

City Council

Regular Meeting Agenda

Monday, July 1, 2013
7:00 p.m., Council Chambers



1. Call to Order

2. Invocation

- Pastor Ken Kruihoff - Kibbie Christian Reformed Church

3. Roll Call

4. Approval of Agenda

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

(All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. Unless requested by a Council Member or a citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and considered separately.)

- A. Council will be requested to approve the City Council Minutes of June 17, 2013.
- B. Bills totaling \$932,422.36 for the period ending June 30, 2013 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to consider a motion to approve a sign agreement with Harbor Jet Skis.
- D. Council will be asked to consider a motion to approve Resolution 2013-41 adopting the change to the TPOAM ratified contract allowing a MERS decrease.
- E. Council will be asked to consider a motion to approve the professional services agreement with Progressive AE for the BR-196 Traffic Study.
- F. Council will be asked to consider a motion to approve the license agreement for 330 Kalamazoo Street (Phoenix Records and Boutique).
- G. City Council will be asked to consider a motion to approve the license agreement for Monroe Park sign.
- H. City Council will be asked to consider a motion to approve the construction of a dumpster enclosure for Williams Street at a total cost of \$16,878.
- I. City Council will be asked to consider a motion to approve the Bailey Street license agreement.
- J. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) 05-21-13 LHBM minutes
 - 2) 09-14-11 CBA minutes
 - 3) 05-15-13 Airport Authority minutes
 - 4) 05-14-13 SH Memorial Library minutes
 - 5) 05-21-13 Harbor minutes
 - 6) 05-20-13 ZBA minutes
 - 7) 03-25-13 BPU minutes
 - 8) 03-25-13 BPU Workshop minutes

- 9) 05-08-13 DDA minutes
- 10) 06-05-13 DDA Workshop 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.

UNFINISHED BUSINESS

- 6. **City Council will be asked to consider the following items regarding the BEI IFT:**
 - A. **Hold public hearing regarding BEI IFT**
 - B. **Approve Resolution 2013-40 regarding the approval of the BEI IFT.**
- 7. **City Council will be asked to consider the following regarding the Kalamazoo Street Phase 2 Special Assessment:**
 - A. **Hold public hearing regarding the Kalamazoo Street Phase 2 Special Assessment.**
 - B. **Approve construction contract for the Kalamazoo Street Phase 2 Special Assessment**
 - C. **Approve Resolution 2013-39 for confirmation of the Kalamazoo Street Phase 2 Special Assessment roll; lien; payment and collection of the special assessment.**
 - D. **Approve materials testing contract for the Kalamazoo Street Phase 2 Project.**

BOARD & COMMISSION APPOINTMENTS

- 8. **City Council will be asked to consider the appointment of Marilyn White to fill a 3-year term on the Parks Commission expiring in 2014.**

NEW BUSINESS

- 9. **City Council will be asked to consider approval of the license agreement with Adventure Water Sports.**
- 10. **City Council will be asked to consider Special Event 2013-23 Summer Jam Midnight**
- 11. **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.)
- 12. **City Manager's Comments**
- 13. **Mayor and Councilperson's Comments**
- 14. **Adjourn**

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

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

City Council

Regular Meeting Minutes

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



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

2. Invocation

- Bishop Dorothy Sherrod, Lily of the Valley Church

3. Roll Call

Present: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall, Patterson, Burr
Absent: None

4. Approval of Agenda

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

Voted Yes: All. Motion Carried.

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

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

- 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

A Roll Call Vote was taken:

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

Nays: None

Motion carried

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.

Moved by Gruber, seconded by Fitzgibbon to approve the appointment of Dan Mezak to a 5-year term on the Housing Commission expiring in 2018.

Voted Yes: All. Motion Carried.

UNFINISHED BUSINESS

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

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.

Moved by Patterson, seconded by Fitzgibbon to amend rates for the City of South Haven Utilities.

Voted Yes: All. Motion carried.

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 2013-34: 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.

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
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⁽¹⁾ properties.

Schedule

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

Item A: Hold a public hearing regarding the district.

Moved by Fitzgibbon to open the public hearing regarding the district. Seconded by Patterson.

Voted Yes: All. Motion carried.

No public comment at this time.

Moved by Kozlik Wall to close the public hearing regarding the district. Seconded by Arnold.

Voted Yes: All. Motion carried.

Item 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.

Moved by Fitzgibbon to approve 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. Seconded by Klavins.

Voted Yes: All. Motion carried.

Item C: Consider Resolution 2013-35: Special Assessment Roll 2013-01; Notice of Public Hearing for the Kalamazoo Street Reconstruction Phase 2 Project.

Moved by Fitzgibbon to approve Resolution 2013-35: Special Assessment Roll 2013-01; Notice of Public Hearing for the Kalamazoo Street Reconstruction Phase 2 Project. Seconded by Patterson.

Voted Yes: All. Motion carried.

NEW BUSINESS

9. City Council will be asked to consider Special Event 2013-21: 4th of July Parade (July 4, 2013)

Background Information: 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 4th, 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.

Moved by Patterson to approve Special Event 2013-21: 4th of July Parade (July 4, 2013). Seconded by Fitzgibbon.

Voted Yes: All. Motion carried.

10. City Council will be asked to consider a professional services agreement with the Al-Van Humane Society.

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

Since 1968, the Al-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 Al-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 Al-Van Humane Society to develop a contract for service. The contract for service does not seek to alter the annual budgeted expense to Al-Van, but does seek to illustrate the agreement between Al-Van and the City of South Haven.

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

Moved by Kozlik Wall to approve a professional services agreement with the Al-Van Humane Society. Seconded by Klavins.

Voted Yes: All. Motion carried.

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.

Background Information: 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

Moved by Kozlik Wall to approve 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. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried.

12. City Council will be asked to ratify a collective bargaining agreement with the Technical, Professional, and Office Workers Association of Michigan (TPOAM) workers at the City's Department of Public Works and City Hall.

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.

Moved by Fitzgibbon to ratify the collective bargaining agreement with the Technical, Professional, and Office Workers Association of Michigan (TPOAM) workers at the City's Department of Public Works and City Hall. Seconded by Patterson.

Voted Yes: All. Motion carried.

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

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.

Moved by Fitzgibbon to approve Resolution 2013-38: a resolution authorizing the City Manager to apply for the S2 grant. Seconded by Klavins.

Voted Yes: All. Motion carried.

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.)

None at this time.

15. City Manager's Comments

16. Mayor and Councilperson's Comments

Kozlik Wall – Kudos to staff through power outage and Water Front Festival. This weekend is Harborfest.

**Gruber – Thank you to staff through storm. Cape seal is better than expected.
Fitzgibbon – Experienced Cape seal on Webster and you can ride a bike on it. Thanks to Brian and staff through storm/power outage. Enjoyed Film Festival.**

Patterson – Thanks to all the students that brought films to the festival. July 2nd, Ward One will be participating in a keeping the park clean effort at 9:00am. Please feel free to come out and help.

Arnold – Thanks to Brian and staff for all their hard work during power outage. Enjoyed Film Festival.

Klavins – Also went to Film Fest. Next year encourage everyone to attend the concert on the first night on the beach.

Burr – Need \$33,000 in firework money, so may be knocking at your door. Please answer because will make a second trip.

17. Adjourn

Moved by Patterson to adjourn. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried. Meeting adjourned at 7:34 p.m.

RESPECTFULLY SUBMITTED,

Michelle Coffey
Deputy City Clerk

Approved by City Council: **DRAFT**

CITY OF SOUTH HAVEN
JULY 1, 2013

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 137,112.64	\$ 191,259.83	\$ 328,372.47
202-MAJOR STREET FUND	\$ -		\$ -
203-LOCAL STREET FUND	\$ 7,000.00		\$ 7,000.00
204-STREET FUND	\$ 175.00	\$ 263,720.25	\$ 263,895.25
226-GARBAGE/REFUSE FUND	\$ -		\$ -
250-DOWNTOWN DEVELOPMENT	\$ 14,633.24	\$ 5,045.34	\$ 19,678.58
251-LDFA #1	\$ 5,535.21		\$ 5,535.21
253-LDFA #3	\$ 56.17		\$ 56.17
260-BROWNFIELD AUTHORITY	\$ -		\$ -
265-NARCOTICS UNIT	\$ 163.99		\$ 163.99
266-POLICE TRAINING	\$ 317.19		\$ 317.19
296-RIVER MAINTENANCE	\$ -		\$ -
371-CAPITAL BOND DEBT SERV	\$ 125.00		\$ 125.00
372-WATER PLANT FUND	\$ -		\$ -
395-DDA DEBT SERVICE	\$ -		\$ -
401-CAPITAL PROJECTS	\$ 8,821.27	\$ 21,544.07	\$ 30,365.34
402-CAPITAL PROJECTS #2	\$ -		\$ -
545-BLACK RIVER PARK	\$ 2,002.00	\$ 323.49	\$ 2,325.49
577-BEACH FUND	\$ 2,260.44	\$ 3,531.95	\$ 5,792.39
582-ELECTRIC FUND	\$ 11,229.69	\$ 8,995.61	\$ 20,225.30
591-WATER FUND	\$ 12,647.18	\$ 15,817.53	\$ 28,464.71
592-SEWER FUND	\$ 3,625.88	\$ 29,961.83	\$ 33,587.71
594-MUNICIPAL MARINA	\$ 20,970.36	\$ 130,389.86	\$ 151,360.22
636-INFORMATION SERVICES	\$ 149.72	\$ 3,232.11	\$ 3,381.83
661-MOTOR POOL	\$ 27,519.70	\$ 2,321.61	\$ 29,841.31
677-SELF INSURANCE	\$ 177.00	\$ 874.85	\$ 1,051.85
703-TAX FUND	\$ -		\$ -
718-TRUST & AGENCY	\$ 827.35	\$ 55.00	\$ 882.35
750-EMPLOYEE WITHHOLDING	\$ -		\$ -
TOTAL	\$ 255,349.03	\$ 677,073.33	\$ 932,422.36

User: ksteinman

CHECK NUMBERS 44746 - 44834

DB: South Haven

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
06/14/2013	1	44746	002985	ZMUDA, JOE	438.50
06/14/2013	1	44747	UB REFUND	ALLEN, JOSEPH W	8.66
06/14/2013	1	44748	UB REFUND	CROW, CLARA J	21.90
06/14/2013	1	44749	000597	DEBRA DAVIDSON	30.00
06/14/2013	1	44750	000660	DOMESTIC LINEN-KALAMAZOO	358.00
06/14/2013	1	44751	000792	FIRST ROW INC	3,480.00
06/14/2013	1	44752	UB REFUND	GAC ENTERPRISE	40.09
06/14/2013	1	44753	UB REFUND	GIBSON, NANCY K	6.33
06/14/2013	1	44754	UB REFUND	GOLD STAR REALTY	33.63
06/14/2013	1	44755	000994	HAPA LLC	5,183.33
06/14/2013	1	44756	003056	MICHAEL LEDGER	163.99
06/14/2013	1	44757	UB REFUND	LEE, TZONG AN	30.00
06/14/2013	1	44758	UB REFUND	MCLEMORE, LEANN D	83.05
06/14/2013	1	44759	001615	MICHIGAN LOCAL GOVERNMENT	115.00
06/14/2013	1	44760	001911	OTTAGAN PLUMBING & TESTING INC	540.00
06/14/2013	1	44761	003057	MICHAEL PAULY	87.00
06/14/2013	1	44762	002184	ROD'S PRINTS & PROMOTIONS	127.35
06/14/2013	1	44763	002752	VAN BUREN COUNTY DRAIN	175.00
06/14/2013	1	44764	UB REFUND	VILLA, MARTIN P	33.26
06/14/2013	1	44765	UB REFUND	ZIMMERMAN, JAY	92.84
06/14/2013	1	44766	003043	ENVIROLOGIC	5,511.15
06/18/2013	1	44767	000014	ABONMARCHE CONSULTANTS INC	14,330.88
06/18/2013	1	44768	000050	ALEXANDER CHEMICAL CORP	4,228.97
06/18/2013	1	44769	000096	AMERICAN PUBLIC POWER ASSOC	6,896.04
06/18/2013	1	44770	000200	BARBER & SONS INC	672.65
06/18/2013	1	44771	000229	BEAVER RESEARCH COMPANY	512.00
06/18/2013	1	44772	000505	COMPTON INC	20,244.79
06/18/2013	1	44773	000519	CONSUMERS ENERGY	148.38
06/18/2013	1	44774	000716	EJ USA INC	492.50
06/18/2013	1	44775	000872	GEMPLER'S	39.00
06/18/2013	1	44776	000922	GRANICUS, INC	150.00
06/18/2013	1	44777	001067	HI TEC BUILDING SERVICES	3,110.00
06/18/2013	1	44778	001107	HULL LIFT TRUCK INC	54.69
06/18/2013	1	44779	001151	INTELLIGENT PRODUCTS INC	233.40
06/18/2013	1	44780	001161	INTERSTATE ALL BATTERY CENTER	221.90
06/18/2013	1	44781	MISC	KEVIN CONWAY	50.00
06/18/2013	1	44782	MISC	KRIS KEPLER	4,925.00
06/18/2013	1	44783	001373	LAWN BOYS INC	1,746.99
06/18/2013	1	44784	001460	MAINTENANCE CONNECTION INC	398.00
06/18/2013	1	44785	MISC	MAXSON GRAPHIC	425.00
06/18/2013	1	44786	001828	NEXTEL COMMUNICATIONS	122.43
06/18/2013	1	44787	003052	PERCEPTIVE CONTROLS INC	594.00
06/18/2013	1	44788	001997	PIPELINE SERVICE INC	540.00
06/18/2013	1	44789	002002	PLUMBER'S PORTABLE TOILETS	132.00
06/18/2013	1	44790	002020	POWER LINE SUPPLY CO	3,142.55
06/18/2013	1	44791	002155	RIDGE AND KRAMER AUTO PARTS	42.81
06/18/2013	1	44792	003160	SHAHEEN CHEVROLET	25,952.00
06/18/2013	1	44793	002286	SHARE CORP	4,520.87
06/18/2013	1	44794	002342	SKIDMORE'S	7,000.00
06/18/2013	1	44795	002385	SOUTH HAVEN AIRPORT AUTHORITY	10,823.11
06/18/2013	1	44796	002418	SOUTH HAVEN SMALL ENGINES	367.97
06/18/2013	1	44797	002461	SPRING BROOK SUPPLY	24.38
06/18/2013	1	44798	002513	STEEL CENTER SUPPLY CO	137.15
06/18/2013	1	44799	002542	SUMMIT SUPPLY CORP	781.00
06/18/2013	1	44800	002591	TERRAIN & TRIM INC	14,575.50
06/18/2013	1	44801	MISC	TERRY KASEN	1,870.00
06/18/2013	1	44802	002726	US BANK	125.00
06/18/2013	1	44803	002892	WEST OLIVE NURSERY INC	111.70
06/18/2013	1	44804	002971	YOUTH DEVELOPMENT COMPANY	5,000.00
06/19/2013	1	44805	000286	BLUE CROSS BLUE SHIELD OF MICHIGAN	54,279.10
06/19/2013	1	44806	MISC	DANIEL WAY	74.00
06/19/2013	1	44807	000597	DEBRA DAVIDSON	27.74
06/19/2013	1	44808	003127	ADAM DE BOER	214.97
06/19/2013	1	44809	000624	DELTA DENTAL OF MICHIGAN	5,144.06
06/19/2013	1	44810	000807	FLEMING BROS OIL CO INC	2,748.80
06/19/2013	1	44811	000967	JODY GUILFORD	149.72
06/19/2013	1	44812	003045	KIM HASTY	100.00
06/19/2013	1	44813	003165	JAMES PEZZUTO	100.59
06/19/2013	1	44814	001405	LINCOLN NATIONAL LIFE INS CO	2,390.33
06/19/2013	1	44815	001513	JACK MC CLOUGHAN	80.23
06/19/2013	1	44816	003164	MICHIGAN DEPT OF TREASURY	1,822.64
06/19/2013	1	44817	003090	JOE MILLER	49.03
06/19/2013	1	44818	002010	POOLE, PHILLIP	82.60
06/19/2013	1	44819	002395	SOUTH HAVEN COMMUNITY HOSPITAL	8,497.15
06/19/2013	1	44820	002410	SOUTH HAVEN MEMORIAL LIBRARY	11,488.79
06/19/2013	1	44821	002417	SOUTH HAVEN SENIOR SERVICES	6,438.61
06/19/2013	1	44822	002757	VAN BUREN COUNTY TREASURER	1,767.50
06/19/2013	1	44823	002774	PAUL VANDEN BOSCH	76.19

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/19/2013	1	44824	003166	COFFEY, MICHELLE	219.53
06/21/2013	1	44825	000430	CENTURY LINK	27.60
06/21/2013	1	44826	000994	HAPA LLC	10,272.03
06/21/2013	1	44827	MISC	INTERNAL REVENUE SERVICE	177.00
06/21/2013	1	44828	UB REFUND	MIN, BYUNG CHAN	155.57
06/21/2013	1	44829	UB REFUND	RANSOM, ALEXANDRIA D	64.63
06/21/2013	1	44830	UB REFUND	SHB OWNER LLC ET AL	42.51
06/21/2013	1	44831	UB REFUND	STEVENS, DANIELLE F	241.66
06/21/2013	1	44832	002724	UPS STORE #5080	39.36
06/24/2013	1	44833	002426	SOUTH SHORE CONCERT BAND	700.00
06/24/2013	1	44834	000290	BLUE STAR SUPPLY	55.35

1 TOTALS:

Total of 89 Checks:	258,829.03
Less 1 Void Checks:	3,480.00
Total of 88 Disbursements:	255,349.03

User: ksteinma
DB: South Haven

BANK CODE: 1 CHECK DATE: 07/02/2013 INVOICE PAY DATE FROM 06/17/2013 TO 07/02/2013

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
07/02/2013	1	44835	000014	ABONMARCHE CONSULTANTS INC	2,441.84	3
07/02/2013	1	44836	000043	AIRGAS USA, LLC	36.56	1
07/02/2013	1	44837	MISC	ALLEN EDWIN HOMES	600.00	1
07/02/2013	1	44838	000065	ALLIED MECHANICAL SERVICES INC	2,409.00	2
07/02/2013	1	44839	000162	ASR HEALTH BENEFITS	874.85	1
07/02/2013	1	44840	000229	BEAVER RESEARCH COMPANY	406.78	1
07/02/2013	1	44841	000309	A.D. BOS OFFICE COFFEE SERVICE	71.92	1
07/02/2013	1	44842	000337	BRONSINK & BOS EQUIPMENT	343.81	1
07/02/2013	1	44843	003145	CANNEY'S WATER TREATMENT	159.99	1
07/02/2013	1	44844	000418	CDW GOVERNMENT INC	162.58	2
07/02/2013	1	44845	000453	CHIEF SUPPLY CORP	666.63	5
07/02/2013	1	44846	000475	CLARK HILL PLC	29,764.00	3
07/02/2013	1	44847	000505	COMPTON INC	390.00	1
07/02/2013	1	44848	002994	CONSTRUCTION VIDEO MEDIA INC	1,585.00	1
07/02/2013	1	44849	000622	DELL MARKETING L P	103.97	1
07/02/2013	1	44850	000739	ENVIRONMENTAL RESOURCES	300.00	1
07/02/2013	1	44851	003115	JD FISHER BUILDERS	158,477.40	2
07/02/2013	1	44852	003065	FOSTER SWIFT COLLINS & SMITH PC	1,665.52	6
07/02/2013	1	44853	000843	FRONTIER	661.74	7
07/02/2013	1	44854	000847	FUEL MANAGEMENT SYSTEM	10,366.47	1
07/02/2013	1	44855	000913	GRAINGER	719.49	2
07/02/2013	1	44856	003149	GRO AMERICA	129,461.18	2
07/02/2013	1	44857	000974	HACH COMPANY	706.95	3
07/02/2013	1	44858	001036	HD SUPPLY POWER SOLUTIONS LTD	1,369.93	1
07/02/2013	1	44859	001052	HESCO	2,375.79	1
07/02/2013	1	44860	001086	HOME CITY ICE COMPANY, THE	272.90	4
07/02/2013	1	44861	001097	HOYT CONTRACTING, DON	300.00	1
07/02/2013	1	44862	001107	HULL LIFT TRUCK INC	49.29	1
07/02/2013	1	44863	001196	JOHN'S STEREO INC	19.95	1
07/02/2013	1	44864	001225	KALIN CONSTRUCTION CO, INC	49,761.46	1
07/02/2013	1	44865	001246	KENDALL ELECTRIC INC	425.14	2
07/02/2013	1	44866	001248	KENNEDY INDUSTRIES INC	4,967.00	1
07/02/2013	1	44867	001350	LAMBRIX DESIGN AND COMPANY	1,100.00	1
07/02/2013	1	44868	001373	LAWN BOYS INC	6,220.89	5
07/02/2013	1	44869	001467	MARK A MANNING	5,680.00	1
07/02/2013	1	44870	001544	MENARDS	1,393.23	25
07/02/2013	1	44871	003167	MICHIGAN DEPT OF ENVIRO QUALITY	770.00	1
07/02/2013	1	44872	001610	MICHIGAN GAS UTILITIES	2,339.28	5
07/02/2013	1	44873	MISC	MLIVE MEDIA GROUP	911.10	1
07/02/2013	1	44874	001766	MUZZALL GRAPHICS	274.68	1
07/02/2013	1	44875	001881	OFFICE MAX INC	132.63	1
07/02/2013	1	44876	002009	POLYDYNE INC	2,070.00	1
07/02/2013	1	44877	002020	POWER LINE SUPPLY CO	4,680.60	9
07/02/2013	1	44878	002069	RUSS PUCKETT	2,119.00	6
07/02/2013	1	44879	002155	RIDGE AND KRAMER AUTO PARTS	59.22	3
07/02/2013	1	44880	002158	RIETH-RILEY CONST CO, INC	229,446.93	1
07/02/2013	1	44881	002182	ROCK 'N' ROAD CYCLE	345.88	3
07/02/2013	1	44882	002184	ROD'S PRINTS & PROMOTIONS	325.00	2
07/02/2013	1	44883	003143	ROLAND ELECTRIC LLC	85.00	1
07/02/2013	1	44884	002267	SECANT TECHNOLOGIES	1,424.00	2
07/02/2013	1	44885	002418	SOUTH HAVEN SMALL ENGINES	87.46	1
07/02/2013	1	44886	002478	STAPLES ADVANTAGE	1,758.52	7
07/02/2013	1	44887	MISC	TEED HEATING & COOLING, INC	1,418.93	1
07/02/2013	1	44888	002599	THAYER INC	1,907.56	1
07/02/2013	1	44889	002644	TRACE ANALYTICAL LAB INC	93.00	1
07/02/2013	1	44890	002645	TRACTOR SUPPLY CREDIT PLAN	123.27	8
07/02/2013	1	44891	002721	UPLINK SECURITY LLC	6.45	1
07/02/2013	1	44892	002728	USA BLUE BOOK	2,895.83	6

User: ksteinman

BANK CODE: 1

CHECK DATE: 07/02/2013 INVOICE PAY DATE FROM 06/17/2013 TO 07/02/2013

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Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
07/02/2013	1	44893	002792	VERIZON WIRELESS	1,394.78	1
07/02/2013	1	44894	002800	VILLAGE MARKET #869	81.73	1
07/02/2013	1	44895	002826	WAL MART STORE #1540	367.44	2
07/02/2013	1	44896	002860	WEBB CHEMICAL SERVICE CORP	5,553.78	1
07/02/2013	1	44897	002883	WEST MICHIGAN DOCUMENT	90.00	1

Num Checks: 63

Num Invoices: 163

Total Amount: 677,073.33

*Warning: Vendor '000177 - AUTOWARES INC' had at least one check in which the amount of the credit memos was greater than the invoice amount. These checks will not be printed.

INVOICE DUE DATES 07/02/2013 - 07/02/2013
 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
106853 32554	ABONMARCHE CONSULTANTS INC DESIGN SERVICES 250-729-974-018-0150	06/12/2013 ksteinman	07/02/2013	1,160.00 1,160.00	0.00	P	Y 06/24/2013
106852 32556	ABONMARCHE CONSULTANTS INC WEIR STAKING 101-751-801-000	06/12/2013 ksteinman	07/02/2013	978.50 978.50	0.00	P	Y 06/24/2013
106834 32560	ABONMARCHE CONSULTANTS INC PHOENIX STREET GRANT ADMINISTRATIO 250-729-974-018-0150	06/10/2013 ksteinman	07/02/2013	303.34 303.34	0.00	P	Y 06/24/2013
9910436517 32561	AIRGAS USA, LLC CYLINDER RENTAL 661-450-802-000	05/31/2013 ksteinman	07/02/2013	36.56 36.56	0.00	P	Y 06/24/2013
1 32559	ALLEN EDWIN HOMES REFUND OF PERMIT DEPOSIT 101-002-255-000	06/14/2013 ksteinman	07/02/2013	600.00 600.00	0.00	P	Y 06/24/2013
110299 32555	ALLIED MECHANICAL SERVICES INC PREVENTATIVE MAINTENANCE 591-559-802-000	06/24/2013 ksteinman	07/02/2013	1,087.00 1,087.00	0.00	P	Y 06/24/2013
110312 32598	ALLIED MECHANICAL SERVICES INC HIGH SERVICE LOUVER BANK REPLACEME 591-559-931-000	06/14/2013 ksteinman	07/02/2013	1,322.00 1,322.00	0.00	P	Y 06/24/2013
JULY 32664	ASR HEALTH BENEFITS ADMINISTRATION FEE 677-227-802-000	06/21/2013 ksteinman	07/02/2013	874.85 874.85	0.00	P	Y 07/01/2013
233-769316 32557	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 592-559-933-000	06/17/2013 ksteinman	07/02/2013	7.99 7.99	7.99	O	Y 06/24/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
 JOURNALIZED OPEN AND PAID
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
233-768943 32562	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 101-276-741-000	06/12/2013 ksteinman	07/02/2013	11.89 11.89	11.89	O	Y 06/24/2013
0196167-IN 32603	BEAVER RESEARCH COMPANY WATER/SEWER DEPT SUPPLIES 591-558-741-000 592-558-741-000 101-446-741-000	06/06/2013 ksteinman	07/02/2013	406.78 135.59 135.59 135.60	0.00	P	Y 06/24/2013
45670 32553	A.D. BOS OFFICE COFFEE SERVICE COFFEE AND SUPPLIES 101-265-741-000	06/20/2013 ksteinman	07/02/2013	71.92 71.92	0.00	P	Y 06/24/2013
39331 32563	BRONSINK & BOS EQUIPMENT PARK SUPPLIES 661-450-741-003	06/10/2013 ksteinman	07/02/2013	343.81 343.81	0.00	P	Y 06/24/2013
83626TC 32573	CANNEY'S WATER TREATMENT CONTAINER DEPOSIT/WATER 101-301-802-000	06/13/2013 ksteinman	07/02/2013	159.99 159.99	0.00	P	Y 06/24/2013
CQ35791 32568	CDW GOVERNMENT INC TONER 636-258-727-000	06/03/2013 ksteinman	07/02/2013	141.69 141.69	0.00	P	Y 06/24/2013
CP05896 32569	CDW GOVERNMENT INC CORRECTABLE RIBBON 636-258-727-000	05/30/2013 ksteinman	07/02/2013	20.89 20.89	0.00	P	Y 06/24/2013
255080 32564	CHIEF SUPPLY CORP 101-301-729-000	05/31/2013 ksteinman	07/02/2013	500.23 500.23	0.00	P	Y 06/24/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
258694 32571	CHIEF SUPPLY CORP 101-301-729-000	06/07/2013 ksteinman	07/02/2013	46.98 46.98	0.00	P	Y 06/24/2013
260122 32572	CHIEF SUPPLY CORP GORE TEX 101-301-729-000	06/11/2013 ksteinman	07/02/2013	175.68 175.68	0.00	P	Y 06/24/2013
494816 32566	CLARK HILL PLC 2013 BUILDING AUTHORITY BONDS 401-301-980-000	06/17/2013 ksteinman	07/02/2013	16,500.00 16,500.00	0.00	P	Y 06/24/2013
493485 32567	CLARK HILL PLC POLICE AND FIRE BUILDING 401-301-980-000	06/12/2013 ksteinman	07/02/2013	5,000.00 5,000.00	0.00	P	Y 06/24/2013
493244 32570	CLARK HILL PLC LEGAL SERVICES 101-371-801-000	06/11/2013 ksteinman	07/02/2013	8,264.00 8,264.00	0.00	P	Y 06/24/2013
061314 32599	COMPTON INC ROD OUT SEWER ON KENTUCKY AVE 592-558-802-000	06/17/2013 ksteinman	07/02/2013	390.00 390.00	0.00	P	Y 06/24/2013
13-56 32565	CONSTRUCTION VIDEO MEDIA INC COLOR DIGITAL VIDEO 204-446-802-000	06/13/2013 ksteinman	07/02/2013	1,585.00 1,585.00	0.00	P	Y 06/24/2013
XFWJ4M9K3 32574	DELL MARKETING L P MEMORY MODULE 636-258-980-001	08/16/2012 ksteinman	07/02/2013	103.97 103.97	0.00	P	Y 06/24/2013
79518 32576	ENVIRONMENTAL RESOURCES DMR QA STUDY 33 592-559-741-000	05/31/2013 ksteinman	07/02/2013	300.00 300.00	0.00	P	Y 06/24/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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 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
APP 3 32661*	JD FISHER BUILDERS ELKENBURG PARK RECONSTRUCTION 101-751-975-000-0146 101-002-211-142	06/10/2013 ksteinman	07/02/2013	20,574.90 22,861.00 (2,286.10)	0.00	P	Y 06/25/2013
APP 2 32662*	JD FISHER BUILDERS ELKENBURG PARK RECONSTRUCTION 101-751-975-000-0146 101-002-211-142	06/24/2013 ksteinman	07/02/2013	137,902.50 153,225.00 (15,322.50)	0.00	P	Y 06/25/2013
628055 32584	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	105.52 105.52	0.00	P	Y 06/24/2013
628056 32585	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	140.00 140.00	0.00	P	Y 06/24/2013
628058 32586	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	180.00 180.00	0.00	P	Y 06/24/2013
628059 32587	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	900.00 900.00	0.00	P	Y 06/24/2013
628060 32588	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	80.00 80.00	0.00	P	Y 06/24/2013
628057 32589	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	06/11/2013 ksteinman	07/02/2013	260.00 260.00	0.00	P	Y 06/24/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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 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
06/13/13 32577	FRONTIER TELEPHONE 101-804-931-000	06/13/2013 ksteinman	07/02/2013	58.00	0.00	P	Y 06/24/2013
		REPAIRS/MAINT-BUILDS & STRUCTR		58.00			
06/13/13 32578	FRONTIER TELEPHONE 101-265-850-000	06/13/2013 ksteinman	07/02/2013	42.34	0.00	P	Y 06/24/2013
		TELEPHONE		42.34			
06/07/13 32579	FRONTIER TELEPHONE 101-001-070-002 101-265-850-000	06/07/2013 ksteinman	07/02/2013	127.07	0.00	P	Y 06/24/2013
		DUE FROM L H B MUSEUM		97.60			
		TELEPHONE		29.47			
06/10/13 32580	FRONTIER TELEPHONE 592-559-850-000	06/10/2013 ksteinman	07/02/2013	36.75	0.00	P	Y 06/24/2013
		TELEPHONE		36.75			
06/07/13 32581	FRONTIER TELEPHONE 591-559-850-000	06/07/2013 ksteinman	07/02/2013	124.35	0.00	P	Y 06/24/2013
		TELEPHONE		124.35			
06/07/13 32582	FRONTIER TELEPHONE 582-558-850-000 591-558-850-000 592-558-850-000	06/07/2013 ksteinman	07/02/2013	29.00	0.00	P	Y 06/24/2013
		TELEPHONE		14.50			
		TELEPHONE		7.25			
		TELEPHONE		7.25			
06/10/13 32583	FRONTIER TELEPHONE 591-559-850-000	06/10/2013 ksteinman	07/02/2013	244.23	0.00	P	Y 06/24/2013
		TELEPHONE		244.23			
1316601 32660	FUEL MANAGEMENT SYSTEM FUEL 101-301-748-000 101-728-748-000 101-371-748-000	06/15/2013 ksteinman	07/02/2013	10,366.47	0.00	P	Y 06/25/2013
		MOTOR FUEL		3,001.54			
		MOTOR FUEL		92.35			
		MOTOR FUEL		92.35			

