

### CONTACT INFORMATION

Event Title: 4th of July parade

Sponsoring Organization: Rotary & Kiwanis Clubs

Applicants Name: Larry Wittkop

Telephone #: 637-5890 Phone # During Event: 269-214-7521

E-mail Address: Wittsend@i2k.com

### Other contacts for/during event

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### EVENT SPECIFIC INFORMATION

Event Location: Parade route - Kalamazoo - Phoenix - Broadway - Center

Date(s) Requested: July 4, 2013 Alternative Date(s): \_\_\_\_\_

Start Time: 11am - 1pm End Time: 1pm

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

Number of people expected to attend: 5000 +

### EVENT DESCRIPTION

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

Annual parade that includes floats  
bands, cars, fire trucks and more

**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 during parade - and brief time before  
Phoenix and sections of Broadway require police assistance

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

Event Command Post. Mark location on maps. High School

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

Portable toilet facilities. Mark locations on maps. How many? 2 at High School  
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 within the city's noise ordinance. Noise Ordinance Sec. 30-28. City Noise Ordinance will be enforced. If you have any questions about the noise ordinance please contact the local police department 269-637-5151.

1 marching Band - Casco RANA "  
sound systems on floats  
Date: July 4 Time: 11am - 1pm  
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: at intersections - major  
\_\_\_\_\_

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

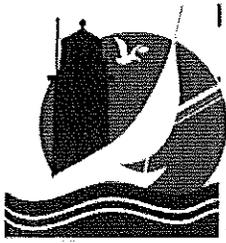
The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising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

  
Applicants Signature

5-27-13  
Date

Please return to:  
Parks and Recreation Supervisor  
Department of Public Works  
City of South Haven  
1199 8<sup>th</sup> 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.



Department of Public Works  
 DPW Building • 1199 8<sup>th</sup> Ave. • South Haven, Michigan 49090  
 Telephone (269) 637-0737 • Fax (269) 637-4778

### Cones and Barricades Request Form

Requester's Name Rotary Club of South Haven  
 Date Requested 5-30-13 / 4th of July  
 Organization/Committee Rotary Club - Larry Wittkop  
 Mailing Address 92 Michigan Ave  
South Haven, MI  
 Office/Main Phone 269-637-5890  
 Cell Phone 269-214-7521

EVENT: 4th of July Parade DATE of EVENT: 7-4-13

CONES	Quantity	Who will pick up cones (Please Print Legibly)	Cell Phone	Pick Up Date/Time	Return Date/Time
	300				7-3-13 AM PM

Please note: Street cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

BARRICADES	Quantity	Drop Off Location (Please Print Legibly)	Contact Person	Drop Off Date/Time	Pick Up Date/Time
			Cell Phone		
				AM PM	AM PM

Please note: Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Borrower's Signature: \_\_\_\_\_

Authorized by: \_\_\_\_\_

---

In reference to the request from the city to close the parade route, please use the following request for the appropriate cones and barricades to effectively close the route.

2 barricades at the following intersections:

Kalamazoo @ Elkenburg  
Kalamazoo @ Superior  
Kalamazoo @ Erie  
Kalamazoo @ Michigan  
Kalamazoo @ Huron  
Kalamazoo @ Eagle  
Kalamazoo @ Phoenix  
Center @ Huron  
Center @ Michigan  
Center @ Elkenburg

4 barricades at the following intersections:

Phoenix @ Center  
Broadway @ Huron

6 barricades at the following intersection:

Broadway @ Phoenix

Total number barricades requested to close route: 34

Total number of cones needed to close route: 350





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies, LLC	
	PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com	
INSURED All Active US Rotary Clubs & Districts Attn: Risk Management Division 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	N	PMI G23861355 004	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	PMI G23861355 004	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	M00534092 004	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER CANCELLATION

FOURTH OF JULY PARADE - 7/4/13  CITY OF SOUTH HAVEN 539 PHOENIX ST SOUTH HAVEN, MI 49090	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## Agenda Item 10

### AI-Van Humane Society Contract

#### Background Information:

The City Council will be asked to consider approval of a contract for service with the AI-Van Humane Society for stray animal services within the City of South Haven.

Since 1968, the AI-Van Humane Society has operated as a non-profit animal welfare organization. The City of South Haven has traditionally made an annual contribution to the organization. Most recently the city has contributed \$7,000 annually to the AI-Van Humane Society, to assist with the shelter's services.

