

City Council

Regular Meeting Agenda

Monday, August 19, 2013
7:00 p.m., Council Chambers



1. **Call to Order**
2. **Invocation**
 - Pastor Aaron Cobbs – Spiritual Church of Christ
3. **Roll Call**
4. **Approval of Agenda**
5. **Consent Agenda: Items A thru D (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 August 5, 2013.
 - B. Bills totaling \$2,053,389.77 for the period ending August 20, 2013 be approved and forwarded to the Clerk and Treasurer for payment.
 - C. City Council will receive an interim financial report.
 - D. City Council will be requested to approve health insurance changes.

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 Elbe & Sohns IFT:**
 - A. **Hold public hearing regarding Elbe & Sohns IFT**
 - B. **Approve Resolution 2013-48 regarding the approval of the Elbe & Sohns IFT.**

NEW BUSINESS

7. **City Council will be asked to consider the introduction of an Ordinance to amend the official map of the South Haven zoning ordinance to rezone 16.8 acres from industrial I-1B to industrial 1-1.**
8. **City Council will be asked to consider the introduction of an Ordinance to amend section 201 of the South Haven zoning ordinance to define easement and private road.**

9. **City Council will be asked to consider the introduction of an Ordinance to amend section 2001 and 2008 of the South Haven zoning ordinance to allow for institutional signage in residential zones.**
10. **City Council will be asked to consider Resolution 2013-49 a resolution to approve MDOT contract 13-5414.**
11. **City Council will be asked to consider Resolution 2013-50 a resolution to apply for Great Lakes Fishery Trust Fund grant funds for the Black River Park improvement project.**
12. **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.)
13. **City Manager's Comments**
14. **Mayor and Councilperson's Comments**
15. **Adjourn**

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", written in a cursive style.

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, August 5, 2013
7:00 p.m., Council Chambers



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

2. Invocation

- Associate Pastor John Schneider – First Assembly Of God

3. Roll Call

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

Absent: None

4. Approval of Agenda

Moved by Gruber to approve the agenda with the removal of item #6. Seconded by Fitzgibbon.

Voted Yes: All. Motion Carried.

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

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

- A. Council will be requested to approve the City Council Minutes of July 15, 2013.
- B. Bills totaling \$1,804,649.03 for the period ending August 6, 2013 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to authorize the City Manager to enter into a contract with FTC&H to provide professional services for the Water Distribution System Reliability Study.
- D. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) 03-19-2013 SHARA Minutes
 - 2) 05-14-2013 SHARA Minutes
 - 3) 07-16-2013 SHARA Minutes
 - 4) 06-11-2013 South Haven Memorial Library Minutes
 - 5) 07-16-2013 Liberty Hyde Baily Museum Minutes

A Roll Call Vote was taken:

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

Nays: None

BOARD & COMMISSION APPOINTMENTS

- 6. City Council will be asked to consider the appointment of Rebecca Linstrom to fill a 4-year term on the Liberty Hyde Baily Museum Board expiring in 2017.**

REMOVED FROM AGENDA

- 7. City Council will be asked to consider the appointment of Terri Webb to fill a 3-year term on the Planning Commission expiring in 2016.**

Moved by Kozlik Wall, seconded by Fitzgibbon to approve the appointment of Terri Webb to fill a 3-year term on the Planning Commission expiring in 2016.

Voted Yes: All. Motion Carried.

- 8. City Council will be asked to consider the appointment of Mark Wheeler to fill a 3-year term on the Zoning Board of Appeals expiring in 2016.**

Moved by Fitzgibbon, seconded by Gruber to approve the appointment of Mark Wheeler to fill a 3-year term on the Zoning Board of Appeals expiring in 2016.

Voted Yes: All. Motion Carried.

NEW BUSINESS

- 9. City Council will be asked to consider Resolution 2013-45 a resolution to set a public hearing date for consideration of an application for an IFT exemption certificate requested by Elbe & Sohn.**

Background Information: The City Council will be asked to schedule a public hearing regarding an Industrial Facilities Tax Exemption Certificate for Elbe & Sohn, located at 1875 Dewey Lane.

The tax request, which totals \$513,763, is for personal property acquired by the company, and is part of the company's solar panel project. The solar panels are intended to provide electricity to the company's Dewey Lane facility. The applicant notes that the company anticipates retaining twenty seven (27) existing jobs at their facility as a result of the project.

Elbe & Sohn has been located in the City of South Haven since 2001. The company, which is based in Europe, created a presence in the United States in the mid 1980's. The company focuses on the assembly of propeller shafts for various applications. The company also produces double joints for powered steering axles, ball and socket joints, and input and output yokes.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for Elbe & Sohn is \$26,412 over the 12 year life of the agreement. 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.

Moved by Patterson, to approve Resolution 2013-45 to set a public hearing date for consideration of an application for an IFT exemption certificate requested by Elbe & Sohn. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried.

10. City Council will be asked to consider Resolution 2013-46 a resolution affirming the City of South Haven is a welcoming community in support of “Welcoming Week”, September 15-22, 2013.

Background Information: The City Council will be asked to consider a resolution of support for the Welcoming Michigan Organization’s “Welcoming Week.”

The Welcoming Michigan Organization consists of four community organizations affiliated with Welcoming Michigan. Van Buren County is one of the four community organizations participating in the effort. The organization is not a political or policy committee advocating for or against immigration reform or any political viewpoints.

Welcoming Michigan Organization expresses that U.S. born and foreign born immigrants and migrants have been valuable to the country, the State of Michigan, and Van Buren County. The 2013 National “Welcoming Week” is a nationwide event that promotes meaningful connections and a spirit of unity between U.S. and foreign-born Americans by providing opportunities to learn about each other and work together for the greater good.

Prior to “Welcoming Week”, local units of government are being requested to consider resolutions of support, affirming that the community supports Welcoming Week.

Moved by Fitzgibbon to approve Resolution 2013-46 affirming the City of South Haven is a welcoming community in support of “Welcoming Week”, September 15-22, 2013. Seconded by Klavins.

Voted Yes: All. Motion carried.

11. City Council will be asked to consider Resolution 2013-47 a resolution to amend the Utility Policy, regarding hydrant water sales.

Background Information: The City of South Haven Water Utility provides bulk water sales to various customers throughout the year. Bulk water sales are provided to commercial water haulers, for construction sites, and for agricultural uses. Typically, we receive between 10-20 requests per year to provide bulk water sales. Bulk water sales are provided by attachment of a metering assembly to a fire hydrant. The assembly consists of a large size meter, typically 3-inch, a backflow preventer, and various valves, fittings and pipe supports. A typical assembly has a replacement value of \$3000-4000. Bulk water sales are provided at the Department of Public Works Building. In addition, a customer may request a meter be installed at a hydrant near the point of service.

Staff has reviewed bulk water sales policies in various communities throughout Michigan. The fees charged vary widely. Of the ten communities surveyed, 8 of the communities billed water usage at their standard commodity charge. Nine of the communities charge a daily standby rate for bulk water sales. Six of the communities charge a deposit fee for the metering assembly, ranging from \$75 to \$600.

Council adopted the City of South Haven Public Utilities Rules, Regulations and Policies by passing Resolution 07-04 on January 15, 2007. Appendix #1, page A55 includes information regarding Hydrant Water Sales. The fee schedule included in Resolution 07-04 is based on water usage rates established by Council in 2006. In addition, the current policy does not cover the actual cost of installing the remote hydrant meter for customer use.

Staff recommends a formal change to the Bulk Water Sales Policy and rates to provide defined procedures, cover the cost for installation and removal of hydrant meters, and establish a fair rate for the water used by including a standby fee.

Under the proposed policy, customers seeking to purchase water in bulk from the City of South Haven will be subject to the following charges:

- A deposit fee in the amount of \$500.00 for installation of a hydrant meter and backflow preventer assembly at a location remote from the DPW building. The deposit fee will be refunded if the assembly is returned in an undamaged condition. If the assembly is returned in a damaged condition, the deposit will be used to cover the cost of repairs.
- A setup fee in the amount of \$200.00 to adequately cover the cost of City staff time to install and remove the hydrant meter at the location requested.
- Daily standby fees for a 3" meter. The daily standby fees will be calculated by dividing the monthly standby fee by the average number of days in a month (30.42). The monthly standby fee is part of the City's standard rate structure and is subject to adjustment by Council, typically on an annual basis.
- Water usage rate based on the amount metered, with a 2,500 cubic feet minimum. The water usage rate is part of the City's standard rate structure and is subject to adjustment by Council, typically on an annual basis.

Adjusting the policy will enable bulk water sales to be billed at the same rate structure as all permanent water customers.

The Board of Public Utilities reviewed the proposed policy at their June 24, 2013 and July 29, 2013 regular meetings. At the July 29 meeting, they recommended that Council consider a resolution amending the Utility Policy to incorporate the new Bulk Water Sales Policy.

Moved by Fitzgibbon to approve Resolution 2013-47 to amend the Utility Policy, regarding hydrant water sales. Seconded by Klavins.

Voted Yes: All. Motion carried.

12. City Council will be asked to consider approval of a temporary sign request from Liberty Hyde Bailey Museum, for the "Brown Bag Botany and Brunch at the Baileys'."

Background Information: The Liberty Hyde Bailey Museum Memorial Foundation is asking to place two (2) temporary signs on public property to promote summer special events. The signs are proposed for the city hall front lawn (Phoenix Street) and at Dyckman Park. Graphics of the proposed signs are attached to this report. Each location is proposed to have both signs installed.

Moved by Gruber to approve a temporary sign request from Liberty Hyde Bailey Museum, for the "Brown Bag Botany and Brunch at the Baileys'." Seconded by Fitzgibbon.

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

Michael Fidelman – Voiced concern about the delay in the approval of his license agreement.

Mike Henry – Updated City Council on the recent activities of the County Board of Commissioners.

14. City Manager's Comments

15. Mayor and Councilperson's Comments

Klavins – No Comment

Arnold – No Comment

Patterson – Thanks to everyone who helped with Gus Macker event.

Fitzgibbon – Stated for the record that she has never ridden or delivered a jet ski.

Gruber – Asked if there was a way to look at fines or assessments for those people who disregard the beach flag warnings and have to be rescued?

Kozlik Wall – Agrees with Gruber's question and asked about including people on the pier during red flags.

Burr – Asked if we have or should write a letter to our State Representative about standardizing flags.

16. Adjourn

Moved by Fitzgibbon to adjourn. Seconded by Patterson.

Voted Yes: All. Motion carried. Meeting adjourned at 7:29 p.m.

RESPECTFULLY SUBMITTED,



Michelle Coffey
Deputy City Clerk

Approved by City Council: **DRAFT**

**CITY OF SOUTH HAVEN
AUGUST 20, 2013**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 37,434.99	\$ 52,155.64	\$ 89,590.63
202-MAJOR STREET FUND	\$ -	\$ -	\$ -
203-LOCAL STREET FUND	\$ -	\$ 55,072.17	\$ 55,072.17
204-STREET FUND	\$ -	\$ 69.61	\$ 69.61
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ -	\$ 22,043.76	\$ 22,043.76
251-LDFA #1	\$ -	\$ 21,380.00	\$ 21,380.00
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ -	\$ -	\$ -
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ 6,784.34	\$ 6,784.34
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ -	\$ 330.12	\$ 330.12
577-BEACH FUND	\$ 169.00	\$ 35,457.50	\$ 35,626.50
582-ELECTRIC FUND	\$ 1,163,912.37	\$ 9,530.82	\$ 1,173,443.19
591-WATER FUND	\$ 32,531.01	\$ 21,414.69	\$ 53,945.70
592-SEWER FUND	\$ 47,234.65	\$ 22,171.27	\$ 69,405.92
594-MUNICIPAL MARINA	\$ 13,610.23	\$ 4,166.04	\$ 17,776.27
636-INFORMATION SERVICES	\$ 187.65	\$ 14,543.50	\$ 14,731.15
661-MOTOR POOL	\$ 113.73	\$ 4,913.42	\$ 5,027.15
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 487,633.76	\$ -	\$ 487,633.76
718-TRUST & AGENCY	\$ 500.00	\$ 29.50	\$ 529.50
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 1,783,327.39	\$ 270,062.38	\$ 2,053,389.77

User: ksteinman

CHECK NUMBERS 45206 - 45246

DB: South Haven

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
08/02/2013	1	45206	000059	ALLEGAN COUNTY TREASURER	2,567.42
08/02/2013	1	45207	UB REFUND	CITI MORTGAGE	356.55
08/02/2013	1	45208	UB REFUND	CITY OF SOUTH HAVEN	200.00
08/02/2013	1	45209	000519	CONSUMERS ENERGY	155.43
08/02/2013	1	45210	003180	COPS HEALTH TRUST	12,066.78
08/02/2013	1	45211	UB REFUND	CULP, SUZANNE	14.16
08/02/2013	1	45212	003127	ADAM DE BOER	130.78
08/02/2013	1	45213	UB REFUND	DEPARTMENT OF HUMAN SERVICES	140.00
08/02/2013	1	45214	000660	DOMESTIC LINEN-KALAMAZOO	2,469.42
08/02/2013	1	45215	000843	FRONTIER	58.00
08/02/2013	1	45216	UB REFUND	GUZMAN, RAMON	16.67
08/02/2013	1	45217	UB REFUND	KEEN, MARY L	34.49
08/02/2013	1	45218	001329	LAKE MICHIGAN COLLEGE	31,074.05
08/02/2013	1	45219	001331	LAKE MICHIGAN MAILERS	10,000.00
08/02/2013	1	45220	UB REFUND	LAKE MICHIGAN TITLE CO	51.53
08/02/2013	1	45221	UB REFUND	LAKE MICHIGAN TITLE CO	18.00
08/02/2013	1	45222	MISC	LESLIE ROELL	40.00
08/02/2013	1	45223	UB REFUND	MIKE SCHAAP BUILDERS	103.78
08/02/2013	1	45224	UB REFUND	NEIDLINGER, BENJAMIN L	85.17
08/02/2013	1	45225	UB REFUND	PERRINO, CATHERINE A	31.60
08/02/2013	1	45226	002415	SOUTH HAVEN PUBLIC SCHOOLS	274,250.79
08/02/2013	1	45227	002645	TRACTOR SUPPLY CREDIT PLAN	1,093.76
08/02/2013	1	45228	002757	VAN BUREN COUNTY TREASURER	179,741.50
08/02/2013	1	45229	002792	VERIZON WIRELESS	2,314.00
08/06/2013	1	45230	000225	BEACHTOWN CREATIVE INC	1,666.67
08/06/2013	1	45231	000994	HAPA LLC	8,276.90
08/09/2013	1	45233	000468	CITY OF SOUTH HAVEN-PETTY CASH	416.67
08/09/2013	1	45234	000498	COMCAST	119.85
08/09/2013	1	45235	003070	WENDY HOCHSTEDLER	67.80
08/09/2013	1	45236	MISC	JULIA BARNETT	256.94
08/09/2013	1	45237	001373	LAWN BOYS INC	1,165.00
08/09/2013	1	45238	001435	LULL, DEBORAH	67.40
08/09/2013	1	45239	001657	MICHIGAN TOWNSHIP SERVICES	2,055.75
08/09/2013	1	45240	001953	PAVELEK, CYNTHIA M	500.00
08/09/2013	1	45241	002132	RELIABLE DISPOSAL INC #646	557.70
08/09/2013	1	45242	003047	ERIC SMITH	74.47
08/09/2013	1	45243	002424	SOUTH HAVEN/CASCO	77,646.83
08/09/2013	1	45244	002824	ED WAINRIGHT	2,227.50
08/13/2013	1	45245	000339	BROUSSEAU APPRAISAL SERVICES I	3,690.00
08/13/2013	1	45246	000994	HAPA LLC	5,183.33

1 TOTALS:

Total of 40 Checks:

620,986.69

Less 0 Void Checks:

0.00

Total of 40 Disbursements:

620,986.69

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
08/08/2013	1	21(E)	003062	MCAAA	21,916.75
08/14/2013	1	22(E)	000087	AMERICAN ELECTRIC POWER	1,140,423.95
1 TOTALS:					
Total of 2 Checks:					1,162,340.70
Less 0 Void Checks:					0.00
Total of 2 Disbursements:					<u>1,162,340.70</u>