INVOICE DUE DATES 07/02/2013 - 07/02/2013
 JOURNALIZED OPEN AND PAID
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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution						
	582-558-748-000	MOTOR FUEL		1,092.98			
	101-751-748-000	MOTOR FUEL		1,051.33			
	101-446-748-000	MOTOR FUEL		653.26			
	591-559-748-000	MOTOR FUEL		103.74			
	577-751-748-000	MOTOR FUEL		225.70			
	582-558-748-000	MOTOR FUEL		265.68			
	591-558-748-000	MOTOR FUEL		74.72			
	592-558-748-000	MOTOR FUEL		74.72			
	101-276-748-000	MOTOR FUEL		74.73			
	204-447-748-000	MOTOR FUEL		80.12			
	591-558-748-000	MOTOR FUEL		26.70			
	592-558-748-000	MOTOR FUEL		26.70			
	592-559-748-000	MOTOR FUEL		769.80			
	591-558-748-000	MOTOR FUEL		425.09			
	592-558-748-000	MOTOR FUEL		425.10			
	661-450-748-000	MOTOR FUEL & LUBRICANTS		1,809.86			
9163150635							
32591	GRAINGER	06/10/2013	07/02/2013	326.90	0.00	P	Y
	BATTERY CHARGER, AUTO CHARGER, CAS	ksteinman					06/24/2013
	592-559-742-000	SMALL TOOLS		326.90			
9168712223							
32717	GRAINGER	06/17/2013	07/02/2013	392.59	0.00	P	Y
	COIL	ksteinman					06/26/2013
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		392.59			
PP REQ #3							
32594*	GRO AMERICA	06/20/2013	07/02/2013	62,833.05	0.00	P	Y
	DREDGING MAINTENANCE	ksteinman					06/24/2013
	594-776-802-000	OTHER CONTRACTUAL SERVICES		69,814.51			
	594-002-211-143	GRO AMERICA		(6,981.46)			
PP REQ #2							
32595*	GRO AMERICA	06/14/2013	07/02/2013	66,628.13	0.00	P	Y
	DREDGING MAINTENANCE	ksteinman					06/24/2013
	594-776-802-000	OTHER CONTRACTUAL SERVICES		74,031.25			
	594-002-211-143	GRO AMERICA		(7,403.12)			
8342893							
32609	HACH COMPANY	06/13/2013	07/02/2013	139.07	0.00	P	Y
	LAB SUPPLIES	ksteinman					06/25/2013
	592-559-741-000	OPERATING SUPPLIES		139.07			

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
8324488 32611	HACH COMPANY LAB SUPPLIES 592-559-741-000	06/03/2013 ksteinman	07/02/2013	93.98 93.98	0.00	P	Y 06/25/2013
8322197 32613	HACH COMPANY LAB SUPPLIES 592-559-741-000	05/31/2013 ksteinman	07/02/2013	473.90 473.90	0.00	P	Y 06/25/2013
2297549-00 32597	HD SUPPLY POWER SOLUTIONS LTD ELECTRICAL SUPPLIES 582-558-988-000	06/12/2013 ksteinman	07/02/2013	1,369.93 1,369.93	0.00	P	Y 06/24/2013
1009709 32614	HESCO ANNUAL MAINTENANCE 591-559-802-000	06/07/2013 ksteinman	07/02/2013	2,375.79 2,375.79	0.00	P	Y 06/25/2013
2259131604 32607	HOME CITY ICE COMPANY, THE ICE 594-776-957-000	05/22/2013 ksteinman	07/02/2013	36.80 36.80	0.00	P	Y 06/25/2013
2349132644 32608	HOME CITY ICE COMPANY, THE ICE 594-776-957-000	06/01/2013 ksteinman	07/02/2013	65.50 65.50	0.00	P	Y 06/25/2013
1788133686 32684	HOME CITY ICE COMPANY, THE ICE 594-776-957-000	05/18/2013 ksteinman	07/02/2013	60.00 60.00	0.00	P	Y 06/25/2013
2265131998 32685	HOME CITY ICE COMPANY, THE ICE 594-776-957-000	05/04/2013 ksteinman	07/02/2013	110.60 110.60	0.00	P	Y 06/26/2013
1 32612	HOYT CONTRACTING, DON REFUND OF RIGHT OF WAY DEPOSIT 101-002-255-000	06/11/2013 ksteinman	07/02/2013	300.00 300.00	0.00	P	Y 06/25/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
S-0086832							
32610	HULL LIFT TRUCK INC PARTS 661-450-741-003	06/13/2013 ksteinman	07/02/2013	49.29	0.00	P	Y 06/25/2013
		REPAIR & MAINT SUPPLIES		49.29			
10036129							
32719	JOHN'S STEREO INC RED HARD PLASTIC COVER 592-559-727-000	06/24/2013 ksteinman	07/02/2013	19.95	0.00	P	Y 06/26/2013
		OFFICE SUPPLIES		19.95			
PP 5							
32689	KALIN CONSTRUCTION CO, INC KALAMAZOO ST RECONSTRUCTION 204-446-802-000 591-558-802-000 592-558-802-000 204-002-211-127	05/24/2013 ksteinman	07/02/2013	49,761.46	0.00	P	Y 06/26/2013
		OTHER CONTRACTUAL SERVICES		23,687.77			
		OTHER CONTRACTUAL SERVICES		8,576.63			
		OTHER CONTRACTUAL SERVICES		8,576.63			
		CONTR RETAIN PYBLE - KALIN		8,920.43			
S101684785.001							
32601	KENDALL ELECTRIC INC ELECTRICAL WORK 577-751-741-000	06/13/2013 ksteinman	07/02/2013	303.89	0.00	P	Y 06/24/2013
		OPERATING SUPPLIES		303.89			
S101688328.001							
32602	KENDALL ELECTRIC INC ELECTRICAL 577-751-741-000	06/13/2013 ksteinman	07/02/2013	121.25	0.00	P	Y 06/24/2013
		OPERATING SUPPLIES		121.25			
546565							
32615	KENNEDY INDUSTRIES INC PUMP REPAIR 592-569-933-000-0073	06/06/2013 ksteinman	07/02/2013	4,967.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - EQUIP		4,967.00			
3704							
32616	LAMBRIX DESIGN AND COMPANY PHOENIX ST REDEVELOPMENT CAMPAIGN 250-729-727-001	06/18/2013 ksteinman	07/02/2013	1,100.00	0.00	P	Y 06/25/2013
		MARKETING/PROMOTIONAL		1,100.00			
CLIP28242							
32617	LAWN BOYS INC WEEDING/LANDSCAPING 250-729-802-000	06/05/2013 ksteinman	07/02/2013	2,482.00	0.00	P	Y 06/25/2013
		OTHER CONTRACTUAL SERVICES		2,482.00			

User: ksteinman

DB: South Haven

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
CLIP28331 32618	LAWN BOYS INC MOWING 101-371-802-000	06/18/2013 ksteinman	07/02/2013	680.00	0.00	P	Y 06/25/2013
	OTHER CONTRACTUAL SERVICES			680.00			
CLIP28194 32619	LAWN BOYS INC MOWING 101-371-802-000	06/03/2013 ksteinman	07/02/2013	775.00	0.00	P	Y 06/25/2013
	OTHER CONTRACTUAL SERVICES			775.00			
CLIP28209 32620	LAWN BOYS INC IRRIGATION START UP 101-751-801-000	06/03/2013 ksteinman	07/02/2013	2,083.89	0.00	P	Y 06/25/2013
	PROFESSIONAL/CONSULTING FEES			2,083.89			
CLIP28271 32688	LAWN BOYS INC LANSSCAPING 101-446-802-000	06/07/2013 ksteinman	07/02/2013	200.00	0.00	P	Y 06/26/2013
	OTHER CONTRACTUAL SERVICES			200.00			
132 32621	MARK A MANNING ATTORNEY SERVICES 101-210-801-000	06/16/2013 ksteinman	07/02/2013	5,680.00	0.00	P	Y 06/25/2013
	PROFESSIONAL/CONSULTING FEES			5,680.00			
17964 32690	MENARDS SUPPLIES 591-558-741-000	05/28/2013 ksteinman	07/02/2013	92.10	0.00	P	Y 06/26/2013
	OPERATING SUPPLIES			92.10			
19019 32691	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	06/12/2013 ksteinman	07/02/2013	29.99	0.00	P	Y 06/26/2013
	OPERATING SUPPLIES			29.99			
17199+ 32692	MENARDS MAINTENANCE SUPPLIES 591-558-741-000	05/16/2013 ksteinman	07/02/2013	84.99	0.00	P	Y 06/26/2013
	OPERATING SUPPLIES			84.99			
17145 32693	MENARDS MAINTENANCE SUPPLIES 591-559-742-000	05/15/2013 ksteinman	07/02/2013	73.92	0.00	P	Y 06/26/2013
	SMALL TOOLS			73.92			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
17435 32694	MENARDS MAINTENANCE SUPPLIES 101-446-741-000	05/20/2013 ksteinman OPERATING SUPPLIES	07/02/2013	77.93 77.93	0.00	P	Y 06/26/2013
17514 32695	MENARDS MAINTENANCE SUPPLIES 591-559-931-000	05/21/2013 ksteinman REPAIRS/MAINT-BUILDS & STRCTR	07/02/2013	14.87 14.87	0.00	P	Y 06/26/2013
17948 32696	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	07/02/2013	161.61 161.61	0.00	P	Y 06/26/2013
17981 32697	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	07/02/2013	14.47 14.47	0.00	P	Y 06/26/2013
17985 32698	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	07/02/2013	45.94 45.94	0.00	P	Y 06/26/2013
18028 32699	MENARDS MAINTENANCE SUPPLIES 401-301-980-000	05/29/2013 ksteinman POLICE/FIRE COMPLEX	07/02/2013	24.89 24.89	0.00	P	Y 06/26/2013
18043 32700	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	05/29/2013 ksteinman OPERATING SUPPLIES	07/02/2013	9.99 9.99	0.00	P	Y 06/26/2013
18105 32701	MENARDS SUPPLIES 101-751-741-000	05/30/2013 ksteinman OPERATING SUPPLIES	07/02/2013	5.78 5.78	0.00	P	Y 06/26/2013
18130 32702	MENARDS MAINTENANCE SUPPLIES 591-558-741-000	06/26/2013 ksteinman OPERATING SUPPLIES	07/02/2013	52.97 52.97	0.00	P	Y 06/26/2013

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
18113 32703	MENARDS MAINTENANCE SUPPLIES 661-450-741-000	05/30/2013 ksteinman OPERATING SUPPLIES	07/02/2013	22.87 22.87	0.00	P	Y 06/26/2013
18206 32704	MENARDS MAINTENANCE SUPPLIES 101-446-741-000	05/31/2013 ksteinman OPERATING SUPPLIES	07/02/2013	142.93 142.93	0.00	P	Y 06/26/2013
18357 32705	MENARDS MAINTENANCE SUPPLIES 592-559-741-000	06/03/2013 ksteinman OPERATING SUPPLIES	07/02/2013	55.03 55.03	0.00	P	Y 06/26/2013
18444 32706	MENARDS MAINTENANCE SUPPLIES 592-559-741-000	06/04/2013 ksteinman OPERATING SUPPLIES	07/02/2013	52.18 52.18	0.00	P	Y 06/26/2013
18448 32707	MENARDS MAINTENANCE SUPPLIES 591-558-741-000	06/04/2013 ksteinman OPERATING SUPPLIES	07/02/2013	21.94 21.94	0.00	P	Y 06/26/2013
18512 32708	MENARDS MAINTENANCE SUPPLIES 577-751-741-000	06/05/2013 ksteinman OPERATING SUPPLIES	07/02/2013	239.84 239.84	0.00	P	Y 06/26/2013
18531 32709	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	06/05/2013 ksteinman OPERATING SUPPLIES	07/02/2013	23.38 23.38	0.00	P	Y 06/26/2013
18596 32710	MENARDS MAINTENANCE SUPPLIES 101-446-741-000	05/26/2013 ksteinman OPERATING SUPPLIES	07/02/2013	9.97 9.97	0.00	P	Y 06/26/2013
19083 32712	MENARDS MAINTENANCE SUPPLIES 577-751-741-000	06/13/2013 ksteinman OPERATING SUPPLIES	07/02/2013	27.62 27.62	0.00	P	Y 06/26/2013

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
19699 32713	MENARDS MAINTENANCE SUPPLIES 101-751-741-000	06/21/2013 ksteinman OPERATING SUPPLIES	07/02/2013	27.74 27.74	0.00	P	Y 06/26/2013
19903 32714	MENARDS MAINTENANCE SUPPLIES 401-301-980-000	06/24/2013 ksteinman POLICE/FIRE COMPLEX	07/02/2013	19.18 19.18	0.00	P	Y 06/26/2013
19480 32716	MENARDS MAINTENANCE SUPPLIES 592-559-741-000	06/18/2013 ksteinman OPERATING SUPPLIES	07/02/2013	61.10 61.10	0.00	P	Y 06/26/2013
816714 32575	MICHIGAN DEPT OF ENVIRO QUALITY WATER TESTING 591-559-802-000	06/24/2013 ksteinman OTHER CONTRACTUAL SERVICES	07/02/2013	770.00 770.00	0.00	P	Y 06/24/2013
JUNE 32622	MICHIGAN GAS UTILITIES NATURAL GAS 591-558-923-000 592-558-923-000 582-558-923-000	06/12/2013 ksteinman UTILITIES - GAS UTILITIES - GAS UTILITIES - GAS	07/02/2013	278.69 27.87 27.87 222.95	0.00	P	Y 06/25/2013
JUNE 32623	MICHIGAN GAS UTILITIES NATURAL GAS 592-559-923-000	06/13/2013 ksteinman UTILITIES - GAS	07/02/2013	244.22 244.22	0.00	P	Y 06/25/2013
JUNE 32624	MICHIGAN GAS UTILITIES NATURAL GAS 101-265-923-000	06/13/2013 ksteinman UTILITIES - GAS	07/02/2013	223.93 223.93	0.00	P	Y 06/25/2013
JUNE 32625	MICHIGAN GAS UTILITIES NATURAL GAS 592-559-923-000	06/13/2013 ksteinman UTILITIES - GAS	07/02/2013	1,554.71 1,554.71	0.00	P	Y 06/25/2013

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
JUNE							
32626	MICHIGAN GAS UTILITIES NATURAL GAS 101-751-923-000	06/13/2013 ksteinman UTILITIES - GAS	07/02/2013	37.73 37.73	0.00	P	Y 06/25/2013
0004618228							
32627	MLIVE MEDIA GROUP RECRUITING AD 582-558-900-000	05/31/2013 ksteinman PRINTING/PUBLISHING	07/02/2013	911.10 911.10	0.00	P	Y 06/25/2013
70545							
32628	MUZZALL GRAPHICS BUSINESS CARDS 101-202-727-000 594-776-727-000 101-371-727-000 101-209-727-000	05/31/2013 ksteinman OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	07/02/2013	274.68 137.34 45.78 45.78 45.78	0.00	P	Y 06/25/2013
214627							
32629	OFFICE MAX INC SUPPLIES 101-301-727-000	06/12/2013 ksteinman OFFICE SUPPLIES	07/02/2013	132.63 132.63	0.00	P	Y 06/25/2013
809163							
32644	POLYDYNE INC CLARIFLOC 592-559-741-000	06/10/2013 ksteinman OPERATING SUPPLIES	07/02/2013	2,070.00 2,070.00	0.00	P	Y 06/25/2013
5740880							
32630	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/18/2013 ksteinman ELECTRICAL SYSTEM CONSTR	07/02/2013	73.62 73.62	0.00	P	Y 06/25/2013
5740881							
32631	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/18/2013 ksteinman REPAIRS/MAINTENANCE - EQUIPM	07/02/2013	335.84 335.84	0.00	P	Y 06/25/2013
5739887							
32632	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	06/13/2013 ksteinman OTHER CLOTHING & SUPPLIES	07/02/2013	58.08 58.08	0.00	P	Y 06/25/2013

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
5741060 32633	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/18/2013 ksteinman	07/02/2013	577.96	0.00	P	Y 06/25/2013
		ELECTRICAL SYSTEM CONSTR		577.96			
5739092 32634	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/11/2013 ksteinman	07/02/2013	2,264.28	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - EQUIPM		2,264.28			
5739093 32635	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/11/2013 ksteinman	07/02/2013	274.68	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - EQUIPM		274.68			
5739360 32636	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/11/2013 ksteinman	07/02/2013	186.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - EQUIPM		186.00			
5738346 32637	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/06/2013 ksteinman	07/02/2013	188.86	0.00	P	Y 06/25/2013
		ELECTRICAL SYSTEM CONSTR		188.86			
5738094 32638	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/06/2013 ksteinman	07/02/2013	721.28	0.00	P	Y 06/25/2013
		ELECTRICAL SYSTEM CONSTR		721.28			
2460 32600	RUSS PUCKETT INSTALLED 5 POWER OUTLETS 577-751-802-000	06/14/2013 ksteinman	07/02/2013	400.00	0.00	P	Y 06/24/2013
		OTHER CONTRACTUAL SERVICES		400.00			
2447 32639	RUSS PUCKETT VOLTAGE TEST 594-776-932-000	05/22/2013 ksteinman	07/02/2013	125.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - OTHER		125.00			
2446 32640	RUSS PUCKETT VOLTAGE TEST 594-776-932-000	05/15/2013 ksteinman	07/02/2013	325.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - OTHER		325.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2448 32641	RUSS PUCKETT SERVICE CALL MARINA 594-776-932-000	05/22/2013 ksteinman	07/02/2013	75.00 75.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - OTHER					
2458 32642	RUSS PUCKETT REPLACE BALLAST 101-751-802-000	06/10/2013 ksteinman	07/02/2013	829.00 829.00	0.00	P	Y 06/25/2013
		OTHER CONTRACTUAL SERVICES					
2459 32643	RUSS PUCKETT SERVICE CALL- CITY HALL 101-265-802-000	06/12/2013 ksteinman	07/02/2013	365.00 365.00	0.00	P	Y 06/25/2013
		OTHER CONTRACTUAL SERVICES					
490-009372 32590	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	06/14/2013 ksteinman	07/02/2013	30.00 30.00	0.00	P	Y 06/24/2013
		REPAIR & MAINT SUPPLIES					
490-009518 32592	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	06/20/2013 ksteinman	07/02/2013	23.58 23.58	0.00	P	Y 06/24/2013
		REPAIR & MAINT SUPPLIES					
490-009519 32593	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	06/20/2013 ksteinman	07/02/2013	5.64 5.64	0.00	P	Y 06/24/2013
		REPAIR & MAINT SUPPLIES					
PP 1 32715*	RIETH-RILEY CONST CO, INC WATER, MAPLE & SUPERIOR STREETS RE 204-446-802-000 204-002-211-101	05/28/2013 ksteinman	07/02/2013	229,446.93 231,446.93 (2,000.00)	0.00	P	Y 06/26/2013
		OTHER CONTRACTUAL SERVICES					
		RETAINAGE-MID WEST CIVIL ENG					
34728 32645	ROCK 'N' ROAD CYCLE HELMETS 101-301-729-000	05/24/2013 ksteinman	07/02/2013	219.96 219.96	0.00	P	Y 06/25/2013
		UNIFORMS					
34694 32646	ROCK 'N' ROAD CYCLE WATER BOTTLE/CABLE	05/22/2013 ksteinman	07/02/2013	41.45	0.00	P	Y 06/25/2013

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-301-933-000	REPAIRS/MAINTENANCE - EQUIP		41.45			
35067 32647	ROCK 'N' ROAD CYCLE SHIFTER/CABLE 101-301-933-000	06/11/2013 ksteinman	07/02/2013	84.47	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - EQUIP		84.47			
5202 32649	ROD'S PRINTS & PROMOTIONS TSHIRTS 718-002-277-002	05/28/2013 ksteinman	07/02/2013	55.00	0.00	P	Y 06/25/2013
		DEPOSIT-CRIME PREVENTION		55.00			
5209 32687	ROD'S PRINTS & PROMOTIONS GRAPHICS 101-301-727-000	06/16/2013 ksteinman	07/02/2013	270.00	0.00	P	Y 06/26/2013
		OFFICE SUPPLIES		270.00			
29 32648	ROLAND ELECTRIC LLC CHECK FOR NO POWER 594-776-932-000	05/29/2013 ksteinman	07/02/2013	85.00	0.00	P	Y 06/25/2013
		REPAIRS/MAINTENANCE - OTHER		85.00			
INVO52245 32650	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-802-000 636-258-850-002	05/31/2013 ksteinman	07/02/2013	1,214.00	0.00	P	Y 06/25/2013
		OTHER CONTRACTUAL SERVICES		304.00			
		INTERNET FEES		910.00			
INVO52533 32651	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-801-000	06/18/2013 ksteinman	07/02/2013	210.00	0.00	P	Y 06/25/2013
		PROFESSIONAL/CONSULTING FEES		210.00			
21785 32652	SOUTH HAVEN SMALL ENGINES MISC PARTS 101-751-741-000	06/11/2013 ksteinman	07/02/2013	87.46	0.00	P	Y 06/25/2013
		OPERATING SUPPLIES		87.46			
7100724279-000001 32653	STAPLES ADVANTAGE SUPPLIES 101-265-727-000 636-258-727-000 101-202-727-000 101-209-727-000	05/24/2013 ksteinman	07/02/2013	594.13	0.00	P	Y 06/25/2013
		OFFICE SUPPLIES		13.99			
		OFFICE SUPPLIES		509.97			
		OFFICE SUPPLIES		25.51			
		OFFICE SUPPLIES		13.58			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-265-727-000	OFFICE SUPPLIES		24.29			
	101-209-727-000	OFFICE SUPPLIES		6.79			
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7100762629-000001							
32654	STAPLES ADVANTAGE SUPPLIES	05/29/2013 ksteinman	07/02/2013	23.59	0.00	P	Y 06/25/2013
	101-446-727-000	OFFICE SUPPLIES		4.72			
	101-447-727-000	OFFICE SUPPLIES		4.72			
	591-558-727-000	OFFICE SUPPLIES		4.72			
	592-558-727-000	OFFICE SUPPLIES		4.72			
	582-558-727-000	OFFICE SUPPLIES		4.71			
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7100762629-000002							
32655	STAPLES ADVANTAGE SUPPLIES	05/28/2013 ksteinman	07/02/2013	277.70	0.00	P	Y 06/25/2013
	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			
	582-558-741-000	OPERATING SUPPLIES		20.49			
	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			
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32011177238							
32656	STAPLES ADVANTAGE SUPPLIES	06/01/2013 ksteinman	07/02/2013	13.39	0.00	P	Y 06/25/2013
	582-558-741-000	OPERATING SUPPLIES		13.39			
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7101746470-000001							
32657	STAPLES ADVANTAGE SUPPLIES	06/18/2013 ksteinman	07/02/2013	761.52	0.00	P	Y 06/25/2013
	101-202-727-000	OFFICE SUPPLIES		76.89			
	101-371-727-000	OFFICE SUPPLIES		8.99			
	636-258-727-000	OFFICE SUPPLIES		172.19			
	101-371-727-000	OFFICE SUPPLIES		11.49			
	636-258-727-000	OFFICE SUPPLIES		122.99			
	636-258-727-000	OFFICE SUPPLIES		122.99			
	636-258-727-000	OFFICE SUPPLIES		122.99			
	636-258-727-000	OFFICE SUPPLIES		122.99			

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7101365118-000001							
32658	STAPLES ADVANTAGE SUPPLIES	06/10/2013 ksteinman	07/02/2013	84.70	0.00	P	Y 06/25/2013
	101-227-727-000	OFFICE SUPPLIES		16.89			
	101-202-727-000	OFFICE SUPPLIES		48.86			
	101-265-727-000	OFFICE SUPPLIES		18.95			
7101365118-000002							
32686	STAPLES ADVANTAGE SUPPLIES	06/24/2013 ksteinman	07/02/2013	3.49	0.00	P	Y 06/26/2013
	101-202-727-000	OFFICE SUPPLIES		3.49			
008098							
32596	TEED HEATING & COOLING, INC NORTH BEACH CONCESSION	06/15/2013 ksteinman	07/02/2013	1,418.93	0.00	P	Y 06/24/2013
	577-751-931-000	REPAIRS/MAINT-BUILDS & STRCTRE		1,418.93			
381293							
32663	THAYER INC SUPPLIES	06/17/2013 ksteinman	07/02/2013	1,907.56	0.00	P	Y 06/25/2013
	101-751-741-000	OPERATING SUPPLIES		792.04			
	577-751-741-000	OPERATING SUPPLIES		792.03			
	545-776-741-000	OPERATING SUPPLIES		323.49			
121819							
32720	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS	06/21/2013 ksteinman	07/02/2013	93.00	0.00	P	Y 06/26/2013
	592-560-802-000	OTHER CONTRACTUAL SERVICES		93.00			
165245							
32665	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	06/11/2013 ksteinman	07/02/2013	4.99	0.00	P	Y 06/25/2013
	101-751-741-000	OPERATING SUPPLIES		4.99			
166275							
32666	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	06/17/2013 ksteinman	07/02/2013	9.26	0.00	P	Y 06/25/2013
	101-751-741-000	OPERATING SUPPLIES		9.26			
166665							
32667	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	06/20/2013 ksteinman	07/02/2013	2.99	0.00	P	Y 06/25/2013
	101-751-741-000	OPERATING SUPPLIES		2.99			