As part of a recent audit process, the City's auditor recommended that the City of South Haven take steps to develop contracts for service with any outside agency which the City provides regular funding to. As a result, the City's staff has worked with representatives from the AI-Van Humane Society to develop a contract for service. The contract for service does not seek to alter the annual budgeted expense to AI-Van, but does seek to illustrate the agreement between AI-Van and the City of South Haven.

If approved, the agreement will provide 5 years of recreation services from AI-Van Humane Society to the City of South Haven, with an annual expense of \$7,000 per year.

#### Recommendation:

The City Council should consider a motion to approve a contract for service with AI-Van Humane Society for stray animal services with the City of South Haven.

#### Support Material:

AI-Van Contract for Service

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made as of June \_\_, 2013, between the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, Michigan 49090 (the "City"), and Al-Van Humane Society, Inc., a Michigan non-profit corporation, whose principal business address is 73303 8<sup>th</sup> Avenue, South Haven, Michigan 49090 ("Al-Van").

### RECITALS

- A. The City seeks a qualified entity to secure dogs and cats (herein otherwise referenced as animals) which are stray or which are determined to be in violation of City Code.
- B. Al-Van has the experience and expertise the City is seeking and has submitted a proposal to provide such services.
- C. Al-Van is willing to contract with the City as an independent contractor to provide animal containment services in accordance with the terms and conditions of this Agreement.

### TERMS AND CONDITIONS

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

1. Independent Contractor. At all times during the performance of any services under this Agreement, Al-Van (defined for purposes of this Agreement to include Al-Van's officers, employees, consultants, contractors and agents) shall be acting and discharging its duties and responsibilities as an independent contractor. Al-Van agrees and acknowledges that it is not an employee, agent of, or a partner, or joint venture with the City. Al-Van shall be solely responsible for all federal, state and local taxes due on all compensation paid to it by the City under this Agreement. Al-Van acknowledges that its arrangement with the City under this Agreement is contractual and is terminable at will by either party.
2. Duties and Responsibilities. In accordance with the City's generally accepted operating practices and policies and under the direct supervision and direction of the City Manager, the parties agree that Al-Van shall assist the City's Police Department by taking in animals which are in violation of the City Code or are otherwise deemed a hazard to the public, including the following duties:
  - a. Al-Van will receive stray and surrendered dogs and cats brought to Al-Van by City residents during normal shelter operating hours and will provide shelter for those animals.
  - b. Al-Van will provide storage and disposal services for deceased animals as needed.
  - c. Through established procedures, the shelter facility will be accessible to the City's Police Department at all times.
  - d. Al-Van is not equipped or staffed to accept and care for known aggressive animals and cannot be expected to do so.
3. Compliance with Laws. Al-Van shall fulfill its duties and responsibilities under this Agreement in an efficient and conscientious manner in compliance with applicable laws, rules, regulations, ordinances, orders, permits, and licenses required by any governmental agency of competent jurisdiction. In addition, Al-Van shall be responsible for obtaining and maintaining all required licenses and other approvals relating to its responsibilities under this Agreement.
4. Schedule. This Agreement specifies the services to be performed by Al-Van. Al-Van is free to determine and arrange the time and manner of performance of such services within the overall schedules established by the City Manager.

5. Supplies and Equipment. Al-Van at its sole expense shall provide all equipment and supplies necessary to perform its duties and responsibilities under this Agreement.

6. Vehicle. Al-Van shall be responsible for providing its own vehicle(s) and shall not be reimbursed for mileage or other vehicle related expenses.

7. Compensation.

a. The City shall pay Al-Van an annual fee of \$7,000.00 for services provided by Al-Van under this Agreement. Al-Van has the right to seek increases in funding if its costs substantially increase during the term of this contract.

b. Al-Van shall not receive insurance coverage, pension benefits, paid holidays, vacation pay, sick leave, or any other benefits provided to employees of the City. Al-Van agrees it is not eligible for such benefits.

c. Al-Van shall be responsible for all costs or expenses incurred in the performance of its responsibilities under this Agreement unless the payment of such cost or expense received prior approval by the City Manager.