INVOICE DUE DATES 08/20/2013 - 08/20/2013
 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
107214 33513	ABONMARCHE CONSULTANTS INC PUBLIC SAFETY BUILDING RENOVATIONS 401-301-980-000-0145	07/30/2013 ksteinman POLICE/FIRE COMPLEX	08/20/2013	3,937.50 3,937.50	0.00	P	Y 08/07/2013
107215 33549	ABONMARCHE CONSULTANTS INC DUMPSTER ENCLOSER 250-729-974-018	07/30/2013 ksteinman CAPITAL PROJECTS	08/20/2013	360.00 360.00	0.00	P	Y 08/07/2013
107254 33655	ABONMARCHE CONSULTANTS INC SEWER SYSTEM EVALUATION 592-558-801-008	08/08/2013 ksteinman SANITARY SEWER EVALUATION SURV	08/20/2013	8,689.83 8,689.83	0.00	P	Y 08/14/2013
107255 33677	ABONMARCHE CONSULTANTS INC VAN BUREN TRAIL 250-729-974-018-0127	08/08/2013 ksteinman CAPITAL PROJECTS	08/20/2013	7,209.38 7,209.38	0.00	P	Y 08/14/2013
SLS 10007741 33657	ALEXANDER CHEMICAL CORP CHEMICALS 591-559-741-000	07/26/2013 ksteinman OPERATING SUPPLIES	08/20/2013	4,251.00 4,251.00	0.00	P	Y 08/14/2013
06/11/13 33638	AMERICAN PUBLIC WORKS ASSOC RENEWAL 9/1/13- 8/31/14 101-447-958-000	06/11/2013 ksteinman SUBSCRIPTIONS/MEMBERSHIPS	08/20/2013	284.00 284.00	0.00	P	Y 08/12/2013
233-769316 32557	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 592-559-933-000	06/17/2013 ksteinman REPAIRS/MAINTENANCE - EQUIP	08/20/2013	7.99 7.99	0.00	P	Y 06/24/2013
233-768130 32558	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 582-558-741-000	06/06/2013 ksteinman OPERATING SUPPLIES	08/20/2013	34.58 34.58	0.00	P	Y 06/24/2013
233-768943 32562	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 101-276-741-000	06/12/2013 ksteinman OPERATING SUPPLIES	08/20/2013	11.89 11.89	0.00	P	Y 06/24/2013

INVOICE DUE DATES 08/20/2013 - 08/20/2013
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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
233-774037 33522	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-748-000	07/24/2013 ksteinman	08/20/2013	33.43	0.00	P	Y 08/07/2013
	MOTOR FUEL & LUBRICANTS			33.43			
233-773884 33523	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	07/23/2013 ksteinman	08/20/2013	300.00	0.00	P	Y 08/07/2013
	REPAIR & MAINT SUPPLIES			300.00			
233-773042 33524	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	07/17/2013 ksteinman	08/20/2013	5.59	0.00	P	Y 08/07/2013
	REPAIR & MAINT SUPPLIES			5.59			
233-773976 33525	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	07/24/2013 ksteinman	08/20/2013	137.44	0.00	P	Y 08/07/2013
	REPAIR & MAINT SUPPLIES			137.44			
233-774754 33547	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-748-000	07/30/2013 ksteinman	08/20/2013	14.36	0.00	P	Y 08/07/2013
	MOTOR FUEL & LUBRICANTS			14.36			
233-774866 33548	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-000	07/31/2013 ksteinman	08/20/2013	53.76	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			53.76			
233-774997 33621	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	08/01/2013 ksteinman	08/20/2013	45.67	0.00	P	Y 08/12/2013
	REPAIR & MAINT SUPPLIES			45.67			
233-775948 33622	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	08/08/2013 ksteinman	08/20/2013	7.69	0.00	P	Y 08/12/2013
	REPAIR & MAINT SUPPLIES			7.69			
233-775814 33623	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-000	08/07/2013 ksteinman	08/20/2013	46.35	0.00	P	Y 08/12/2013
	OPERATING SUPPLIES			46.35			

INVOICE DUE DATES 08/20/2013 - 08/20/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
233-776077 33629	AUTOWARES INC REPAIR/MAINTENANCE SUPPLIES 661-450-741-003	08/09/2013 ksteinman REPAIR & MAINT SUPPLIES	08/20/2013	42.89 42.89	0.00	P	Y 08/12/2013
860795 33660	B & R MOBILE HOMES INC MOBILE HOME LEASE 401-301-980-000	07/24/2013 ksteinman POLICE/FIRE COMPLEX	08/20/2013	1,793.94 1,793.94	0.00	P	Y 08/14/2013
BL26924-2 33664	BARBER & SONS INC FREIGHT 661-450-741-003	06/24/2013 ksteinman REPAIR & MAINT SUPPLIES	08/20/2013	20.60 20.60	0.00	P	Y 06/30/2013
0199131-IN 33659	BEAVER RESEARCH COMPANY SUPPLIES 582-558-741-000 591-558-741-000 592-558-741-000 101-446-741-000	08/06/2013 ksteinman OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	08/20/2013	648.94 162.24 162.24 162.23 162.23	0.00	P	Y 08/14/2013
AUGUST 33647	BLOOMINGDALE COMMUNICATIONS MONTHLY SERVICE CHARGE ACCT 002058 636-258-850-002	08/05/2013 ksteinman INTERNET FEES	08/20/2013	2,399.97 2,399.97	0.00	P	Y 08/14/2013
4917 33537	BRUSH ENTERPRISES REPAIRS 661-450-935-000	06/18/2013 ksteinman REPAIRS/MAINTENANCE - VEHICLES	08/20/2013	160.65 160.65	0.00	P	Y 06/18/2013
0000N162.000 33642	C.C. JOHNSON & MALHOTRA PC PROFESSIONAL SERVICES 6/30/13 TO 7 592-560-801-000	08/07/2013 ksteinman PROFESSIONAL/CONSULTING FEES	08/20/2013	3,964.25 3,964.25	0.00	P	Y 08/12/2013
01-110958 33521	CARLETON EQUIPMENT COMPANY PARTS/SUPPLIES 661-450-741-003	06/20/2013 ksteinman REPAIR & MAINT SUPPLIES	08/20/2013	185.81 185.81	0.00	P	Y 06/30/2013

INVOICE DUE DATES 08/20/2013 - 08/20/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
279846 33504	CHIEF SUPPLY CORP DUFFLE BAG/HEAVY DUTY FLARE 101-301-729-000 UNIFORMS	07/23/2013 ksteinman	08/20/2013	486.79 486.79	0.00	P	Y 08/06/2013
280978 33505	CHIEF SUPPLY CORP SPPEE FREEK 101-301-729-000 UNIFORMS	07/24/2013 ksteinman	08/20/2013	185.48 185.48	0.00	P	Y 08/06/2013
281568 33569	CHIEF SUPPLY CORP CLOTHING 101-301-729-000 UNIFORMS	07/25/2013 ksteinman	08/20/2013	176.55 176.55	0.00	P	Y 08/07/2013
281968 33570	CHIEF SUPPLY CORP CLOTHING 101-301-741-000 OPERATING SUPPLIES	07/26/2013 ksteinman	08/20/2013	356.29 356.29	0.00	P	Y 08/07/2013
285774 33650	CHIEF SUPPLY CORP BETA WATER PROOF 101-301-741-000 OPERATING SUPPLIES	07/31/2013 ksteinman	08/20/2013	259.45 259.45	0.00	P	Y 08/14/2013
284624 33651	CHIEF SUPPLY CORP SERIES SPEAK 101-301-741-000 OPERATING SUPPLIES	07/31/2013 ksteinman	08/20/2013	0.09 0.09	0.00	P	Y 08/14/2013
288015 33652	CHIEF SUPPLY CORP TUBULAR WEB 101-301-729-000 UNIFORMS	08/07/2013 ksteinman	08/20/2013	60.48 60.48	0.00	P	Y 08/14/2013
287389 33653	CHIEF SUPPLY CORP MOUNTING BRACKET 101-301-741-000 OPERATING SUPPLIES	08/06/2013 ksteinman	08/20/2013	29.69 29.69	0.00	P	Y 08/14/2013
022943 33511	CITY PLUMBING & HEATING CO SERVICE PREVENTATIVE MAINTENANCE 101-265-802-000 OTHER CONTRACTUAL SERVICES	07/18/2013 ksteinman	08/20/2013	610.66 610.66	0.00	P	Y 08/06/2013

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	Jrnlized Post Date
081302							
33473	COMPTON INC DIRECTIONAL BORE 1" COPPER LINE 591-565-802-000	08/01/2013 ksteinman	08/20/2013	1,915.00	0.00	P	Y 08/06/2013
		OTHER CONTRACTUAL SERVICES		1,915.00			
071328							
33474	COMPTON INC STORM SEWER REPAIR INDIANA & VAN B 101-446-802-000	07/29/2013 ksteinman	08/20/2013	4,431.00	0.00	P	Y 08/06/2013
		OTHER CONTRACTUAL SERVICES		4,431.00			
071318							
33475	COMPTON INC SIDEWALK REMOVAL/REPLACE/ROOT REMO 101-446-802-000	07/22/2013 ksteinman	08/20/2013	10,257.79	0.00	P	Y 08/06/2013
		OTHER CONTRACTUAL SERVICES		10,257.79			
081307							
33516	COMPTON INC INSTALL CONDUIT AT WATER FILTR PLA 636-258-802-000	08/02/2013 ksteinman	08/20/2013	2,768.00	0.00	P	Y 08/07/2013
		OTHER CONTRACTUAL SERVICES		2,768.00			
081301							
33592	COMPTON INC INSTALL 2" WATERLINE AT WINDCLIFF 591-563-802-000	08/01/2013 ksteinman	08/20/2013	2,450.00	0.00	P	Y 08/12/2013
		OTHER CONTRACTUAL SERVICES		2,450.00			
JULY 2013							
33606	CONSTRUCTION ASSOCIATES INC BUILDING INSPECTIONS 101-371-802-020	08/07/2013 ksteinman	08/20/2013	11,731.99	0.00	P	Y 08/12/2013
		BUILDING INSPECTIONS		11,731.99			
100041							
33510	CONSUMERS CONCRETE CORP BLUE SPEEDCRETE 101-446-741-000	07/22/2013 ksteinman	08/20/2013	253.12	0.00	P	Y 08/06/2013
		OPERATING SUPPLIES		253.12			
201220-EXTRAS							
33515	CORNELISSE DESIGN ASSOC INC #3 10 SCALE GRAPHIC DISPLAY 250-729-727-001	07/25/2013 ksteinman	08/20/2013	1,158.10	0.00	P	Y 08/07/2013
		MARKETING/PROMOTIONAL		1,158.10			
XJ6731FD5							
33512	DELL MARKETING L P SUPPLIES 636-258-980-001	07/17/2013 ksteinman	08/20/2013	67.49	0.00	P	Y 08/06/2013
		COMPUTER HARDWARE		67.49			

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
A66066							
33627	JACK DOHENY SUPPLIES INC SUPPLIES 661-450-741-003	07/30/2013 ksteinman	08/20/2013	367.74	0.00	P	Y 08/12/2013
		REPAIR & MAINT SUPPLIES		367.74			
3622875							
33478	EJ USA INC CURB BOX 591-558-741-000	07/24/2013 ksteinman	08/20/2013	1,261.30	0.00	P	Y 08/06/2013
		OPERATING SUPPLIES		1,261.30			
116923							
33639	ELECSYS INTERNATIONAL CORP MONTHLY MAINTENANCE CHARGE 582-558-802-000 591-558-802-000 592-558-802-000	07/28/2013 ksteinman	08/20/2013	267.00	0.00	P	Y 08/12/2013
		OTHER CONTRACTUAL SERVICES		186.90			
		OTHER CONTRACTUAL SERVICES		40.05			
		OTHER CONTRACTUAL SERVICES		40.05			
566740							
33518	ELWOOD STAFFING STAFFING SERVICES 101-751-802-000	08/01/2013 ksteinman	08/20/2013	1,776.00	0.00	P	Y 08/07/2013
		OTHER CONTRACTUAL SERVICES		1,776.00			
567904							
33662	ELWOOD STAFFING STAFFING 101-751-802-000	08/06/2013 ksteinman	08/20/2013	2,249.60	0.00	P	Y 08/14/2013
		OTHER CONTRACTUAL SERVICES		2,249.60			
MISOU6861							
33563	FASTENAL COMPANY COPPER SLEEVE 577-751-741-000	07/26/2013 ksteinman	08/20/2013	88.44	0.00	P	Y 08/07/2013
		OPERATING SUPPLIES		88.44			
1							
33641	FIRST ROW INC ACQUISITION ASSISTANCE PHOENIX ST 250-729-974-018-0150 250-729-974-018-0150	08/12/2013 ksteinman	08/20/2013	2,640.00	0.00	P	Y 06/30/2013
		PERM EASEMENT		1,500.00			
		TEMP GRADING PERMITS		1,140.00			
AUGUST							
33648	FRONTIER TELEPHONE 269-637-3251-010165-5 101-265-850-000 101-001-070-000	08/07/2013 ksteinman	08/20/2013	127.55	0.00	P	Y 08/14/2013
		TELEPHONE		29.95			
		DUE FROM SHAES		97.60			

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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
1321201							
33608	FUEL MANAGEMENT SYSTEM FUEL	07/31/2013 ksteinman	08/20/2013	9,103.16	0.00	P	Y 08/12/2013
	101-301-748-000	MOTOR FUEL		3,089.87			
	101-728-748-000	MOTOR FUEL		83.12			
	101-371-748-000	MOTOR FUEL		71.63			
	582-558-748-000	MOTOR FUEL		1,127.43			
	101-751-748-000	MOTOR FUEL		758.55			
	582-558-748-000	MOTOR FUEL		145.18			
	591-558-748-000	MOTOR FUEL		34.16			
	592-558-748-000	MOTOR FUEL		34.16			
	101-446-748-000	MOTOR FUEL		971.08			
	591-559-748-000	MOTOR FUEL		101.01			
	591-558-748-000	MOTOR FUEL		472.93			
	592-558-748-000	MOTOR FUEL		472.92			
	577-751-748-000	MOTOR FUEL		183.69			
	592-559-748-000	MOTOR FUEL		425.00			
	204-447-748-000	MOTOR FUEL		69.61			
	591-558-748-000	MOTOR FUEL		23.21			
	592-558-748-000	MOTOR FUEL		23.21			
	661-450-748-000	MOTOR FUEL & LUBRICANTS		788.81			
	545-776-748-000	MOTOR FUEL		106.12			
	582-558-748-000	MOTOR FUEL		121.47			
IN85107							
33586	LOUIS GELDER & SONS CO PARTS	08/05/2013 ksteinman	08/20/2013	77.14	0.00	P	Y 08/12/2013
	101-276-933-000	REPAIRS/MAINTENANCE - EQUIP		77.14			
PP #8							
33656	GRANT DALY PAINTING GRANT AGREEMENT MSC 210045	08/12/2013 ksteinman	08/20/2013	8,492.50	0.00	P	Y 08/14/2013
	250-729-880-000	509 PHOENIX 75%- & 725 DEPOSIT		4,525.00			
	250-729-880-000	517 PHOENIX (75%)		3,967.50			
08/04/13							
33605	GREAT LAKES SURF RESCUE PROJ WATER SAFETY CLASS	08/12/2013 ksteinman	08/20/2013	598.00	0.00	P	Y 08/12/2013
	101-301-860-000	TRAVEL/CONFERENCES/TRAINING		598.00			

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8397582 33550	HACH COMPANY SUPPLIES 591-559-741-000	07/19/2013 ksteinman OPERATING SUPPLIES	08/20/2013	709.78 709.78	0.00	P	Y 08/07/2013
8399010 33619	HACH COMPANY LAB SUPPLIES 592-559-741-000	07/22/2013 ksteinman OPERATING SUPPLIES	08/20/2013	205.03 205.03	0.00	P	Y 08/12/2013
8422622 33675	HACH COMPANY LAB SUPPLIES 592-559-741-000	08/06/2013 ksteinman OPERATING SUPPLIES	08/20/2013	70.06 70.06	0.00	P	Y 08/14/2013
31715 33634	HARBOR TOWING, INC FORD F-150 661-450-802-000	08/07/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	69.50 69.50	0.00	P	Y 08/12/2013
08/04/13 33676	HERALD PALLADIUM ADVERTISING 101-101-900-000	08/04/2013 ksteinman PRINTING/PUBLISHING	08/20/2013	2,130.00 2,130.00	0.00	P	Y 08/14/2013
S-0088698 33568	HULL LIFT TRUCK INC PARTS 661-450-748-000	07/29/2013 ksteinman MOTOR FUEL & LUBRICANTS	08/20/2013	29.98 29.98	0.00	P	Y 08/07/2013
WO-269663 33631	HULL LIFT TRUCK INC PARTS 661-450-935-000	08/12/2007 ksteinman REPAIRS/MAINTENANCE - VEHICLES	08/20/2013	693.84 693.84	0.00	P	Y 08/12/2013
0029771-IN 33492	HYDRO DESIGNS INC CROSS CONNECTION CONTROL PROGRAM 591-559-802-000	07/31/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	995.00 995.00	0.00	P	Y 08/06/2013
0001386-IN 33597	ICOP SPEAKER REVERSAL CABLE 101-301-741-000	09/23/2011 ksteinman OPERATING SUPPLIES	08/20/2013	47.86 47.86	0.00	P	Y 08/12/2013