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
133414 32668	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140 ksteinman 101-751-741-000 OPERATING SUPPLIES	06/21/2013 ksteinman	07/02/2013	47.97 47.97	0.00	P	Y 06/25/2013
166211 32669	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140 ksteinman 577-751-741-000 OPERATING SUPPLIES	06/17/2013 ksteinman	07/02/2013	2.69 2.69	0.00	P	Y 06/25/2013
166659 32670	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140 ksteinman 101-751-741-000 OPERATING SUPPLIES	06/20/2013 ksteinman	07/02/2013	4.46 4.46	0.00	P	Y 06/25/2013
133236 32671	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140 ksteinman 101-751-741-000 OPERATING SUPPLIES	06/19/2013 ksteinman	07/02/2013	29.99 29.99	0.00	P	Y 06/25/2013
165457 32672	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140 ksteinman 101-446-741-000 OPERATING SUPPLIES	06/12/2013 ksteinman	07/02/2013	20.92 20.92	0.00	P	Y 06/25/2013
0742096 32679	UPLINK SECURITY LLC MONTHLY SERVICE FEES 101-301-802-000 OTHER CONTRACTUAL SERVICES	06/01/2013 ksteinman	07/02/2013	6.45 6.45	0.00	P	Y 06/25/2013
981099 32674	USA BLUE BOOK LAB SUPPLIES 592-559-741-000 OPERATING SUPPLIES	06/10/2013 ksteinman	07/02/2013	86.40 86.40	0.00	P	Y 06/25/2013
976599 32675	USA BLUE BOOK LAB SUPPLIES 592-559-973-001 SEWER SYSTEM EQUIPMENT 592-566-973-001 SEWER SYSTEM EQUIPMENT 592-567-973-001 SEWER SYSTEM EQUIPMENT	06/04/2013 ksteinman	07/02/2013	2,118.65 1,486.67 436.17 195.81	0.00	P	Y 06/25/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
968339 32676	USA BLUE BOOK LAB SUPPLIES 101-301-741-000	05/23/2013 ksteinman	07/02/2013	114.90 114.90	0.00	P	Y 06/25/2013
973946 32677	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	05/31/2013 ksteinman	07/02/2013	20.81 20.81	0.00	P	Y 06/25/2013
976538 32678	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	06/04/2013 ksteinman	07/02/2013	363.36 363.36	0.00	P	Y 06/25/2013
990574 32718	USA BLUE BOOK LAB SUPPLIES 592-559-729-001	06/20/2013 ksteinman	07/02/2013	191.71 191.71	0.00	P	Y 06/26/2013
9706361006 32673	VERIZON WIRELESS CELL PHONES 101-265-850-000 582-558-850-000 591-558-850-000 592-558-850-000 592-562-850-000 592-569-850-000 592-570-850-000	06/10/2013 ksteinman	07/02/2013	1,394.78 670.41 347.83 119.62 119.62 21.45 81.53 34.32	0.00	P	Y 06/25/2013
060313 32659	VILLAGE MARKET #869 FUEL 101-446-748-000	06/03/2013 ksteinman	07/02/2013	81.73 81.73	0.00	P	Y 06/25/2013
317100252544 32680	WAL MART STORE #1540 IS SUPPLIES 636-258-980-001	06/20/2013 ksteinman	07/02/2013	265.82 265.82	0.00	P	Y 06/25/2013
316800392607 32681	WAL MART STORE #1540 SUPPLIES	06/17/2013 ksteinman	07/02/2013	101.62	0.00	P	Y 06/25/2013

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution 636-258-727-000	OFFICE SUPPLIES		101.62			
397044							
32682	WEBB CHEMICAL SERVICE CORP FERRIC CHLORIDE 592-559-741-000	06/07/2013 ksteinman OPERATING SUPPLIES	07/02/2013	5,553.78 5,553.78	0.00	P	Y 06/25/2013
36685							
32683	WEST MICHIGAN DOCUMENT BULK SHREDDING 101-301-802-000	06/11/2013 ksteinman OTHER CONTRACTUAL SERVICES	07/02/2013	90.00 90.00	0.00	P	Y 06/25/2013
# of Invoices:	163	# Due:	2	Totals:	677,149.47		19.88
# of Credit Memos:	0	# Due:	0	Totals:	0.00		0.00
Net of Invoices and Credit Memos:					<u>677,149.47</u>		<u>19.88</u>
* 5 Net Invoices have Credits Totalling:					(33,993.18)		

User: ksteinman

DB: South Haven

INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			191,327.98	11.89		
	204 - STREET FUND			263,720.25	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			5,045.34	0.00		
	401 - CAPITAL PROJECTS FUND 1			21,544.07	0.00		
	545 - BLACK RIVER PARK FUND			323.49	0.00		
	577 - BEACH FUND			3,531.95	0.00		
	582 - ELECTRIC FUND			8,995.61	0.00		
	591 - WATER FUND			15,817.53	0.00		
	592 - SEWER FUND			29,969.82	7.99		
	594 - MARINA FUND			130,389.86	0.00		
	636 - INFORMATION SERVICES FUND			3,232.11	0.00		
	661 - MOTOR POOL FUND			2,321.61	0.00		
	677 - SELF INSURANCE FUND			874.85	0.00		
	718 - TRUST & AGENCY FUND			55.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	001 - ASSETS			97.60	0.00		
	002 - LIABILITIES			(24,117.75)	0.00		
	202 - CITY TREASURER			292.09	0.00		
	209 - ASSESSOR			1,731.67	0.00		
	210 - LEGAL & PROFESSIONAL			5,680.00	0.00		
	227 - PERSONNEL			891.74	0.00		
	258 - DATA PROCESSING			3,232.11	0.00		
	265 - BUILDINGS & GROUNDS			1,460.30	0.00		
	276 - CEMETERY DEPARTMENT			86.62	11.89		
	301 - POLICE			26,388.35	0.00		
	371 - BUILDING INSPECTIONS			9,877.61	0.00		
	446 - HIGHWAYS & STREETS			258,098.20	0.00		
	447 - ENGINEERING			136.28	0.00		
	450 - EQUIPMENT MAINTENANCE			2,321.61	0.00		
	558 - OPERATIONS			28,536.88	0.00		
	559 - TREATMENT			20,416.80	7.99		
	560 - IPP PROGRAM			93.00	0.00		
	562 - LIFTSTATIONS- CASCO TOWNSHI			21.45	0.00		
	566 - TREATMENT - CASCO TWP			436.17	0.00		
	567 - TREATMENT - SH TWP			195.81	0.00		
	569 - LIFSTATIONS - SOUTH HAVEN T			5,048.53	0.00		
	570 - LIFTSTATIONS - CITY			34.32	0.00		
	728 - ECONOMIC DEVELOPMENT			92.35	0.00		
	729 - DOWNTOWN DEVELOPMENT			5,045.34	0.00		

06/26/2013 01:41 PM
User: ksteinman
DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

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INVOICE DUE DATES 07/02/2013 - 07/02/2013
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY DEPT/ACTIVITY ---							
	751 - PARK DEPARTMENT			185,896.46	0.00		
	776 - OPERATIONS			145,097.93	0.00		
	804 - MUSEUMS			58.00	0.00		

City of South Haven

Temporary Seasonal Sign Application

CONTACT INFORMATION

Event Title: Harbor Jet Skis

Sponsoring Organization: Same

Contact Name: Linda Vanderzee

Telephone: 269-079-2378 ⁶³⁷⁻⁸⁷⁸⁸ Cell Phone: 269-779-2378

Email Address: LindaVanderzee-1@hotmail.com

SPECIFIC INFORMATION

Nature of Event: Jet Ski Rental

Sign Description (picture of sign showing dimensions **must** be included): 2x3 sandwich board
Getting a new sign
old sign Harbor Jet Skis
269-079-2378
daily rental

Location of sign(s) (attach drawing if needed): on grass by south Marina
Same location as last year
New sign but same size as last year

Date(s) sign will be displayed: now until Sept-15

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

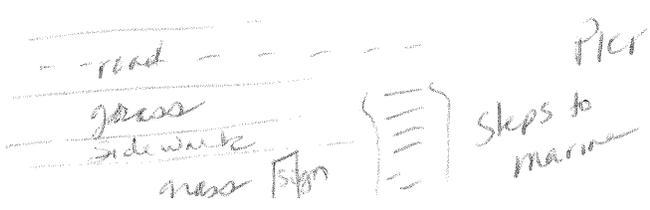
INDEMNIFICATION AGREEMENT

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

Linda Vanderzee
Applicants Signature

6-17-13
Date

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



Memorandum

To: Brian Dissette
From: Deborah Lull
Date: 06/25/2013
Re: Resolution to change employee MERS contributions

The TPOAM collective bargaining agreement has been ratified and approved by Council at its June 17, 2013 meeting. A provision of the contract requires employee contributions to MERS pension to decrease from 11% to 8% of gross wages effective August 1, 2013. A Council resolution to adopt the change is attached.

I request that the resolution be placed on the July 1, 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.



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager

Cc: Paul Vandebosch, Assistant City Manager
Roger Huff, PE, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: June 11, 2013

RE: BR-196 Corridor Analysis

Background Information

In 2012, Progressive AE was hired to complete a review of pedestrian crossings and draft conceptual improvement alternatives for BR-196 through South Haven, Michigan. The study area was the I-196 Business Route within the City Limits from Aylworth Avenue on the south end to Blue Star Highway on the north/east end. The roads in the study area include portions of LeGrange Avenue, Phillips Street, Broadway Avenue, and Phoenix Street. The report was prepared in anticipation of the creation of a Tax Increment Finance district that would be created encompassing properties along the Business Route. Revenues from the TIF district would be invested in improving the roadways and pedestrian crossings along the route.

The report provides conceptual drawings of "lane diets" which would be implemented along the business route. In general, the "lane diets" would reduce the number of through traffic lanes in each direction from two to one. The remaining roadway surface would be restriped to include a center left turn lane, bicycle lanes, and/or on street parking. In some locations, the total width of pavement may be reduced by installing unpaved medians or moving the curb lines closer to the road centerline, creating a wider parkway. Intersections improvements may include curb line bump outs to reduce the length of crosswalks.

A public meeting was held to discuss the proposed TIF district and the conceptual "lane diet" drawings. Some of the attendees at the meeting expressed concerns regarding roadway capacity if the number of vehicular traffic lanes is decreased.

Prior to the Progressive AE study, staff has had various conversations with MDOT about "lane diets" on the business route. MDOT has indicated their willingness to consider changes but has indicated that the City would be responsible to perform a traffic study to evaluate the level of service provided by the new lane configurations.

Memorandum

June 11, 2013

BR-196 Corridor Analysis

Page 2 of 2

Proposed Corridor Analysis

Progressive AE has provided a proposal to perform additional traffic analysis for the business route. The study will provide information that can be utilized by staff, Council, the public, and MDOT in understanding how the business route will function if “lane diets” are implemented. Progressive AE proposes to provide the services for the lump sum amount of \$18,560.

Recommendation

City Council should be requested to authorize the City Manager to accept the professional services agreement with Progressive AE. This could occur at either the June 17 or July 1 meeting. This will permit Progressive AE to gather traffic counts during mid-July as noted in their proposal.

Attachments

I-196 Business Loop Pedestrian Crossing Review and Draft Conceptual Improvement Alternatives

Progressive AE I-196 Business Loop Corridor Analysis Proposal



1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com

June 3, 2013

Mr. Larry Halberstadt, City Engineer
City of South Haven
1199 8th Avenue
South Haven, Michigan 49090

Re: I-196 Business Loop Corridor Analysis

Dear Mr. Halberstadt:

Progressive AE is pleased to submit our proposal for completing a corridor analyses for the I-196 BL in South Haven as the natural follow-up to the earlier safety/pedestrian study. Our understanding of the necessary analysis elements is based upon the efforts we completed this past year and related familiarity with the underlying issues, additional comments from city staff, and input from the Michigan Department of Transportation (MDOT).

Enclosed you will find our proposed scope of services, schedule for completion, and fee for services. If the overall proposal is acceptable to you, please have both originals executed in the space provided and return one executed original to our office for our records.

Progressive AE has prepared this proposal including the scope of work, project assumptions, and compensation for the City of South Haven only. We respectfully request that it be treated as strictly confidential and not copied or distributed for any reason other than evaluation for our hire.

Our team is looking forward to the opportunity to work with you and the City on this additional corridor analysis. Should you have any questions or require additional information, please do not hesitate to contact us at (616) 361-2664. We look forward to hearing from you.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING

Peter C. LaMourie, P.E. PTOE
Transportation Engineering Practice Leader
PCL/smg
01200104/005
Proposal, Enclosures
cc: Progressive AE – Tom Frey, Laura Hill, Jon Parrish

ACCEPTED: Brian Dissette, City Manager
City of South Haven

BY: _____

POSITION: _____

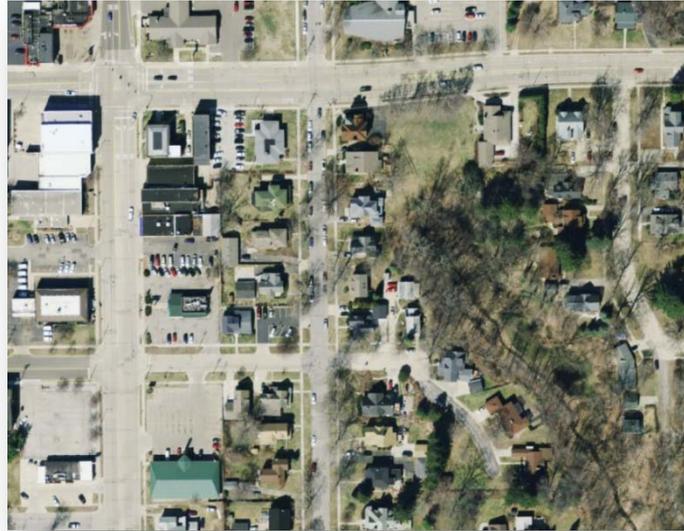
Date: _____

Project/Study Understanding

The City of South Haven has completed two recent studies that delve into potential alternatives for improving several aspects of the I-196 BL between Blue Star Highway on the north/east and Aylworth Avenue. Those studies focused on parking, aesthetic and other improvements at near downtown, and pedestrian crossing safety throughout the study corridor. One of the suggested key elements that resulted from both efforts was the potential for converting all or portions of the business loop (Phoenix Street, Broadway Street, and LaGrange Street) from four or five lanes to three lanes.

As an appropriate follow-up to the initial conversion recommendations and the underlying complete streets goals, the City of South Haven is requesting that full set of peak-hour analyses be completed along the study area corridor to further define how well a three-lane cross section would function both in the near term and in the long term.

Therefore, the primary goal of this analysis is to furnish the city (and MDOT) with a set of capacity calculations, traffic simulations, and related recommendations that will help decision-makers in their considerations of future small or large corridor improvements. The following scope is based upon our past experience with this type of overall analysis and input from MDOT.



Scope of Services

Task 1 - Data Collection

There is significant, albeit somewhat dated, traffic count and signal operations data that is available through City and MDOT efforts within the past five years. In addition to that data, the timing of this study will allow us to collect information as it relates to summer/seasonal peak periods, data not previously collected, thereby assisting in a more comprehensive set of analyses.

Traffic Counts. Progressive AE will collect new weekday morning, weekday afternoon, and Saturday peak-hour traffic data at the intersections outlined below. The peak-hour count data at these study area intersections will form the basis for projecting expected future traffic volumes.

- Phoenix Street/Blue Star Highway
- Phoenix Street/Bailey Avenue
- Phoenix Street/Broadway Street
- Broadway Street/Superior Street
- LaGrange Street/Phillips Street (M-43)
- LaGrange Street/Aylworth Avenue

Roadway System Recon

Although Progressive AE has completed most of this during previous efforts, we will also complete short follow-up on-site recon, obtain current signal operations data from MDOT, and collect any other pertinent proposed road project data that has or will affect short and long term capacity calculations.

Task 2 – Existing Conditions Analyses

Using the data noted above, Progressive AE will complete capacity calculations and required simulations at the six study area intersections and corridor to define how well they are operating under current peak-hour conditions with existing intersection layouts. As mandated for MDOT trunkline analyses, SYNCHRO software (based upon Highway Capacity software criteria) will be used for these and subsequent capacity analyses.



Task 3 – Conversion Analyses - Near Term

Based upon the above data, analyses and corridor simulations will be completed to show projected 2014 peak-hour operating conditions at the corridor intersections with a three-lane cross section in place. The traffic volumes used for this set of analyses will include expected traffic generated by the Meijer store. The results will provide clarification on where (if any) there are capacity deficiencies expected and will also provide the comparative basis for future conditions. This initial analysis may start defining which sections of the corridor (if not all) are best suited from a capacity standpoint for conversion to three lanes. Alternative signal operations and other small physical improvements will be tested to help define true conversion applicability.

Task 4 – Future (2035) Conversion Analyses

Using the Task 3 data and model as a base, future 2035 conditions analyses will be completed to determine which (again, if not all) sections of the business loop within the city will make sound and appropriate candidates for conversion to a three-lane cross section. The traffic volumes used for this set of analyses will include projected volumes from the Meijer store as noted above and longer term traffic growth projections from MDOT's statewide model. Alternative signal operations and other small physical intersection improvements will be tested again to help define true conversion applicability.

Task 5 – Summary Report

The data collection/review efforts and analyses findings from Tasks 1 through 4 will be summarized in text and graphic form. A draft report will be submitted to the City for review and comment. Upon receipt of comments, the final report will be submitted.

Task 6 - Meetings

The budget noted below provides up the three meetings/presentations in South Haven at the City's direction. We expect that at least one of those would be with South Haven and MDOT staff to discuss the analyses findings.

Schedule and Budget**Schedule**

In order to take into account a seasonal "peak" (not 4th of July week), the Task 1 traffic counts will not be completed until late June or mid-July. Completion of subsequent Tasks 2 through the submittal of the draft summary report will be completed within five to six weeks of the completion of the counts. The final report will be completed and submitted within one week of receipt of City review comments.

Budget

The lump sum cost (labor and expenses) for completing the tasks as outlined above will be \$18,560 (eighteen thousand five hundred sixty dollars). Progressive AE will be happy to provide any authorized additional services that may arise such as traffic counts/analyses, additional meeting/presentation attendance, MDOT coordination/meetings, etc on an additional fixed fee basis.

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and City of South Haven, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the ENGINEER shall be limited to those described in the attached proposal letter dated June 3, 2013.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers practicing in the State of Michigan. The ENGINEER shall put forth reasonable professional care to comply with laws, codes, and regulations in effect as of the date of the execution of this Agreement.
- E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from the ENGINEER's opinion of probable construction cost.
- F. Schedule for Rendering Services: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

- G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ENGINEER in the course of and for the purpose of meeting this contract are the property of the ENGINEER, and shall remain in the possession of the ENGINEER. The OWNER shall have access to the above named material during normal business hours of the ENGINEER during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- H. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of these materials.
- I. Payment Terms: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of the invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
- J. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. Abandonment of Work: If any work is abandoned or suspended, the ENGINEER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

- L. Errors and Omissions Insurance: The ENGINEER maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of the ENGINEER's compensation for the services provided.
- M. Indemnification: The ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ENGINEER in the performance of professional services under this Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the ENGINEER and the OWNER. The ENGINEER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. Dispute Resolution: Prior to mediation, in an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

- P. Hiring of Personnel: Owner may not directly hire any employee of the Engineer. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

- O. Site Signage: The ENGINEER shall be permitted to install an exterior sign of not more than 32 square feet for promotional purposes.

I-196 Business Loop Pedestrian Crossing Review and Draft Conceptual Improvement Alternatives



Prepared for:

City of South Haven
539 Phoenix Street
South Haven, MI 49090-1499

Prepared by:

Progressive AE
1811 4 Mile Road NE
Grand Rapids, MI 49525
616/361-2664

December 2012

Project No: 71180002

December 5, 2012

Paul Vandebosch, Asst. City Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090-1499

Re: Summary Report - I-196 Business Loop Pedestrian Crossing Review and
Draft Conceptual Improvement Alternatives

Dear Mr. Vandebosch:

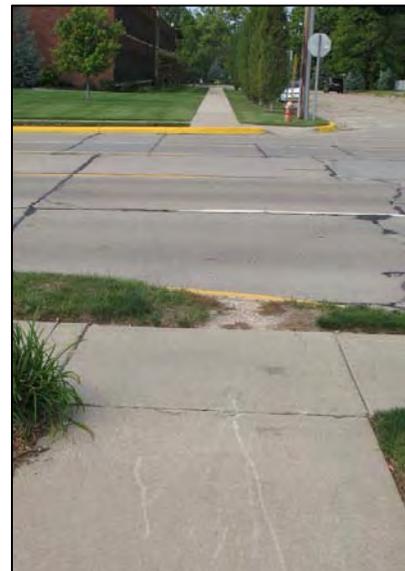
Progressive AE has completed the review and conceptual design/recommendations regarding pedestrian crossings along the I-196 Business Loop streets within the City of South Haven. The following sections of this letter report summarize our review findings and preliminary or conceptual recommendations for improving upon the existing pedestrian environment along this corridor.

Introduction/Existing Conditions

The I-196 business loop is comprised of several city street segments including portions of Phoenix Street, Broadway Avenue, Phillips Street, and LaGrange Street. Concerns have been expressed by many within the city that the current pedestrian crossing facilities along the business loop are insufficient. Those concerns are for both school-related crossing activities along Lagrange Street and resident/visitor/business crossing activities along Broadway Avenue and Phoenix Street.

There are several factors that currently contribute to the existing deficient crossing environment. The lack of viable pedestrian connections and adequate crossings in some areas are one set of subpar factors. Discussions with city staff and a thorough on-site review of existing conditions confirm that:

- there are sidewalk segments that are missing along street sections, particularly along LaGrange, that negatively affect the well-being of school-related functions and other pedestrian activities;
- there appears to be a lack of pedestrian connectivity between residential areas northeast of Phillips Street and the schools on Elkenburg Street;
- there is a lack of pedestrian ramps (of any type) for crossing Broadway Avenue at several intersections;



- there are substandard and/or outdated pedestrian crossing facilities and signal equipment at the Phoenix/Broadway intersection;
- there is generally a lack of defined crosswalks in Broadway Avenue subarea;
- commercial or other driveways that are located too close to street intersections/crossing locations;
- there are pedestrian ramps that don't meet current ADA standards (although a few have been updated through city funds/projects); and
- there are one or more crosswalks that should be shifted slightly at offset intersections.



One other important factor that contributes to the existing difficult pedestrian crossing environment is the wide cross section of the various segments of the business loop. Those cross sections vary from four lanes on much of Phoenix Street up to five lanes on Broadway/Phillips/LaGrange. These widths result in potentially unnecessary longer exposure of pedestrians to vehicular traffic (at likely higher speeds), thereby increasing the potential for vehicular/pedestrian crashes and resulting injuries or worse.

Review/Analyses and Recommendations

Although this review/analysis effort encompassed the entire business loop between Blue Star Highway and Aylworth Street, discussions with staff indicated there were several key locations or subareas that should be the primary focus of this review based upon long term observations regarding pedestrian crossing demands and input from various user groups. Those locations were:

- Phoenix/Broadway intersection subarea;
- Broadway/Superior intersection subarea;
- Phillips/LaGrange intersection;
- LaGrange/Elkenburg subarea; and
- Phoenix intersections with side streets like Hubbard.

As part of our review tasks, several past related documents were obtained and reviewed to make sure recommendations took into account related information or previous input, both from a pedestrian and vehicular standpoint. Those documents included a "Safe Routes to School" study done in early 2112, an I-196 B.L. "Scoping Report" done for Michigan Department of Transportation (MDOT) in 2009, a Ped/Bicycle/Paddle plan done in 2009, and a traffic study done for the Meijer site in 2011.

Cross Section Conversion Analysis

It became apparent from the outset of this study through discussions with staff and on-site observations that many, if not most, of the pedestrian crossing recommendations could, or should, be in conjunction with potential changes in the various cross sections of the business loop streets. In short, should the city consider (with subsequent coordination/concurrence with MDOT) revising the existing four-lane and five-lane cross sections to three-lane cross sections to help support a safer environment for crossing pedestrians?

Such conversions or “road diets” have become increasingly pursued and accepted by communities and road agencies given the federal mandate that such applicable streets should become more user friendly for all types of users including drivers, pedestrians, cyclists, transit riders, etc. — the essence of the “complete street.” Conversions done on appropriate streets/roads are seen as providing many social, economic, mobility, and quality-of-life benefits.

Traffic volumes are the key initial factor in determining whether one or more of the segments of the business loop in South Haven would be viable candidates for a conversion to three lanes. Federal and state guidelines (latter adopted in 2009) outline potential support for conversions to three lanes if long term AADT (average annual daily traffic) projections are within/under a certain level of traffic per day. The desired maximum threshold is 15,000 vehicles per day, although a higher volume may be accepted if supported by additional applicable engineering analyses.

Given those base parameters, an analysis of existing and projected (2035) traffic volumes was completed for the I-196 BL segments between Blue Star Highway and Aylworth Street. From an MDOT database, 2010 traffic volumes were identified and used for the basis of this analysis. It should be noted that 2011 volumes were also available but were slightly lower — 2010 volumes were therefore used as a conservatively worse-case analysis. That data indicated average daily volumes as follows:

Phoenix Street – Broadway to Blue Star:	8,540 vehicles
Broadway Avenue – Phoenix to Phillips:	8,220 vehicles
LaGrange Street – Phillips to Aylworth:	6,810 vehicles

These base volumes were then increased by two factors to provide a relative worse case analysis; seasonal variations and projected long term traffic growth. First, a seasonal factor, (“PTR Pattern Assignments”) developed by MDOT for various areas of the state, was used to increase the 2010 AADT volumes to reflect higher summer traffic volumes. A worse case Pattern 4 was used for this area, with a July PTR factor of .7454 inverted, to provide an increase factor of 1.34 or 34% increase (to provide higher July level traffic versus annual “average”).

Second, based upon discussions with MDOT Statewide Modeling staff (Lansing), traffic volumes in this area are not expected to increase much through 2035 with an annual percent growth less than 0.1 %. Therefore a 2.5% growth factor (total) was applied to 2010 seasonal volumes to define projected 2035 ADT or daily volumes.

Based upon these combined factors, the projected 2035 daily traffic volumes on the individual sections noted above are as follows (rounded):

Phoenix Street – Broadway to Blue Star:	11,730 vehicles
Broadway Avenue – Phoenix to Phillips:	11,290 vehicles
LaGrange Street – Phillips to Aylworth:	9,350 vehicles

When compared to the maximum desired threshold per guidelines of 15,000 vehicles, it appears that all three segments of the business loop in question would easily meet (be under) that key parameter even in the long term. Even if one of the growth factors was arbitrarily increased substantially (say, seasonal adjusted increase (over average annual volume) is assumed to be 50% instead of 34%), the resulting projected volume would still be well under the 15,000-vehicle threshold.

Conceptual Recommendations

Given the results of the above cross section conversion analysis and current pedestrian deficiencies noted, a set of recommendations were developed for each of the representative street sections (or subareas). Those are outlined in the sections below for each subarea, with many of the specific physical recommendations illustrated on the attached conceptual graphics.

It should be noted that the graphics purposely illustrate various alternatives for converting the existing wide cross sections to three lanes. Those alternatives include physically narrowing the street by relocating/reconstructing curbs, narrowing through the introduction of on-street parking (where applicable), narrowing just with the re-striping of lanes and related pavement markings, or a combination of those. If conversions are pursued, the city and MDOT will need to decide which type of cross section alternative (or variations thereof) best meets the various needs of each section of the business loop, and potentially how those may be phased in over time.

In the light of current complete streets initiatives, the availability of existing pavement, and discussions with staff, all of the conceptual cross section alternatives include bike lanes.

Phoenix/Broadway Subarea

- Retain separate northbound and westbound through and right turn lanes given their higher volume nature
- Provide on-street parking along the west side of Broadway where possible
- Narrow Broadway between that parking and driveways/intersections to expand upon landscape areas and reduce pedestrian exposure/crossing times
- Retain existing commercial curb cuts with only minor modifications
- Provide bike lanes with configurations per MMUTCD guideline
- Revise/upgrade pedestrian ramps/equipment at the signalized Phoenix/Broadway intersection and three of the four pedestrian ramps for crossing Broadway at Huron Street

Broadway/Superior Subarea

- Provide on-street parking on west side of Broadway north of Superior
- Relocate the curb line on the other three quadrants to provide a physically narrower street section
- Retain existing commercial driveways (with applicable revisions)
- Construct a new section of sidewalk along the north side of Superior west of Broadway to enhance provide that missing pedestrian link to the beach and other areas

LaGrange/Phillips Subarea

- Eliminate the pedestrian crossing of business loop (for better connections to the south)
- Extend sidewalk along east side all the way south to Elkenburg subarea
- Widen the existing median island on Phillips (M-43) slightly to reduce pedestrian exposure while retaining good turning movement space for southbound left-turn vehicles (including large trucks)
- Re-stripe the business loop to three wide lanes with 5-foot buffer zone between the through lanes and 6-foot bike lanes

Note: Curved nature of Phillips/Lagrange in this area, skewed geometry of the intersection, need for storage for southbound left turn traffic, and lack of adequate traffic volumes to warrant a traffic signal all contribute to make this intersection/area a poor location for crossing pedestrians (unless a HAWK signal or the like is used – further discussion later in this report).