8. Term and Termination.

a. This Agreement shall commence on the date first stated above.

b. This Agreement shall terminate on December 31, 2017.

c. This Agreement may be terminated by the City or Al-Van upon 30 days written notice.

d. Upon termination of this Agreement, neither party shall have any further obligations, except for: (i) obligations occurring prior to the date of termination, and (ii) obligations or promises made in this Agreement which are expressly made to extend beyond the term of this Agreement. Upon receiving the City's notice of termination Al-Van shall immediately discontinue all services (unless the notice directs otherwise).

9. Work Product All reports, work sheets, plans, tables, supportive data, documents, and other materials, whether produced or stored on paper, electronically or otherwise, which are produced by Al-Van in the course of and for the purpose of performing services for the City according to this Agreement shall be made available for review and copying, if required, by an authorized agent of the City. Al-Van shall not be restricted in the disclosure of its work product to any third party with the exception of specific products as noted in an approved addendum to this agreement. The requirements of this paragraph shall survive the expiration or termination of this Agreement.

10. Indemnification. To the extent permitted by law, Al-Van shall indemnify the City (defined for purposes of this paragraph to include the City's officers and employees) and hold the City harmless, from any demand, claim, judgment, award, legal proceeding, or loss of any kind arising from or pursuant to this Agreement, except where caused by negligence or wrongdoing of the City. The requirements of this paragraph shall survive the expiration or termination of this Agreement for a period of 3 years.

11. Insurance. The City shall not be required to obtain or maintain any insurance covering Al-Van Humane Society, Inc. Al-Van Humane Society, Inc. shall obtain and maintain all necessary and appropriate insurance policies covering its negligent and wrongful acts, including the following:

a. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.

- c. Commercial General Liability Insurance shall include an endorsement stating that the following shall be Additional Insured: The City of South Haven, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- d. Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, Ten (10) days for non-payment of premium, shall be sent to: Roger Huff, City of South Haven, 539 Phoenix St, South Haven, MI 49090.

Al-Van Humane Society, Inc. shall provide copies of all insurance policies upon the City's request, together with copies of certificates of insurance showing the premiums to be fully paid.

12. Assignment Prohibited. Al-Van may not assign this Agreement or its rights, privileges, duties, or obligations without the City’s prior written approval.

13. Interpretation. This is the entire agreement between the parties as to its subject matter. This Agreement may not be modified except in writing signed by the parties. Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Agreement, but the recitals are an integral part of this Agreement. This Agreement shall be construed as if it were mutually drafted.

14. Governing Law. To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Van Buren County, Michigan.

15. Notice. 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

Al-Van Humane Society, Inc.

By: \_\_\_\_\_  
Robert Burr, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amanda Morgan, Clerk

Its:



## Agenda Item 11

### BEI International IFT Request

#### Background Information:

The City Council will be asked to consider setting a public hearing regarding an Industrial Facilities Tax Exemption Certificate for BEI International, LLC, located at 1375 Kalamazoo Street.

The tax exemption request, which totals \$11,132, is for personal property acquired by the company. The applicant notes that the company anticipates retaining 2 existing jobs at their facility as a result of the project.

BEI International was founded in the City of South Haven in 1959. BEI International features a range of standard and custom designed harvesting equipment for farm applications. The company currently employs 23 full time and 2 temporary staff members.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for BEI International is \$579 over the 12 year life of agreement if all machinery is included in the certificate. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

#### Recommendation:

The City Council should consider approval of Resolution 2013-36: A Resolution setting a public hearing date of July 1, 2013 for consideration of an application for an Industrial Facilities Exemption Certificate requested by BEI International, LLC.

#### Support Material:

Resolution 2013-36  
Staff report: BEI International

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-36

A RESOLUTION SETTING A PUBLIC HEARING DATE  
FOR CONSIDERATION OF AN APPLICATION FOR AN  
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE REQUESTED BY  
BEI INTERNATIONAL

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on June 17, 2013 at 7:00 p.m. local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, on May 31, 2013, the City of South Haven received an application from BEI International, 1375 Kalamazoo Street, South Haven MI 49090 for issuance of an Industrial Facilities Exemption Certificate pursuant to Act 198, Public Acts of 1974, as amended, the Plant Rehabilitation and Industrial Development Districts Act, for an industrial development project located at 1375 Kalamazoo Street; and

WHEREAS, an Industrial Development District, known as Industrial Development District No. 94-01, within which the project is located has previously been established by the City of South Haven; and

WHEREAS, the City is required to schedule, provide notice of, and conduct a public hearing for consideration of the application:

BE IT THEREFORE RESOLVED, that a public hearing for consideration of the application for an Industrial Development Exemption Certificate submitted by BEI International on May 31, 2013, shall be conducted by the City Council on July 1, 2013 during the regular City Council meeting which begins at 7:00 p.m. local time in the City Council Chambers at 539 Phoenix Street in the City of South Haven; and

BE IT FURTHER RESOLVED, that proper notice of the public hearing shall be issued; and

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded; and

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 17<sup>th</sup> day of June, 2013, 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

**MEMORANDUM**

**DATE:** June 3, 2013

**TO:** Brian Dissette, City Manager

**FROM:** Connie Phillips-Thompson, Deputy Assessor

**SUBJECT:** Resolution to set a Public Hearing for an Industrial Facilities Tax Exemption Application for BEI International

BEI International has filed an application for an Industrial Facilities Tax Exemption Certificate on May 31, 2013 with a location of 1375 Kalamazoo Street. The application listed the acquisition and installation machinery and equipment at an estimated cost of \$11,132.

BEI International expects to retain 2 jobs within 2 years of completion as a result of this project.

The estimated 12 year tax savings is \$579



## Agenda Item 12

### TPOAM Union Contract

#### Background Information:

The City Council will be asked to consider authorizing the approval of a union contract with the Technical, Professional, and Office Workers Association of Michigan (TPOAM) workers at the City's Department of Public Works and City Hall. The overall percentage increase for the agreement is estimated to be 5.3% over the life of the contract, or an average of 1.77% per year for each year of the agreement.

The bulk of the staff at the Department of Public Works and some of the staff at City Hall are members of the TPOAM. The TPOAM have tentatively ratified their union contracts. The current agreements will expire on June 30, 2013. Provisions regarding hospitalization insurance, pension, and percent pay increase are the same for both contracts. Highlights of the contracts are:

- The term of the contracts will be three (3) years. The current contract is also a three year agreement.
- A provision was added to the contract for a cost share for health insurance that complies with P.A. 152. Employees will pay the lesser of the amount above the State established public employer hard cap or twenty percent (20%) of the cost of health insurance. Employees currently pay 15% of the cost of their health insurance.
- Members of the TPOAM bargaining unit will be offered the choice of two health insurance plans. The plans offered through Blue Cross Simply Blue will include a high deductible plan with maximum out of pocket costs of \$2,250 for single and \$4,500 for two-person and family with an employee funded H.S.A. and an 80/20 PPO plan with maximum out of pocket costs for annual deductible and co-insurance of \$1,750 for single and \$3,500 for two-person and family coverage.
- A health care savings program (HCSP) will be offered to TPOAM bargaining unit members. The plan will be funded entirely by employee contributions.
- Retiree insurance for future retirees will be eliminated at the end of the contract.
- Pay rate increases are: 0.0% on July 1, 2013; 3% on July 1, 2014 and 3% on July 1, 2015.
- Employees required to be on standby will receive additional pay. Employees on standby for a one week period will receive sixteen (16) hours of pay at their straight time rate of pay, up from twelve (12) hours. Employees on standby for a weekend period will receive eight (8) hours of pay at their straight time rate of pay, up from six (6) hours. The provision to pay additional for more than one instance of standby within a four week period was eliminated.
- Members of the union group will contribute less to their MERS pension. Members currently contribute eleven percent (11%) of their gross wages to their MERS pension

fund. Employee contributions will decrease to eight (8) percent effective, July 1, 2013 or as soon as is reasonably possible after the contract is ratified.

The TPOAM unit includes twenty-seven full-time public works employees, one full-time office worker and two part-time office workers. The overall percentage increase for the agreement is estimated to be 5.3% over the life of the contract, or an average of 1.77% per year for each year of the agreement. Increases to base wages of 6.09% over the life of the contract are partially offset by lower employer contributions to health insurance. The contract has a total value of \$2,162,221 for the TPOAM unit, over the three year term.

The primary goal of the city's management during the bargaining process was to insert language which required health insurance cost share to comply with P.A. 152. The goal was met. As a result, staff recommends the City Council approve the agreement with the TPOAM, and authorize staff to finalize the contract.

Recommendation:

The City Council should consider a motion to approve of the union contract with the Technical, Professional, and Office Workers Association of Michigan (TPOAM) workers at the City's Department of Public Works and City Hall.