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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
0003692-IN 33598	ICOP MIC BATTERY PACK 101-301-741-000	08/10/2012 ksteinman	08/20/2013	101.71	0.00	P	Y 06/30/2013
		OPERATING SUPPLIES		101.71			
162847A 33553	INTELLIGENT PRODUCTS INC MUTT MIT 101-751-741-000 594-776-741-000	07/30/2013 ksteinman	08/20/2013	310.96	0.00	P	Y 08/07/2013
		OPERATING SUPPLIES		155.48			
		OPERATING SUPPLIES		155.48			
30086786 33493	INTERSTATE BATTERY SYSTEMS SUPPLIES 582-558-741-000	05/08/2013 ksteinman	08/20/2013	21.18	0.00	P	Y 06/30/2013
		OPERATING SUPPLIES		21.18			
10036791 33494	INTERSTATE BATTERY SYSTEMS REBUILD 582-558-741-000	05/01/2013 ksteinman	08/20/2013	33.00	0.00	P	Y 06/30/2013
		OPERATING SUPPLIES		33.00			
16447 33538	J & L ORCHARD SUPPLY LLC SUPPLIES 591-558-741-000	07/02/2013 ksteinman	08/20/2013	240.76	0.00	P	Y 08/07/2013
		OPERATING SUPPLIES		240.76			
28777 33472	JENSEN'S EXCAVATING INC WATER/SEWER SERVICE LINE 591-558-802-000 592-558-802-000	07/02/2013 ksteinman	08/20/2013	6,398.00	0.00	P	Y 08/06/2013
		OTHER CONTRACTUAL SERVICES		2,710.00			
		OTHER CONTRACTUAL SERVICES		3,688.00			
28943 33596	JENSEN'S EXCAVATING INC EXCAVATION WORK/SEWER SERVICE 592-559-802-000	08/02/2013 ksteinman	08/20/2013	1,343.00	0.00	P	Y 08/12/2013
		OTHER CONTRACTUAL SERVICES		1,343.00			
28837 33672	JENSEN'S EXCAVATING INC INSTALL NEW ADA RAMP 594-776-802-000	07/15/2013 ksteinman	08/20/2013	3,930.00	0.00	P	Y 08/14/2013
		OTHER CONTRACTUAL SERVICES		3,930.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
08/01/13 33609	JIM & TONI'S DRYCLEANERS LAUNDRY SERVICE 101-301-801-021	08/01/2013 ksteinman LAUNDRY & DRYCLEANING	08/20/2013	412.25 412.25	0.00	P	Y 08/12/2013
142973 33503	JOHN E REID AND ASSOCIATES INC 4-DAY INTERVIEW AND INTERROGATION 101-301-860-000	07/29/2013 ksteinman TRAVEL/CONFERENCES/TRAINING	08/20/2013	550.00 550.00	0.00	P	Y 08/06/2013
001-34833 33559	JOHNNY'S LAKESHORE JEWELRY DRILL HOLES IN CORNERS FOR PARK BE 718-002-277-009	07/26/2013 ksteinman DEPOSIT-PARK BENCHES	08/20/2013	29.50 29.50	0.00	P	Y 08/07/2013
10036765 33613	JOHN'S STEREO INC CANON BLACK INK 592-559-727-000	08/05/2013 ksteinman OFFICE SUPPLIES	08/20/2013	33.98 33.98	0.00	P	Y 08/12/2013
10036141 33666	JOHN'S STEREO INC 591-559-741-000	06/25/2013 ksteinman OPERATING SUPPLIES	08/20/2013	3.19 3.19	0.00	P	Y 06/30/2013
PSI0075803 33544	KAL-BLUE TONER 591-558-727-000 592-558-727-000 101-446-727-000 101-447-727-000	08/05/2013 ksteinman OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	08/20/2013	248.19 62.04 62.05 62.05 62.05	0.00	P	Y 08/07/2013
0701810A 33649	KIESLER'S POLICE SUPPLY INC SUPPLIES 101-301-741-001	08/07/2013 ksteinman JAIL OPERATION	08/20/2013	370.88 370.88	0.00	P	Y 08/14/2013
113474 33599	LAKESHORE PAINT & ARTWORKS 577-751-741-000	07/16/2013 ksteinman OPERATING SUPPLIES	08/20/2013	45.00 45.00	0.00	P	Y 08/12/2013

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113400 33600	LAKESHORE PAINT & ARTWORKS 101-265-741-000	07/12/2013 ksteinman OPERATING SUPPLIES	08/20/2013	26.90 26.90	0.00	P	Y 08/12/2013
113780 33601	LAKESHORE PAINT & ARTWORKS 101-446-741-000	07/30/2013 ksteinman OPERATING SUPPLIES	08/20/2013	17.38 17.38	0.00	P	Y 08/12/2013
113346 33602	LAKESHORE PAINT & ARTWORKS 101-446-741-000	07/10/2013 ksteinman OPERATING SUPPLIES	08/20/2013	42.45 42.45	0.00	P	Y 08/12/2013
PP #1 33673	LINEAR ELECTRIC BOHN TEMPORARY LIGHTING 251-901-802-000	08/05/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	21,380.00 21,380.00	0.00	P	Y 08/14/2013
07/21/13 33630	LITTLE OSCAR'S SCREEN PRINTS POCKET TEE'S 591-559-729-001	07/21/2013 ksteinman OTHER CLOTHING & SUPPLIES	08/20/2013	240.00 240.00	0.00	P	Y 08/12/2013
22449 33495	MENARDS MAINTENANCE SUPPLIES 592-559-741-000	07/31/2013 ksteinman OPERATING SUPPLIES	08/20/2013	45.25 45.25	0.00	P	Y 08/06/2013
T13-0161 33508	MICHIGAN RURAL WATER ASSOC BASIC ELECTRICAL TRAINING 591-559-860-000	07/24/2013 ksteinman TRAVEL/CONFERENCES/TRAINING	08/20/2013	300.00 300.00	0.00	P	Y 08/06/2013
1 33607	MICHIGAN SECTION AWWA DUSTIN WILSON SEPT 23-25 591-558-860-000	08/12/2013 ksteinman TRAVEL/CONFERENCES/TRAINING	08/20/2013	380.00 380.00	0.00	P	Y 08/12/2013
JULY 33665	MICHIGAN TOWNSHIP SERVICES ELECTRICAL INSPECTIONS 101-371-802-021	08/05/2013 ksteinman ELECTRICAL INSPECTIONS	08/20/2013	995.25 995.25	0.00	P	Y 08/14/2013

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S2819861.001 33476	MID-CITY SUPPLY CO INC SOFT COPPER 591-558-741-000	07/29/2013 ksteinman OPERATING SUPPLIES	08/20/2013	3,250.10 3,250.10	0.00	P	Y 08/06/2013
05-9879 33640	MIDWEST CIVIL ENGINEERS INC DRAFTING AND TOPOGRAPHICAL SURVEY 250-729-974-018-0149	08/01/2013 ksteinman CAPITAL PROJECTS	08/20/2013	1,660.00 1,660.00	0.00	P	Y 08/12/2013
107957 33646	MITCHELL& MORSE LAND SURVEYING ALTA SURVEY 250-729-802-000	08/09/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	500.00 500.00	0.00	P	Y 08/14/2013
71081 33632	MUZZALL GRAPHICS EMPLOYEE ABSENCE REPORT 101-227-727-000 582-561-727-000 591-561-727-000 592-561-727-000	08/06/2013 ksteinman OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	08/20/2013	157.00 117.75 27.47 5.89 5.89	0.00	P	Y 08/12/2013
84423 33564	NORTH SHORE PEST CONTROL INC PEST CONTROL 577-751-802-000	07/22/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	50.00 50.00	0.00	P	Y 08/07/2013
84350 33585	NORTH SHORE PEST CONTROL INC PEST CONTROL 101-751-802-000	07/11/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	50.00 50.00	0.00	P	Y 08/12/2013
9525 33509	NORTHERN FIRST AID SUPPLIES 101-265-802-000	07/24/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	98.26 98.26	0.00	P	Y 08/06/2013
015732 33502	OFFICE MAX INC SUPPLIES 101-301-727-000	07/25/2013 ksteinman OFFICE SUPPLIES	08/20/2013	134.08 134.08	0.00	P	Y 08/06/2013

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11374945087 33507	OKUN BROTHERS SHOES BOOTS 591-559-729-001	07/27/2013 ksteinman	08/20/2013	100.07	0.00	P	Y 08/06/2013
	OTHER CLOTHING & SUPPLIES			100.07			
S66484 33536	OVERISEL KITCHEN & HOME CENTER ORANGE SAFETY FENCE 101-446-741-000	07/17/2013 ksteinman	08/20/2013	34.95	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			34.95			
PSI-1556856 33477	PAC-VAN MODULAR BUILDING 401-301-980-000	07/29/2013 ksteinman	08/20/2013	1,052.90	0.00	P	Y 08/06/2013
	POLICE/FIRE COMPLEX			1,052.90			
1 33604	PAT'S PRONTO PRINT DRINKING WATER QUALITY REPORT 591-559-900-000	07/31/2013 ksteinman	08/20/2013	257.14	0.00	P	Y 08/12/2013
	PRINTING/PUBLISHING			257.14			
08/09/13 33633	PAT'S PRONTO PRINT BUSINESS CARDS 101-301-727-000	08/09/2013 ksteinman	08/20/2013	232.00	0.00	P	Y 08/12/2013
	OFFICE SUPPLIES			232.00			
5751184 33480	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	638.87	0.00	P	Y 08/06/2013
	REPAIRS/MAINTENANCE - EQUIPM			638.87			
5751187 33481	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	401.38	0.00	P	Y 08/06/2013
	REPAIRS/MAINTENANCE - EQUIPM			401.38			
5751188 33482	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	433.67	0.00	P	Y 08/06/2013
	REPAIRS/MAINTENANCE - EQUIPM			433.67			
5751310 33483	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	78.02	0.00	P	Y 08/06/2013
	REPAIRS/MAINTENANCE - EQUIPM			78.02			

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5751309 33484	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	13.25	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		13.25			
5751308 33485	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	126.00	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		126.00			
5751307 33486	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	89.42	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		89.42			
5751306 33487	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	100.50	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		100.50			
5751305 33488	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	209.01	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		209.01			
5751189 33489	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	203.00	0.00	P	Y 08/06/2013
		REPAIRS/MAINTENANCE - EQUIPM		203.00			
5751312 33490	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	07/30/2013 ksteinman	08/20/2013	65.00	0.00	P	Y 08/06/2013
		OTHER CLOTHING & SUPPLIES		65.00			
5751311 33491	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-741-000	07/30/2013 ksteinman	08/20/2013	89.42	0.00	P	Y 08/06/2013
		OPERATING SUPPLIES		89.42			
5751185 33519	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	3,300.41	0.00	P	Y 08/07/2013
		REPAIRS/MAINTENANCE - EQUIPM		3,300.41			

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5751186 33520	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/30/2013 ksteinman	08/20/2013	323.83	0.00	P	Y 08/07/2013
		REPAIRS/MAINTENANCE - EQUIPM		323.83			
5750958 33541	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	07/29/2013 ksteinman	08/20/2013	288.98	0.00	P	Y 08/07/2013
		ELECTRICAL SYSTEM CONSTR		288.98			
5753308 33587	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	08/06/2013 ksteinman	08/20/2013	171.58	0.00	P	Y 08/12/2013
		OTHER CLOTHING & SUPPLIES		171.58			
5753241 33588	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	08/06/2013 ksteinman	08/20/2013	467.72	0.00	P	Y 08/12/2013
		REPAIRS/MAINTENANCE - EQUIPM		467.72			
5753756 33589	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	08/07/2013 ksteinman	08/20/2013	288.98	0.00	P	Y 08/12/2013
		ELECTRICAL SYSTEM CONSTR		288.98			
5753587 33590	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	08/07/2013 ksteinman	08/20/2013	36.68	0.00	P	Y 08/12/2013
		REPAIRS/MAINTENANCE - EQUIPM		36.68			
106099 33595	RESCUE SOURCE CLOTHING 101-301-741-000	07/24/2013 ksteinman	08/20/2013	1,203.20	0.00	P	Y 08/12/2013
		OPERATING SUPPLIES		1,203.20			
490-010495 33558	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	08/01/2013 ksteinman	08/20/2013	6.64	0.00	P	Y 08/07/2013
		REPAIR & MAINT SUPPLIES		6.64			
490-010293 33565	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	07/24/2013 ksteinman	08/20/2013	36.25	0.00	P	Y 08/07/2013
		REPAIR & MAINT SUPPLIES		36.25			

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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
490-010374 33566	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	07/26/2013 ksteinman	08/20/2013	(67.50)	0.00	P	Y 08/07/2013
	REPAIR & MAINT SUPPLIES			(67.50)			
490-010351 33567	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	07/26/2013 ksteinman	08/20/2013	289.62	0.00	P	Y 08/07/2013
	REPAIR & MAINT SUPPLIES			289.62			
110633 33668	RIDGE AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	07/02/2013 ksteinman	08/20/2013	8.36	0.00	P	Y 08/14/2013
	REPAIR & MAINT SUPPLIES			8.36			
45641 33591	RIVER CITY REPRODUCTIONS ADDM 2 PLANS 250-729-974-018	07/31/2013 ksteinman	08/20/2013	23.78	0.00	P	Y 08/12/2013
	CAPITAL PROJECTS			23.78			
35255 33654	ROCK 'N' ROAD CYCLE BIKE ADJUSTMENTS 101-301-933-000	06/20/2013 ksteinman	08/20/2013	146.47	0.00	P	Y 06/30/2013
	REPAIRS/MAINTENANCE - EQUIP			146.47			
61 33543	ROLAND ELECTRIC LLC REPLACED BAD PHOTOCELLS 594-776-932-000	08/02/2013 ksteinman	08/20/2013	80.56	0.00	P	Y 08/07/2013
	REPAIRS/MAINTENANCE - OTHER			80.56			
29741 33625	ROME'S STANDARD SERVICE INC PARTS 661-450-935-000	07/11/2013 ksteinman	08/20/2013	429.19	0.00	P	Y 08/12/2013
	REPAIRS/MAINTENANCE - VEHICLES			429.19			
30090 33626	ROME'S STANDARD SERVICE INC [ARTS 661-450-935-000	07/26/2013 ksteinman	08/20/2013	243.15	0.00	P	Y 08/12/2013
	REPAIRS/MAINTENANCE - VEHICLES			243.15			
08/08/13 33635	SCHINDLER ELEVATOR CORP ANNUAL ELEVATOR INSPECTIONS 591-559-802-000	08/10/3519 ksteinman	08/20/2013	740.04	0.00	P	Y 08/12/2013
	OTHER CONTRACTUAL SERVICES			740.04			

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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
INV052981							
33593	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-850-002	07/31/2013 ksteinman	08/20/2013	1,339.00	0.00	P	Y 08/12/2013
	INTERNET FEES			1,339.00			
INV053135							
33594	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-802-000	07/29/2013 ksteinman	08/20/2013	6,585.94	0.00	P	Y 08/12/2013
	OTHER CONTRACTUAL SERVICES			6,585.94			
83953							
33527	SECURALARM SYSTEMS INC MO SHIPPING/PROXIMITY TAG 636-258-727-000	07/15/2013 ksteinman	08/20/2013	80.00	0.00	P	Y 08/07/2013
	OFFICE SUPPLIES			80.00			
83967							
33528	SECURALARM SYSTEMS INC SERVICE LABOR/SUBCONTACTOR 636-258-933-000	07/16/2013 ksteinman	08/20/2013	463.10	0.00	P	Y 08/07/2013
	REPAIRS/MAINTENANCE - EQUIP			463.10			
84055							
33542	SECURALARM SYSTEMS INC ACCESS ADD AND VIDEO OPTION 636-258-802-000	07/29/2013 ksteinman	08/20/2013	840.00	0.00	P	Y 08/07/2013
	OTHER CONTRACTUAL SERVICES			840.00			
PNCS41095							
33636	SEELYE WRIGHT SERVICE TIRE MONITOR SYSTEM 661-450-935-000	08/07/2013 ksteinman	08/20/2013	180.04	0.00	P	Y 08/12/2013
	REPAIRS/MAINTENANCE - VEHICLES			180.04			
849958							
33663	SHARE CORP U-LINE TRASH LINERS 101-751-741-000 577-751-741-000	08/06/2013 ksteinman	08/20/2013	4,520.87	0.00	P	Y 08/14/2013
	OPERATING SUPPLIES			2,260.43			
	OPERATING SUPPLIES			2,260.44			
7898							
33517	SMITH'S CONCRETE CUTTING INDIANA AND MONROE 591-558-802-000 592-558-802-000 101-446-802-000	07/28/2013 ksteinman	08/20/2013	1,063.89	0.00	P	Y 08/07/2013
	OTHER CONTRACTUAL SERVICES			354.63			
	OTHER CONTRACTUAL SERVICES			354.63			
	OTHER CONTRACTUAL SERVICES			354.63			