LaGrange/Elkenburg Subarea

- Provide two raised median pedestrian islands at key locations with offset crossings to improve pedestrian/vehicle recognition
- Re-stripe LaGrange to three wide lanes with 4-foot to 5-foot buffer zone between the through lanes and 6-foot bike lanes
- Provide sidewalk all along east side of LaGrange, especially north of Arbor Court and near south end of subarea
- Consider longer raised center median between high school driveway and Arbor Court with vertical landscape treatments (ornamental canopy trees) to help calm traffic and serve as gateway feature to lower speed environment

Phoenix/Hubbard Subarea (applicable to most of Phoenix)

- Convert existing four lanes to three lanes
- Provide 5-foot bike lanes
- Add/relocate more defined crosswalk to position on east side of “north” Hubbard Street

Transitions

In addition to the recommended pedestrian and cross section conversion alternatives illustrated on the graphics, recommendations were included as to how the narrower cross sections would be transitioned at each end of the study area to dovetail with existing/remaining cross sections and lane configurations. Two additional illustrations are attached to show conceptual transition recommendations for the areas at/near Phoenix/Blue Star and LaGrange/Aylworth.

Other Potential Pedestrian System Improvements

There are several other potential pedestrian system improvements or alternatives that were briefly discussed through this study process but not noted in the above sections. One improvement could be to provide a new sidewalk connection from LaGrange eastward for improved connectivity to those neighborhoods northeast of Phillips Street. Seen mostly for school/student use, a connection could potentially be provided off the southwest end of Hiways Avenue, or a pathway from Phillips through a private wooded area just to the east of Hiways Avenue.

As noted briefly above, there are now pedestrian activated signals allowed (where warranted) for locations that have a relatively high pedestrian demand but not enough (often combined with traffic volumes) to meet the warrants for a full traffic signal. One such configuration/system is called a "HAWK" signal and has been utilized successfully in several cities in the U.S. It's our understanding that their use is still limited in Michigan so acceptance by most roadway agencies may also be limited. However, we suggest the city keep an open mind when it comes to these or other newer technologies.

Summary

The findings and resulting alternative conceptual recommendations drawn from this study provide the city with several characterizations of how to improve upon the pedestrian environment along the I-196 business loop. As is usually the case, should the city choose to pursue the conversion to three lanes on one or more segments, costs/funding will likely play a large part in what alternative or alternatives are chosen and when the conversions are done. In any case, many of the illustrated recommendations will not only improve pedestrian connectivity and safety but also provide a more complete street for all of the users of this key South Haven corridor.

Please let me know if you have any questions or comments regarding this summary or the attached graphics or wish us to assist with coordination of potential subsequent steps in this overall process. Thank you for the opportunity to assist you and the City of South Haven on this review and conceptual design process.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING

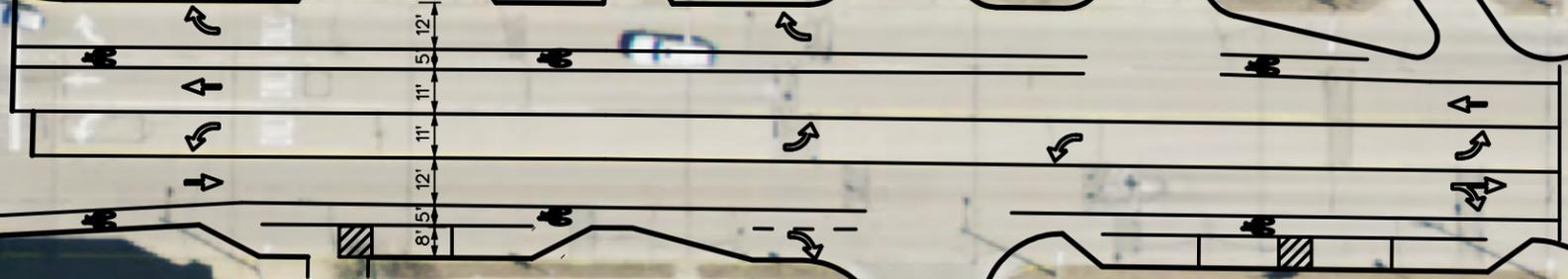
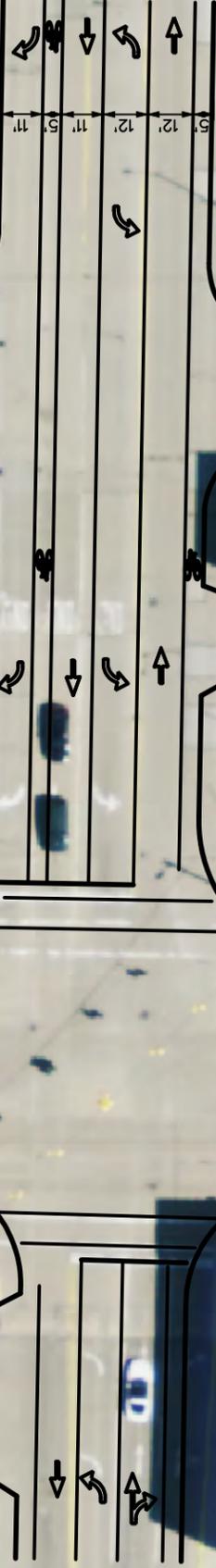
Peter C. LaMourie, P.E. PTOE
 Transportation Engineering Practice Leader

FOR DISCUSSION PURPOSES ONLY

BROADWAY STREET

PHOENIX STREET

HURON STREET

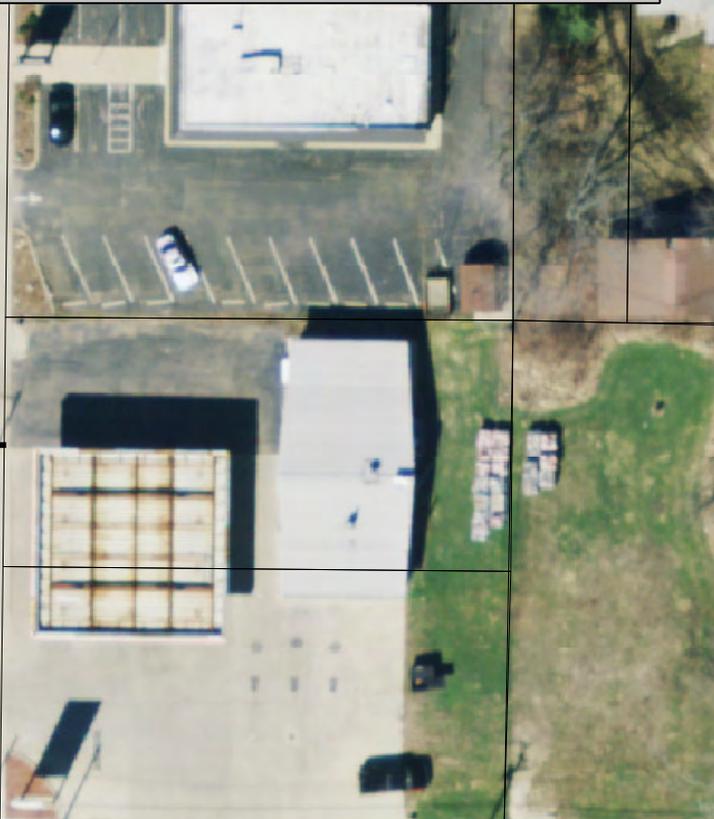
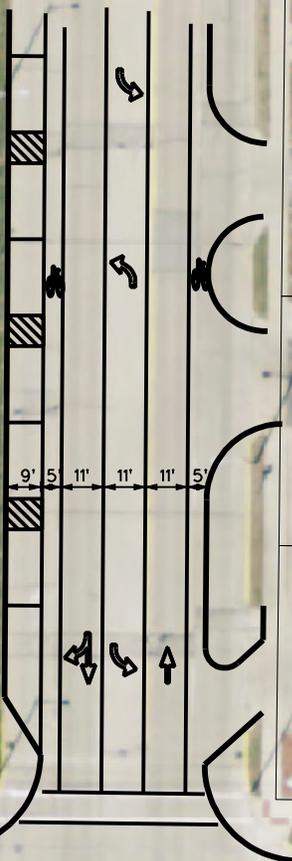


CONCEPTUAL LAYOUT

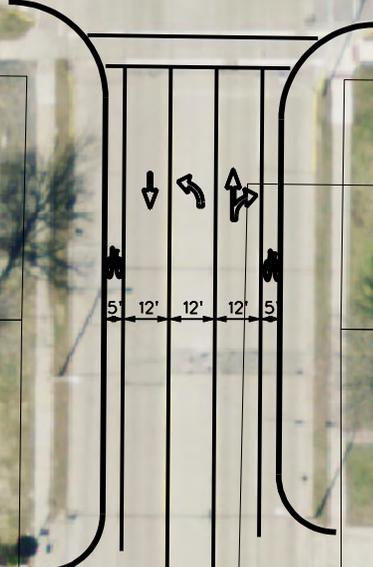
PHOENIX/BROADWAY SUBAREA

FOR DISCUSSION PURPOSES ONLY

BROADWAY STREET



SUPERIOR STREET



CONCEPTUAL LAYOUT
BROADWAY/SUPERIOR SUBAREA

FOR DISCUSSION PURPOSES ONLY

PHILLIPS ST

LAGRANGE ST

SOUTH HAVEN P

PHILLIPS ST

LAGRANGE ST

6' 5' 13' 14' 13' 5' 6'

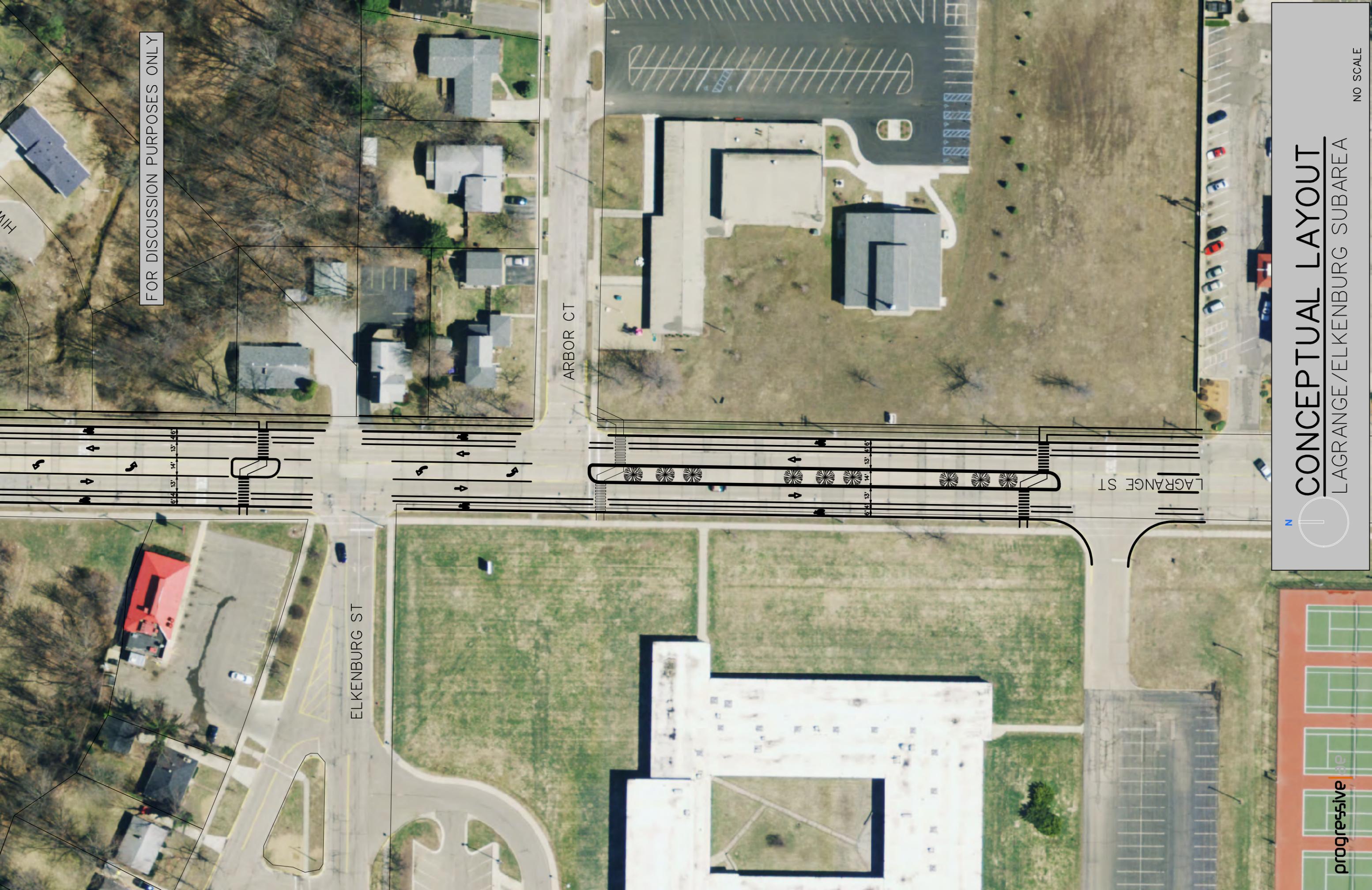


CONCEPTUAL LAYOUT

LAGRANGE/PHILLIPS SUBAREA

NO SCALE





FOR DISCUSSION PURPOSES ONLY

ELKENBURG ST

ARBOR CT

LAGRANGE ST



CONCEPTUAL LAYOUT

LAGRANGE/ELKENBURG SUBAREA

FOR DISCUSSION PURPOSES ONLY



HUBBARD ST

PHOENIX ST

HUBBARD ST



CONCEPTUAL LAYOUT

PHOENIX/HUBBARD SUBAREA

FOR DISCUSSION PURPOSES ONLY

CHERRY ST

CHERRY CT

ITZEN CT

JONES ST

PHOENIX ST

BRADLEY AVE

BLUE STAR HWY

5' 12' 11' 12' 5'

13' 13' 14' 13' 16'



CONCEPTUAL LAYOUT

PHOENIX/BLUE STAR TRANSITION

NO SCALE

FOR DISCUSSION PURPOSES ONLY

AYLWORTH AVE.

LEGRANGE ST

6'-4" 12" 11" 5' 11"



CONCEPTUAL LAYOUT

LAGRANGE / AYLWORTH TRANSITION



License Agreement for a Projecting Sign Phoenix Records and Boutique 330 Kalamazoo Street

City of South Haven

Background Information:

Phoenix Records and Boutique is planning to open a retail store at 330 Kalamazoo Street. They have requested a license agreement with the city to install a projecting sign in the front of the business. Details of the sign proposed are attached to this report.

The City Code of Ordinances requires a license agreement before the proposed sign may be installed over city property. Staff has reviewed the application and confirmed that the sign complies with all zoning regulations.

Recommendation:

Staff recommends that City Council approve the license agreement for 330 Kalamazoo Street.

Support Material:

Application materials
Draft License Agreement

**LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND PHOENIX RECORDS AND BOUTIQUE
330 KALAMAZOO 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 Phoenix Records and Boutique, 330 Kalamazoo Street, Unit 5 (the "Leaseholder") with respect to the following facts and circumstances.

RECITALS

A. Kalamazoo 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 330 Kalamazoo 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 Kalamazoo 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. (Attached) 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 or 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, licensees or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the 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 _____, 2013.

Signed in the Presence of:

CITY OF SOUTH HAVEN
a Michigan home rule city

By: _____

Its: City Manager

Leaseholder, 330 Kalamazoo Street

By: _____

Its: _____

SCHEDULE A

South Haven City

Parcel No.: 80-53-770-007-70
Plate No.: C280

Parcel Address: 511 PHOENIX ST
Name: SOUTHERN SHORE VENTURES LLC

Owner Address: 8 ARROWCREST
CROTON ON HUDSON, NY 10520-1548

Current Class: 201
Current Assessment: 119500
Previous Assessment: 119500
Taxable Value: 119500
Homestead %: 0
School District Code: 80010
Calculated Acreage: 0.1

Property Legal Description

C280A 3-1-17 712-664 832-592 1339-338 1460-545 1482-183,184 UNIT 1 THE NEW YORKER TOGETHER WITH RIGHTS IN THE COMMON ELEMENTS AS DESCRIBED IN THE MASTER DEED RECORDED IN LIBER 1516, PAGE 171 AND ANY AMENDMENTS TO SAME. *** SPLIT ON 27 MARCH 2009 FROM 80-53-770-007-60 FOR 2010.

43 in



PHOENIX

RECORDS & BOUTIQUE

20.063 in

- Lighted & Non-Lighted Signs
- Sandblasted Wood
- 23k Gold Leaf
- 3-D Carved Lettering
- Screen Printing & Embroidery
- Digital Printing
- Vehicle Lettering & Graphics

Creating Signs That Get Noticed.
Really noticed.



www.signimpressionsinc.com

JOB DESCRIPTION:

ALL THE IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS AND SPECIFICATIONS ARE OWNED BY, AND THE PROPERTY OF SIGN IMPRESSIONS INC., KALAMAZOO, MI 49008 AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, DRAWINGS OR SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF SIGN IMPRESSIONS INC., KALAMAZOO, MI 49008.

ph. 269-382-5152
3929 Ravine Road, Kalamazoo, MI

DRAWN BY:

APPROVED BY:

DATE:

SCHEDULE A

A219 10-1-17 687-822 1006-306 1057-280 1355-840 1358-494 LOTS 17 & 18.

BLOCK 19 ORIGINAL PLAT OF SOUTH HAVEN

BASE MAP

Showing Parcel Lines and Labels



Sols

SCHEDULE B

43 in



PHOENIX RECORDS & BOUZZQUE

20.063 in

Screened & Vapor Control Signs
Standardized Areas

2000-2003

Carved, Lettering

Screen Printing & Embroidery

Digital Printing

Large Lettering & Graphics

www.signimpressionsinc.com

Really noticed.



ph. 269-382-5152

3929 Ravine Road, Kalamazoo, MI



**10" deep double faced electric sign cabinet
20" h x 43" L
Flag mounted to building**

7' 6" Clearance

90.22 in



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2013

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).

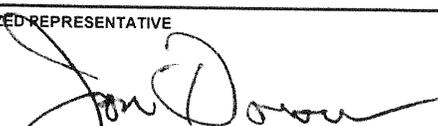
PRODUCER South Haven Insurance Services 613 Huron St. PO Box 469 South Haven MI 49090	CONTACT NAME: Jon Dorow	
	PHONE (A/C. No. Ext.): (269) 637-2105	FAX (A/C. No.): (269) 637-5622
E-MAIL ADDRESS: jdorow@southhaveninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL136500582 **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	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		4W94752	6/5/2013	6/5/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300.00
							MED EXP (Any one person) \$ 5.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000.00
							PRODUCTS - COMP/OP AGG \$ 2,000.00
							\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> Y <input type="checkbox"/> N
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS \$
							OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of South Haven 539 Phoenix St. South Haven, MI 49090	CANCELLATION 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 



License Agreement Request Monroe Park Sign

City of South Haven

Background Information:

The association members of the Monroe Park neighborhood are requesting a license agreement to replace an identifying sign at the park in Monroe Park. The neighborhood representatives, Ken and Lynda Hogan, 44 Grand Blvd., state that the sign and the associated landscaping will be maintained by the neighbors owning property within the park. A photo of the sign and landscaping is included in this application.

Recommendation:

Staff recommends approval of the license agreement.

Support Material:

Draft license agreement
Photo of proposed sign and landscaping
Location map of sign

LICENSE AGREEMENT

This License Agreement is made as of _____, 2013 between the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, MI 49090 (the "City") and Lynda and Ken Hogan (the "Licenseholders"), individuals whose address is 44 Grand Boulevard, South Haven, MI 49090 which is located adjacent to the area known as the Monroe Park (the "Property").

RECITALS

- A. Whereas, Monroe Park is a public park within the corporate limits of the City, and
- B. Whereas, the Licenseholders have an interest in Monroe Park as property owners in the adjacent Monroe Park.
- C. Whereas, The Licenseholders ask to make certain additions and improvements to the Park which additions and improvements would be located upon the public lands of Monroe Park, and
- D. Whereas, within the public property, the Property Owner desires to install decorative landscaping and a freestanding sign (Exhibit A) which identifies Monroe Park and the Monroe Park neighborhood as an historic area of the city, and
- E. Whereas, the City is now willing to permit the sign and landscaping subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

- 1. License. The City licenses the Property Owner the area of the Park designated on the drawing attached as Exhibit B, for installing and maintaining the sign, and for the planting and maintaining of landscaping (the "Licensed Area"), in a manner compliant with applicable ordinances of the City, in a manner compliant with applicable ordinances of the City, subject to the terms and conditions of this Agreement and for no other purpose.
- 2. Term. The term of the license shall commence upon the date of this Agreement and continue until terminated as provided in this Agreement.
- 3. Consideration. The Property Owner shall, without cost to the City, use and maintain the Licensed Area, and the sign and landscaping permitted to be located in the Licensed Area by this Agreement, as reasonably necessary to comply with applicable ordinances, policies, laws, rules, regulations, good practices, and to reasonably ensure its proper function, safety and general appearance.
- 4. Requirements of the Property Owner. This license is subject to the following terms and conditions:
 - (a) Removal of Improvements. The Property Owner acknowledges and agrees that if the City determines to use or develop the Licensed Area for any public purpose, the Property

Owner shall be required to remove any signage or landscaping located in the Licensed Area at their sole cost and expense. Such determination by the City shall serve to terminate this Agreement in accordance with paragraph 10 below.

(b) **No Warranty.** The Property Owner accepts the Licensed Area "AS IS" and with all faults. The City has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Licensed Area. Without limiting the generality of the previous statement, the City makes no representation about the presence or absence of any hazardous substances or materials or other contaminants and makes no representation about the suitability of the Licensed Area for any purpose or use.

6. **Ownership.** This license does not grant or convey to the Property Owner any rights, title, or interest in the Licensed Area. The City retains all of its property rights in the Licensed Area. The City shall retain full ownership of all land platted as public right-of-way. No provision of this Agreement shall be construed to limit the City's right to enter upon, control and/or perform work within the Licensed Area.

7. **Assignment or Use by Others Prohibited.** The Property Owner may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City's prior written consent.

8. **Indemnification.** The Property Owner shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the Property Owner's use of the Licensed Area under this Agreement.

9. **Breach and Remedies.** All remedies in this Agreement are cumulative of all other remedies available at law or in equity. Remedies may be exercised simultaneously or sequentially. The failure to initially use any remedy is not a waiver of that remedy. To the extent not otherwise prohibited by law, the prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorneys fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings, and jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Van Buren County, Michigan. The failure of either party to act upon any breach of this Agreement shall not be deemed a waiver of that breach.

10. **Termination.** The license granted pursuant to this Agreement is terminable at the will of either the City Council of the City or the Property Owner. Prior to terminating the license, the City shall first give the Property Owner written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that the Property Owner may address the City Council. Upon the termination of this Agreement, the Property Owner shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any fencing, landscaping or other improvements located in the Licensed Area.

11. **Binding Effect.** This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

12. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation; however the recitals are an integral part of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have caused this Agreement to be executed as of the date first above written.

CITY OF SOUTH HAVEN

PROPERTY OWNER

By: _____
Robert Burr, Mayor

Ken Hogan

By: _____
Amanda Morgan, Clerk

Lynda Hogan

Date signed: _____, 2013

Date signed: _____, 2013

Exhibit A

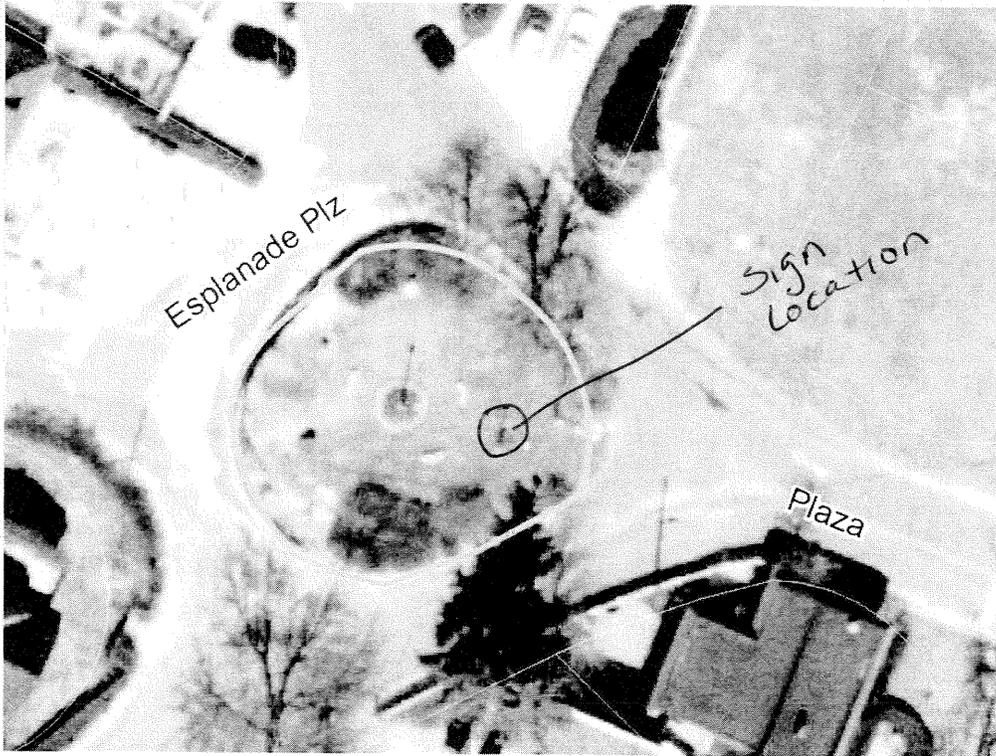
Photo of Monroe Park Sign and Landscaping



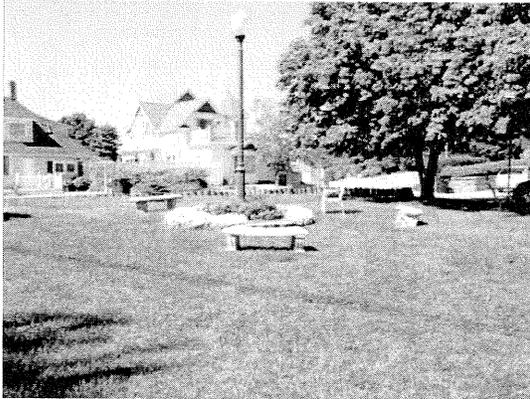
Exhibit B

Sign Location

Historic Monroe Park Aerial



Historic Monroe Park Images



BASE MAP

Showing Parcel Lines and Labels



BASE MAP

This Base Map consists of the Township Roads, Lakes, and Rivers.

One can overlay other information on this Base Map or begin a new map.

NOTE: This information can always be viewed by clicking the title of the map. Information about each LEGEND item (below the map) is displayed by clicking each legend item.

40 US Feet

- Rivers-Lakes
- Municipal Name Municipal Border
- Railroads
- Public Roads
- Property Lines
- Subdivision Lines
- Condominiums Lines

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Agenda Item H

Williams Street Dumpster Enclosure

Background Information:

The City Council will be asked to consider approval of the construction of a dumpster enclosure to be placed in the city's parking lot on Williams Street. The project's total cost is \$16,878, and will be funded by the Downtown Development Authority.

As part of the Williams Street reconstruction project, the city has been attempting to provide space for the placement of dumpsters. The dumpsters serve the Williams Street businesses, hotels, and others. The solution reached by the city's staff was to place the dumpsters into the city's parking lot on Williams Street. Those dumpsters have been in place for over a year. Staff has received a variety of complaints about the appearance of the dumpsters from the adjacent property owners and members of the public. As a result, staff recommends the installation of a dumpster enclosure. The enclosure will be built to resemble the city's other enclosures. An example of the city's existing enclosures can be found on Black River Street. The proposed unit is anticipated to resemble the units on Black River Street.

Recommendation:

The City Council should consider a motion to approve the construction of a dumpster enclosure, to be placed in the city's parking lot on Williams Street, for a total cost of \$16,878.

Support Material:

Engineer's recommendation
Dumpster location map

June 24, 2013

Brian Dissette, City Manager
City of South Haven
539 Phoenix St.
South Haven, MI 49090

Re: Williams Street Dumpster Project

Dear Brian,

The deadline for bids for the above project was on June 21st at 2:00 pm at the office of Abonmarche.

The City provided a list of 4 local South Haven contractors and when they were initially contacted about the project, all were planning on submitting a bid. One bid was received from Compton, Inc. After Friday's results, we attempted to contact all the bidders and learned that both Olson Brothers and DeBest were too busy to take on the job and meet the deadline for the project. We have not yet heard from Exterior Site Services on their intentions.

Compton's bid for the Williams Street Lot Dumpster Enclosure is \$16,878.00. Due to the tight schedule and the City's pre-approval of the initial bidders list, we recommend that Compton be awarded this project. They have indicated their ability to complete the project within the City's timeline and their price is within our expectations of the budget for this project.

Sincerely,



Jeffrey M. Saylor, AIA/LEED AP
Vice President

Enclosure

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

TO:

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

FOR:

South Haven Dumpster Projects

BID DUE DATE: June 21, 2013

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name Compton Inc.
Address PO Box 487
City, State, Zip South Haven MI 49090

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Williams Street Lot Dumpster Enclosure:
sixteen thousand eight hundred & seventy eight dollars
(\$ 16,878), in lawful money of the United States of America.

South Haven Yacht Club Dumpster Revision:
eight thousand two hundred & fifty one dollars
(\$ 8,251), in lawful money of the United States of America.