Support Material:

TPOAM Labor Cost Estimates

	<u>Current</u>	Union Proposal			City Proposal			Difference		<u>3rd year</u>
		<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>1st year</u>	<u>2nd year</u>	
Wages:										
<b>Total wages</b>	1,373,512	1,442,188	1,499,876	1,544,872	1,373,512	1,414,718	1,457,159	68,676	27,470	(14,971)
% increase		5.00%	4.00%	3.00%	0.00%	3.00%	3.00%	6.09%		
Fringe Benefits:										
FICA/Medicare	105,074	110,327	114,740	118,183	105,074	108,226	111,473	5,254	6,515	6,710
W/C	36,093	37,898	39,414	40,596	36,093	37,176	38,291	1,805	2,238	2,305
SUTA	24,800	24,800	24,800	24,800	24,800	24,800	24,800	-	-	-
MERS Employer Contribution	41,341	138,684	144,231	148,558	105,664	108,834	112,099	33,020	35,397	36,459
Health Insurance	415,204	326,543	337,971	349,800	326,543	337,971	349,800	-	-	-
Health and Dental Opt Out	18,000	18,000	18,000	18,000	18,000	18,000	18,000	-	-	-
Dental Insurance	27,558	30,314	33,346	36,680	30,314	33,346	36,680	-	-	-
Life Insurance	1,698	1,698	1,698	1,698	1,698	1,698	1,698	-	-	-
Short-term Disability	7,228	7,951	8,746	9,621	7,951	8,746	9,621	-	-	-
License Bonus	2,900	2,600	2,600	2,600	2,600	2,600	2,600	-	-	-
<b>Total fringe benefits</b>	679,896	698,815	725,547	750,536	658,736	681,397	705,062	40,078	44,150	45,474
% increase		2.78%	3.83%	3.44%	-3.11%	3.44%	3.47%			
Total Cost of Wages and Fringe Benefits	2,053,408	2,141,003	2,225,422	2,295,408	2,032,249	2,096,115	2,162,221	108,754	71,620	30,503
% increase		4.27%	3.94%	3.14%	-1.03%	3.14%	3.15%	5.30%	1.77%	
Leave Time (\$):										
Vacation		81,746	88,448	95,751	78,632	82,624	87,710	3,114	5,824	8,041
Holidays		66,675	69,342	71,422	64,135	64,776	65,424	2,540	4,566	5,998
Sick/Personal		43,935	45,692	47,063	42,261	42,684	43,111	1,674	3,008	3,952
<b>Total leave time</b>	-	192,356	203,482	214,237	185,028	190,085	196,245	7,328	13,398	17,992
Leave Time (Hours):										
Vacation		3,560	3,680	3,880	3,560	3,680	3,880	-	-	-
Holidays		2,900	2,900	2,900	2,900	2,900	2,900	-	-	-
Sick/Personal		1,938	1,938	1,938	1,938	1,938	1,938	-	-	-
<b>Total leave time</b>	-	8,398	8,518	8,718	8,398	8,518	8,718	-	-	-



## Agenda Item 13

S2 Grant Application; Indian Grove Infrastructure Project; Additional Funding

### Background Information:

The City Council will be asked to consider approval of a resolution which authorizes staff to submit an S2 grant application. The grant application is part of the S2 grant program, administered by the Michigan Department of Environmental Quality (MDEQ) for work related to the Indian Grove Infrastructure project.

The S2 grant program is designed to provide funds for planning, design and user charge systems for potential State Revolving Fund and Strategic Water Quality Initiatives Fund applicants. The grants will cover 90 percent of eligible costs. Recipients are limited to \$1 million in total grant assistance including grant awards under the prior S2 Grant program. On May 31, 2011, a supplemental appropriation bill providing authorization for the S2 Grants was signed by Governor Snyder. S2 Grant applications will be made available September 1, 2011. If approved by the City Council, staff anticipates having the City's S2 grant application submitted to the State of Michigan within the coming days.

The MDEQ originally granted approximately \$400,000 to the City of South Haven to assist with the City's Indian Grove Infrastructure project planning. Since February 2012, the City and Abonmarche have been actively working on sewer system analysis. Since the inception of the project, the study has grown to include additional flow monitoring in Casco Township and South Haven Charter Township. As a result, Abonmarche and MDEQ representatives have contacted the City to announce that additional grant funds may be available to the City, to assist with the additional analysis costs.