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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
1 33661	SOUTH HAVEN COMMUNITY HOSPITAL TASHA KURTZ DOS 6/15/13 101-301-802-000	06/15/2013 ksteinman	08/20/2013	240.00	0.00	P	Y 06/30/2013
	OTHER CONTRACTUAL SERVICES			240.00			
1 33560	SOUTH HAVEN SMALL ENGINES PARTS 101-751-741-000	07/29/2013 ksteinman	08/20/2013	312.74	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			312.74			
21996 33561	SOUTH HAVEN SMALL ENGINES PARTS 101-751-741-000	07/29/2013 ksteinman	08/20/2013	27.49	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			27.49			
21881 33562	SOUTH HAVEN SMALL ENGINES COMPRESSION 101-276-933-000	08/07/2013 ksteinman	08/20/2013	45.00	0.00	P	Y 08/07/2013
	REPAIRS/MAINTENANCE - EQUIP			45.00			
13143 33533	LINDA SPEARS ALTERATIONS 101-301-729-000	08/01/2013 ksteinman	08/20/2013	24.00	0.00	P	Y 08/07/2013
	UNIFORMS			24.00			
7103787892-000001 33540	STAPLES ADVANTAGE SUPPLIES 591-558-741-000 592-558-741-000 101-446-741-000 101-447-741-000 582-558-741-000 591-558-727-000 592-558-727-000 582-558-727-000 582-558-727-000 101-447-727-000	08/02/2013 ksteinman	08/20/2013	257.32	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			14.69			
	OPERATING SUPPLIES			14.69			
	OPERATING SUPPLIES			14.69			
	OPERATING SUPPLIES			14.69			
	OPERATING SUPPLIES			14.68			
	OFFICE SUPPLIES			36.78			
	OFFICE SUPPLIES			36.78			
	OFFICE SUPPLIES			36.78			
	OFFICE SUPPLIES			36.77			
	OFFICE SUPPLIES			36.77			
3204979845 33545	STAPLES ADVANTAGE SUPPLIES 101-446-741-000	07/20/2013 ksteinman	08/20/2013	42.39	0.00	P	Y 08/07/2013
	OPERATING SUPPLIES			8.48			

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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						
	101-447-741-000	OPERATING SUPPLIES		8.48			
	591-558-741-000	OPERATING SUPPLIES		8.48			
	592-558-741-000	OPERATING SUPPLIES		8.47			
	582-558-741-000	OPERATING SUPPLIES		8.48			
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7103191014-00001							
33546	STAPLES ADVANTAGE SUPPLIES	07/22/2013 ksteinman	08/20/2013	202.99	0.00	P	Y 08/07/2013
	101-446-727-000	OFFICE SUPPLIES		39.91			
	101-447-727-000	OFFICE SUPPLIES		39.91			
	591-558-727-000	OFFICE SUPPLIES		39.90			
	592-558-727-000	OFFICE SUPPLIES		39.90			
	582-558-727-000	OFFICE SUPPLIES		39.90			
	591-558-741-000	OPERATING SUPPLIES		1.15			
	582-558-741-000	OPERATING SUPPLIES		1.16			
	101-446-741-000	OPERATING SUPPLIES		1.16			
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7102249745-000003							
33551	STAPLES ADVANTAGE SUPPLIES	07/24/2013 ksteinman	08/20/2013	15.98	0.00	P	Y 08/07/2013
	582-558-727-000	OFFICE SUPPLIES		15.98			
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0116619836-000002							
33603	STAPLES ADVANTAGE SUPPLIES	07/23/2013 ksteinman	08/20/2013	49.94	0.00	P	Y 08/12/2013
	101-446-727-000	OFFICE SUPPLIES		8.99			
	101-447-727-000	OFFICE SUPPLIES		8.99			
	591-558-727-000	OFFICE SUPPLIES		8.99			
	592-558-727-000	OFFICE SUPPLIES		8.99			
	582-558-727-000	OFFICE SUPPLIES		8.99			
	101-446-741-000	OPERATING SUPPLIES		1.25			
	101-447-741-000	OPERATING SUPPLIES		1.25			
	591-558-741-000	OPERATING SUPPLIES		1.24			
	582-558-741-000	OPERATING SUPPLIES		1.25			
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7104064210-000001							
33628	STAPLES ADVANTAGE SUPPLIES	08/08/2013 ksteinman	08/20/2013	187.73	0.00	P	Y 08/12/2013
	591-558-727-000	OFFICE SUPPLIES		33.65			
	592-558-727-000	OFFICE SUPPLIES		33.65			
	101-446-727-000	OFFICE SUPPLIES		33.65			
	101-447-727-000	OFFICE SUPPLIES		33.65			
	582-558-727-000	OFFICE SUPPLIES		33.66			

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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
	591-558-741-000	OPERATING SUPPLIES		3.89			
	592-558-741-000	OPERATING SUPPLIES		3.89			
	101-446-741-000	OPERATING SUPPLIES		3.89			
	101-447-741-000	OPERATING SUPPLIES		3.90			
	582-558-741-000	OPERATING SUPPLIES		3.90			
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7102789947-000001							
33637	STAPLES ADVANTAGE SUPPLIES	07/13/2013 ksteinman	08/20/2013	233.54	0.00	P	Y 08/12/2013
	592-559-727-000	OFFICE SUPPLIES		69.98			
	101-446-741-000	OPERATING SUPPLIES		29.12			
	101-447-741-000	OPERATING SUPPLIES		29.12			
	591-558-741-000	OPERATING SUPPLIES		29.12			
	592-558-741-000	OPERATING SUPPLIES		29.11			
	582-558-741-000	OPERATING SUPPLIES		29.11			
	591-558-727-000	OFFICE SUPPLIES		4.49			
	592-558-727-000	OFFICE SUPPLIES		4.49			
	101-446-727-000	OFFICE SUPPLIES		4.50			
	582-558-727-000	OFFICE SUPPLIES		4.50			
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3206119683							
33667	STAPLES ADVANTAGE SUPPLIES	08/03/2013 ksteinman	08/20/2013	(15.98)	0.00	P	Y 08/14/2013
	101-446-727-000	OFFICE SUPPLIES		(3.20)			
	101-447-727-000	OFFICE SUPPLIES		(3.20)			
	591-558-727-000	OFFICE SUPPLIES		(3.19)			
	592-558-727-000	OFFICE SUPPLIES		(3.19)			
	582-558-727-000	OFFICE SUPPLIES		(3.20)			
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014192							
33624	STEEL CENTER SUPPLY CO MAINTENANCE SUPPLIES	07/12/2013 ksteinman	08/20/2013	85.61	0.00	P	Y 08/12/2013
	661-450-741-000	OPERATING SUPPLIES		85.61			
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382850-00							
33479	THAYER INC HAND LOTION/GLOVES	07/29/2013 ksteinman	08/20/2013	290.80	0.00	P	Y 08/06/2013
	101-751-741-000	OPERATING SUPPLIES		145.40			
	577-751-741-000	OPERATING SUPPLIES		145.40			
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382334-01							
33526	THAYER INC SUPPLIES	07/11/2013 ksteinman	08/20/2013	654.00	0.00	P	Y 08/07/2013

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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
	101-751-741-000	OPERATING SUPPLIES		654.00			
382626-00							
33554	THAYER INC SUPPLIES	07/22/2013 ksteinman	08/20/2013	187.20	0.00	P	Y 08/07/2013
	101-751-741-000	OPERATING SUPPLIES		187.20			
382268-01							
33555	THAYER INC SUPPLIES	07/23/2013 ksteinman	08/20/2013	44.50	0.00	P	Y 08/07/2013
	101-751-741-000	OPERATING SUPPLIES		44.50			
102215							
33514	TOTAL PARKING SOLUTIONS INC PARKING TERMINALS FOR SOUTH BEACH	06/18/2013 ksteinman	08/20/2013	30,460.00	0.00	P	Y 06/30/2013
	577-751-975-000	SOLAR POWER TERMINALS		26,800.00			
	577-751-975-000	ANNUAL WEBOFFICE		1,680.00			
	577-751-975-000	1 YR MAINTENANCE		1,980.00			
102257							
33539	TOTAL PARKING SOLUTIONS INC SERVICE CALL DUE TO CAR COLLISION	07/18/2013 ksteinman	08/20/2013	224.00	0.00	P	Y 08/07/2013
	545-776-802-000	OTHER CONTRACTUAL SERVICES		224.00			
3602186							
33529	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	06/06/2013 ksteinman	08/20/2013	39.99	0.00	P	Y 06/30/2013
	101-446-741-000	OPERATING SUPPLIES		39.99			
4220050							
33530	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	07/17/2013 ksteinman	08/20/2013	109.99	0.00	P	Y 08/07/2013
	101-446-741-000	OPERATING SUPPLIES		109.99			
3521217							
33531	TRACTOR SUPPLY CREDIT PLAN SUPPLIES	05/23/2013 ksteinman	08/20/2013	23.76	0.00	P	Y 06/30/2013
	591-558-741-000	OPERATING SUPPLIES		23.76			
1023859							
33532	TRACTOR SUPPLY CREDIT PLAN SUPPLIES ACCT#6035 3012 0321 140	05/28/2013 ksteinman	08/20/2013	159.99	0.00	P	Y 06/30/2013
	101-446-729-001	OTHER CLOTHING & SUPPLIES		159.99			

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00000004059							
33611	UPS STORE #5080 SHIPPING FEE 592-559-741-000	07/31/2013 ksteinman OPERATING SUPPLIES	08/20/2013	66.48 66.48	0.00	P	Y 08/12/2013
08/08/13							
33612	UPS STORE #5080 SHIPPING FEE 582-558-855-000	08/08/2013 ksteinman POSTAGE	08/20/2013	16.19 16.19	0.00	P	Y 08/12/2013
08/12/13							
33674	UPS STORE #5080 SHIPPING FEE 592-559-741-000	08/12/2013 ksteinman OPERATING SUPPLIES	08/20/2013	142.81 142.81	0.00	P	Y 08/14/2013
107254							
33496	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/25/2013 ksteinman OPERATING SUPPLIES	08/20/2013	92.45 92.45	0.00	P	Y 08/06/2013
107302							
33497	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/25/2013 ksteinman OPERATING SUPPLIES	08/20/2013	62.08 62.08	0.00	P	Y 08/06/2013
106047							
33498	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/24/2013 ksteinman OPERATING SUPPLIES	08/20/2013	72.07 72.07	0.00	P	Y 08/06/2013
105461							
33499	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/24/2013 ksteinman OPERATING SUPPLIES	08/20/2013	49.03 49.03	0.00	P	Y 08/06/2013
969839							
33610	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	05/28/2013 ksteinman OPERATING SUPPLIES	08/20/2013	110.94 110.94	0.00	P	Y 06/30/2013
108589							
33614	USA BLUE BOOK LAB SUPPLIES 592-559-729-001	07/26/2013 ksteinman OTHER CLOTHING & SUPPLIES	08/20/2013	409.45 409.45	0.00	P	Y 08/12/2013

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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
111025 33615	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/30/2013 ksteinman OPERATING SUPPLIES	08/20/2013	43.99 43.99	0.00	P	Y 08/12/2013
113544 33616	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	08/01/2013 ksteinman OPERATING SUPPLIES	08/20/2013	82.51 82.51	0.00	P	Y 08/12/2013
113634 33617	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	08/01/2013 ksteinman OPERATING SUPPLIES	08/20/2013	257.80 257.80	0.00	P	Y 08/12/2013
108063 33618	USA BLUE BOOK LAB SUPPLIES 592-559-729-001	07/26/2013 ksteinman OTHER CLOTHING & SUPPLIES	08/20/2013	38.52 38.52	0.00	P	Y 08/12/2013
114899 33620	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	08/02/2013 ksteinman OPERATING SUPPLIES	08/20/2013	305.24 305.24	0.00	P	Y 08/12/2013
1221 33552	VAN BUREN CONSERVATION DISTRIC HOUSEHOLD HAZARDOUS WASTE RECYCLIN 101-622-959-004	07/16/2013 ksteinman VBC HAZARDOUS WASTE	08/20/2013	248.00 248.00	0.00	P	Y 08/07/2013
JULY 31 33670	VAN BUREN COUNTY ROAD COMM HOT PATCHING 203-463-802-000	07/31/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	21,007.61 21,007.61	0.00	P	Y 08/14/2013
JULY 31-2 33671	VAN BUREN COUNTY ROAD COMM SEALCOAT VARIOUS ROADS 203-463-802-000	07/31/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	34,064.56 34,064.56	0.00	P	Y 08/14/2013
JULY 33669	VAN BUREN COUNTY TREASURER DATA SERVICES 101-209-802-000	07/29/2013 ksteinman OTHER CONTRACTUAL SERVICES	08/20/2013	647.77 647.77	0.00	P	Y 08/14/2013

INVOICE DUE DATES 08/20/2013 - 08/20/2013
 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
16314 33534	WAGNER'S PLUMBING & HEATING CHECK URINAL 101-751-802-000	08/01/2013 ksteinman	08/20/2013	150.00	0.00	P	Y 08/07/2013
	OTHER CONTRACTUAL SERVICES			150.00			
16315 33535	WAGNER'S PLUMBING & HEATING REPAIR TOILET/DROP IN KIT COMPLETE 577-751-802-000	08/01/2013 ksteinman	08/20/2013	113.70	0.00	P	Y 08/07/2013
	OTHER CONTRACTUAL SERVICES			113.70			
3225 33556	WINKEL'S COMMUNICATION INC RADIO MAINTENANCE 591-558-802-000 592-558-802-000 582-558-802-000 101-446-802-000	07/01/2013 ksteinman	08/20/2013	390.00	0.00	P	Y 08/07/2013
	OTHER CONTRACTUAL SERVICES			97.50			
	OTHER CONTRACTUAL SERVICES			97.50			
	OTHER CONTRACTUAL SERVICES			97.50			
	OTHER CONTRACTUAL SERVICES			97.50			
3211 33557	WINKEL'S COMMUNICATION INC INSTALLED NEW TWO WAY RADIOS 661-450-802-000	06/10/2013 ksteinman	08/20/2013	697.95	0.00	P	Y 06/30/2013
	OTHER CONTRACTUAL SERVICES			697.95			
20699103 33501	X-ERGON VISION PRO 592-559-742-000	07/23/2013 ksteinman	08/20/2013	55.46	0.00	P	Y 08/06/2013
	SMALL TOOLS			55.46			
0139454398 33506	ZEE MEDICAL, INC SUPPLIES 591-559-741-000	07/29/2013 ksteinman	08/20/2013	54.70	0.00	P	Y 08/06/2013
	OPERATING SUPPLIES			54.70			
# of Invoices:	188	# Due:	0	Totals:	267,624.38	0.00	
# of Credit Memos:	2	# Due:	0	Totals:	(83.48)	0.00	
Net of Invoices and Credit Memos:					267,540.90	0.00	

INVOICE DUE DATES 08/20/2013 - 08/20/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

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			52,155.64	0.00		
	203 - LOCAL STREET FUND			55,072.17	0.00		
	204 - STREET FUND			69.61	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			22,043.76	0.00		
	251 - LOCAL DVLP FINANCE ATHR DIS			21,380.00	0.00		
	401 - CAPITAL PROJECTS FUND 1			6,784.34	0.00		
	545 - BLACK RIVER PARK FUND			330.12	0.00		
	577 - BEACH FUND			33,346.67	0.00		
	582 - ELECTRIC FUND			9,530.82	0.00		
	591 - WATER FUND			21,414.69	0.00		
	592 - SEWER FUND			21,760.62	0.00		
	594 - MARINA FUND			4,166.04	0.00		
	636 - INFORMATION SERVICES FUND			14,543.50	0.00		
	661 - MOTOR POOL FUND			4,913.42	0.00		
	718 - TRUST & AGENCY FUND			29.50	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	001 - ASSETS			97.60	0.00		
	002 - LIABILITIES			29.50	0.00		
	101 - CITY COUNCIL			2,130.00	0.00		
	209 - ASSESSOR			647.77	0.00		
	227 - PERSONNEL			117.75	0.00		
	258 - DATA PROCESSING			14,543.50	0.00		
	265 - BUILDINGS & GROUNDS			765.77	0.00		
	276 - CEMETERY DEPARTMENT			134.03	0.00		
	301 - POLICE			15,489.48	0.00		
	371 - BUILDING INSPECTIONS			12,798.87	0.00		
	446 - HIGHWAYS & STREETS			17,136.59	0.00		
	447 - ENGINEERING			589.22	0.00		
	450 - EQUIPMENT MAINTENANCE			4,913.42	0.00		
	463 - ROUTINE MAINTENANCE			55,072.17	0.00		
	558 - OPERATIONS			32,596.58	0.00		
	559 - TREATMENT			11,741.05	0.00		
	560 - IPP PROGRAM			3,964.25	0.00		
	561 - ADMINISTRATION			39.25	0.00		
	563 - OPERATIONS - CASCO TOWNSHI			2,450.00	0.00		
	565 - OPERATIONS - COVERT			1,915.00	0.00		
	622 - ENVIRONMENTAL CLEANUP			248.00	0.00		
	728 - ECONOMIC DEVELOPMENT			83.12	0.00		
	729 - DOWNTOWN DEVELOPMENT			22,043.76	0.00		

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User: ksteinman
DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

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INVOICE DUE DATES 08/20/2013 - 08/20/2013
JOURNALIZED OPEN AND PAID
BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
--- TOTALS BY DEPT/ACTIVITY ---							
	751 - PARK DEPARTMENT			42,118.06	0.00		
	776 - OPERATIONS			4,496.16	0.00		
	901 - INDUSTRIAL DEVELOPMENT			21,380.00	0.00		



City of South Haven

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

TO: Honorable Mayor and City Council

FROM: Wendy J. Hochstedler, Finance Director

MEETING DATE: August 19, 2013

SUBJECT: Interim Financial Reports for the year ended June 30, 2013

BACKGROUND:

The 2012-2013 Fiscal Year has come to an end and the Finance Department has prepared interim financial reports for select City Funds for your review. This is a snapshot of some of the City's major funds as of June 30, 2013. As the Finance department prepares the Comprehensive Annual Financial Report (CAFR), there may be adjustments made to these financial statements and more detail will be provided upon the issuance of that annual report. .