We acknowledge visiting the site before making an offer to City of South Haven:

Bidder: Stn Compton / Compton Inc.

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from the bid closing date.

CONTRACT TIME

If this Bid is accepted, we will: Begin Construction on July 8, 2013.

Substantial Completion: July 22, 2013.

Totally Complete the Work (Including Punch List Items for All Projects) July 26, 2013.

BID FORM SIGNATURE(S)

The Corporate Seal of
Compton Inc.
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:
Christine Clayton

(Authorized signing officer, Title)

(Seal)

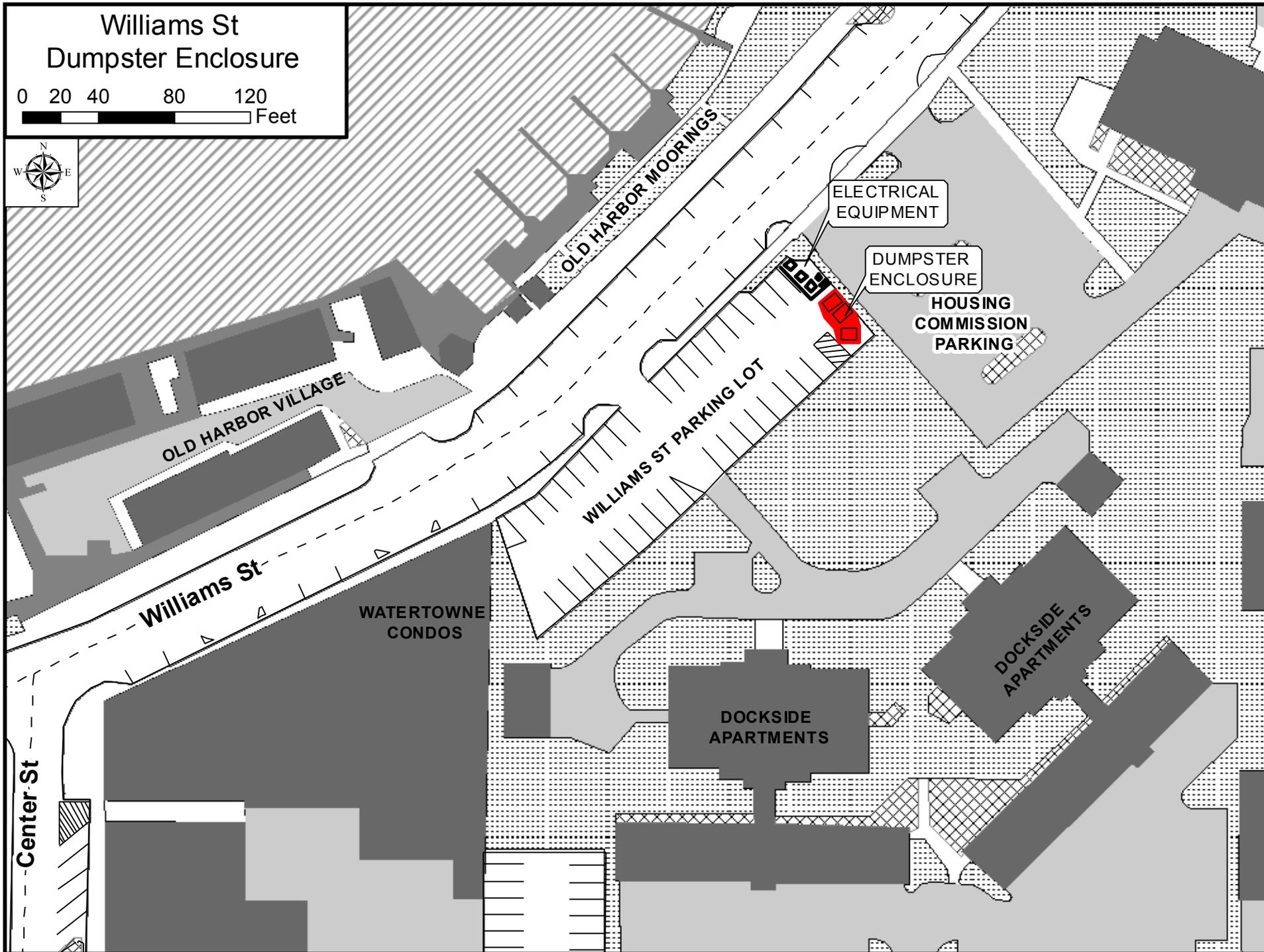
(Authorized signing officer, Title)

[Handwritten Signature] President

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM

Williams St Dumpster Enclosure



OLD HARBOR VILLAGE

OLD HARBOR MOORINGS

ELECTRICAL EQUIPMENT

DUMPSTER ENCLOSURE

HOUSING COMMISSION PARKING

WILLIAMS ST PARKING LOT

Williams St

WATERTOWNE CONDOS

DOCKSIDER APARTMENTS

DOCKSIDER APARTMENTS

Center St



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager
Roger Huff, PE, DPW Director

From: Larry Halberstadt, PE, City Engineer

Date: June 24, 2013

RE: License Agreement for 605 Bailey Ave.

Background Information

On November 1, 2010, Council passed Resolution 2010-47, petitioning the Van Buren County Drain Commissioner to extend the South Branch of the North Phoenix County Drain and make improvements to a drainage course that extends easterly into South Haven Charter Township. The Drain Commissioner has been working on design of the improvements for the last several years but has had difficulty obtaining all easements needed for construction of improvements.

One of the parcels requiring a drainage easement is located at 605 Bailey Ave. and is owned by Joseph M. & Beverly J. Armstrong. As the Drain Commissioner's staff surveyed the drain, they identified an encroachment by the Armstrongs in a portion of the platted Green Street right-of-way. The encroachment consists of a concrete driveway and an in-ground basketball hoop located in the south 3 feet of the right-of-way. During negotiations to obtain the drainage easement across the 605 Bailey Ave. parcel, Mr. Armstrong indicated his willingness to grant the necessary easement to the Drain Commissioner in exchange for permission from the City to continue using the south 3 feet of the Green Street right-of-way for his driveway.

Staff has reviewed the undeveloped portion of the Green Street right-of-way. At the present time, there are no public utilities located within the right-of-way east of Bailey Avenue. No road improvements have been constructed. The only use of the right-of-way is to serve as an open drainage course for the conveyance of storm water runoff. Thus, staff has no concerns with granting Mr. Armstrong's request for continued use of the south 3 feet of the Green Street right-of-way.

Recommendation

Council should be requested to authorize the City Manager to enter into a License Agreement with Joseph M. & Beverly J. Armstrong for continued use of the south 3 feet of the Green Street right-of-way, located east of Bailey Avenue. A draft license agreement is attached for consideration.

Memorandum

June 24, 2013

License Agreement for 605 Bailey

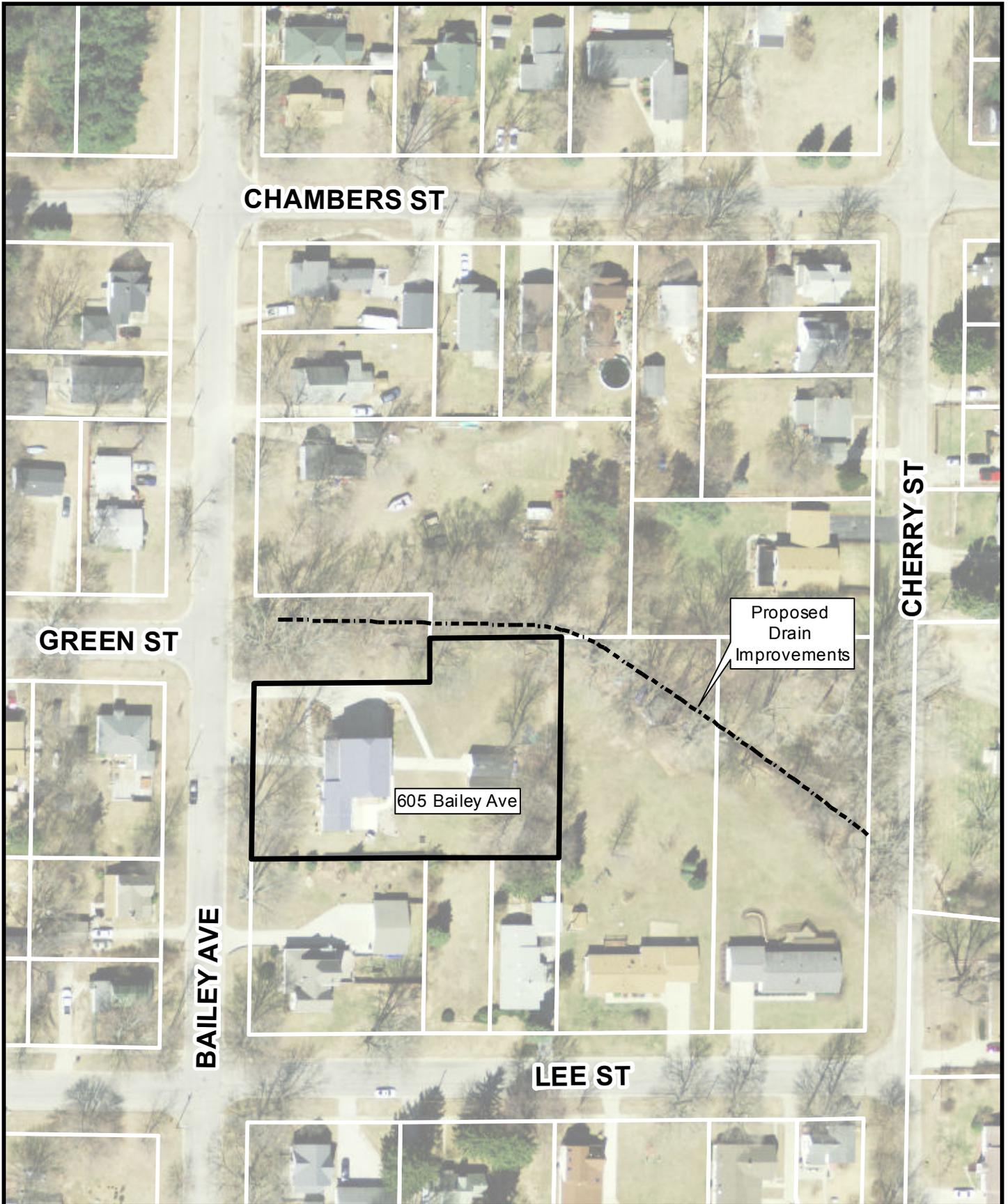
Page 2 of 2

Attachments

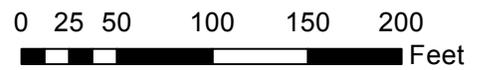
605 Bailey Map

Resolution 2010-47

Draft License Agreement



605 Bailey Ave
License Agreement



1 inch = 100 feet

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2010-47

A RESOLUTION OF PETITION TO THE VAN BUREN COUNTY DRAIN COMMISSIONER

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on November 1, 2010 at 7:30 p.m. local time.

PRESENT: Bemis, Frost, Klavins, Patterson, Burr

ABSENT: Fitzgibbon, Kozlik Wall

The following preamble and resolution was offered by Member Bemis and supported by Member Klavins.

BE IT RESOLVED, that the City of South Haven, County of Van Buren make and cause to be filed a petition in form substantially as follows:

EXTENDING THE SOUTH BRANCH OF THE NORTH PHOENIX COUNTY DRAIN

To the County Drain Commissioner of Van Buren County: Your petitioners make petition, and hereby respectfully ask you to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway, install structures or mechanical devices to properly purify or improve the flow of the North Phoenix Drain which will properly drain the lands in said district, under the provision of the Michigan Drain Code, P.A. 40 of 1956 as amended, MCL 280.191, Chapter 8. Furthermore, the adding of lands to the drainage district may be necessary in conjunction with this petition.

Your petitioners further respectfully declare that the cleaning out, relocating, widening, deepening, straightening, tiling, extending or relocating along a highway, installing structures or mechanical devices to properly purify or improve the flow of the North Phoenix Drain will be necessary and conducive to the public health, convenience and welfare of said City.

The Spur of the South Branch of the North Phoenix Drain is generally described as follows: Beginning at the South Branch of the North Phoenix County Drain at a location north of Green Street and east of Prospect Street; thence southerly to Green Street; thence easterly along Green Street to the end of the Green Street right-of-way; thence southeasterly to Cherry Street; thence easterly to Blue Star Highway; thence continuing easterly under Blue Star Highway to the upstream terminus.

Your petitioners further respectfully request that the following specific improvements be made within the City of South Haven: replacement of the culvert below Cherry Street and replacement of all CMP storm sewer pipe between Green Street and the outlet to open channel flow north of Green Street.

BE IT FURTHER RESOLVED, That Mayor and City Clerk are hereby authorized and directed to execute said Petition for and on behalf of this City and to file the same with the Drain Commissioner.

BE IT FURTHER RESOLVED that this City hereby consents to the foregoing described drain project and to an assessment at-large on the basis of public health benefit for a percentage of the total amount assessed for the cost of the proposed work.

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

RECORD OF VOTE:

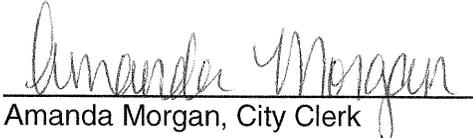
Yeas: Bemis, Frost, Klavins, Patterson, Burr

Nays: None

RESOLUTION DECLARED ADOPTED.



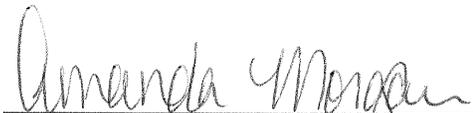
Robert G. Burr, Mayor



Amanda Morgan, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 1st day of November, 2010, 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

**LICENSE AGREEMENT
BETWEEN
THE CITY OF SOUTH HAVEN
AND
JOSEPH M. & BEVERLY J. ARMSTRONG**

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 Joseph M. & Beverly J. Armstrong, 605 Bailey Ave, South Haven, Michigan 49090 (the "Leaseholder") with respect to the following facts and circumstances.

RECITALS

A. Green Street is a public street within the corporate limits of the City of South Haven as platted on the Assessor's Plat of Herriman's Addition to South Haven and recorded in Liber 3 of Plats, Page 90, Van Buren County, Michigan. Green Street east of Bailey Avenue is currently unimproved.

B. Leaseholder has a leasehold interest in a building and land commonly known as 605 Bailey Ave, South Haven, Michigan ("Leaseholder's Parcel"), which is used as a residence. Leaseholder's Parcel has frontage on Bailey Avenue and the unimproved segment of Green Street.

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 Green 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 for the use of the premises located in the City of South Haven, Van Buren County, Michigan described in attached Exhibit A (the "Licensed Premises").

2. Term. The term of this License shall commence on July 1, 2013 and will terminate at midnight on June 30, 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 described as: concrete driveway pavement and in-ground

basketball hoop. 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). In addition, the Leaseholder agrees to grant easements across the Leaseholder's Parcel to the Van Buren County Drain Commissioner for construction of County Drain Improvements.

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 has approved such improvements prior to the performance of work by the Leaseholder or by a contractor approved in writing by the City.

The Leaseholder shall not permit any construction lien to be filed against the fee of the Licensed 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 Leaseholder shall carry fire and casualty insurance with an extended coverage endorsement on any improvements placed on or constructed by Leaseholder on the Licensed Premises equal in amount to the full insurable value of the improvements required to be insured under this Agreement. The Leaseholder shall indemnify and hold harmless the City and its elected and appointed officials, employees and agents from any liability for loss, damage, injury or other casualty to persons of property caused or occasioned by or arising from any act, use, omission, occupancy or negligence by or of the Leaseholder and any of his agents, servants, visitors, licensees or employees, occurring during the License Term or any extended term; and in case any action or proceeding is brought against the City or any of its elected or appointed officials, employees or agents by reason of any such claim, the Leaseholder, on a timely notice from the City shall resist or defend such action or proceeding by counsel employed by the Leaseholder which shall include the taking of all permissible appeals, unless full release of the City and its elected or appointed officials, employees or agents as aforesaid is obtained by way of settlement or compromise at the expense of the Leaseholder or Leaseholder's insurance carrier.

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

20. Copies. The License may be executed in two (2) or more 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 _____, 2013.

Signed in the Presence of:

CITY OF SOUTH HAVEN
a Michigan home rule city

By: _____

Brian Dissette
Its: City Manager

Joseph M. Armstrong
605 Bailey Ave

By: _____

Its: Owner

DRAFT

BAILEY AVE.

80-53-435-012-00

GREEN ST.

ASSESSOR'S PLAT OF HERRIMAN'S
ADDITION TO SOUTH HAVEN

66'

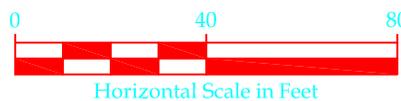
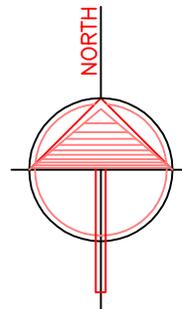
3.0'

80-53-436-001-10
ARMSTRONG JOSEPH M & BEVERLY J
605 BAILEY AVE
.783

Parent Parcel:
Assessor's Plat of Herriman's Addition to South Haven.

Easement Description:

The South 3 feet of the 66 feet Platted Right - of - Way for Green Street.



DRAWN BY: PAV
DATE: MARCH 7, 2012

EXHIBIT A

LIBERTY HYDE BAILEY MUSEUM BOARD OF TRUSTEE MEETING MINUTES

Tuesday

May 21, 2013

7 P. M.

Board Members Present: Anne Long, Esther Hansen, Olga Lewis, Joan Hiddema, David Fenske, Robin Reva, George Miller, Elaine Fluck, Cindy McAlear

Board Members Absent: None

City Council Representative Present: Clark Gruber

LHBM Co-Directors Present: Lauren Denny, John Linstrom

Facilities Manager Absent: Bill Lundy (Excused)

Anne Long, Chair, called the meeting to order.

A motion to accept the LHBM Board Meeting minutes from the April 16, 2013 was called for.

It was moved by Joan Hiddema to accept the April 16, 2013 LHBM Board Meeting minutes. Seconded by George Miller. Motion carried.

LIBERTY HYDE BAILEY MEMORIAL FUND/TREASURER'S REPORT – JOAN HIDDEMA

Assets: \$39,000.92

Deposits: \$8,045.00

Expenses: \$3,549.20

CO-DIRECTORS' REPORT – LAUREN DENNY & JOHN LINSTROM

OLD BUSINESS: None

NEW BUSINESS:

1. Children's Programming
 - a. Bailey's Budding Naturalists-Partnership with the Kalamazoo Nature Center (20 children per age group, 9:30 – 10:30, 6-8 year olds and 11:00 – 12:00, 9-11 year olds). Lauren is making up pamphlets and will visit North Shore and Maple Grove Schools to sign children up for the program. Pamphlets will also be sent out to Lincoln, St. Basil, St. Paul, and Glenn School.
 - b. We have grant money to cover the cost of this program but it falls \$560 short of what we need.

It was moved by George Miller for Liberty Hyde Bailey Museum to spend the additional \$560 for the Kalamazoo Nature Center Summer Program. Seconded by Robin Reva. Motion carried.

c. The following are the dates and titles of the programs to be offered:

1. June 20 – A Natural intro to LHB
2. June 27 – Beginning with a Seed
3. July 11 – Nature Awareness
4. July 18 – How does your Garden Grow?
5. August 15 – Pollination Party!
6. August 22 – Apple-Looza!

d. Can You Dig It? – Partnership with the South Haven Memorial Library. Gail will come to the LHBM and read to the children. LHBM staff will have other activities for the children to do.

1. June 21 – Pre – K (Gail) 1st – 5th grade (LHBM) @ 11:00 AM
2. June 29 – Pre – K (Gail) 1st – 5th grade (LHBM) @ 1:00 PM

2. Adult Summer Programming: We will need brunch items/refreshments for Saturday Brunch at the Baileys. There will be a sign up sheet for LHBM Board Members.

3. Waterfront Film Festival – Advertisement for the LHBM Star of the Lake Masonic Exhibit and Paint Out at McIntosh Winery during the Film Festival would cost \$300 for ¼ page.

It was moved by Joan Hiddema to spend the \$300 for advertising during the Waterfront Film Festival. Seconded by Esther Hansen. Motion carried.

4. Masonic Exhibit

a. Crucial artifacts are finally in the building and Ed Appleyard is providing some great historical photographs. The exhibit set-up can now begin. A budget is needed for preservation and display of artifacts. Robin Reva is helping with what is needed to accomplish this task. The Masons will also be asked for support with this project.

It was moved by Joan Hiddema to approve expenses for the preservation and display of artifacts for the Masonic Exhibit. Seconded by George Miller. Motion carried.

B. An Opening Preview Party for members of the LHBM and Star of the Lake Lodge will be on Friday, May 31, 2013 at 7-9 PM. Anne will purchase the necessary refreshments for the evening. On June 1, 2013 when the exhibit opens to the public it will be free to LHBM members, Star of the Lake Masons, and Active Military Service men and women. There will be a \$5.00 charge for other adults.

5. 75th Anniversary of the LHBM – We should start capitalizing on this with all of the cool new things that we're doing (living collections development, children's programming, second annual special exhibit, Jane Taylor visiting from Maine and hosting a program) in honor of the 75th anniversary and mark the beginning of a new chapter in the life of the museum.

6. The new newsletter is ready for distribution – this may become a monthly thing this summer.

NEW BUSINESS

1. Nomination of Officers – It was moved by Clark Gruber to accept the present slate of officers for the coming year. Seconded by Robin Reva. Motion Carried.
2. South Haven Community Foundation Grants – LHBM has received \$2,000 for Derek Nightingale's summer wages and \$1,000 for our LHBM summer children's program.

CONTINUING BUSINESS

1. Committee Reports
 - a. Living Collections – David Fenske said that all the gardens are taken and things are growing. The grounds are looking great. Midge Lewis is working on the Herb Garden. Tops are on the fence post and the fence is ready to be painted.

It was moved by Esther Hansen to hire David Ashen to prime and paint the fences close to the house and the Kousa Dogwood for around \$500. Seconded by Joan Hiddema. Motion carried.

B. Membership Committee – Cindy McAlear reported that so far we have 117 members for the LHBM 2013 Membership Drive including 25 new members who have never joined LHBM before. The Membership Drive has only been going for a month so it is moving right along. Our goal for this year is 200 members.

FLOOR

1. Anne Long is looking into using the antique fire truck for parades and community activities in South Haven to advertise the five museums: The Maritime Museum, South Haven Center for the Arts, HASH, The Fly Wheelers, and LHBM. There would be a slogan on the side of the truck saying, "Put a Little Education in Your Vacation"! Clark and Anne are checking to see if the fire truck is still available.
2. Anne Long recognized and thanked Elaine Fluck for her years of service to the LHBM Board. She will be retiring from the board after this meeting.
3. Esther Hansen reminded everyone to come to the Garden Club's Flower Show at HASH this year. It will be called, "School Daze". It is on Saturday, June 22, 2013 1-5 PM and Sunday, June 23, 2013 2-4 PM. HASH will be having their Ice Cream Social on Sunday, June 23 also.
4. John Linstrom asked the LHBM Board to approve a Statement of Historic Preservation Guidelines for Development and Maintenance of the Liberty Hyde Bailey Museum, a National Historic Site. On May 22, 2013 LHBM was going to be visited by Abonmarche for a Facility Assessment Study and John wanted to be prepared for their visit.

It was moved by George Miller to accept the Statement of Development and Maintenance for LHBM that was written by John Linstrom. Seconded by Joan Hiddema. Motion carried

The following is what John prepared and then all the members of the LHBM Board and Staff signed it.

Statement of Historic Preservation Guidelines for Development and Maintenance of the Liberty Hyde Bailey Museum, a National Historic Site

21 May 2013

As overseers and directors of the Liberty Hyde Bailey Museum (LHBM), the Staff and Board of Directors at the LHBM have been entrusted by the City of South Haven to ensure that all future development and maintenance of the birth site of Liberty Hyde Bailey, Jr., including development and maintenance of outbuildings and surrounding grounds, does not damage the historic integrity of the buildings and grounds, and that the museum be utilized to fulfill its stated mission of education and outreach. The fabric of the house and grounds is the most important and valuable artifact overseen by the museum. In light of the Liberty Hyde Bailey Museum's status as a National Historic Place on the National Register of Historic Places, and in light of the present efforts to maintain the building's structural integrity, we the undersigned Staff and members of the Board of Directors of the Liberty Hyde Bailey Museum provide the following Preservation Guidelines to be followed in all future development and maintenance of the Liberty Hyde Bailey Museum buildings and grounds:

- All historic (here and hereafter "historic" and "historically" refer to the period in which Liberty Hyde Bailey, Jr. resided at the present site of the Liberty Hyde Bailey Museum; that is, from 1858-1877) elements in the fabric of the buildings (here and hereafter "buildings" and "building" refer to the homestead, smoke house, blacksmith's shop, and/or any historic outbuildings that may be rebuilt in the future) are to be retained and restored whenever possible.
- If a condition exists that threatens to compromise the safety and/or historic integrity of the building(s) or grounds despite all possible restoration efforts, and if it is thus deemed necessary that a historic element of the building(s) be replaced, said element must be replaced either with an element of historically identical material and process of manufacture or with an element of historically identical material and process of manufacture, preferably with evidence that such material and process of manufacture had been used previously at the site within the historic period of 1858-1877. Resources for determining the historicity of a given replacement may be found at Michigan's State Historic Preservation Office.

- All modern additions (e.g. smoke alarms, security systems, lighting, new construction, etc.) shall be developed with the least negative impact on the safety and historic integrity of the fabric of the building(s), and must be approved by the Museum Director(s) and by vote of the Historic Preservation Committee of the Board of Directors.
 - If it is deemed impossible, for the sake of preserving the safety and historic integrity of the building(s) and/or grounds, both to restore a given historic element and to replace it with one of identical or earlier historic material and process of manufacture, then evidence of said impossibility and proposal for alternative improvement must be presented to the Museum Director(s) and to the Historic Preservation Committee of the Board of Directors and to the Historic Preservation Committee of the Board of Directors. The proposal for alternative improvement must be approved by the Museum Director(s) and by vote of the Historic Preservation Committee.
5. George Miller suggested that the museum be thinking about a program for the Last Passenger Pigeon. Next year will be 100 years since the last pigeon was killed. He also mentioned that we should support Becky Linstrom's Liberty Gardens at North Shore School. George heard they might be planting a Peace Garden.

It was moved by Joan Hiddema to adjourn. Seconded by Clark Gruber.

9:10 PM

Respectfully submitted by,

Cindy McAlear, Board Secretary

Construction Board of Appeals

Regular Meeting Minutes

Wednesday, September 14, 2011
4:00 p.m., Conference Room A
City Hall, South Haven, MI



City of South Haven

1. The meeting was called to Order by Lewis at 4:00 p.m.

2. Roll Call

Present: Lundgren, Morse, Lewis
Absent: None

Also present: Linda Anderson, Director of Planning & Zoning; Ross Rogien, Building Inspector; Ken Fairbanks, interested neighbor of subject property

3. Approval of Agenda

Motion by Lundgren, second by Lewis to approve the agenda as presented. All in favor.
Motion carried.

4. Approval of Minutes – October 27, 2010

Motion by Lundgren, second by Morse to approve the minutes with the following correction:

Page 3, second paragraph from the bottom. Replace “Morris” with “Morse”.

All in favor. Motion carried.

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

None at this time.

NEW BUSINESS

6. 229 Elkenburg Street

Background Information: Enforcement efforts for the dilapidated accessory structure at 229 Elkenburg date back to June of 2009. Since that time, several attempts have been made to work with the owner with little success. Code enforcement staff went so far as to issue citations, which were subsequently ignored. Finally, on July 17, 2011, the city building inspector contacted the hearing officer to set a meeting.

Hearing Officer's Order:

That the accessory structure on the subject property be demolished pursuant to the City's Demolition Specifications by September 9, 2011.

Support Material:

1. Hearing Officer's Order and support documents (Attachments A & B)
2. Repair Cost Comparison Sheet to State Equalized Value of Structure
3. Notice to property owner of appeal of Hearing Officer's Order to CBA
4. Photos

Rogien noted that the subject building has been a problem for three to four years; the City has been unable to make contact with the owner during that time. The owner did contact Anderson just recently and indicated he would tear the structure down on his own. The City is moving ahead regardless because of the owner's lack of response in the past. Rogien does not have much confidence that it would get torn down. Rogien noted that there has been loose sheeting on the roof for at least two years; there is now a 20' x 20' hole collapsing into the building. Rogien also noted that the exterior walls are out of plumb eight to ten inches and the building has barrels inside with unknown contents. Before demolition begins the fire department will have to do a preliminary inspection. Assuming the owner is not going to demolish the structure, the City is continuing to move ahead.

Lewis asked who would foot the bill for hazardous waste removal. Anderson stated that if the owner does not demolish it, the City will foot the bill for demolition and hazardous waste removal, if necessary, with the expense then going on the owner's property taxes as a lien. Rogien will consult the Fire Marshall, Marsala, because if the barrels are not labeled, testing will need to be done. Rogien noted that the main structure was an old picture frame factory. Lewis noted there would have been thinners and solvents used for their processes. Rogien stated that the owner knew he would have to check on the barrels; between Rogien and Code Enforcement Officer Dan Gomez, the City will try to keep an eye on the structure and hopefully keep someone from removing the barrels and disposing of them improperly.