The grant application seeks additional funds for the planning and design for the Indian Grove Infrastructure project. Further, the grant application will seek funding for an updated Sanitary Sewer Evaluation Study (SSES.) The SSES will provide an analysis of the City's sanitary sewer system and offer guidance on projects which can limit the amount of inflow and infiltration into the public sewer system. Both projects relate to the City's long term planning and construction plans. The funding request seeks \$139,000 in grant and provides a \$13,900 local match from the City of South Haven. The original project and grant application was reviewed and approved by the City's Board of Public Utilities. Due to time constraints, the Board of Public Utilities has not been consulted on the request for additional funding. The MDEQ has indicated that they have some remaining grant funds available, but the city's application must be submitted in early June, if we are to have a chance at receiving the funds.

Finally, the S2 grant application is included for the City Council's review. Should the City Council wish to proceed with the request for additional grant funds from the MDEQ's S2 program, the Council should consider a motion to approve the following resolution.

Recommendation:

The City Council should consider approval of Resolution 2013-38, a resolution authorizing the City Manager to apply for the S2 grant.

Support Material:

Resolution 2013-38, S2 Grant  
[S2 Grant Application](#)

City \_\_\_\_\_ of \_\_\_\_\_ South Haven  
County of Van Buren and Allegan

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the City Council of the City of South Haven County of Van Buren and Allegan, State of Michigan, (the "Municipality") held on \_\_\_\_\_.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_  
\_\_\_\_\_

Member \_\_\_\_\_ offered and moved the adoption of the following resolution, seconded by Member \_\_\_\_\_.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$125,100.00 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1.     The City Manager     (*title of the designee's position*), a position currently held by     Brian Disette     (*name of the designee*), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.

2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality 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 if any of the following conditions occur:

(a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or

c) the Municipality is unable to, or decides not to, proceed with constructing the project.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS:           Members:

NAYS:           Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the \_\_\_\_\_  
City Council\_\_\_\_\_ of the \_\_\_\_\_City\_\_\_\_\_ of \_\_\_\_\_South Haven\_\_\_\_\_, County of  
\_\_\_\_Van Buren and Allegan\_\_\_\_, said meeting was conducted and public notice of said meeting was given  
pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976,  
and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Name

\_\_\_\_City\_\_\_\_\_ of \_\_\_\_\_South Haven\_\_\_\_\_, Clerk

\_\_\_\_City\_\_\_\_\_ of \_\_\_\_\_South Haven\_\_\_\_\_County of \_\_\_\_\_Van Buren and Allegan\_\_\_\_\_



## Michigan Finance Authority

### STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of \_\_\_\_\_ 20\_\_\_\_, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the \_\_\_\_\_, County of \_\_\_\_\_ ("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.

**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: S2 Grant.**

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

#### GRANTEE INFORMATION:

\_\_\_\_\_  
Name/Title of Authorized Representative  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address  
\_\_\_\_\_  
Federal ID number

#### GRANT INFORMATION:

Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Amount of Grant: \$ \_\_\_\_\_  
Amount of Match \$ \_\_\_\_\_ (10% or more)  
Project Total \$ \_\_\_\_\_ (grant plus match)  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### DEQ REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
E-mail address

#### AUTHORITY REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
Fax number  
\_\_\_\_\_  
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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

MICHIGAN FINANCE AUTHORITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
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 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 understands 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, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

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.

## **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims 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 shall 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 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.

## **XV. CLOSEOUT**

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

## **XVI. CANCELLATION**

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

## **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) The State may terminate a Grant or withhold payment if the recipient 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. If the Grant is terminated, the State may recover all funds awarded.

(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, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(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

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, 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 sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

### **VIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 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 monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(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 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 if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(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 applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% 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 will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) 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.

(8) 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.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(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 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State 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.

SAMPLE

Project No. \_\_\_\_\_

**S2 Grant Program**

**Exhibit A**

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

DEQ Approved Grant Amount: \$ \_\_\_\_\_; \_\_\_\_\_ Dollars

Time Period for Eligible Costs: Start Date \_\_\_\_\_ (month/year)

End Date \_\_\_\_\_ (month/year)

Description of Approved Project Scope:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEQ Approved Project Costs	
1. Planning Costs	\$
2. Revenue System Development Costs	\$
3. Design Engineering Costs	\$
4. Eligible Cost Subtotal	\$
5. LESS ( $\geq 10\%$ ) Local Match	\$
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_