The City's annual audit will be performed by Vredeveld & Haefner, LLC. Of Grand Rapids. The audit must be submitted to the State of Michigan no later than December 31 and the audit fieldwork is scheduled to begin on October 7, 2013.

RECOMMENDATION:

Accept the financial reports and place them on file.

SOUTH HAVEN REVENUE EXPENDITURE REPORT
PERIOD ENDING 6/30/13 - UNAUDITED

Fund 101 - GENERAL FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	6,719,492.23	7,040,599.00	95.44
101	CITY COUNCIL	41,483.12	35,641.00	116.39
172	CITY MANAGER	180,406.01	187,906.00	96.01
191	ELECTION DEPARTMENT	25,846.64	26,590.00	97.20
202	CITY TREASURER	149,487.81	146,968.00	101.71
209	ASSESSOR	146,324.84	152,148.00	96.17
210	LEGAL & PROFESSIONAL	166,162.61	200,000.00	83.08
215	CITY CLERK	31,846.53	31,578.00	100.85
227	PERSONNEL	88,561.34	93,480.00	94.74
253	FINANCE	61,826.41	67,588.00	91.48
265	BUILDINGS & GROUNDS	247,988.28	330,267.00	75.09
276	CEMETERY DEPARTMENT	121,911.03	147,434.00	82.69
294	CATV BROADCASTING	23,578.14	27,567.00	85.53
301	POLICE DEPARTMENT	2,172,436.07	2,158,432.00	100.65
339	FIREFIGHTING	471,164.50	474,218.00	99.36
350	INFORMATION CENTER	103,590.15	114,066.00	90.82
371	BUILDING INSPECTIONS	251,092.63	273,786.00	91.71
430	ANIMAL SHELTER	7,000.00	7,000.00	100.00
445	DRAINS	11,746.82	11,805.00	99.51
446	HIGHWAYS & STREETS	545,133.43	553,460.00	98.50
447	ENGINEERING	78,678.63	86,778.00	90.67
448	STREET LIGHTING	82,500.00	82,500.00	100.00
622	ENVIRONMENTAL CLEANUP	399.34	1,200.00	33.28
635	HOSPITAL	104,099.73	103,579.00	100.50
673	SENIOR SERVICES	77,233.25	78,350.00	98.57
728	DEVELOPMENT	54,172.79	55,281.00	98.00
751	PARKS DEPARTMENT	556,884.39	633,327.00	87.93
777	YOUTH RECREATION	15,000.00	15,000.00	100.00
790	LIBRARY	185,128.90	184,949.00	100.10
804	MUSEUMS	32,722.02	38,558.00	84.86
851	INSURANCE & BONDS	53,534.82	75,000.00	71.38
895	OTHER FUNCTIONS	78,818.54	79,098.00	99.65
905	DEBT SERVICE	14,936.75	14,937.00	100.00
965	OPERATING TRANSFERS OUT	1,213,716.00	1,214,500.00	99.94
	TOTAL REVENUES	6,719,492.23	7,040,599.00	95.44
	TOTAL EXPENDITURES	7,395,411.52	7,702,991.00	96.01
	NET OF REVENUES & EXPENDITURES	(675,919.29)	(662,392.00)	
	BEG. FUND BALANCE	2,697,081.95	2,697,081.95	
	END FUND BALANCE	2,021,162.66	2,034,689.95	

Fund 202 - MAJOR STREET FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	319,072.97	320,237.00	99.64
447	ENGINEERING	20,000.00	20,000.00	100.00
463	ROUTINE MAINTENANCE	61,481.13	277,143.00	22.18
473	BRIDGES	17,062.24	29,952.00	56.97
474	TRAFFIC SERVICES	10,105.09	22,100.00	45.72
478	WINTER MAINTENANCE	43,901.36	63,613.00	69.01
482	ADMINISTRATION	9,535.13	10,444.00	91.30
486	STATE TRUNKLINE	41,909.09	51,813.00	80.89
965	OPERATING TRANSFERS OUT	54,407.00	54,407.00	100.00
	TOTAL REVENUES	319,072.97	320,237.00	99.64
	TOTAL EXPENDITURES	258,401.04	529,472.00	48.80
	NET OF REVENUES & EXPENDITURES	60,671.93	(209,235.00)	
	BEG. FUND BALANCE	216,516.16	216,516.16	
	END FUND BALANCE	277,188.09	7,281.16	

SOUTH HAVEN REVENUE EXPENDITURE REPORT
PERIOD ENDING 6/30/13 - UNAUDITED

Fund 203 - LOCAL STREET FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	160,402.53	158,600.00	101.14
447	ENGINEERING	9,000.00	9,000.00	100.00
463	ROUTINE MAINTENANCE	187,639.36	143,432.00	130.82
474	TRAFFIC SERVICES	9,364.39	14,320.00	65.39
478	WINTER MAINTENANCE	56,390.64	59,175.00	95.29
482	ADMINISTRATION	4,724.51	5,671.00	83.31
	TOTAL REVENUES	160,402.53	158,600.00	101.14
	TOTAL EXPENDITURES	267,118.90	231,598.00	115.34
	NET OF REVENUES & EXPENDITURES	(106,716.37)	(72,998.00)	
	BEG. FUND BALANCE	116,245.80	116,245.80	
	END FUND BALANCE	9,529.43	43,247.80	

Fund 204 - STREET FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	976,730.02	987,186.00	98.94
446	HIGHWAYS & STREETS	1,062,752.12	1,015,000.00	104.70
447	ENGINEERING	110,139.74	115,151.00	95.65
965	OPERATING TRANSFERS OUT	524,000.00	524,000.00	100.00
	TOTAL REVENUES	976,730.02	987,186.00	98.94
	TOTAL EXPENDITURES	1,696,891.86	1,654,151.00	102.58
	NET OF REVENUES & EXPENDITURES	(720,161.84)	(666,965.00)	
	BEG. FUND BALANCE	1,238,735.32	1,238,735.32	
	END FUND BALANCE	518,573.48	571,770.32	

Fund 226 - GARBAGE/REFUSE FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	339,227.82	349,251.00	97.13
528	WASTE/REFUSE DISPOSAL	367,406.10	370,500.00	99.16
	TOTAL REVENUES	339,227.82	349,251.00	97.13
	TOTAL EXPENDITURES	367,406.10	370,500.00	99.16
	NET OF REVENUES & EXPENDITURES	(28,178.28)	(21,249.00)	
	BEG. FUND BALANCE	47,356.70	47,356.70	
	END FUND BALANCE	19,178.42	26,107.70	

Fund 296 - RIVER MAINTENANCE FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	52,121.34	54,380.00	95.85
774	RECREATION	19,103.89	104,953.00	18.20
	TOTAL REVENUES	52,121.34	54,380.00	95.85
	TOTAL EXPENDITURES	19,103.89	104,953.00	18.20
	NET OF REVENUES & EXPENDITURES	33,017.45	(50,573.00)	
	BEG. FUND BALANCE	67,844.39	67,844.39	
	END FUND BALANCE	100,861.84	17,271.39	

Fund 545 - BLACK RIVER PARK FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	147,818.38	151,500.00	97.57
776	OPERATIONS	106,040.16	169,955.00	62.39
965	OPERATING TRANSFERS OUT	5,800.00	5,800.00	100.00
	TOTAL REVENUES	147,818.38	151,500.00	97.57
	TOTAL EXPENDITURES	111,840.16	175,755.00	63.63
	NET OF REVENUES & EXPENDITURES	35,978.22	(24,255.00)	
	BEG. RETAINED EARNINGS	640,318.33	640,318.33	
	LESS: NET CAPITAL ASSETS	(515,894.00)	(515,894.00)	
	NET UNDESIGNATED RESERVES	160,402.55	100,169.33	

SOUTH HAVEN REVENUE EXPENDITURE REPORT
PERIOD ENDING 6/30/13 - UNAUDITED

Fund 577 - BEACH FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	355,659.07	324,700.00	109.53
751	PARK DEPARTMENT	298,814.94	261,737.00	114.17
TOTAL REVENUES		355,659.07	324,700.00	109.53
TOTAL EXPENDITURES		298,814.94	261,737.00	114.17
NET OF REVENUES & EXPENDITURES		56,844.13	62,963.00	
BEG. RETAINED EARNINGS		25,788.58	25,788.58	
UNDESIGNATED RESERVES		82,632.71	88,751.58	

Fund 582 - ELECTRIC FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	14,715,021.88	15,165,913.00	97.03
557	PURCHASED POWER	8,666,156.79	8,750,000.00	99.04
558	OPERATIONS	1,973,513.31	2,640,056.00	74.75
561	ADMINISTRATION	1,588,085.07	1,614,330.00	98.37
562	ELECTRIC SYSTEM UPGRADE	0.00	0.00	0.00
965	OPERATING TRANSFERS OUT	167,018.00	167,018.00	100.00
TOTAL REVENUES		14,715,021.88	15,165,913.00	97.03
TOTAL EXPENDITURES		12,394,773.17	13,171,404.00	94.10
NET OF REVENUES & EXPENDITURES		2,320,248.71	1,994,509.00	
BEG. RETAINED EARNINGS		16,288,782.92	16,288,782.92	
LESS: NET CAPITAL ASSETS		(11,198,750.00)	(11,198,750.00)	
NET UNDESIGNATED RESERVES		7,410,281.63	7,084,541.92	

Fund 591 - WATER FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	3,658,778.32	3,660,518.00	99.95
558	OPERATIONS	545,475.97	1,446,724.00	37.70
559	TREATMENT	458,984.85	503,314.00	91.19
561	ADMINISTRATION	295,871.67	294,294.00	100.54
563	OPERATIONS - CASCO TOWNSHIP	61,405.39	65,176.00	94.21
564	OPERATIONS S H TOWNSHIP	67,038.65	70,637.00	94.91
565	OPERATIONS - COVERT	67,406.43	67,994.00	99.14
566	TREATMENT - CASCO TWP	56,483.04	61,859.00	91.31
567	TREATMENT - SH TWP	109,480.88	192,246.00	56.95
568	TREATMENT - COVERT	95,150.29	96,740.00	98.36
905	DEBT SERVICE	881,758.00	1,407,486.00	62.65
965	OPERATING TRANSFERS OUT	29,181.49	35,000.00	83.38
TOTAL REVENUES		3,658,778.32	3,660,518.00	99.95
TOTAL EXPENDITURES		2,668,236.66	4,241,470.00	62.91
NET OF REVENUES & EXPENDITURES		990,541.66	(580,952.00)	
BEG. RETAINED EARNINGS		6,848,712.94	6,848,712.94	
LESS: NET CAPITAL ASSETS		(5,020,668.00)	(5,020,668.00)	
NET UNDESIGNATED RESERVES		2,818,586.60	1,247,092.94	

SOUTH HAVEN REVENUE EXPENDITURE REPORT
PERIOD ENDING 6/30/13 - UNAUDITED

Fund 592 - SEWER FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	2,428,321.85	2,579,661.00	94.13
558	OPERATIONS	654,306.06	959,079.00	68.22
559	TREATMENT	593,701.19	659,938.00	89.96
560	IPP PROGRAM	44,190.12	55,580.00	79.51
561	ADMINISTRATION	389,042.40	393,322.00	98.91
562	LIFTSTATIONS- CASCO TOWNSHIP	28,768.24	28,166.00	102.14
563	OPERATIONS - CASCO TOWNSHIP	50,856.43	51,200.00	99.33
564	OPERATIONS - SOUTH HAVEN TWP	95,539.34	84,217.00	113.44
566	TREATMENT - CASCO TWP	40,991.50	44,669.00	91.77
567	TREATMENT - SH TWP	108,690.14	94,559.00	114.94
569	LIFSTATIONS - SOUTH HAVEN TWP	64,661.48	72,312.00	89.42
570	LIFTSTATIONS - CITY	93,576.37	143,041.00	65.42
965	OPERATING TRANSFERS OUT	241,732.08	246,500.00	98.07
TOTAL REVENUES		2,428,321.85	2,579,661.00	94.13
TOTAL EXPENDITURES		2,406,055.35	2,832,583.00	84.94
NET OF REVENUES & EXPENDITURES		22,266.50	(252,922.00)	
BEG. RETAINED EARNINGS		6,979,106.13	6,979,106.13	
LESS: NET CAPITAL ASSETS		(5,622,267.00)	(5,622,267.00)	
NET UNDESIGNATED RESERVES		1,379,105.63	1,103,917.13	

Fund 594 - MARINA FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	1,546,230.00	1,614,924.00	95.74
776	OPERATIONS	2,521,858.57	2,517,474.00	100.17
965	OPERATING TRANSFERS OUT	21,080.00	21,080.00	100.00
TOTAL REVENUES		1,546,230.00	1,614,924.00	95.74
TOTAL EXPENDITURES		2,542,938.57	2,538,554.00	100.17
NET OF REVENUES & EXPENDITURES		(996,708.57)	(923,630.00)	
BEG. RETAINED EARNINGS		2,036,604.50	2,036,604.50	
LESS: NET CAPITAL ASSETS		(957,038.00)	(957,038.00)	
NET UNDESIGNATED RESERVES		82,857.93	155,936.50	

Fund 661 - MOTOR POOL FUND		YEAR TO DATE 6/30/2013	2012-13 BUDGET	% BDGT
	TOTAL REVENUES	374,623.32	720,388.00	52.00
450	EQUIPMENT MAINTENANCE	393,318.81	987,296.00	39.84
TOTAL REVENUES		374,623.32	720,388.00	52.00
TOTAL EXPENDITURES		393,318.81	987,296.00	39.84
NET OF REVENUES & EXPENDITURES		(18,695.49)	(266,908.00)	
BEG. RETAINED EARNINGS		2,331,499.16	2,331,499.16	
LESS: NET CAPITAL ASSETS		(1,177,989.00)	(1,177,989.00)	
NET UNDESIGNATED RESERVES		1,134,814.67	886,602.16	

MEMORANDUM

To: Brian Disette

From: Deborah Lull

Date: August 12, 2013

Subject: Policy revision regarding employee contributions to health insurance

A copy of the revised policy to change employee contributions to health insurance is attached for your review. The policy has been changed to require employee contributions to be the lesser of twenty (20) percent of the cost of the health insurance or the amount above the hard cap as determined by the State of Michigan. The change will be effective September 1, 2013.

The recently approved collective bargaining agreements for the three unions include the same provision.

Please let me know if you would like additional information.