Neighbor Fairbanks noted he would be happy to see the building go away, as that is the view from his bedroom and other windows.

Motion by Lundgren to order the demolition of the storage building on the west side of the property at 229 Elkenburg with a twenty-one (21) day time limit. Second by Morse. All in favor. Motion carried.

Planning Director Anderson noted that this motion moves the process to the next step but subsequent steps will all take time.

7. Adjourn

Motion by Lundgren, second by Morse to adjourn at 4:07 p.m. All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES

May 15, 2013

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

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

Agenda: Moved by Clark Gruber, seconded by Dave Orr to approve the Agenda, approved.

Public Comments: None.

Committee Reports: None.

Dave Orr moved and Jon Woodhams seconded to approve the Consent Agenda:

- A. Minutes of the Apr 17, 2013 Authority meeting be approved.
- B. Bills from Apr 18, 2013 through May 15, 2013 totaling \$8,967.86 be approved.
- C. Manager's report dated May 15, 2013 be approved.

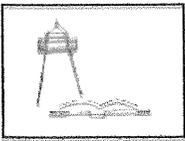
A roll call vote was taken; Yeas: Gruber, Jensen, Ratzlaff, Orr, Bower, Woodhams, and Johnson. Nays: None.

Old Business: After discussion, Todd Jensen moved and Fred Bower seconded to add terrorism to our liability insurance, approved.

New Business: Rod Nettleton gave a presentation to the board proposing a change in our 10 year plan. After discussion, Todd Jensen moved to combine the two taxiway asphalt projects and move the 100LL fuel tank to the next year on our 10 year plan, Dave Orr seconded, approved.

Member Comments: None.

Jon Woodhams moved to adjourn the meeting at 7:55 pm, seconded by Clark Gruber, approved, meeting adjourned.



South Haven Memorial Library
Minutes of the Meeting of the Board of Trustees
May 14, 2013

Members:

Gretchen Spreitzer - President
Robin McAlear - Vice President
Marilyn Bertorelli - Treasurer

Catherine Jarvie - Secretary
Lois Howard - Trustee
Jean Stein - Trustee
Ida Sledge - Trustee

Also Present: James France, Director, Elaine Fluck

Call to order: The meeting was called to order by Spreitzer at 7:00 p.m.

Approval of minutes for March 12, 2013: Motion for approval of minutes with addition by Stein, seconded by Howard. Motion carried. A copy will be sent to City Council.

Approval of agenda for April 9, 2013: Motion for approval of agenda by McAlear, seconded by Bertorelli. Motion carried.

Public Comments: none

Treasurer's report:

Current budget amounts were reviewed. Vendor's bills totaled \$32,781.08 for the month. Motion to approve vendor bills by Sledge, seconded by Stein. Motion carried.

Committee/Liason reports:

Budget Committee:

Proposed budget for 2013-2014 was reviewed. Proposed Total Revenue - \$346,157 and proposed Total Expenditures - \$368,486.

Proposed amendments to the current 2012-2013 budget Revenue: Increases - Salaries \$11,192; Collection \$1,000; Insurance \$3,000;

Decreases - Administration \$500; Prof. Development \$1,000; Legal \$2,192; Repairs & Maint. \$2,500; Programs \$3,000; Equip/Furniture/Capital \$6,000.

Director's Report: Jim updated the board on recent Library activity.

Correspondence: Letter from Cynthia to the board regarding her opportunity to pursue a Doctoral Degree.

New Business: none

Board Comments: None

Adjournment: Motion to adjourn by Stein and seconded by Sledge. Motion carried. Meeting adjourned at 7:52 p.m.

Next meeting: June 11, 2013

Respectfully submitted,

Catherine Jarvie, Secretary

Harbor Commission

Regular Meeting Minutes

Tuesday, May 21, 2013
5:30 p.m., City Hall Council Chambers
South Haven City Hall



City of South Haven

1. Call to Order by Co-Chair Stephens at 5:30 p.m.

Roll Call:

Present: Jeffers, Pyle, Reineck, Stephens, Strong, Sullivan, Arnold (arrived 5:38 p.m.)
Absent: Silverman (excused)

2. Approval of Agenda

Motion by Strong, second by Jeffers to approve the agenda as presented.

All in favor. Motion carried.

Chairman Arnold took his place as Chair.

3. Approval of Minutes: April 16, 2013 Regular Meeting April 16, 2013 Workshop Meeting

Motion by Stephens, second by Sullivan to approve the April 16, 2013 Regular Meeting minutes and the April 16, 2013 Workshop Meeting minutes. with the following correction noted to the Regular Meeting minutes:

- Page 3, 3rd paragraph from the bottom, replace *Maritime Museum* with *Museum Marina*

All in favor. Motion carried.

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

Tom Morey, 290 Oak Street. Black River Boat Club. Spoke about the issue boaters are having in the aftermath of the storms with logs and debris coming down the river and asked whether, "Under the Black River Friends River Maintenance charter, this being a safety issue, if we get a rope on the logs and tie them off, isn't it the city's responsibility to remove them?"

VandenBosch stated that if logs are in a private marina area, the private marina members are responsible. If logs are in the river itself, the city is responsible to remove them

VandenBosch suggested that logs be towed to the Black River boat launch and tied up below the launch in a shallow area until city crews can remove them. VandenBosch noted that if someone tows a log to the Black River launch site, let Norm Padnos or VandenBosch know.

Steve Eberhard. From the same marina as Morey. Expressed displeasure with the amount of dirt and sand blowing from the J & B dredging site across from where his boat is moored. VandenBosch will let Barney know in a letter or in person that there is a problem with sand blowing across the river.

The board discussed dredging, dredge spoils and getting dredge permits.

5. Marina Reports

VandenBosch gave an overview of the Marina Reports, noting that there are two more months before the end of the fiscal year.

6. Nichols Landing Dock Extension Request

VandenBosch noted that this item was adjourned to this meeting with a request for more information from staff. VandenBosch stated that he read every place he could find in minutes regarding harbor lines. The key is the Army Corps harbor line is based on a 195' channel width by the All Seasons and Yacht Club line. The city project lines require a 175' channel width. So the conclusion, according to VandenBosch, is that the city harbor lines are further out in the river than the Army Corps' lines. VandenBosch noted that the city project line which ran through the Idler on the drawing we had last month indicates that the adjacent dock could be extended out to that project line, as requested.

VandenBosch did let Brian Lewis (applicant for the dock extension) know the results of his research; that discussion of city harbor lines would be on the agenda tonight and what information was included in the agenda for this meeting. No action is really necessary at this time but VandenBosch advised the board that they could make a clarification in the form of a motion or do nothing. VandenBosch noted that the city project line decision was made in 1989.

Strong asked if boats could still be docked on the outside of that line, to which VandenBosch responded yes. VandenBosch noted that the city project line determines how far you can build out a project extension. Sullivan asked if anyone could tie up a boat anywhere. VandenBosch said the only limitation he knows is that moored boats are not permitted to block navigation on the river.

VandenBosch noted that in the past the Department of Natural Resources (DNR) used to issue a Marina Operating Permit but that requirement was dropped 4 or 5 years ago.

VandenBosch noted that some of us might remember the former harbormaster regulating mooring of boats; that was under the Marina Operating Permit.

7. North Side Marina Report

VandenBosch noted that the facility is ready for boaters and is a very nice facility so we should have some happy boaters. Arnold noted that there will be a ribbon cutting Friday, May 24th at 11:00 a. m.

8. Bascule Bridge Improvements

VandenBosch noted that he provided quite a bit of information in the agenda about the bridge and the work that will be done. VandenBosch stated, "This board has been concerned in the past with reliability, maintenance, and lighting of the bridge."

There is a very interesting economic impact study on page. 57 of the agenda packet, which was used to get the grant for the bridge, VandenBosch noted, and pointed out page 67 which has a lighting diagram depicting the red and green lights which were proposed to put on the bridge.

Strong thinks the lights would be an improvement; "the biggest problem with our bridge is coming from the lake, there is a corner before the bridge so the lights will have to be situated so they can be seen." Strong noted that maritime rules state the downriver boats have the right-of-way except commercial vessels, which we do not have.

Pyle asked if there is an opportunity for there to be a light near the clock so people don't hammer down to try to beat the bridge closing. VandenBosch is not sure how the yellow light is going to be used; currently there is a bell and you can hear the gates opening. VandenBosch is not sure he would recommend another light. Pyle noted that signage on that corner might be helpful. Reineck commented that out of town people may not know what the lights mean but a sign would be instructive.

Pyle asked when the bridge project is going to start to which VandenBosch responded that he thinks October and it will be a lengthy project. If work begins before that, VandenBosch noted that it will not be the lifting mechanism. Sullivan noted the Coast Guard requires the bridge to be open from May 1 to Oct. 15.

9. Dredging Update

North Side and South Side Dredging Dunkley Spoil Site Restrictive Covenant Black River Dredging Project

VandenBosch noted the big item was approved at City Council last night but at least we are getting the dredging done. The change order, instead of bidding out the upper river part,

was bid out as a change order. According to VandenBosch, the total amount, \$490,000, is a very good price and the city was able to get a grant so will be able to dredge without a special assessment.

VandenBosch pointed out the graphs for how deep the dredging will be, and other information included in the agenda packet. VandenBosch noted that the North Marina will be completed sometime this week; it is a huge part of the project.

VandenBosch put together a memo requesting a budget amendment. VandenBosch included a funding source (Michigan Department of Natural Resources - MDNR Waterways Fund) for our grant; \$150,000 from Municipal Marina Fund and the balance from the River Maintenance Fund. That budget amendment was approved at City Council last night. The budget pages begin on page 90; the state dredging grant is listed as a revenue source, and they took out dollars for unbudgeted dredging cost. VandenBosch reviewed the River Maintenance Fund current year projected budget. Looking at next year's budget, which starts in July, the intention is to build up that reserve.

VandenBosch pointed out that the engineering costs are not included in this budget and much of that revenue is coming from the Marina Fund; we have not tallied up the engineering costs that are associated with this. Stephens asked what the engineering costs were for. VandenBosch noted they were for permitting, putting the bid documents together, and doing the before and after soundings; the dredging contractor is paid based on those soundings.

Sullivan asked if we have an idea of the amount to be spent on engineering. VandenBosch stated we have expended some of that; it is hard to know when to start and when to stop. We have already done the Museum Marina dredging. \$40,000 to \$50,000 is a good ballpark for engineering. Sullivan asked if that gets split between various funds to which VandenBosch responded, "Yes, it does," but is not sure of the exact split or which funds it is actually taken from.

Stephens asked about the estimate we did previously. VandenBosch said when the Army Corps decided they would do some of the dredging, the state took some of that away from us, and we got a grant, so we came out ahead.

VandenBosch noted the dredging is going slower than we or the dredgers had expected. The dredgers have completed about 1/3 of the contract. After north side marina, they will do Friends Good Will and the turning basin, and then move on. VandenBosch noted that the contractor has the right to do the dredging in the way that will cost him least, and he is helping us by following our calendar. The dredgers were going to start much earlier, but the city held them up but waiting until there was authorization from the state. The completion date, which VandenBosch believes was April 14, is no more. We just hope the dredger continues to work and make progress; he may be doing private marinas on the way, too. The main channel, the river, is clean, and will be pumped out as beach replenishment. That is part of the change order. Strong asked if the pipe for the beach replenishment material

would be sunken, noting that some boats have hit it, including the Lindy Lou. VandenBosch noted that the pipe is in the deepest part of the river, so a deep draft boat that is trying to avoid the pipe will be in shallow water; the dredger is placing extra buoys where the pipe is shallow.

10. General Comments

VandenBosch: Next month the Harbor Commission will be receiving comments from the public for the Black River Park fish cleaning station. After that we will focus in more on the fish cleaning station; trying to find a location for the fish cleaning station that will work.

VandenBosch: Talked to the fire chief about the fire boat; the city has a dock available in two places, wherever they prefer. The boat does require a lift and cover so if there is an interest, the fire department is looking for a way to fund that. This board has stated a desire for the boat to be in the water a number of times, so there is an opportunity there.

VandenBosch: The fish cleaning station; the electrician looked at it and new blades were ordered and the engine will be rebuilt. Late the night of Memorial Day, we will remove that grinder and take it to be rebuilt. Hoping to have it back in place by Thursday May 30. We hope the rebuilt motor and new blades will be an improvement.

Member and Staff Comments

Reineck: There is also a fish cleaning station at the north side marina; the motor is weak and it doesn't do the job. VandenBosch stated he hopes to fix it for the rest of the season; the plan is to write a grant and it may take two or three years.

Pyle: Will the fish cleaning station be locked up with a code this year again? VandenBosch suggested asking Norm Padnos.

Heard a lot of comments about the weeds in the parking lot. VandenBosch said we are contracting with DeBest to put some weed killer down, should happen by Friday.

The South side – fish tournament complaints that with the lack of staff, the bathrooms were not kept up, mainly during the weigh-ins. Marple said he will take the fall for it; he didn't realize it would be that big.

Asked about the bags the spoils are being put in. Jeffers and Strong noted it is an interesting process; saw people beating the bags with large sticks. VandenBosch noted they cut the bags open, use a bulldozer to smooth it out and put the fabric back down.

Adjourn

Motion by Strong, second by Stephens to adjourn at 6:38 p.m.

May 21, 2013
Harbor Commission
Regular Meeting Minutes

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Zoning Board of Appeals

Regular Meeting Minutes

Monday, May 20, 2013
7:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

Present: Miller, Lewis, Paull, Wheeler, Ingersoll
Absent: Boyd (excused), Wittkop (unexcused)

3. Approval of Agenda

Motion by Lewis, second by Wheeler to approve the May 20, 2013 Planning Commission agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – February 25, 2013

Motion by Lewis, second by Wheeler to approve the February 25, 2013 Planning Commission 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.

NEW BUSINESS –Variance Requests - Public Hearings

6. Four Leaf Homes, LLC is asking for a variance to install a sign which identifies the relocated entrance to Pleasant View Estates manufactured home park on property located 1223 and 1233 Phoenix Street (Meijer property). The proposed off-premise sign is not permitted in the B-4 zoning district. The parcel number for the variance request is 80-53-869-009-10.

Motion by Miller, second by Wheeler to open the public hearing. All in favor. Motion carried.

Anderson introduced the item, noting that the Michigan Department of Transportation (MDOT) closed the access road that went to the mobile home park. The owner of Pleasant View mobile home park wants to move the sign from where the old entrance to the park was onto the Meijers' property where the new park entrance will be. Anderson pointed out that the Zoning Ordinance does not allow off-premise signs. The sign as it stands right now is off-premise, because it is on city property while the park is in the township. From a planning standpoint, Anderson noted, having the sign close to the main access road will avoid confusion and possibly rear end accidents as people try to find the entrance to their destination.

Ingersoll asked if Meijer's was on board to which Anderson responded that Meijers is in agreement with the proposal.

Cindy Compton, representing Four Leaf Homes, Inc., demonstrated on a large drawing of the area being discussed, where the existing drive is; where the current sign is; and noted that the existing sign will not be moved; rather a new monument sign has been designed.

Ingersoll asked whether the entrance sign would be combined with the Meijer sign. Compton explained that Meijer did not want their retail center sign confused with a manufactured home park so the proposed sign is separate from the Meijer entrance sign.

Paull asked whether any future development would be able to use that sign, rather than putting up new signs. Compton responded yes, based on the cross access agreement, the proposed sign has several spaces which can be used to identify any future businesses that may locate in the area which a part of the property Pleasant View Estates previously occupied.

Lewis asked if the sign that is being proposed is 48 sq. ft. Compton said the 200 sq. ft. includes the posts, not just the face of the sign. After further discussion, Compton said she was off-track with her remark regarding 200 sq. ft., clarifying that 200 sq. ft. was noted in the ordinance but the proposed sign will not be that large. Anderson explained this proposed sign would be in keeping with the proposed overlay zone for that area, which will have provisions for signage and other elements.

Motion by Lewis, second by Wheeler to close the public hearing.

All in favor. Motion carried.

Ingersoll called for discussion.

Lewis stated that he has no problem with the request stating, "this is not self-created in any way whatsoever. It would alleviate a safety concern."

Ingersoll stated the request is in the best interest of both the park and Meijers.

Lewis believes the proposed sign meets all the variance standard criteria in the ordinance.

Motion by Lewis, second by Paull to grant Four Leaf Homes, Inc. the variance for an off-premise sign in a B-4 district because the request meets all zoning criteria and includes exceptional conditions as put forth in our zoning regulations, is definitely not self-created but

created by the Michigan Department of Transportation (MDOT), and is a very unique situation.

All in favor. Motion carried.

7. Janet and Wesley Todd, 327 Eagle Street, request a front yard variance from zoning ordinance section 402-1 to extend a porch to 12 inches from the property line. The property number for the request is 80-53-020-002-00.

Anderson introduced the request and noted this is a request for a front set back variance. If someone has an open porch, open stairs or patio, it may extend 6 feet from the front of the house giving them 9 feet to the right of way. The uncovered porch currently extends to 4 feet of the right-of-way. The applicant is asking to extend the porch another 3 feet toward the front property line, leaving a set-back of 1 foot from the city right-of-way.

Motion by Lewis, second by Paull to open the public hearing. All in favor. Motion carried.

Wesley Todd, 327 Eagle Street, the applicant with his wife Janet Todd, stated the existing porch is hardly functional because of the opening of the door which forces one to step back to get the door open and step around it. The porch is also not in good repair which would double the improvement.

Paull asked about the house adjacent; how close is that house to the front sidewalk. Todd stated that the house on one side has extensions out to the sidewalk, while the commercial building on the other side is right up to the sidewalk. Ingersoll asked whether he was correct that ingress was from the side, not the front, on the existing porch. Todd stated that is correct.

Bertha Keithly, 317 Huron Street. Read the letter she had previously sent to the Building Department and which Anderson had forwarded to members of the board.

Todd noted that he appreciates the interest and is glad Keithly likes the brickwork, which he stated is in ill repair.

Motion by Lewis, second by Wheeler to close the public hearing. All in favor. Motion carried.

Lewis has concerns about such Zoning Ordinance requests; "it seems we get a lot of them." Stated that as far as he is concerned, 'making the place look better' does not cut it as a reason to approve a variance. Agreed with Keithly that structures that close to the city sidewalk can be a hazard. Lewis noted that "If you go back into the Zoning Board's criteria, #3 asks for exceptional circumstances. In the applicant's own words the reason for the request 'is not exceptional or extraordinary'."

Paull noted that such a request concerns the board because it seems to be pushing the limits of what the ordinance expects to see in the city and when there is a request like this that limits the front yard to one foot, where the house is already non-conforming, the fact of the matter is that even a 4 foot front yard is pretty skimpy. Since the house is already non-conforming and there is no specific reason for the variance, Paull stated that he would be opposed to approving it.

Wheeler asked if Paull is opposed to building a front porch or just this particular porch. Ingersoll pointed out that there is at least one other house that goes all the way up to the sidewalk and he is not sure how or when that got there. Wheeler is not so sure that this is such an untenable situation.

Motion by Lewis to deny the variance for the simple fact that the exceptional or extraordinary circumstances as required in the zoning ordinance do not exist as responded by the applicant and because it is possible for a structure that close to the sidewalk to be a safety hazard. Second by Paull.

Ingersoll objects to the safety issue, indicating that there are other houses with structures right out to the sidewalk line. Wheeler said for the sake of saying it, he would be probably be willing to give permission for a lesser variance, but as it stands right now with only one foot of green left it would be difficult for him to say he is in favor of that variance. Lewis noted that the board is able to grant a lesser variance than what is requested. Paull pointed out that the board does not have any plans in front of them requesting a lesser variance. Lewis said he mentioned that for future reference of the applicants.

After discussion, Ingersoll said he would be willing to consider tabling the request at this point, should Lewis' motion go through to deny it.

Anderson explained that once something has been denied you cannot table or hold off. Tabling has to come before denying or approving.

Ingersoll called the vote. A Roll Call vote was taken, with a yes vote to deny the variance request.

Ayes: Todd, Lewis, Paul, Wheeler, Ingersoll
Nays: None

Motion carried, variance denied.

8. Leonard and Lynette Stack, 320 Eagle Street, request a front yard variance from zoning ordinance section 402-1 to extend an open porch to 6 feet from the property line where 9 feet is required. The property number for the request is 80-53-019-004-00.

Anderson noted it is a coincidence that we have two very similar variance requests right across the street from each other. This house, however, is in current compliance with the ordinance. The applicants have asked to move their deck three feet toward the property line.

Motion by Lewis, second by Paull to open the public hearing. All in favor. Motion carried.

Lynette Stack, 320 Eagle Street. Asked if her request also included going 2 (two) feet toward the side of the house, noting that this has been a learning process.

Anderson explained that no variance is needed to make the deck wider; only the request to build out closer to the front property line requires a variance.

Stack: Noted that the exception to the zoning rule is that they share a driveway with their neighbor and one of the attractions was there is no green space in front of the house except

the parkway. Stack pointed out that the house and driveway take up the entire lot with the exception of the area for which they are requesting the porch variance. The porch is in disrepair and the bricks are sunken, which is a hazard for people coming in and out the front door. "What we are really looking for, with the request for the variance, was to at least be able to put a table and chairs out there", Stack added, "when there are three or four cars in the driveway there is nowhere else to sit." Stack noted that she did a little more homework, pointing out that on 216 Huron there is a massive addition going up and Anderson said any change to the property cannot interfere with the view and Stack is sure that addition will block someone's view. Seeing some of the changes made in town and new structures going up, Stack stated, "it doesn't seem like it is always an even playing field. The new Marina building is blocking one house on the bluff and 216 Huron has a huge addition." (Anderson clarified explaining the difference between a clear vision area for traffic and view protection.)

Ingersoll explained that nobody ever sees all the reasons why something is granted or denied unless they are here at the meeting; there are usually very good reasons. As far as the view goes, you cannot buy a view. There is nothing in there that says you can prevent someone from blocking a view, particularly down on the lakeshore.

Wheeler noted the only way you have a guaranteed view is to buy whatever property is between your place and the view.

Ingersoll noted that the projects Stack is referring to did not go through the Zoning Board of Appeals (ZBA).

Stack stated that she is trying to do whatever she can to be cooperative. But there is no green space. Paull asked what she has in front of her house between the house and the parkway, to which Stack responded it is red rock. Paull replied that that is "green space".

Bertha Keithly, 317 Huron Street. Stated she owns three properties on Eagle Street. Read the letter she sent to the Building Department and which Anderson had sent to the members of the board.

Motion by Wheeler, second by Lewis to close the public hearing. All in favor. Motion carried.

Lewis stated he is against this variance request, too.

Wheeler noted that the dilemma is that this board is a judicial body charged to uphold the ordinance; unless there are extenuating circumstances which justify going against the ordinance, the board cannot grant a variance.

Paull did not hear any extenuating reason, so would be inclined to disapprove, as well.

Ingersoll noted that the difference with this request is that this one has a house in compliance, unlike the previous request. Noted that a variance would make the porch more functional, but that is not the reason the board exists. This board exists to provide relief in cases where there are extenuating circumstances that would lead to exceptional difficulty if the property owner was forced to comply with zoning regulations.

Motion by Wheeler to deny the variance because there are no extenuating circumstances in this request that would warrant going against the Zoning Ordinance. Second by Lewis.

Lewis stated that granting these variances would set a precedent which could lead to more requests for similar improvements.

Ingersoll called the vote. A Roll Call vote was taken, with a yes vote to deny the variance request.

Ayes: Lewis, Paull, Wheeler, Miller, Ingersoll.
Nays: None

Motion carried.

9. Member Comments

Lewis recognized the two board members who are being term-limited for their service.

Ingersoll thanked Lewis.

Paull noted that the two applicants that were denied today ran up against why there is a Zoning Board of Appeals and why there is a Zoning Ordinance. A while back, this community decided that there are certain standards for the way this community will change and grow and to go against that there has to be an exceptional circumstance.

Wheeler commented that while he might personally feel differently he has to abide by the ordinance.

Miller noted it is his first meeting.

10. Adjourn

Motion by Lewis, second by Wheeler to adjourn at 7:58 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Board of Public Utilities

Regular Meeting Minutes

Monday, March 25, 2013
4:45 p.m., DPW Conference Room, 1199 8th Avenue



1. Call to Order by Burr at 4:50 p.m.

2. Roll Call

Present: Burr, Henry, Stein (Ex-officio), Winkel
Absent: Berry, Overhiser (Ex-officio),, Rose (Ex-officio),, Stickland

3. Approval of Agenda

Motion by Henry, second by Winkel to approve the March 25, 2013 regular meeting agenda as presented.

All in favor. Motion carried.

4. Acceptance of Minutes for the Record – February 26, 2013

The February 26, 2013 Special Meeting minutes were accepted for the record by Burr.

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

There were none.

REPORTS

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

- A. 2013 Billings – All Charges
- B. 2012 Billings – All Charges

7. Financial Reports

- A. Water Fund CuFt Comparisons
- B. Water Fund Financial Statement
- C. Sewer Fund Financial Statement
- D. Electric Fund KWH Comparisons
- E. Electric Fund Financial Statement

8. Indian Grove Infrastructure Project

- A. Sewer Study Progress Report

9. Unresolved Issues Report

Huff gave an overview of the Unresolved Issues Report.

Burr requested information on the tree trimming. Huff displayed a chart he compiled using the tree trimming data and said if this new method of reporting would help they could provide it on a monthly basis. Burr said he does not want Huff to do more work for reporting.

NEW BUSINESS

10. Board will be requested to approve award of Bid Number 2013-06, Meijer Store Electrical Service Installation.

Motion by Henry, second by Winkel to approve the award of Bid Number 2013-06 Meijer Store Electrical Service Installation in the amount of \$73, 695.47 to Kent Power Inc.

All in favor. Motion carried.

11. Board will be requested to approve water, sewer, and electric rate adjustments for Fiscal Year 2013 – 2014 beginning on July 1, 2013.

Motion by Winkel, second by Henry to approve a two percent (2%) sewer rate adjustment for Fiscal Year 2013 - 2014 beginning on July 1, 2013.

All in favor. Motion carried.

Henry commented that the board needs to have a Capital Improvement Plan. Huff agreed and said he plans to do a Capital Improvement Plan for all funds.

12. Next meeting is scheduled for Monday, April 29, 2013 at 4:00 pm in the DPWE Conference Room, 1199 8th Avenue, South Haven, Michigan.

13. Director's Comments

14. Board Member Comments

Burr: got a call from Jack Morris who said his slip is full of sand; Burr thinks sand is being sucked into the county drain. The County Drain Commissioner is sending someone Wednesday or Thursday and Burr would like someone to meet with them. Huff said Steve Oosting, Senior Engineer, would be the one, since he has already been working with the Drain Commission. Oosting has been trying to set this up for a long time and wants to get that inspected before the Phoenix Street project begins.

Henry: has had some conversation with Ray Vanderzee about curb cuts; Henry said it seems to him that there are different standards being applied, while he recognizes that there are some roads under the auspices of the Michigan Department of Transportation (M-DOT), some under the Van Buren County Road Commission and some under the city. The board briefly discussed the situation.

15. Adjourn

Motion by Henry, second by Winkel to adjourn at 5:00 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Board of Public Utilities

Workshop Minutes

Monday, March 25, 2013

4:00 p.m., DPW Conference Room, 1199 8th Avenue



City of South Haven

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

2. Roll Call

Present: Burr, Henry, Stein (Ex-officio), Winkel

Absent: Berry, Overhiser (Ex-officio), Rose (Ex-officio), Stickland

3. Board will be requested to review water, sewer, and electric rate adjustments for Fiscal Year 2013 – 2014 beginning on July 1, 2013.

The board posed questions regarding projected expenditures and Burr noted that the electric rates historically have not been increased until after the board meets with Indiana & Michigan, the city's provider, in May. Hochstedler explained the process of getting the rate increase before Council. The board had consensus on there being no need to raise the electric rates at this time.

Hochstedler noted that Dissette recommended that .5 per cent be considered on both water and sewer. After discussion, Burr inquired how much the water/sewer rate increase from last year increased the revenues and stated that if sewer rates have not been increased in the past three (3) or four (4) years, perhaps the board should increase sewer rates.

Hochstedler pointed out that based on funding depreciation the utilities will not break even; the half percent increase will not hurt anything. Burr noted that if the board agrees he would do a one or two percent increase on the sewer fund; the increase in operating expense (which has gone up about \$24,000) should be covered by a two percent increase. Stein agreed that operating expenses did go up on the sewer fund and when you look at retained earnings, we will have about \$60,000 more in investments and working capital. If those expenses will be covered by a sewer rate increase, Stein would rather keep the water rates flat. Burr agreed that a two percent increase of sewer rates would cover the increase in operating expenses.