CHAPTER 5 - INSURANCE BENEFITS

Section 5.1 - Health and Dental Insurance

- A. Health Insurance. The City makes available group health insurance to full-time employees and their eligible dependents. Employees not covered by a collective bargaining agreement may elect to participate in one of three medical insurance plans offered by the City. The specific terms and conditions governing the group insurance programs are set forth in detail in the master policies governing the programs as issued by the carriers. Summary descriptions of the programs are available in the Human Resource Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.
- B. Dental Insurance. The City makes available group dental insurance to full-time employees and their eligible dependents. The specific terms and conditions governing the group insurance program is set forth in detail in the master policy governing the program as issued by the carrier. Summary description of the program is available in the Human Resource Department. The City reserves the right to select the insurance carrier or carriers, or to become self-insured.
- C. Premium Cost Sharing. The City will pay a portion of the cost of monthly health insurance premiums for the health insurance plans offered. The employee will pay the difference between the monthly cost of the insurance plan and the portion paid by the employer.

Employees shall pay their share of the cost of the premium through payroll deduction. The employee's share of health care premium costs shall be the lower of the amount over the hard cap or 20% of the cost of health care per P.A. 152, with the provision that all plans must use the same cost share method. The monthly cost and employee share of the insurance plans are adjusted annually. Information is available from the Human Resource Department. The City reserves the right to change the percentage of employee co-share from time to time.

The City pays 100% of the cost of the premium for dental insurance for the employee and eligible dependents.



Agenda Item 6

Elbe & Sohn Industrial Facilities Tax Abatement

Background Information:

The City Council will be asked to consider approval of a resolution related to an Industrial Facilities Tax Exemption Certificate for Elbe & Sohn, located at 1875 Dewey Lane.

The tax request, which totals \$513,763, is for personal property acquired by the company, and is part of the company's solar panel project. The solar panels are intended to provide electricity to the company's Dewey Lane facility. The applicant notes that the company anticipates retaining twenty seven (27) existing jobs at their facility as a result of the project.

Elbe & Sohn has been located in the City of South Haven since 2001. The company, which is based in Europe, created a presence in the United States in the mid 1980's. The company focuses on the assembly of propeller shafts for various applications. The company also produces double joints for powered steering axles, ball and socket joints, and input and output yokes.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for Elbe & Sohn is \$26,412 over the 12 year life of the agreement. 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 will be asked to consider Resolution 2013-48, a resolution which grants an industrial facilities tax abatement for Elbe & Sohn.

Support Material:

Resolution 2013-48
Staff Report
Project Illustration

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-48

A RESOLUTION TO APPROVE AN APPLICATION FOR
ISSUANCE OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AS REQUESTED BY ELBE & SOHN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on August 19, 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 July 8, 2013 received an application from Elbe & Sohn, 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 \$513,763 with a project location of 1875 Dewey Lane 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 June 19, 1995 the City of South Haven by resolution established Industrial Development District No. 95-02 within which the applicant's project is located; and

WHEREAS, Elbe & Sohn, has filed an application for an Industrial Facilities Exemption Certificate with respect to new facility project for personal property within Industrial Development District No. 95-02; and

WHEREAS, before acting on said application, the City of South Haven conducted a public hearing on this date, August 19, 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 July 8, 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 Elbe & Sohn 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. 95-02, to wit:

Real property as described in Attachment A hereto, an integral part hereof (Tax Parcel Number 80-53-867-007-00) 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

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 19 day of August, 2013, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk

MEMORANDUM

DATE: August 12, 2013

TO: Brian Dissette, City Manager

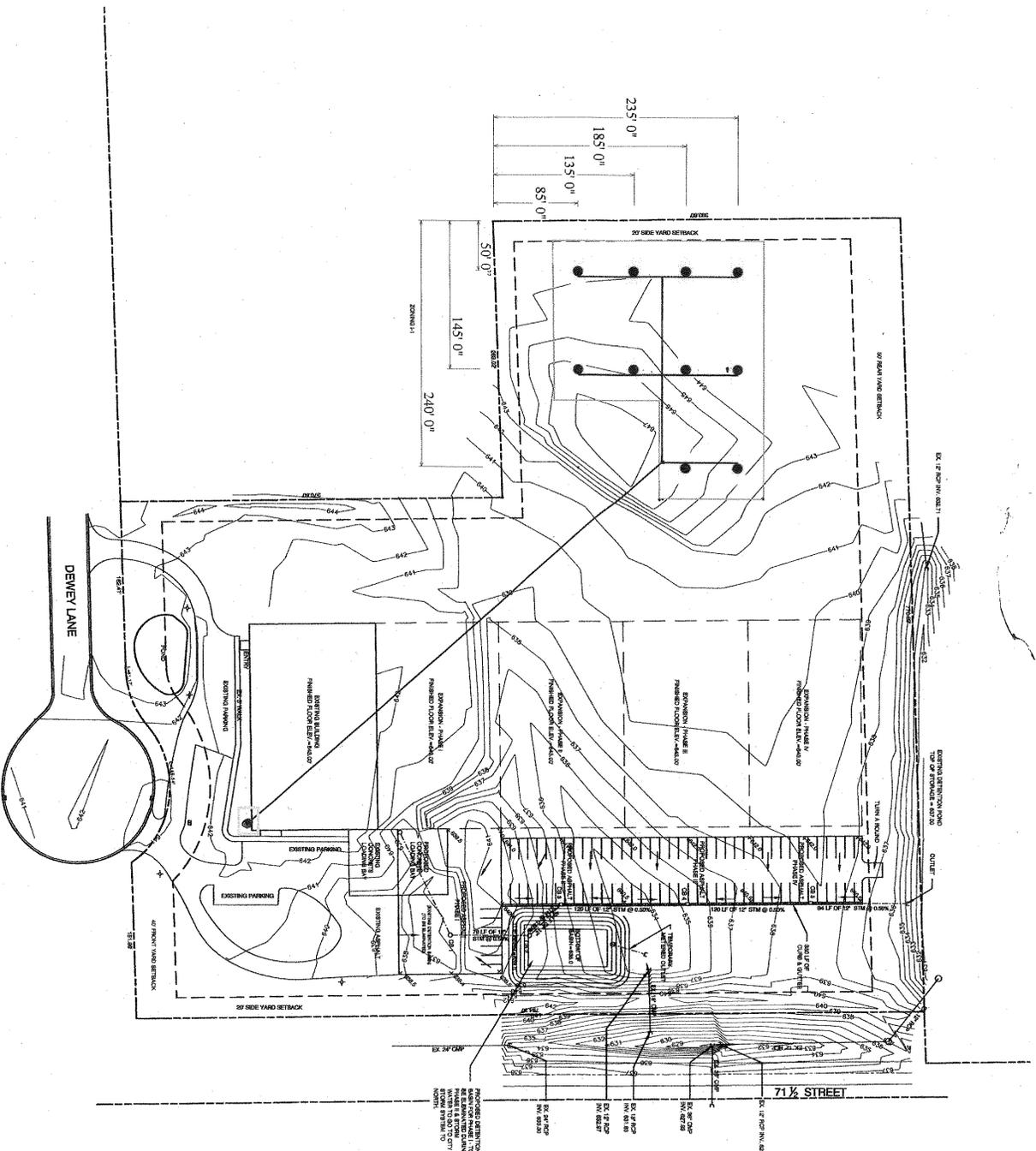
FROM: Connie Phillips-Thompson, Deputy Assessor

SUBJECT: Resolution to Approve Industrial Facilities Tax Exemption Application for Elbe & Sohn

Elbe & Sohn has filed an application for an Industrial Facilities Tax Exemption Certificate on July 8, 2013 with a location of 1875 Dewey Lane. The application listed the acquisition and installation machinery and equipment (solar panels) at an estimated cost of \$513,763.

Elbe & Sohn expects to retain 27 jobs within 2 years of completion as a result of this project.

The estimated 12 year tax savings is \$26,412.



Notes:

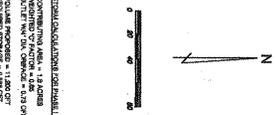
Features of Interest:
Existing Electrical

Array Configuration:

- 104.4kW DC-STC
- 360 x Suniva MW290
- 10 x Solmetric PV 10kW Inverters
- (277480V 30kW Output)

Site Notes:

- Fence 850 linear feet
- Wire Run to Combiner: 550'



LEGEND

- ROW ROW
- PROPERTY LINE
- EXISTING ELECTRICAL INFRASTRUCTURE
- + EXISTING LIGHT POLE
- ▭ EXISTING CURB MARK
- ▭ PROPOSED ANTIWIND SHIELD (P-AS7)
- ○ ○ ○ PROPOSED STEEP CIRCUMFERENCE
- WIND STRIKE
- PROPOSED STEEP CIRCUMFERENCE IN CORNER
- PROPOSED SURFACE DRAINAGE DIRECTION

EXISTING ELECTRICAL INFRASTRUCTURE

- EXISTING TRANSFORMER
- EXISTING SERVICE
- EXISTING METER
- EXISTING CONDUIT
- EXISTING WIRE
- EXISTING PANEL
- EXISTING WIRE TRAY
- EXISTING WIRE RACEWAY
- EXISTING WIRE ENCLOSURE
- EXISTING WIRE MANHOLE
- EXISTING WIRE TRENCH
- EXISTING WIRE DUCT
- EXISTING WIRE CLOSURE
- EXISTING WIRE BOX
- EXISTING WIRE RACK
- EXISTING WIRE TRAY
- EXISTING WIRE RACEWAY
- EXISTING WIRE ENCLOSURE
- EXISTING WIRE MANHOLE
- EXISTING WIRE TRENCH
- EXISTING WIRE DUCT
- EXISTING WIRE CLOSURE
- EXISTING WIRE BOX
- EXISTING WIRE RACK

PROPOSED ANTIWIND SHIELD (P-AS7)

- PROPOSED ANTIWIND SHIELD (P-AS7)

PROPOSED SURFACE DRAINAGE DIRECTION

- PROPOSED SURFACE DRAINAGE DIRECTION

104.4kW Layout
DRAFT
(Not For Construction)

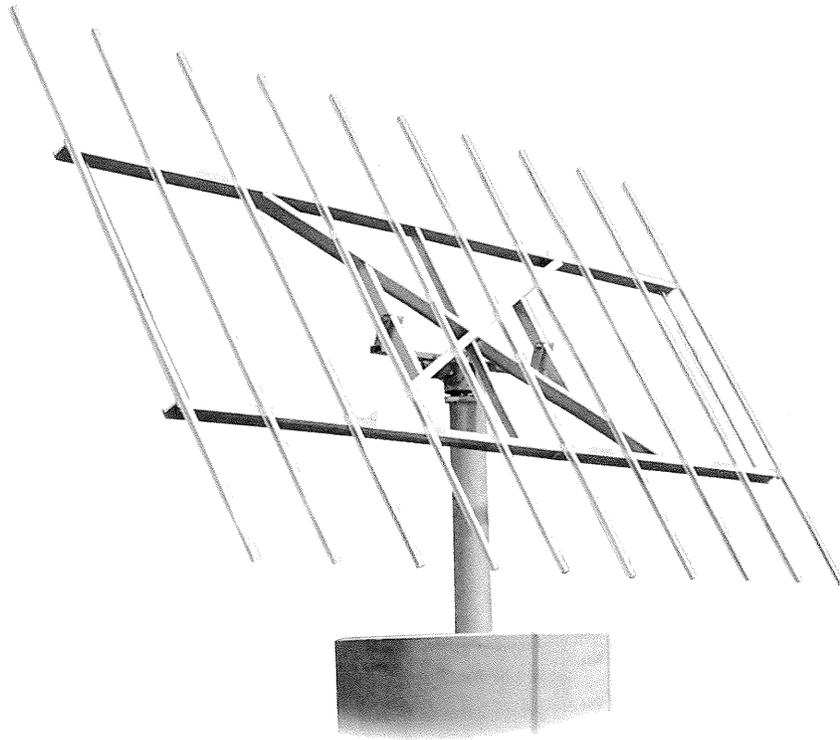
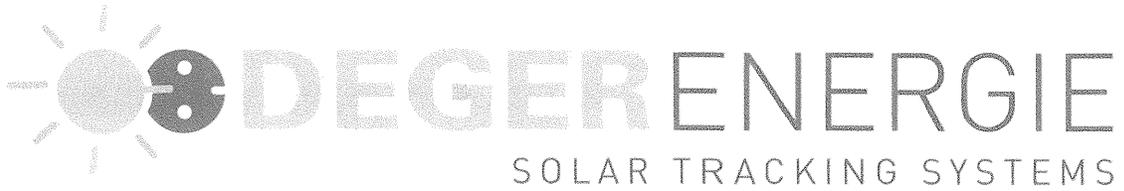
Helios Solar LLC
248 W. Michigan
Kalamazoo, MI 49008
Telephone: (269) 343-5581
Fax: (269) 343-5560

Project:
Elibe USA

Date: 05/9/2013
Job Number: 1208
Drawn By: CTF
Checked By:
Reviewed By:

Sheet:
A-6

OR:
KICKSTARTS



Assembly Instruction

US Version

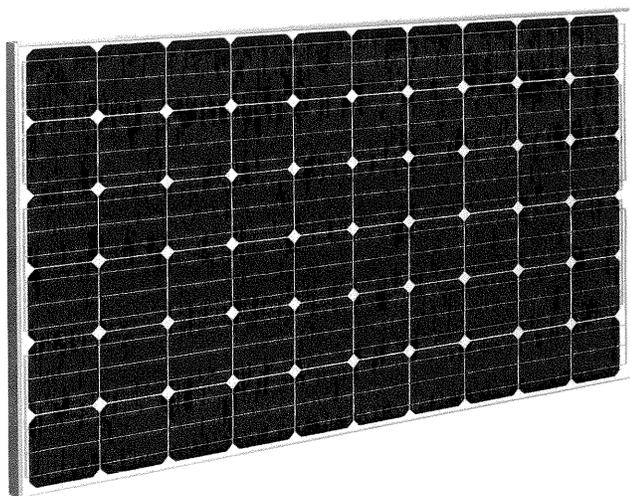
DEGERtraker 5000HD
DEGERtraker 6000NT

Effective 2010-11-01



High-quality and high-efficiency
PV yields sensible solar

SUNIVA OPTIMUS® SERIES MONOCRYSTALLINE SOLAR MODULES



OPTXXX-60-4-100 (60 CELL MODULE)

The Optimus® modules consist of Suniva's latest technology: ARTisun® Select. These superior monocrystalline cells are designed and manufactured in the U.S.A. using our proprietary low-cost processing techniques. Engineered with our pioneering ion implantation technology, high power-density Optimus modules provide excellent value, performance and reliability.

Certifications:



Engineering Excellence

- Built exclusively with Suniva's highest-efficiency ARTisun Select cells, providing one of the highest power outputs per square meter at an affordable manufacturing cost
- Suniva's state-of-the art manufacturing facility features the most advanced equipment and technology
- Suniva is a U.S. –based company spun out from the Georgia Tech University Center of Excellence in Photovoltaics (one of only two such research centers in the U.S.)

Features

- Contains the latest ARTisun Select cell technology - over 19%
- Positive only tolerance
- Marine grade aluminum frame with hard anodized coating
- Industry leading linear warranty (10 year warranty on workmanship and materials; 25 year linear performance warranty delivering 80% power at STC)
- Buy America compliant upon request
- Qualifies for U.S. EXIM financing
- System and design services available

Quality & Reliability

- Suniva Optimus modules are manufactured and warranted to our specifications assuring consistent high performance and quality worldwide.
- Rigorous quality management
 - Performance longevity with advanced polymer backsheet
 - Produced in an ISO 9001: 2008 certified facility
 - Passed the most stringent salt spray tests based on IEC 61701
 - Passed enhanced stress tests¹ based on IEC 61215 conducted at Fraunhofer ISE²
 - Certified PID free
 - Ask about our validated PAN files

OUR PRODUCTS:

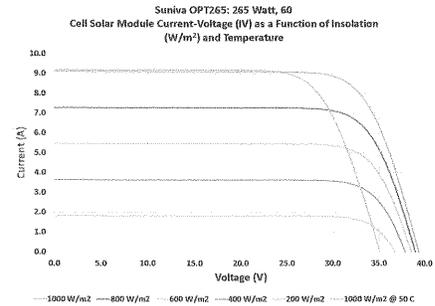
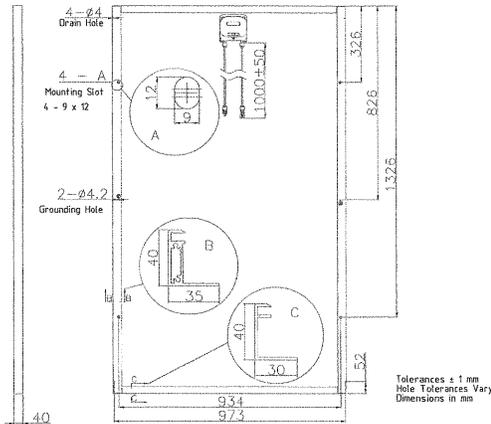
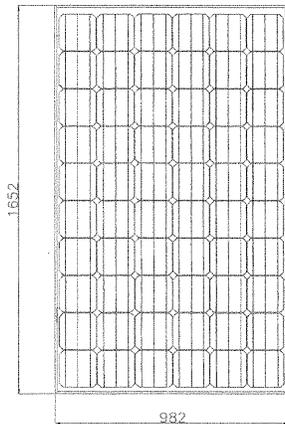
Monocrystalline Modules
OPTIMUS SERIES 60 cell
OPTIMUS SERIES 72 cell

Multicrystalline Modules
MV SERIES 60 cell
MV SERIES 72 cell

Monocrystalline Cells
19%+ efficiency

Balance of Systems Solutions (BOSS)
Racking, Inverters, Batteries, Energy Storage Appliances and EV Chargers

OPTIMUS SERIES: OPT 60 CELL MODULES



ELECTRICAL DATA (NOMINAL)

The rated power may only vary by -0/+3% and all other electrical parameters by ± 5%

Power Classification	Pmax (W)	255	260	265	270
Module efficiency	%	15.71	16.02	16.33	16.60
Model Number	OPT	255-60-4-100	260-60-4-100	265-60-4-100	270-60-4-100
Voltage at Max. Power Point	Vmp (V)	30.00	30.20	30.70	31.20
Current at Max. Power Point	Imp (A)	8.50	8.60	8.64	8.68
Open Circuit Voltage	Voc (V)	37.90	38.10	38.30	38.50
Short Circuit Current	Isc (A)	9.05	9.08	9.12	9.15

The electrical data apply to standard test conditions (STC): Irradiance of 1000 W/m² with AM 1.5 spectra at 25°C.

DIMENSIONS AND WEIGHT

Cells / Module	60 (6x10)
Module Dimensions	1652 x 982 mm (65.04 x 38.66 in.)
Module Thickness (Depth)	40 mm (1.57 in.)
Approximate Weight	17.9 +/- 0.25kg. (39.5 +/- 0.5 lb.)

CHARACTERISTIC DATA

Type of Solar Cell	High-efficiency ARTiSun® Select monocrystalline cells of 156 x 156 mm (6 in.)
Frame	Silver anodized aluminum alloy; black frame available by custom order
Glass	Tempered (low-iron), anti-reflective coating
Junction Box	NEMA IP67 rated; 3 internal bypass diodes
Cable & Connectors	12 AWG (4.0 mm ²) cable with MC4 compatible connectors; cable length approx. 1000 mm
Hardware (Available Upon Request)	Grounding screws: (2) #10-32 12.7 mm (#10-32 x 0.5 in.) Stainless steel flat washers: (4) 5 x 10 x 1 mm (0.2 in. ID x 0.394 in. OD x 0.030 in.)

TEMPERATURE COEFFICIENTS

Voltage	β , Voc (%/°C)	-0.335
Current	α , Isc (%/°C)	+0.047
Power	γ , Pmax (%/°C)	-0.420
NOCT Avg	(+/- 2 °C)	46.0

LIMITS

Max. System Voltage	1000 VDC for IEC, 1000 VDC for UL
Operating Module Temperature	-40°C to +85°C (-40°F to +185°F)
Storm Resistance/Static Load	Tested to IEC 61215 for loads up to 5400 Pa (113 psf); hail and wind resistant

Suniva® reserves the right to change the data at any time. View manual at suniva.com.

¹UV 90 kWh, TC 400, DH 2000. ²Tests were conducted on module type OPT 60.

[SAMD_0010]

Headquarters

5765 Peachtree Industrial Blvd.,
Norcross, Georgia 30092 USA
Tel: +1 404 477 2700

www.suniva.com

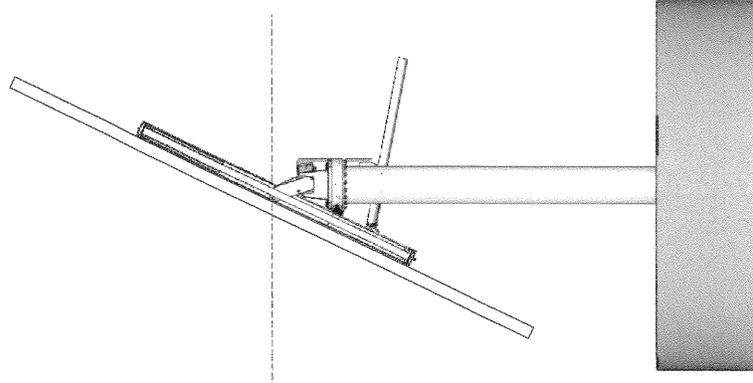
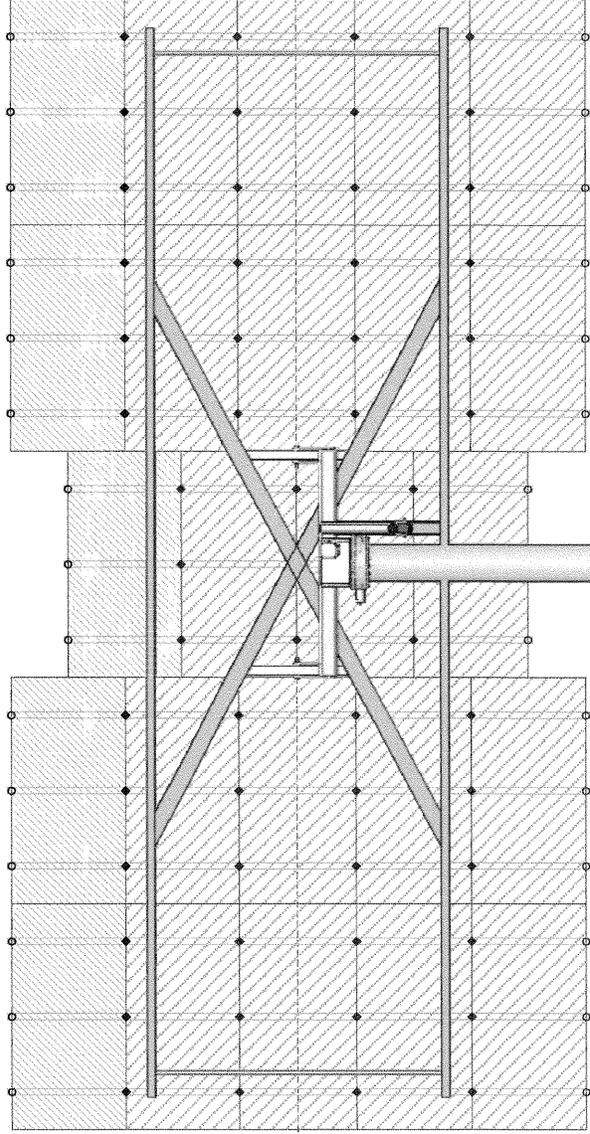
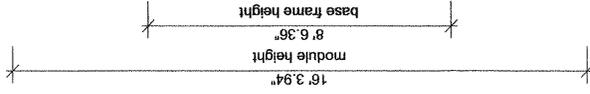
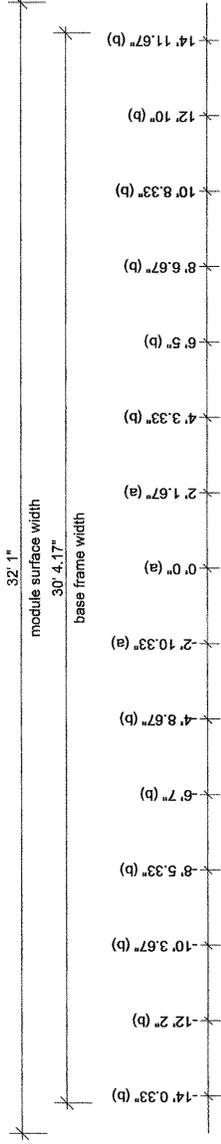


Please recycle.



04 25 13
(Rev. 16)





- End clamps: 30 pcs.
- ◆ Clamp plates: 57 pcs.
- Alu profile F-SET-HD: 3 pcs. 13' 5.42" (a), 12 pcs. 16' 8.79" (b)

DEGERtraker 6000NT

24 modules 6' 5" x 3' 3"



Local Development Finance Authority (LDFA) Rezoning Request

Background Information: In January, 2013, the City of South Haven Local Development Finance Authority (LDFA) purchased 16.8 acres located at 220 Aylworth Avenue. The property is currently zoned I-1B, a classification created to allow for a proposed, specific use and is only found on the two (2) city owned parcels proposed for rezoning and one 2.7 acre parcel which is adjacent and privately owned. On February 11, 2013, the LDFA adopted a resolution asking the planning commission to rezone the city owned property back to the I-1 zoning district (attached).

The owner of the adjacent 2.7 acre I-1B property, Lovejoy Self Storage LLC, was approached several times regarding the inclusion of his property in the rezoning. After discussion with his business partners, he requested not to be part of the proposed rezoning at this time.

The planning commission had discussed this rezoning in the past and it was agreed that the city should eliminate the I-1B zoning and return to the original two (2) industrial classifications. This rezoning will further that objective.

At the June 6, 2013 meeting, the planning commission held a public hearing on the request (minutes attached). Following the public hearing, where no comments were received, the Planning Commission unanimously approved a resolution recommending adoption of the rezoning to City Council (attached).

Recommendation: At the current meeting, City Council members may introduce the zoning ordinance amendment to the public. No action is required at this time unless Council members have concerns with the amendment which need to be directed back to the planning commission for further consideration.

At the next City Council meeting, the members may elect, through a simple majority vote, to adopt the zoning amendment as presented, deny the amendment or adopt the amendment with some modifications. If the amendment is adopted, it will become effective ten (10) days after the City Council vote. A draft ordinance for the amendment is included in this packet.

Support Material:

1. Rezoning Application and map
2. Resolution of request from the LDFA
3. Planning Commission Public Hearing Minutes
5. Planning Commission Resolution of Support
6. Draft Ordinance for City Council

Respectfully submitted,

Linda Anderson
Zoning Administrator

REZONING APPLICATION
CITY OF SOUTH HAVEN
BUILDING SERVICES DEPARTMENT
539 PHOENIX STREET, SOUTH HAVEN, MICHIGAN 49090
FOR INFORMATION CALL 269-637-0760

Date: January 15, 2013 Applicant: City of South Haven LDFA
(If applicant is not the owner of the subject property, a letter granting said applicant authority is required.)

Applicant Address: 539 Phoenix Street, South Haven, MI

Applicant Phone Numbers: 269-637-0775

Applicant e-mail: pvandenbosch@south-haven.com

Subject Property Address: 220 Aylworth Avenue
(A legal description and survey of the subject property is required to be submitted with this application.)

Existing Zoning District: I-1B

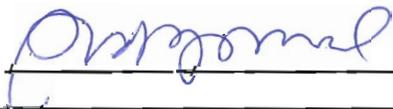
Zoning District Requested: I-1

Attach a list of the conditions for approval which apply to your request and comment on how your request will meet those standards:

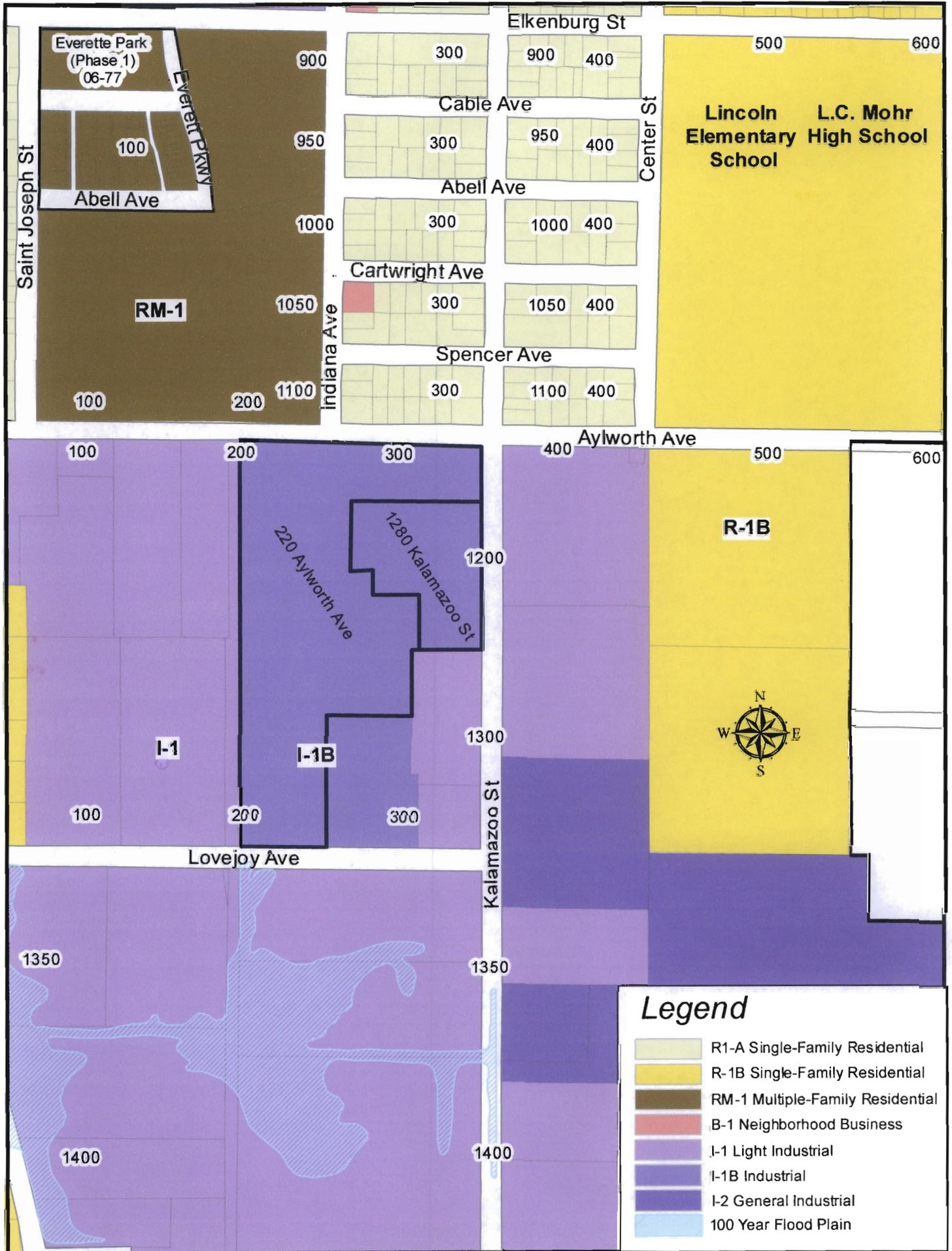
Applicant shall respond to the general standards in Sec. 2501 below and comment on how the requested Rezoning will meet the standards:

- General Standards - The matters to be considered by the Planning Commission shall include, but shall not be limited to, the following:
- a. What, if any, identifiable conditions related to the application have changed which justify the proposed amendment?
 - b. What are the precedents and the possible effects of such precedent which might result from the approval or denial of the application?
 - c. What is the impact of the amendment on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?
 - d. Does the proposed district change adversely affect environmental conditions, the character or the likely value of the surrounding property?
 - e. Does the proposed district change comply with the adopted City Comprehensive Plan? If not, and if the proposed zoning change is reasonable, in light of all other relevant factors, then the Plan should be amended before the requested zoning amendment is approved.
 - f. If a specific property is involved, can the property in question be put to a reasonable economic use in the zoning district in which it is presently located.
 - g. Is another procedure, such as a variance, special land use or planned unit development procedure a more appropriate alternative than a rezoning?

THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND SUBMITTED TO THE PLANNING COMMISSION FOR REVIEW. THE UNDERSIGNED REALIZES THAT ANY INFORMATION SUPPLIED IN SUPPORT HEREOF THAT IS NOT CORRECT COULD VOID ANY DECISION BY THE COMMISSION. SAID SIGNATOR ALSO ACKNOWLEDGES THAT IF THE PERMIT IS GRANTED, THE WORK WITHIN THE REQUEST MUST BE CARRIED OUT WITHIN ONE YEAR OF SAID APPROVAL OR SAID PERMIT APPROVAL BECOMES NULL AND VOID.