Discussion ensued regarding the last page of the budget, which reflects a fourteen (14) percent increase; whether a half percent per cent or two percent there needs to be an increase to cover the increase in operating expenses. Burr noted that Chicago is basing their utility increase on the Consumer Price Index which Hochstedler pointed out is pretty close to two percent. Henry asked what sewer projects are in mind; Burr noted that the sewer is replaced whenever a streets project is done and Huff added that Kalamazoo Street

Phase 2 has been identified for sewer upgrade. Henry noted that knowing what dollar amount of improvements might be planned within the next three to five years would help him justify a rate increase. Burr noted that sewer could be increase .5%, 2% or 11.2%. Winkel asked for an explanation on the 11.2%. Hochstedler said that is based on what the budget is behind while the board was recommended to look at the proposed sewer budget figures and suggested a 5% increase would put the sewer fund in the black. Hochstedler explained the negative balance is due to not covering capital assets. The expense is taken out and put into a capital asset fund. For instance the Kalamazoo Street project, which cost \$225,000, will not show as an expense; capital costs have not been covered since 2009. Hochstedler noted that although capital replacement fees cover some capital related items, the budget is short \$303,000 just in this year.

Henry requested a reduced summarized version of this with some kind of forecasting of expenses and capital projects. The board discussed that the sewer projections are broken up by municipalities. Based on the quick breakdown on expenses Stein did, a five percent increase would be more reasonable than a half percent. Stein noted that a small increase every year is easier to sell than a bigger increase every few years.

Hochstedler reiterated that the utilities need to cover expenses. Stein noted that funded depreciation is used to fund depreciation expense; Hochstedler commented, "And use it to improve your system." Henry asked if the issue is that we aren't funding depreciation which Hochstedler agreed with. Stein asked when the Indian Grove study will wrap up; Hochstedler noted that it should wrap up this fiscal year. The City, according to Hochstedler, has been bearing some of the costs.

Burr recommends a two percent budget increase to cover operating expenses.

4. Adjourn

The workshop adjourned at 4:50 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Downtown Development Authority

Regular Meeting Minutes

Wednesday, May 8, 2013
Noon, Council Chambers



City of South Haven

1. Call to Order by Whiteford at noon.

2. Roll Call

Present: Braun, Burr, Marcoux, Maxwell, Zuckerman, Whiteford
Absent: Maxwell (excused), Olson (excused)

Also present: Brian Dissette, City Manager; Steve Oosting, City Engineer; Ken Lane, Clark-Hill, City Attorney

3. Approval of Agenda

Motion by Marcoux, second by Burr to approve the May 8, 2013 regular meeting agenda with the following change: move Item 8 closed session to Item 5a.

All in favor. Motion carried.

4. Approval of Minutes – March 13, 2013

Motion by Marcoux, second by Burr to approve the March 13, 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.

5a. DDA will be asked to go into closed session pursuant to the Michigan Open Meetings Act; Public Act No. 267 of 1978; 15.268; Section 8(d) to consider the purchase or lease of real property.

Motion by Braun, second by Marcoux to enter closed session.

All in favor. Motion carried.

Motion by Braun, second by Marcoux to come out of closed session.

All in favor. Motion carried.

6. DDA will receive a report of the Wi-Fi system on Phoenix Street and consider approval of the proposal from Secant Technologies in the amount of \$18,500.

Dissette gave an overview of the provision in the Phoenix Street project to provide free Wi-Fi which will be a huge upgrade for the downtown. Dissette explained that Secant, which is a firm that provides various electronic services for the city, would design the proposed Wi-Fi system and oversee the construction and completion of the project. Dissette stated that the city does not have the ability to do the design or completion in house. Dissette noted that he is looking for a motion from the board to approve the proposal from Secant Technologies.

Dissette stated that the city does have public Wi-Fi in various places in the city, which was done as a kind of pilot program. There is not a lot of maintenance involved, according to Dissette. It is the process of getting the system up and running that is difficult.

Marcoux inquired whether a business owner will be able to use the Wi-Fi in place of current paid Wi-Fi. Oosting clarified that the city should expect reliable internet service within the outdoor environment. Oosting stated that the city is not guaranteed reliable internet service anywhere within the buildings. That remains to be seen, Oosting explained, until the system is up and running. Dissette agreed that we cannot know for sure, but pointed out that a person can stand on the front lawn of City Hall and access the city's Wi-Fi. After a question by Burr, Oosting said the fiber optic service provides city hall with high speed internet service. The downtown Wi-Fi will be an extension of city hall's internet service.

Dissette reiterated that the city does not have staff to implement the Wi-Fi project; the board needs to approve this item so the Wi-Fi can be included in the Phoenix Street project. This project will target the entire Central Business District.

Motion by Marcoux that the Downtown Development Authority approve the proposal from Secant Technologies in the amount of \$18,500 for design services for the installation of a Wi-Fi system on Phoenix Street. Second by Zuckerman.

All carried.

7. Other Business

Dissette explained that the City recently applied for two separate grants and the MEDC application was approved for \$750,000. A secondary grant (MSHDA) application was submitted to re-locate the welcome island and fund improvements to City Hall up to \$500,000. The City has been denied the MSHDA grant funding. What it means for the Downtown Development Authority is that the welcome island will remain at its current location. Dissette overviewed what costs are accounted for in the \$750,000 grant.

In regards to Phoenix Street parking, Oosting stated the original project scope for Phoenix Street improvements - reconstructing the street with the exception of the welcome island - will result in a loss of 5 parking spaces. If the island was re-located, there would be a net loss of 10 spaces.

Davidson updated the board on the Downtown Development Authority Plan Amendment. After the Kentucky Avenue project is completed, the residential properties can be removed. The marketing portion of the amendment did go through, and staff will be working with Lambrix Design to market the Phoenix Street project.

8. DDA will be asked to go into closed session pursuant to the Michigan Open Meetings Act; Public Act No. 267 of 1978; 15.268; Section 8(d) to consider the purchase or lease of real property.

This item was moved to Item 5.a. during agenda approval.

9. Adjourn

Motion by Marcoux, second by Braun to adjourn at 12:53 p.m.
All in favor. Motion carried.

RESPECTFULLY SUBMITTED,
Marsha Ransom
Recording Secretary

Downtown Development Authority

Workshop Meeting Minutes

Wednesday, June 5, 2013

Noon, Northside Municipal Marina Clubhouse



City of South Haven

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

1. Call to Order

Call to Order by President Olson. Director Davidson introduced Sally Newton as a new DDA Board Member.

2. Roll Call

Present: Burr, Braun, Marcoux, Newton, Olson, Whiteford, Zuckerman

Absent: Maxwell

Davidson noted that the DDA Board has one vacancy but is required to be filled by a resident of the DDA District.

3. Approval of Agenda

Motion by Marcoux, second by Braun to approve the workshop agenda. All in favor.

4. DDA will be asked to review/discuss logo designs from Lambrix Design Inc. for the Phoenix Street Improvement Project.

The members of the DDA Board were presented with four designs from Lambrix Design, Inc. for marketing of the Phoenix Street improvement project. Board members agreed on one design which will be used to give a positive message through communications (emails, website, posters, brochures, etc.) to business owners, the community, and visitors. Davidson will move forward with the marketing campaign using the "Dig SoHa" design.

5. DDA will be asked to review the HarborWalk interpretive markers program as it relates to the DDA District.

Davidson explained the HarborWalk interpretive markers program and that no tax dollars are used. The markers are funded solely by donations. Davidson is working with the Michigan Maritime Museum to eventually replace all of the markers. The DDA Board agreed that the DDA would not sponsor a marker due to the fact that the DDA is funded by tax dollars. The DDA is in support of the program however.

South Haven City Hall is Barrier-free and the City of South Haven will provide the necessary reasonable auxiliary aids and services for persons with disabilities, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon seven (7) days notice to the South Haven City Clerk. Individuals with disabilities requiring services should contact the City Clerk by writing or calling South Haven City Hall at (269) 637-0700.

6. Adjourn

Motion by Whiteford, second by Marcoux to adjourn the meeting. All in favor.
The meeting was adjourned at 12:45.

RESPECTFULLY SUBMITTED,

Deb Davidson
DDA Director



Agenda Item 6

BEI International IFT Request

Background Information:

The City Council will be asked to consider approval of 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 2013-40: A Resolution granting approval of an application for an Industrial Facilities Exemption Certificate requested by BEI International, LLC.

Support Material:

Resolution 2013-40
Staff report: BEI International

MEMORANDUM

DATE: June 18, 2013

TO: Brian Dissette, City Manager

FROM: Connie Phillips-Thompson, Deputy Assessor

SUBJECT: Resolution to Approve 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.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013 - 40

A RESOLUTION APPROVING AN APPLICATION FOR
ISSUANCE OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AS 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 July 1, 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 of South Haven has, on May 31, 2013 received an application from BEI International, for issuance of an Industrial Facilities Exemption Certificate pursuant to Act 198, Public Acts of 1974, as amended; and

WHEREAS, the application is for the acquisition and installation of machinery and equipment at an estimated cost of \$11,132 with a project location of 1375 Kalamazoo Street in the City of South Haven; and

WHEREAS, pursuant to Act 198, P.A. 1974, M.C.L. 207.551 et seq., after a duly- noticed public hearing held on September 19, 1994 the City of South Haven by resolution established Industrial Development District No. 94-01 within which the applicant's project is located; and

WHEREAS, BEI International, has filed an application for an Industrial Facilities Exemption Certificate with respect to new facility project for personal property within Industrial Development District No. 94-01; and

WHEREAS, before acting on said application, the City of South Haven conducted a public hearing on this date, July 1, 2013, in the City Council Chambers at 539 Phoenix Street during the Council meeting which commenced at 7:00 p.m. local time, and the assessor and affected taxing units were given written notice and were afforded an opportunity to be heard; and

WHEREAS, the Applicant has reported to the City that project construction and installation of machinery and equipment had not begun earlier than six (6) months before May 31, 2013, the date of receipt by the City of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the project is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create, or prevent the loss of employment in the City of South Haven; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of South Haven is estimated to be less than five (5) percent of an amount equal to the sum of the SEV of the City of South Haven plus the SEV of real and personal property thus exempted.

BE IT THEREFORE RESOLVED, that:

1. The City Council of the City of South Haven finds and determines that the granting of the requested Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act 198, Public Acts of 1974 and Act 255, Public Acts of 1978, will not have the effect of substantially impeding the operation of the City of South Haven or impairing the soundness of a taxing unit which levies taxes in the City of South Haven.

2. The application and Agreement as to terms and conditions, of BEI International, for the Industrial Facilities Exemption Certificate with respect to the project which the certificate is applied for on the following described parcel of real property situated within Industrial Development District No. 94-01, to wit:

Real property as described in Attachment A hereto, an integral part hereof (Tax Parcel Number 80-53-220-006-50) be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of twelve (12) years; and

BE IT FURTHER RESOLVED, that the application shall be forwarded to the Michigan Department of Treasury, State Tax Commission, for review and approval; 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

Amanda Morgan, City Clerk

Memorandum:

Date: June 25, 2013

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Kalamazoo Street Reconstruction Phase 2

With the first two City Council meetings for the Kalamazoo Street special assessment process now complete, the City Council has the ability to complete the process at their July 1 meeting. If the City Council wishes to authorize the construction to begin, the following actions should be taken:

- 1) conduct a public hearing regarding the special assessment roll and approve the final special assessment district resolution
- 2) approve a contract with DeSal Excavating for the completion of the construction work
- 3) approve a contract with Soil and Materials Engineers for materials testing services

Each of these steps is described in further detail below.

1) Public Hearing and Special Assessment Resolution

The public hearing is required by city ordinance for the purpose of hearing any objections to the proposed special assessment roll. After conducting the public hearing, if the City Council is satisfied with the roll as presented, the City Council may confirm the roll by approving the final special assessment resolution. This is the final step in the special assessment process.

2) Construction Contract Approval

The general contractor will be responsible for all construction work on site, generally consisting of watermain, storm sewer, and sanitary sewer replacement; as well as construction of new street, driveway approaches, sidewalk ramps and repairs; along with topsoil and grass restoration. Various portions of this work will be performed by subcontractors, but the entire project is made the responsibility of one general contractor.

On May 21, 2013, city staff received bids for the construction contract. Seven bids were received, with the low bid coming from DeSal Excavating, Inc. in the amount of \$848,553.70. DeSal Excavating is the same contractor that completed the Hogans Alley reconstruction project in 2009. DeSal is tentatively planning to begin work the week of July 9 in anticipation of an October 18 project completion.

3) Materials Testing Contract Approval

In order to provide quality control over various construction methods, the City typically contracts for materials testing services on all road, water, and sewer projects. This contract will include testing the sand backfill in the utility trenches, the sand subbase and gravel base layers below the street, the asphalt pavement, and the concrete used for curbs, driveways, and sidewalks. The purpose of this testing is to ensure that the Contractor has completed these items of work according to the contract specifications. The testing work is done in accordance with MDOT standard practices and is essential to ensure the new roadway will be constructed in sound condition.

On June 19, 2013, city staff received proposals for the materials testing contract. Three proposals were received, with the lowest price proposal coming from Soil and Materials Engineers Inc (SME). SME has provided satisfactory services for the City on similar projects, most recently on the Kalamazoo Street Phase 1 project last year. The contract for materials testing is based on an estimated total fee of \$26,804.50. The final amount will be determined upon completion of the project based on the actual amount of testing requested by city staff throughout the duration of the project.

If the City Council desires to proceed with the project as presented, each of the three items listed above should be approved at the July 1st City Council meeting.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-39

KALAMAMZOO STREET RECONSTRUCTION PHASE 2 PROJECT
SPECIAL ASSESSMENT DISTRICT

CONFIRMATION OF SPECIAL ASSESSMENT ROLL; LIEN;
PAYMENT AND COLLECTION OF SPECIAL ASSESSMENT

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on July 1, 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 intent to make the public improvements described in Exhibit A hereto (the "Public Improvements"); and

WHEREAS, after notice duly given by publication on June 23, 2013 in the Herald Palladium, by publication on June 23, 2013 in the South Haven Tribune and by first class mail on June 19, 2013, the City Council held a public hearing to consider a proposed special assessment roll and objections thereto for the Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District on the 1st day of July, 2013, at 7:00 p.m., at the City Hall; and

WHEREAS, after hearing all persons interested therein, giving due consideration to any written objections to said special assessment roll filed with the City Clerk, the City Council deems said special assessment roll to be fair, just and equitable, and that each of the assessments contained thereon is relative to the benefits to be derived by the properties assessed.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the said special assessment roll prepared by the City Assessor and presented to the City Clerk and thus reported to the City Council, a copy of which roll is attached hereto as Exhibit B, in the Amount of \$84,893.97 for the Kalamazoo Street Reconstruction Phase 2 Project Special Assessment District (the "Special Assessment District") is hereby confirmed and shall be known and designated as Special Assessment District Roll Number 2013-01 (the "Roll").
2. That the City Clerk shall endorse on the Roll the date of this meeting as the date of confirmation of the Roll.
3. That said Roll shall be placed on the winter tax bills in fifteen (15) equal annual installments, with the first installment due and payable on December 1, 2013, and all subsequent installments shall be due and payable on or before December 1 of each year thereafter. The first installment will be for 1/15 of the assessment plus interest

accrued for the entire assessment from December 1, 2013. Subsequent installments will be for 1/15 of the assessment plus one year's interest on the unpaid balance of the assessment.

4. That interest shall accrue from December 1, 2013 and any payments on assessments made before such date shall be without interest.
5. That interest, payable annually on each installment due date, shall be paid on the balance of unpaid installments at the rate of four and one-half percent (4½%) per annum; provided, however, that if the City issues Bonds in anticipation of the unpaid installments of the special assessments, said interest rate shall be adjusted to a rate not exceeding one percent (1%) above the average rate of interest borne by said bonds.
6. That the outstanding balance of an assessment against any property may be paid to the City Treasurer at any time in full, with interest accrued through the month in which said installments are paid.
7. The Special Assessments shall be collected according to the provisions of the Ordinances, and any installment of a special assessment that is not paid when due shall be collected in the manner, and with such interest and penalties as are provided in the Ordinance and Chapter 11 of the City Charter.
8. That all special assessments contained in the Roll, including any part thereof deferred as to payment, shall from the date of confirmation of the Roll, pursuant to the Act, constitute a lien upon the respective property assessed.
9. That the special assessments made in the Roll are hereby ordered and directed to be collected and the City Clerk shall deliver the Roll to the City Treasurer with a warrant attached thereto, which shall command the City Treasurer to collect the special assessments in the Roll in accordance with the direction of the City Council. The form of said warrant is attached hereto as Exhibit C.
10. That upon receiving the Roll and warrant the City Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.
11. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 1 day of July 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

DESCRIPTION OF PUBLIC IMPROVEMENTS

KALAMAZOO STREET RECONSTRUCTION PHASE 2 PROJECT SPECIAL ASSESSMENT DISTRICT 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, described as follows and as shown on the following map.



EXHIBIT B

KALAMAZOO STREET IMPROVEMENTS PROJECT PHASE 2
SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT ROLL 2013-01

Parcel Number	Owner Name	Water Assessment	Sewer Assessment	Total Assessment
80-53-200-001-00	EMMANUEL COMMUNITY CHURCH OF SOUTH HAVEN	\$ -	\$ -	\$ -
80-53-130-007-00	SOUTH HAVEN HOUSING COMMISSION	\$ 2,313.15	\$ -	\$ 2,313.15
80-53-144-008-01	TURNER SUSAN	\$ -	\$ 1,320.48	\$ 1,320.48
80-53-143-001-00	COSS SUE	\$ -	\$ 1,320.48	\$ 1,320.48
80-53-144-009-00	SEY WILLIAM B	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-143-002-00	MADRY ANNETTA MARIE	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-144-010-00	MARTIN VERONICA	\$ -	\$ -	\$ -
80-53-143-003-00	DANIELS STEPHEN WAYNE	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-143-019-00	SOUTH HAVEN HOUSING COMMISSION	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-144-012-00	MCCURINE DENNIS A & MARY H	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-143-020-00	STARLING DEBORAH J	\$ -	\$ 1,320.48	\$ 1,320.48
80-53-146-001-00	BROWNER BERNICE	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-145-008-00	MARCOUX CHAD E	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-145-009-00	MARCOUX JAMES T	\$ -	\$ -	\$ -
80-53-146-002-00	COKER VIOLET	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-145-010-00	CLARKE LILLIAN	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-146-003-00	ST JAMES THEODORE	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-146-019-00	GILL LATONYA R	\$ -	\$ -	\$ -
80-53-145-012-01	WILLIAMS DARRYL K & MICHELLE L	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-146-020-00	GILL LATONYA R	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63

80-53-147-001-00	MASCHKE DOREEN	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-148-007-00	COBBS AARON & DOROTHY J	\$ 2,313.15	\$ -	\$ 2,313.15
80-53-147-002-00	HEARTFIELD VERNITRIA	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-147-017-00	SCHMIDT ALBERT D TRUSTEE OF THE ALBERT D SCHMIDT TRUST	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-148-008-00	OWENS LEON R	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-148-009-00	GETMAN JENNIFER	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-148-010-00	CISCO ROBERT F	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-149-007-00	SHERROD DOROTHY J	\$ -	\$ -	\$ -
80-53-149-008-00	SHERROD DOROTHY J	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-150-001-00	CITY OF SOUTH HAVEN	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-149-009-00	GOFF SAUNDRA MANN JEFFREY T	\$ 2,313.15	\$ 1,320.48	\$ 3,633.63
80-53-149-010-10	CISCO ROBERT F	\$ -	\$ -	\$ -

ASSESSORS CERTIFICATE

I, Douglas Brousseau, 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 June 17, 2013, 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: _____, 2013

Douglas Brousseau, 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 _____, 2013 by resolution of the City Council of the City of South Haven.

Date: _____, 2013

Amanda Morgan, Clerk
City of South Haven

EXHIBIT C

WARRANT OF CITY CLERK

I, Amanda Morgan, the City Clerk of the City of South Haven, Van Buren and Allegan Counties, Michigan, hereby direct and command the City Treasurer, to collect the assessments set forth in the attached Wells Street Improvements Project Special Assessment District Roll Number 2012-01 in accordance with the directions of the City Council in respect thereto set forth in a Resolution adopted by the City Council on _____, 2013, confirming such special assessment roll of the City.

Dated: _____, 2013

Amanda Morgan, City Clerk
City of South Haven, Michigan

BID TABULATION 6/19/2013

Contract for: Construction Materials Testing Services

Project: Kalamazoo Street Reconstruction Phase 2 - Elkenburg St to Lyon St.

City of South Haven Michigan

			<u>SME</u>		<u>DRIEENGA</u>		<u>NTH</u>	
	Estimated Quantity	Unit	Unit Price	Estimated Amount	Unit Price	Estimated Amount	Unit Price	Estimated Amount
On-site Technician	<u>528</u>	Hours on site	<u>\$ 25.00</u>	<u>\$ 13,200.00</u>	<u>\$ 40.00</u>	<u>\$ 21,120.00</u>	<u>\$ 37.00</u>	<u>\$ 19,536.00</u>
Overtime: On-site Technician	<u>65</u>	Hours on site	<u>\$ 32.50</u>	<u>\$ 2,112.50</u>	<u>\$ 40.00</u>	<u>\$ 2,600.00</u>	<u>\$ 48.10</u>	<u>\$ 3,126.50</u>
Trip Charge to Site	<u>66</u>	Each round trip	<u>\$ 159.00</u>	<u>\$ 10,494.00</u>	<u>\$ 40.00</u>	<u>\$ 2,640.00</u>	<u>\$ 75.00</u>	<u>\$ 4,950.00</u>
HMA Technician	<u>16</u>	Hours in plant	<u>\$ 36.00</u>	<u>\$ 576.00</u>	<u>\$ 40.00</u>	<u>\$ 640.00</u>	<u>\$ 37.00</u>	<u>\$ 592.00</u>
Overtime - HMA Technician	<u>2</u>	Hours in plant	<u>\$ 41.00</u>	<u>\$ 82.00</u>	<u>\$ 40.00</u>	<u>\$ 80.00</u>	<u>\$ 48.10</u>	<u>\$ 96.20</u>
Trip Charge to HMA Plant	<u>2</u>	Each round trip	<u>\$ 50.00</u>	<u>\$ 100.00</u>	<u>\$ 40.00</u>	<u>\$ 80.00</u>	<u>\$ 75.00</u>	<u>\$ 150.00</u>
Concrete Cylinder Tests	<u>12</u>	Each cylinder	<u>\$ 5.00</u>	<u>\$ 60.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9.00</u>	<u>\$ 108.00</u>
Sieve Analysis for Sand	<u>2</u>	Each test	<u>\$ 45.00</u>	<u>\$ 90.00</u>	<u>\$ 60.00</u>	<u>\$ 120.00</u>	<u>\$ 60.00</u>	<u>\$ 120.00</u>
Sieve Analysis for Gravel	<u>2</u>	Each test	<u>\$ 45.00</u>	<u>\$ 90.00</u>	<u>\$ 70.00</u>	<u>\$ 140.00</u>	<u>\$ 60.00</u>	<u>\$ 120.00</u>
				<u>\$ 26,804.50</u>		<u>\$ 27,420.00</u>		<u>\$ 28,798.70</u>

Kalamazoo Street Reconstruction Phase 2
 Tabulation of Bids Received at 1:30pm Tuesday May 21, 2013
 City of South Haven MI

Item No.	Section No.	Pay Item	Qty	Units	DESAL EXCAVATING, INC.		GEORGETOWN CONSTRUCTION CO.		KALIN CONSTRUCTION		BALKEMA EXCAVATING		DIVERSCO CONSTRUCTION CO.		NORTHERN CONSTRUCTION SERVICES CORP.		CONNAN, INC	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	01 10 00	Mobilization, Max 50,000		1 Lump Sum		\$ 17,500.00		\$ 50,000.00		\$ 28,816.40		\$ 50,000.00		50,000.00		\$ 50,000.00		\$ 50,000.00
2	01 50 00	Temporary Traffic Control		1 Lump Sum		6,175.00		20,000.00		5,875.00		7,500.00		12,575.00		6,000.00		25,750.00
3	10 14 53	Traffic Signs, Permanent		105 Sq. Ft.	16.80	1,764.00	17.00	1,785.00	16.00	1,680.00	16.00	1,680.00	16.00	1,680.00	18.00	1,890.00	16.00	1,680.00
4	10 14 53	Post, Steel, 3lb		10 Each	64.85	648.50	65.00	650.00	61.75	617.50	61.75	617.50	61.75	617.50	65.00	650.00	61.75	617.50
5	31 10 00	Tree Removal 6 inch to 18 inch		5 Each	235.00	1,175.00	230.00	1,150.00	225.00	1,125.00	500.00	2,500.00	365.00	1,825.00	465.00	2,325.00	225.00	1,125.00
6	31 10 00	Tree Removal 19 inch to 36 inch		1 Each	1,650.00	1,650.00	1,600.00	1,600.00	1,575.00	1,575.00	750.00	750.00	1,150.00	1,150.00	1,575.00	1,575.00	1,575.00	1,575.00
7	31 10 00	HMA Surface Rem.		5497 Sq. Yd.	1.80	9,894.60	1.20	6,596.40	1.14	6,266.58	3.00	16,491.00	2.25	12,368.25	0.85	4,672.45	1.00	5,497.00
8	31 10 00	Pavt Rem.		5771 Sq. Yd.	3.80	21,929.80	3.60	20,775.60	3.60	20,775.60	6.00	34,626.00	10.00	57,710.00	6.25	36,068.75	3.30	19,044.30
9	31 10 00	Sidewalk Rem.		560 Sq. Yd.	4.05	2,268.00	4.00	2,240.00	3.09	1,730.40	3.00	1,680.00	4.25	2,380.00	4.00	2,240.00	4.05	2,268.00
10	31 10 00	Utility Line Rem, Storm		703 Ln. Ft.	4.00	2,812.00	7.00	4,921.00	8.62	6,059.86	20.00	14,060.00	8.00	5,624.00	6.00	4,218.00	4.90	3,444.70
11	31 10 00	Utility Line Rem, Water		349 Ln. Ft.	6.00	2,094.00	7.00	2,443.00	6.51	2,271.99	7.00	6,980.00	8.00	2,792.00	6.00	2,094.00	7.80	2,722.20
12	31 10 00	Utility Line Rem, Forcemain		133 Ln. Ft.	10.00	1,330.00	7.00	931.00	6.51	865.83	20.00	2,660.00	10.00	1,330.00	6.00	798.00	7.80	1,037.40
13	31 10 00	Utility Str. Rem, Storm		14 Each	185.00	2,590.00	200.00	2,800.00	172.38	2,413.32	250.00	3,500.00	301.00	4,214.00	150.00	2,100.00	170.00	2,380.00
14	31 10 00	Utility Str. Rem, Sanitary		4 Each	235.00	940.00	300.00	1,200.00	359.24	1,436.96	250.00	1,000.00	380.00	1,520.00	250.00	1,000.00	170.00	680.00
15	31 10 00	Utility Str. Rem, Water		6 Each	150.00	900.00	200.00	1,200.00	185.26	1,111.56	250.00	1,500.00	301.00	1,806.00	150.00	900.00	170.00	1,020.00
16	31 10 00	Sign Rem.		21 Each	75.00	1,575.00	5.00	105.00	20.00	420.00	20.00	420.00	20.00	420.00	25.00	525.00	20.00	420.00
17	31 22 13	Roadway Grading		16 Station	1,065.00	17,040.00	800.00	12,800.00	1,302.82	20,845.12	2,100.00	33,600.00	2,400.00	38,400.00	2,200.00	35,200.00	2,000.00	32,000.00
18	31 23 24	Fill Abandoned Utility, 10 inch		437 Ln. Ft.	7.85	3,430.45	4.00	1,748.00	4.87	2,128.19	5.00	2,185.00	6.00	2,622.00	5.00	2,185.00	2.60	1,136.20
19	31 25 13	Inlet Protection, Silt Bag		17 Each	155.00	2,635.00	100.00	1,700.00	77.76	1,321.92	90.00	1,530.00	150.00	2,550.00	150.00	2,550.00	81.00	1,377.00
20	31 25 13	Aggregate Cover, 12 inch		2000 Sq. Yd.	12.25	24,500.00	9.00	18,000.00	9.66	19,320.00	15.00	30,000.00	9.60	19,200.00	16.00	32,000.00	12.50	25,000.00
21	32 11 16	Subbase		1944 Cu. Yd.	8.50	16,524.00	8.10	15,746.40	9.39	18,254.16	20.00	38,880.00	9.50	18,468.00	11.75	22,842.00	8.90	17,301.60
22	33 11 23	Aggregate Base, 21AA, 8 inch		5533 Sq. Yd.	7.00	38,731.00	6.60	36,517.80	7.39	40,888.87	9.00	49,797.00	6.05	33,474.65	8.30	45,923.90	8.00	44,264.00
23	32 12 16	HMA, 5E1		499 Ton	72.75	36,302.25	70.00	34,930.00	69.30	34,580.70	69.30	34,580.70	69.30	34,580.70	70.00	34,930.00	69.30	34,580.70
24	32 12 16	HMA, 4E1		745 Ton	63.15	47,046.75	61.00	45,445.00	60.10	44,774.50	60.10	44,774.50	61.60	45,892.00	61.00	45,445.00	60.10	44,774.50
25	32 13 13	Sidewalk, 4 inch		3025 Sq. Ft.	2.35	7,108.75	2.09	6,322.25	2.15	6,503.75	2.25	6,806.25	2.15	6,503.75	2.40	7,260.00	2.09	6,322.25
26	32 13 13	Sidewalk, 6 inch		495 Sq. Ft.	3.45	1,707.75	3.09	1,529.55	2.60	1,287.00	2.73	1,351.35	2.60	1,287.00	3.00	1,485.00	3.09	1,529.55
27	32 13 13	Sidewalk Ramp, 6 inch		1969 Sq. Ft.	3.60	7,088.40	3.28	6,458.32	3.40	6,694.60	3.57	7,029.33	3.40	6,694.60	2.40	4,725.60	3.28	6,458.32
28	32 13 13	Detectable Warning Surface, C.I.		160 Ln. Ft.	63.50	10,160.00	60.00	9,600.00	76.00	12,160.00	78.80	12,608.00	76.00	12,160.00	68.00	10,880.00	60.00	9,600.00
29	32 13 13	Curb and Gutter, Conc, Det F4		2747 Ln. Ft.	10.35	28,431.45	9.75	26,783.25	8.80	24,173.60	9.25	25,409.75	8.80	24,173.60	12.00	32,964.00	9.75	26,783.25
30	32 13 13	Driveway, Nonreinf Conc, 6 inch		349 Sq. Yd.	28.10	9,806.90	25.56	8,920.44	23.40	8,166.60	24.57	8,574.93	23.40	8,166.60	27.00	9,423.00	25.56	8,920.44
31	32 17 23	Line Mrkg, Cold Plastic, White, 6 in		580 Ln. Ft.	2.35	1,363.00	2.50	1,450.00	2.45	1,421.00	2.45	1,421.00	2.00	1,160.00	2.45	1,421.00	2.45	1,421.00
32	32 17 23	Line Mrkg, Cold Plastic, White, 24 in		135 Ln. Ft.	13.15	1,775.25	9.80	1,323.00	9.75	1,316.25	9.75	1,316.25	2.00	270.00	9.75	1,316.25	9.75	1,316.25
33	32 91 19	Topsoil Surface, 4 inch, screened		2918 Sq. Yd.	2.55	7,440.90	2.00	5,836.00	3.81	11,117.58	2.30	6,711.40	4.00	11,672.00	3.60	10,504.80	3.60	10,504.80
34	32 92 19	Seed		131 pound	3.65	478.15	3.00	393.00	7.18	940.58	1.50	196.50	8.00	1,048.00	4.00	524.00	10.50	1,375.50
35	32 92 19	Fertilizer		137 pound	2.65	363.05	3.00	411.00	7.39	1,012.43	0.50	68.50	2.00	274.00	1.50	205.50	21.00	2,877.00
36	32 92 19	Lime		32 pound	5.25	168.00	6.00	192.00	10.21	326.72	5.00	160.00	3.00	96.00	10.00	320.00	10.50	336.00
37	32 92 19	Erosion Fabric, NAG S75-BN		2918 Sq. Yd.	1.95	5,690.10	1.00	2,918.00	1.28	3,735.04	1.00	2,918.00	0.95	2,772.10	1.50	4,377.00	2.00	5,836.00
38	32 92 19	Mowing		1.2 Acre	335.00	402.00	200.00	240.00	238.52	286.22	100.00	120.00	110.00	132.00	1,000.00	1,200.00	567.00	680.40
39	32 92 19	Weed Control		0.6 Acre	420.00	252.00	200.00	120.00	235.27	141.16	500.00	300.00	275.00	165.00	1,000.00	600.00	567.00	340.20
40	33 01 33	Video Taping Sewer Pipe, San		1285 Ln. Ft.	2.10	2,698.50	1.00	1,285.00	0.85	1,092.25	4.00	5,140.00	1.75	2,248.75	2.00	2,570.00	1.00	1,285.00
41	33 01 33	Video Taping Sewer Pipe, Strm		1659 Ln. Ft.	2.10	3,483.90	1.00	1,659.00	0.85	1,410.15	4.00	6,636.00	1.60	2,654.40	2.00	3,318.00	1.00	1,659.00
42	33 05 14	Structure, San. MH, 48 in. Dia		8 Each	3,150.00	25,200.00	2,340.00	18,720.00	2,857.24	22,857.94	2,615.00	20,920.00	2,183.00	17,464.00	2,530.00	20,240.00	3,000.00	24,000.00
43	33 05 14	Structure, Strm. MH, 48 in. Dia		2 Each	1,725.00	3,450.00	1,360.00	2,720.00	1,587.98	3,175.96	1,720.00	3,440.00	1,169.00	2,338.00	1,000.00	2,000.00	1,200.00	2,400.00
44	33 05 14	Structure, Strm. MH, 60 in. Dia		1 Each	2,460.00	2,460.00	2,050.00	2,050.00	2,352.33	2,352.33	2,900.00	2,900.00	1,718.00	1,718.00	3,100.00	3,100.00	2,000.00	2,000.00
45	33 05 14	Structure, Strm. MH, 72 in. Dia		1 Each	3,165.00	3,165.00	2,640.00	2,640.00	3,064.68	3,064.68	4,370.00	4,370.00	2,264.00	2,264.00	3,850.00	3,850.00	3,000.00	3,000.00
46	33 05 14	Structure, Strm. CB, 24 in. Dia		8 Each	1,150.00	9,200.00	960.00	7,680.00	893.36	7,146.88	1,320.00	10,560.00	610.00	4,880.00	860.00	6,880.00	850.00	6,800.00
47	33 05 14	Structure, Strm. CB, 48 in. Dia		13 Each	1,725.00	22,425.00	1,250.00	16,250.00	1,302.10	16,927.30	1,720.00	22,360.00	968.00	12,584.00	1,100.00	14,300.00	1,200.00	15,600.00
48	33 05 14	Structure, Strm. CB, 72 in. Dia		2 Each	3,515.00	7,030.00	2,850.00	5,700.00	3,438.93	6,877.86	3,860.00	7,720.00	2,508.00	5,016.00	4,200.00	8,400.00	3,100.00	6,200.00
49	33 05 14	Structure Conn. to Ex. Swr, 8 in. San		2 Each	150.00	300.00	460.00	920.00	352.90	705.80	1,200.00	2,400.00	670.00	1,340.00	500.00	1,000.00	250.00	500.00
50	33 05 14	Structure Conn. to Ex. Swr, 10 in. San		2 Each	165.00	330.00	480.00	960.00	352.90	705.80	1,200.00	2,400.00	785.00	1,570.00	600.00	1,200.00	250.00	500.00

Item No.	Section No.	Pay Item	Qty	Units	DESAL EXCAVATING, INC.		CONSTRUCTION CO.		KALIN CONSTRUCTION		BALKEMA EXCAVATING		CONSTRUCTION CO.		SERVICES CORP;		CONNAN, INC	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
51	33 05 14	Structure Cover, EJ #1040 San Logo	8	Each	375.00	3,000.00	400.00	3,200.00	411.49	3,291.92	715.00	5,720.00	403.00	3,224.00	775.00	6,200.00	1,000.00	8,000.00
52	33 05 14	Structure Cover, EJ #1040 Stim Logo	4	Each	375.00	1,500.00	400.00	1,600.00	411.49	1,645.96	715.00	2,860.00	403.00	1,612.00	775.00	3,100.00	1,000.00	4,000.00
53	33 05 14	Structure Cover, EJ #7045	23	Each	495.00	11,385.00	510.00	11,730.00	584.50	13,443.50	930.00	21,390.00	560.00	12,880.00	895.00	20,585.00	1,000.00	23,000.00
54	33 05 14	Structure Tap, 18 inch Strm	1	Each	775.00	775.00	400.00	400.00	196.93	196.93	1,200.00	1,200.00	700.00	700.00	300.00	300.00	300.00	300.00
55	33 05 14	Structure Inside Drop	1	Each	1,075.00	1,075.00	1,000.00	1,000.00	874.60	874.60	3,180.00	3,180.00	1,070.00	1,070.00	800.00	800.00	1,500.00	1,500.00
56	33 05 14	Structure Adj. Case 1	3	Each	900.00	2,700.00	500.00	1,500.00	531.07	1,593.21	125.00	375.00	396.00	1,188.00	650.00	1,950.00	600.00	1,800.00
57	33 05 14	Structure Adj. Add. Depth	1	Ln. Ft.	675.00	675.00	500.00	500.00	386.34	386.34	150.00	150.00	235.00	235.00	150.00	150.00	300.00	300.00
58	33 05 14	Valve Box Adjust	4	Each	675.00	2,700.00	200.00	800.00	82.89	331.56	65.00	260.00	305.00	1,220.00	200.00	800.00	250.00	1,000.00
59	33 11 13	Watermain, 4 inch	134	Ln. Ft.	51.50	6,901.00	66.00	8,844.00	93.72	12,558.48	30.00	4,020.00	70.35	9,426.90	45.00	6,030.00	72.00	9,648.00
60	33 11 13	Watermain, 6 inch	30	Ln. Ft.	64.85	1,945.50	66.00	1,980.00	76.72	2,301.60	31.00	930.00	86.85	2,605.50	48.00	1,440.00	80.00	2,400.00
61	33 11 13	Watermain, 8 inch	288	Ln. Ft.	41.75	12,024.00	69.00	19,872.00	72.36	20,839.68	35.00	10,080.00	77.55	22,334.40	53.00	15,264.00	85.00	24,480.00
62	33 11 13	Watermain, 12 inch	1345	Ln. Ft.	53.35	71,755.75	79.00	106,255.00	72.50	97,512.50	45.00	60,525.00	72.90	98,050.50	81.00	108,945.00	90.00	121,050.00
63	33 11 13	Valve & Box, 4 inch	5	Each	385.00	1,925.00	790.00	3,950.00	755.38	3,776.90	625.00	3,125.00	778.00	3,890.00	950.00	4,750.00	850.00	4,250.00
64	33 11 13	Valve & Box, 6 inch	1	Each	855.00	855.00	920.00	920.00	876.33	876.33	740.00	740.00	897.00	897.00	1,100.00	1,100.00	1,000.00	1,000.00
65	33 11 13	Valve & Box, 8 inch	6	Each	1,165.00	6,990.00	1,220.00	7,320.00	1,287.07	7,722.42	1,030.00	6,180.00	1,209.00	7,254.00	1,500.00	9,000.00	1,350.00	8,100.00
66	33 11 13	Valve & Box, 12 inch	8	Each	1,905.00	15,240.00	2,020.00	16,160.00	2,212.91	17,703.28	1,740.00	13,920.00	2,088.00	16,704.00	2,600.00	20,800.00	2,200.00	17,600.00
67	33 11 13	Hydrant Assembly	4	Each	2,775.00	11,100.00	3,300.00	13,200.00	3,197.12	12,788.48	3,300.00	13,200.00	3,478.00	13,912.00	3,550.00	14,200.00	3,500.00	14,000.00
68	33 11 13	Hydrant Lead, 6 inch	56	Ln. Ft.	28.50	1,596.00	50.00	2,800.00	34.86	1,952.16	40.00	2,240.00	39.20	2,195.20	48.00	2,688.00	60.00	3,360.00
69	33 11 13	Line Stop, 4 inch	5	Each	2,995.00	14,975.00	3,100.00	15,500.00	2,850.00	14,250.00	3,380.00	16,900.00	2,850.00	14,250.00	4,100.00	20,500.00	4,800.00	24,000.00
70	33 11 13	Line Stop, 6 inch	3	Each	3,095.00	9,285.00	3,200.00	9,600.00	2,950.00	8,850.00	3,480.00	10,440.00	2,950.00	8,850.00	4,300.00	12,900.00	5,500.00	16,500.00
71	34 11 13	Line Stop, 12 inch	2	Each	5,775.00	11,550.00	5,800.00	11,600.00	5,500.00	11,000.00	6,030.00	12,060.00	5,500.00	11,000.00	6,800.00	13,600.00	7,500.00	15,000.00
72	34 11 13	Thrust Block	10	Each	525.00	5,250.00	300.00	3,000.00	212.77	2,127.70	425.00	4,250.00	310.00	3,100.00	500.00	5,000.00	500.00	5,000.00
73	33 12 13	Water Svc., 1 inch	762	Ln. Ft.	14.75	11,239.50	25.00	19,050.00	21.69	16,527.78	18.00	13,716.00	27.60	21,031.20	31.00	23,622.00	33.00	25,146.00
74	33 12 13	Curb Stop, 1 inch	28	Each	455.00	12,740.00	470.00	13,160.00	246.49	6,907.72	450.00	13,600.00	484.00	13,552.00	350.00	9,800.00	500.00	14,000.00
75	33 12 13	Meter Pit, 18 inch	20	Each	455.00	9,100.00	320.00	6,400.00	561.74	11,234.80	545.00	10,900.00	627.00	12,540.00	400.00	8,000.00	500.00	10,000.00
76	33 31 13	San. Swr., PVC SDR35, 8 inch	84	Ln. Ft.	27.60	2,318.40	64.00	5,376.00	105.18	8,835.12	35.00	2,940.00	65.10	5,468.40	75.00	6,300.00	65.00	5,460.00
77	33 31 13	San. Swr., PVC SDR26, 15 inch	1201	Ln. Ft.	39.75	47,739.75	103.00	123,703.00	121.26	145,633.26	45.00	54,045.00	82.00	98,482.00	106.00	127,306.00	120.00	144,120.00
78	33 31 13	San. Swr. Service., 6 inch	891	Ln. Ft.	19.05	16,973.55	34.00	30,294.00	36.50	32,521.50	29.00	25,839.00	42.00	37,422.00	68.00	60,588.00	50.00	44,550.00
79	33 31 13	San. Swr. Service.Cleanout	31	Each	735.00	22,785.00	220.00	6,820.00	187.45	5,810.95	590.00	18,290.00	265.00	8,215.00	250.00	7,750.00	300.00	9,300.00
80	33 31 13	Cleanout Riser Cover	6	Each	435.00	2,610.00	200.00	1,200.00	154.62	927.72	380.00	2,280.00	375.00	2,250.00	250.00	1,500.00	250.00	1,500.00
81	33 41 13	Stm. Swr. 12 inch, R.C.P.	485	Ln. Ft.	23.75	11,518.75	37.00	17,945.00	40.39	19,589.15	26.00	12,610.00	45.80	22,213.00	47.00	22,795.00	35.00	16,975.00
82	34 41 13	Stm. Swr. 15 inch, R.C.P.	535	Ln. Ft.	25.65	13,722.75	39.00	20,865.00	51.67	27,643.45	28.00	14,980.00	40.75	21,801.25	48.00	25,680.00	40.00	21,400.00
83	35 41 13	Stm. Swr. 18 inch, R.C.P.	639	Ln. Ft.	29.85	19,074.15	41.00	26,199.00	57.56	36,780.84	31.00	19,809.00	43.30	27,668.70	53.00	33,867.00	45.00	28,755.00
84	33 41 13	Stm. Swr. Service. 4 inch	762	Ln. Ft.	9.25	7,048.50	18.00	13,716.00	12.68	9,662.16	18.00	13,716.00	24.50	18,669.00	23.85	18,173.70	18.00	13,716.00
85	33 41 13	Stm. Swr. Service Cleanout	30	Each	345.00	10,350.00	260.00	7,800.00	240.55	7,216.50	300.00	9,000.00	263.00	7,890.00	75.00	2,250.00	400.00	12,000.00
86	33 46 00	Underdrain, Subbase, 6 inch	2747	Ln. Ft.	5.95	16,344.65	4.40	12,086.80	2.39	6,565.33	12.00	32,964.00	4.25	11,674.75	2.80	7,691.60	3.50	9,614.50
87	s.p.	Exploratory Excavation	73	Cu. Yd.	6.00	438.00	40.00	2,920.00	34.39	2,510.47	100.00	7,300.00	27.00	1,971.00	30.00	2,190.00	12.00	876.00
88	s.p.	Maintenance Gravel	1000	Cu. Yd.	8.50	8,500.00	3.00	3,000.00	17.11	17,110.00	20.00	20,000.00	14.00	14,000.00	6.00	6,000.00	16.00	16,000.00
89	s.p.	Maintenance Gravel, 21AA	250	Cu. Yd.	26.50	6,625.00	6.00	1,500.00	31.25	7,812.50	30.00	7,500.00	19.00	4,750.00	30.00	7,500.00	26.00	6,500.00
90	s.p.	Bypass Pumping and Forcemain Conner	1	Lump Sum		10,375.00		13,000.00		13,060.83		25,000.00		24,839.00		15,000.00		20,000.00
91	s.p.	Structure Outside Drop	1	Each	415.00	415.00	900.00	900.00	770.94	770.94	2,000.00	2,000.00	500.00	500.00	800.00	800.00	800.00	800.00
					\$ 848,553.70		\$ 986,030.81		\$ 1,021,892.52		\$ 1,044,382.96		\$ 1,075,386.70		\$ 1,149,111.55		\$ 1,174,940.56	

DESAL EXCAVATING, INC.

GEORGETOWN
CONSTRUCTION CORP.

KALIN CONSTRUCTION

BALKEMA EXCAVATING

DIVERSCO
CONSTRUCTION CO.

NORTHERN CONSTRUCTION
SERVICES CORP;

CONNAN, INC

Items in italics indicate amounts corrected holding bidders unit price



City of South Haven

BOARD AND COMMISSION APPLICATION

Name Marilyn White Phone _____

Address _____
Street City State Zip

E-Mail Address _____

Resident of City? (Circle One) Yes No If Yes, how long: 18 years

Board or Commission Applying for: Parks (Board)

Qualifications: I have attended meetings for the reconstruction of Elkenburg park. I have talked with the director and helped with adding new swings to the tot lot on Cable St. also requested a picnic table. I oversee the children at the park to be sure they are safe and also being safe.

I believe I can benefit the City of South Haven by serving on a board and commission because: I am very active to the safety of all children that come and play in the park. I live very close to Elkenburg ^{Park} and the tot lot so I am capable of seeing the children that play there.

Signature Marilyn White Date May 18, 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 _____	

June 24, 2013

TO: Brian Dissette

FR: Paul VandenBosch

RE: Black River Park Commercial Use License Agreement

Adventure Water Sports is requesting to use Black River Park Boat Launch to rent a 16 foot runabout and two jet skis.

The City's insurance carrier has reviewed the insurance and finds it acceptable with minor changes, including listing the City as an additional insured and a 10 day notification of cancellation of the policy.

The process for license agreements is for Harbor Commission to recommend to City Council, and City Council to consider approval of the license agreement.

Staff Recommendation:

Approve the license agreement with Adventure Water Sports.

BLACK RIVER PARK COMMERCIAL USE LICENSE AGREEMENT

This License Agreement is made as of _____, 2013, between the City of South Haven, a Michigan municipal corporation the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the "City"), and Michael Fidelman of Adventure Water Sports (the "Licensee").

RECITALS

A. The City owns the property and structures commonly referred to as the Black River Park which is generally depicted on the attached Exhibit A (the "Park").

B. The City agrees to grant the Licensee a license to operate its marine based business from the Park under the terms of this Agreement.

TERMS AND CONDITIONS

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

1. License.

- a. The City licenses to the Licensee use of a portion of the Park, as depicted on the attached Exhibit A (the "Licensed Area"), for rental of 3 motorized boats as provided below, and for no other purpose.
- b. Conditions: The type of business limited to boat rental with 3 vessels (number of vessels) of type: one 16 foot runabout, two personal water craft.
- c. Registration number and description of vessels to be used in the marine based business (attach separate sheet if need): see attached sheet.
- d. Business operations shall not interfere with launch ramp use by other customers. Vessels shall not be tied or moored to launch ramp docks or dinghy docks except in the process of launching. Fueling is prohibited on the Black River and in the Park.
- e. The Licensee accepts the Licensed Area "AS IS" and with all faults. The City has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Licensed Area. Without limiting the generality of the previous statement, the City makes no representation about the suitability of the Licensed Area for any purpose or use.
- f. Other requirements of the marine based business include: _____

2. Term. The term of the license shall commence upon the date of execution of this Agreement by the Mayor and end on December 31, 2013. This Agreement may be renewed for an additional one year term upon written request of the Licensee received and countersigned by the City Manager, in his sole discretion, prior to December 31, 2013.

3. Fee. In addition to its other obligations under this Agreement, the Licensee shall pay to the City an annual license fee of \$100 and shall be responsible for fees as authorized by the City Council resolution. In addition to the license fee, the Licensee shall pay an annual fee of \$50 for each motorized rental vessel.

4. Property Rights. This license does not grant or convey to the Licensee any rights, title, or interest in the Licensed Area, the Park, boat launch facility or any City property.

5. Insurance. The City shall not be required to obtain or maintain any insurance covering the Licensee. The Licensee 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. Watercraft Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage.

c. All insurance shall include an endorsement stating that the following shall be “Additional Insured Parties”: 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: Risk Manager, City of South Haven, 539 Phoenix St, South Haven, MI 49090.

e. The Licensee 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.

6. Indemnification. The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the Licensee’s use of the Licensed Area, the Park, or the Licensee’s performance of its obligations under this license Agreement, except where caused by the negligence or wrongdoing of the City. The requirements of this paragraph (7) shall survive the expiration or termination of this license for a period of 3 years.

7. Compliance with Laws. The Licensee shall operate in accordance with generally accepted operating practices and maintain compliance with applicable laws, rules, regulations, ordinances, orders, permits, and licenses required by any governmental agency of competent jurisdiction. In addition, the Licensee shall obtain and maintain all required permits, licenses and other approvals.

8. Breach and Remedy. If the Licensee fails to comply with any of the terms and conditions of this Agreement, a written notice of failure to comply stating the specific breach shall be delivered to the Licensee. The Licensee shall have 10 days to take any corrective actions required to cure the breach so as to be in compliance with this license. During the 10 day cure period the Licensee shall inform the City in writing of the actions taken to remedy the breach. If the Licensee fails to remedy the breach within 10 days of receiving notice of the same, the City Manager may terminate this license.

9. Termination. If the Licensee fails to fulfill its obligations under this Agreement, the City Manager may terminate this license.

10. Vacation. Upon expiration of the license term, or upon termination of this license pursuant to paragraph 9 or 10 above, the Licensee shall cease to operate such business in the Park.

11. Assignment Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations without the City’s prior written approval.

12. Interpretation. This is the entire agreement between the parties as to its subject matter. This Agreement shall supersede and void any existing lease or other agreement between the parties. This agreement may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Manager approval). 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.

13. Miscellaneous.

a. 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.

b. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States

first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

c. This license Agreement shall be effective only when countersigned by the City and then only if the Agreement has been signed by the proposed Licensee and the City has received payment of the Annual Fee and a copy of the Licensee's insurance policy which meets the requirements herein .

14. Binding Effect This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

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

CITY OF SOUTH HAVEN

LICENSEE

By: _____

By: _____

Its

Robert Burr, Mayor

Date: _____

By: _____

Amanda Morgan, Clerk

CERTIFICATE OF INSURANCE

Producer: Global Marine Insurance Agency 12935 S. West Bayshore Dr. Suite 205 Traverse City, MI 49684	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A Markel American Insurance Company
Insured: Michael Fidelman DBA Adventure Watersports 169 50th St. Grand Junction, MI 49056	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(Any one fire) \$ MEDICAL EXPENSE(Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$ BODILY INJURY(Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY: \$ (Each accident) \$ (Disease - Policy limit) \$ (Disease - Each employee)
	OTHER: Watercraft Liability	CQ2010992	05/14/2013	05/14/2014	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

2013 3 Commercial See Schedule

CERTIFICATE OF INSURANCE: City of South Haven 539 Pheonix St South Haven MI 49090 ISSUED: June 04, 2013	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _10_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <div style="text-align: right;"></div>



COMMERCIAL MARINE RENTAL WATERCRAFT VESSEL SCHEDULE

				JUNE 2013					
1	1981	LUND/MC 7002TE	16	LUN2012MBIF	81 JOHNSON	5894097	80		
2	2009	YAMAHA/MC 5532TG	10' 6"	YAMA1916L809	YAM09	0894117	97		
3	1996	TIGER SHARK/MC 8379RF	10" 2"	ART05319B696	96 SUZ	22169	67		

LIEN HOLDER NAME & ADDRESS	UNITS OF INTEREST	LIEN HOLDER NAME & ADDRESS	UNITS OF INTEREST
N	N	N	N

This vessel schedule is attached to and becomes part of the policy upon Company acceptance. All units must be identified and listed on the schedule in order to be covered under the policy. Additions or deletions to this schedule must be reported to the Company within 30 days of the change. List all outboard engines with the associated vessel.

Memo

To: Brian Dissette
City Manager

From: Brandy Gildea
Parks and Recreation Supervisor

Date: June 28, 2013

Re: Summer Jam Midnight Amendment
Special Event 2013 - 23

After meeting with staff to discuss the issues with the originally submitted special event application, Summer Jam Midnight, the event organizers would like to make an amendment to their original request.

Originally the organizers were asking to use Elkenburg Park on July 19th & 20th from 10:00pm – 2:00 am each day for a basketball tournament. They are also requesting to bring in additional lights.

The event organizer is now requesting to just host a single basketball game starting on Saturday July 20th at 10:00 pm and ending on Sunday at 1:00 am. They will submit an application to host a basketball tournament on a different weekend. They are still requesting to bring in additional lights.

Staff has reviewed the amendment to the special event application would still recommend that City Council consider not approving this special event on this date due to the other event occurring in the park until 10:00 pm and due to the ending time of the event.

Memo

To: Brian Dissette
City Manager

From: Brandy Gildea
Parks and Recreation Supervisor

Date: June 28, 2013

Re: Summer Jam Midnight
Special Event 2013 - 23

This special event, Summer Jam Midnight, is ready for the City Council's consideration.

W.O.R.D. Impact is requesting to use Elkenburg Park on July 19th and 20th from 10:00pm – 2:00 am each day for a basketball tournament. They are also requesting to bring in additional lights. The goal W.O.R.D. Impact has for the event is to keep youth off the streets and out of trouble and involved with a successful event.

Staff has reviewed this special event application and following is list of issues they have with this event/weekend:

- Event goes four hours past closing time of park.
- Neighbors of the park will be affected by the additional lights brought in and the noise (there were complaints about the lights from last year's event).
- The "Back in the Day" picnic special event has already been approved for this weekend and there have been issues between the two groups in the past.

Due to the facts presented above, staff would recommend that City Council **not approve** this special event as submitted but should consider approving this event with the following considerations:

- Event would occur on a different weekend when there are no other special events occurring in the park.
- Event would begin earlier in the day and end by 11:00 pm (only one hour past closing time).

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY
Special Event # _____
Date Received _____

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.

Initial: AM Date: 6-20-13

CONTACT INFORMATION

Event Title: Summer Jam Midnight
Sponsoring Organization: W.O.R.D Impact.
Applicants Name: Ameae May
Telephone #: 269-993-1601 Phone # During Event: 269-993-1601
E-mail Address: AbundantFaithPastor@hulmail.com

Other contacts for/during event

Name: Sean Beangsted Telephone: _____
Name: Marvin Murre Telephone: _____

EVENT SPECIFIC INFORMATION

Event Location: E Keyburg Park.
Date(s) Requested: July 20th 2013 Alternative Date(s): _____
Start Time: 10pm - 2am End Time: 2:00 A.M.

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

Number of people expected to attend: 150 ppl

EVENT DESCRIPTION

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

For the last 3 yrs we have been very successful with this event. A few neighbors complained. Overall it was a wonderful turnout.
We may only use it for ONE Day July 20th 2013
It's A objective to keep the teenagers off the streets collaborating with Police officers etc. While Teams play at Night like the Famous Ruckus Park!

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

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

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

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

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

Explain closure _____

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

Event Command Post. Mark location on maps.

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

Portable toilet facilities. Mark locations on maps. How many? _____
The City requires the use of portable facilities for events expecting over 500 attendants.

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

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

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

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

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

Fireworks/pyrotechnics site. Mark location on maps.

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

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

Name: _____ Telephone: _____

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

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

Name: _____ Telephone: _____

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

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

ADDITIONAL EVENT INFORMATION

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

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

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

Date: Time:

Date: Time:

Date: Time:

Signage: Prior to the event a list of all signage (example: sandwich boards, banners, etc.) and placement of the signage needs to be turned in to the city's Parks and Recreation Supervisor. Upon submission the signage requests will be reviewed by the Parks and Recreation Supervisor; additional approval may be required.

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

CITY SERVICES

Are you requesting any utility services to be provided: Yes No
If yes, explain: _____

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

Will vendors be using electric utilities: Yes No
If yes, the city's Electrical Inspector will be making inspections of all vendors using electric during events. A charge of \$10.00 per vendor will be billed to the Sponsoring Organization (NOT the vendor) following the event.

Will you require additional police services: Yes No
If yes, explain: _____

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

Additional fire information: Mark all that apply

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

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

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

INSURANCE

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

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

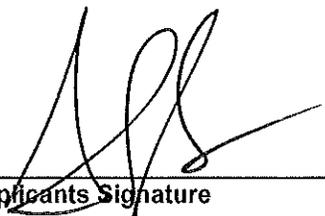
REMINDERS

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

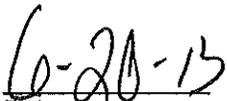
- Map(s)
 Proof of Insurance Certification
 Cones and Barricade Request Form (if applicable)
 Submitted liquor license application (if applicable)

INDEMNIFICATION AGREEMENT

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



Applicants Signature



Date

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

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