Applicant Signature  Date: January 15, 2013

Fee Waived



Legend

	R1-A Single-Family Residential
	R-1B Single-Family Residential
	RM-1 Multiple-Family Residential
	B-1 Neighborhood Business
	I-1 Light Industrial
	I-1B Industrial
	I-2 General Industrial
	100 Year Flood Plain

**LOCAL DEVELOPMENT FINANCE AUTHORITY
OF THE CITY OF SOUTH HAVEN
COUNTIES OF VAN BUREN AND ALLEGAN, MICHIGAN**

RESOLUTION NO. 2013-01

**A RESOLUTION REQUESTING THAT THE PROPERTY AT
220 AYLWORTH BE REZONED TO I-1 LIGHT INDUSTRIAL**

Minutes of a regular meeting of the Board of Directors of the Local Development Finance Authority of the City of South Haven, Allegan and Van Buren Counties, State of Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan, on February 11, 2013, at 4:00 p.m., local time.

Present, Boardmembers: Erdmann, Gawreliuk, Herrera, Kerber, Valentine, Varney

Absent, Boardmembers: Bolt, Henry, Klavins, Lewis, Rainey

The following preamble and resolution were offered by Boardmember Erdmann and supported by Boardmember Gawreliuk.

WHEREAS:

1. The Local Development Finance Authority (LDFA) has completed the purchase of the former Bohn Piston facility at 220 Aylworth Avenue.
2. The current zoning designation for the property was established to encourage an industrial development that did not occur.
3. The LDFA desires to change the zoning to be the same as that of adjacent parcels.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of South Haven Local Development Finance Authority hereby requests that the zoning of the property owned by the LDFA at 220 Aylworth Avenue (parcels 80-53-220-001-10 and 80-53-220-002-10) be changed to I-1 Light Industrial zoning.

Planning Commission

Regular Meeting Minutes

Thursday, June 6, 2013
7:00 p.m., Council Chambers



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

2. Roll Call

Present: Heinig, Miles, Smith, Soukup, Wall, Paull
Absent: Frost

Motion by Wall, second by Smith to excuse Frost.

All in favor. Motion carried.

2a. Election of Officers

Motion by Wall, second by Smith to nominate Paull as chair.

All in favor. Motion carried.

Motion by Wall, second by Smith to elect Heinig as co-chair.

All in favor. Motion carried.

3. Approval of Agenda

Motion by Wall, second by Heinig to approve the agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – April 11, 2013

Motion by Wall, second by Miles to approve the April 11, 2013 minutes as written.

All in favor. Motion carried.

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

None at this time.

6. New Business

Paull enumerated the basic requirements of a public hearing.

PUBLIC HEARINGS

a. Rezoning request

An Ordinance to Amend the Official Map of the South Haven Zoning Ordinance to Rezone 16.8 Acres from Industrial I-1B to Industrial 1-1.

Anderson noted that this rezoning has been discussed in the past. Paull pointed out that the rezoning will actually be reverting to the former zoning.

Motion by Wall, second by Soukup to open the public hearing.

All in favor. Motion carried.

Paull called for anyone who cared to speak. Seeing none . . .

Motion by Smith, second by Heinig to close the public hearing.

All in favor. Motion carried.

Motion by Smith, second by Wall to forward the rezoning request on to city council with a recommendation to rezone 220 Aylworth from I-1B Industrial to I-1.

Paull noted this has needed to be done.

All in favor. Motion carried.

**PLANNING COMMISSION
CITY OF SOUTH HAVEN**
Van Buren and Allegan Counties, Michigan

Commissioner Smith, supported by Commissioner Kozlik-Wall, moved the adoption of the following resolution:

RESOLUTION 2012- 0001

**RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL OF A
REZONING REQUEST SUBMITTED BY THE CITY OF SOUTH HAVEN LOCAL
DEVELOPMENT FINANCE AUTHORITY (LDFA)**

Whereas, on February 11, 2013, the LDFA submitted an application to rezone 16.8 acres located 220 Aylworth as depicted on the attached Exhibit A (the "Property"), from the I-1B Industrial zoning district to the I-1 (Light Industrial) zoning district; and

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on June 6, 2012, to receive and consider public comment on the rezoning application and to review the information and materials submitted by the applicant and others relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After reviewing the information, materials and comments submitted in relation to the LDFA rezoning application, pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

Based upon the application and other submitted materials, the Planning Commission determines that the rezoning of the Property to I-1 is consistent with the existing Master Plan and that the uses permitted by right and special use within the I-1 zoning district are consistent with existing uses and the general character of the area surrounding the Property.

2. The Planning Commission approves the LDFA rezoning application as submitted, (Case No. 2013-0008-REZ) and recommends that the City Council adopt the amendment.

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

YEAS: Commissioners: Heinig, Soukup, Miles, Paull, Smith, Wall, _____

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

ABSENT: Commissioners: Frost

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on June 6, 2013.

Date: June 7, 2013



Marsha Ransom, Recording Secretary

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE OFFICIAL MAP OF THE SOUTH HAVEN
ZONING ORDINANCE TO REZONE 16.8 ACRES FROM INDUSTRIAL I-1B TO
INDUSTRIAL 1-1.**

The City of South Haven Ordains:

The following properties are rezoned from the Industrial I-1B to Industrial I-1:

220 Aylworth
Parcel Number 80-53-220-001-10
13.3 acres

1280 Kalamazoo
3.5 acres
Parcel Number 80-53-220-002-10

SECTION 2

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

SECTION 3

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

SECTION 4

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

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 19 day of August, 2013.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this ___day of _____, 2013.

Robert G. Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren County, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the ___ day of _____, 2013; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ___ day of _____, 2013.

Amanda Morgan, City Clerk

**City of South Haven**

Zoning Ordinance Amendments to Section 201, Definitions

Background Information:

In August of 2012, the zoning board of appeals (ZBA) heard a request for zoning ordinance interpretation involving private streets and easements. The interpretation was required in part because the zoning ordinance did not include a definition for easement and the private streets definition was so vague as to be of little benefit.

Staff asked the city attorney to review the easement agreement under discussion and be present at the meeting to assist the ZBA with the interpretation. Following the meeting and at the request of the ZBA, the attorney prepared two (2) definition amendments to help the city avoid similar confusion in the future.

Recommendation:

The planning commission asks that the city council adopt the proposed amendments to Zoning Ordinance Section 201, as presented.

At the current meeting, City Council members may introduce the zoning ordinance amendment to the public. No action is required at this time unless Council members have concerns with the amendment which need to be directed back to the planning commission for further consideration.

At the next City Council meeting, the members may elect, through a simple majority vote, to adopt the zoning amendment as presented, deny the amendment or adopt the amendment with some modifications. If the amendment is adopted, it will become effective ten (10) days after the City Council vote. A draft ordinance for the amendment is included in this packet.

Support Material:

1. Planning Commission Public Hearing Minutes
2. Planning Commission Resolution of Support
3. Draft Ordinance for City Council

If you have questions or concerns prior to the City Council meeting, please let me know.

Respectfully submitted,
Linda Anderson
Zoning Administrator

Planning Commission

Regular Meeting Minutes

Thursday, June 6, 2013
7:00 p.m., Council Chambers



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

2. Roll Call

Present: Heinig, Miles, Smith, Soukup, Wall, Paull
Absent: Frost

Motion by Wall, second by Smith to excuse Frost.

All in favor. Motion carried.

3. New Business

Paull enumerated the basic requirements of a public hearing.

PUBLIC HEARINGS

b. Text Amendment #1

An Ordinance to Amend Section 201 of the South Haven Zoning Ordinance to Define “Easement” and “Private Road.”

Anderson noted that this amendment has also been previously discussed. We did not have these definitions during a previous meeting and the city attorney recommended these amendments to avoid any confusion in the future.

Motion by Wall, second by Soukup to open the public hearing.

All in favor. Motion carried.

Paull called for anyone who cared to speak. Seeing none . . .

Motion by Smith, second by Miles to close the public hearing.

All in favor. Motion carried.

Paul noted this will make it easier for the Zoning Board of Appeals in particular to make decisions regarding these items.

Motion by Wall, second by Soukup to forward the proposed ordinance amendments on to city council with a recommendation to adopt.

All in favor. Motion carried.

**PLANNING COMMISSION
CITY OF SOUTH HAVEN**

Van Buren and Allegan Counties, Michigan

Commissioner Kozlik-Wall, supported by Commissioner Soukup, moved the adoption of the following resolution:

RESOLUTION 2012- 0002

RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL OF A ZONING ORDINANCE AMENDMENT TO SECTION 201 TO DEFINE EASEMENT AND CLARIFY THE DEFINITION OF PRIVATE ROAD

Whereas, The City Zoning Board of Appeals (ZBA) has encountered difficulty in interpreting the zoning ordinance without the support of certain definitions, and

Whereas, the ZBA has requested that the City Planning Commission consider adding a definition for *easement* and amending the definition for *private road* to the zoning ordinance to assist in future interpretations and general ordinance administration, and

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on June 6, 2012, to receive and consider public comment on the proposed zoning ordinance amendments and to review the information and materials submitted by the applicant and others relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After reviewing the information, materials and comments submitted in relation to the zoning amendment request, pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

Based upon the application and other submitted materials, the Planning Commission determines that the proposed amendments are consistent with the intent and purpose of the zoning ordinance and are necessary to insure consistent interpretation.

2. The Planning Commission approves the amendments as submitted, (Case No. 2013-0009) and recommends that the City Council adopt the amendments.

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

YEAS: Commissioners: Heinig, Soukup, Miles, Paull, Smith, Wall, _____

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

ABSENT: Commissioners: Frost

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on June 6, 2013.

Date: June 7, 2013

Marsha Ransom, Recording Secretary

**CITY COUNCIL
CITY OF SOUTH HAVEN**

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 201 OF THE SOUTH HAVEN
ZONING ORDINANCE TO DEFINE “EASEMENT” AND “PRIVATE
ROAD”**

The City of South Haven Ordains:

Section 1. Amendment. Sections 201.5 and 201.16 of the South Haven Zoning Ordinance are amended to read as follows:

Sec. 201.5. “E”.

Easement: An interest in land that entitles its holder to the limited use of another’s property for a specified purpose.

Efficiency Unit: A dwelling unit consisting of one (1) room and having such facilities as kitchen, closets, bathrooms, and hallways in or immediately adjoining such room.

Erected: The word “erected” includes built, constructed, altered, reconstructed, moved upon, or any physical operations on the premises, which are required for a building or structure. Excavation, fill, drainage, and the like, shall be considered a part of erection when done in conjunction with a structure.

Essential Services: The erection, construction, alteration, or maintenance by public utilities or municipal departments of underground, surface, or overhead gas, electrical, steam, fuel or water transmission or distribution systems; collection, telephone, communication, supply or disposal system; including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals and hydrants in connection therewith which are necessary for the furnishing of adequate service by such utilities or municipal departments for the general health, safety, convenience or welfare of the public, but not including towers, or office buildings, substations, or structures which are enclosures or structures for service equipment, or maintenance depots.

Excavation: Any breaking of ground, except common household gardening and ground care.

Sec. 201.16. “P”.

Parcel: A lot described by metes and bounds or described in a recorded plat, or as used in Article XVI, a continuous area or acreage of land, which is under the same ownership at the time of the high-risk erosion area designation.

Park: A parcel of land, building or structure used for recreational purposes including but not limited to playgrounds, sport fields, game courts, beaches, trails, picnicking areas, and leisure time activities.

Parking Spaces: An area of definite length and width used for the parking of a motor vehicle. Said area shall be exclusive of drives, aisles, or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

Permanent Foundation: As used in Article XVI, a foundation for a structure that includes all frost-free foundations as regulated by the building code as well as concrete block, poured concrete, and slabs or other materials used to support the walls of a building, even if they do not extend down below the frost free line.

Permanent Structure: As used in Article XVI, any one (1) of the following structures that is erected, installed, or moved on a parcel of property:

1. A residential building.
2. A commercial building.
3. An industrial building.
4. An institutional building.
5. A mobile home.
6. Accessory and related buildings.
7. Septic systems.
8. Tile fields.
9. Other waste handling facilities.

A permanent structure shall be considered small if it has a foundation size of three thousand five hundred (3,500) square feet or less and less than five (5) individual living units. All other permanent structures shall be considered large. The term does not include recreational vehicles, travel trailers, or other recreational units. The term also does not include accessory structures, which have less than two hundred and twenty five (225) square feet, which are used for picnicking, storing of recreational, or lawn equipment, and which are constructed in a manner that facilitates easy removal. The accessory structure shall not have a permanent foundation and shall not be used as a residential facility.

Person: Means an individual, partnership, association, trust, or corporation, or any other legal entity or combination of legal entities.

Planned Unit Development: A tract of land or lot, developed under single ownership or management as a separate neighborhood or community unit. The development shall be based on an approved site plan, which allows flexibility of design not available under normal zoning district requirements. The plan may contain a mixture of housing types, common open space, and other land uses as provided in this Ordinance.

Plat: A map of a subdivision of land recorded with the County Register of Deeds pursuant to Public Act 288 of 1967, or a prior statute.

Plot Plan: A drawing showing the proposed placement of a new building, dwelling structure or use, or an addition to a building, structure, or use on a parcel of land. See Section 2102.

Porch: A roofed open area, which may be screened, usually attached to or part of and with direct access to or from a building. A porch becomes a room when

the enclosed space is heated or air-conditioned and when the percentage of window area to wall area is less than fifty (50) percent.

Principal Structure: As used in Article XVI, the main building on a lot or parcel, including but not limited to, residential, commercial, industrial, institutional structures and mobile homes. In the high-risk erosion areas described in this Ordinance, principal structure also includes septic systems, tile fields, any on-site waste handling facility, garages and any other building designed and intended for permanent use.

Principal Use: The primary or predominant use of any lot or parcel of land.

Private Road: A private way or means of approach, other than an alley, right-of-way or easement, providing access to two (2) or more abutting lots, and which is constructed and maintained by the owner or owners and is not dedicated for general public use.

Public Utility: A person, firm or corporation, municipal department, board or commission, duly authorized to furnish and furnishing under federal, State, or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation, or water.

SECTION 2: If any portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

SECTION 4: This ordinance shall take effect ten (10) days after its adoption or upon its publication in the *South Haven Tribune*, whichever occurs later.

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 19 day of August, 2013.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this ___ day of _____, 2013.

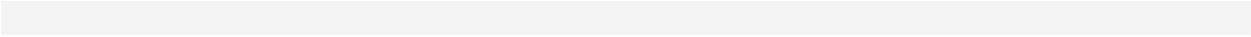
Robert G. Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren County, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the ___ day of

_____, 2013; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ____ day of _____, 2013.

Amanda Morgan, City Clerk





Proposed Amendments to Article XX, Sections 2001 and 2008, Signs

City of South Haven

Background Information: In February of 2013, the zoning board of appeals (ZBA) heard a request for a zoning ordinance variance to allow a freestanding sign in a residential zone. The sign was requested by the Historical Society on Hubbard Street. The variance was granted but the ZBA members questioned the requirement for non-profit or institutional land uses in residential zones to always go to the ZBA for such signs. The members asked that the planning commission review the requirements for signs in residential zoning districts and consider making such sign approval administrative.

The planning commission subsequently discussed the matter and asked staff to proceed with a text amendment.

The planning commission held a public hearing on June 6, 2013 (minutes included). There were no comments received. The planning commission moved unanimously to forward the draft amendment to the city council.

Recommendation: The planning commission requests that the city council adopt the proposed sign amendment as written.

At the current meeting, City Council members may introduce the zoning ordinance amendment to the public. No action is required at this time unless Council members have concerns with the amendment which need to be directed back to the planning commission for further consideration.

At the next City Council meeting, the members may elect, through a simple majority vote, to adopt the zoning amendment as presented, deny the amendment or adopt the amendment with some modifications. If the amendment is adopted, it will become effective ten (10) days after the City Council vote. A draft ordinance for the amendment is included in this packet.

Support Material:

Public hearing minutes
Planning Commission Resolution
Proposed Ordinance Amendment

Respectfully submitted,
Linda Anderson
Zoning Administrator

Planning Commission

Regular Meeting Minutes

Thursday, June 6, 2013
7:00 p.m., Council Chambers



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

2. Roll Call

Present: Heinig, Miles, Smith, Soukup, Wall, Paull
Absent: Frost

Motion by Wall, second by Smith to excuse Frost.

All in favor. Motion carried.

3. New Business

Paull enumerated the basic requirements of a public hearing.

PUBLIC HEARINGS

c. Text Amendment #2

An Ordinance to Amend Section 2001 and 2008 of The South Haven Zoning Ordinance to allow for Institutional Signage in Residential Zones

Anderson said the city did not allow freestanding signs in residential zones. The Zoning Board of Appeals questioned the requirement for nonprofits and institutional land uses in residential zones to always go to the Zoning Board of Appeals for such signs. Anderson read the definition which was drafted and noted that regulations for these signs include that they can be freestanding or on a wall, but not both. .

Lighting was discussed. Anderson noted that most of these uses are not open in evening on a regular basis anyway. Regulations include that the sign cannot be lit from within; cannot send a glare to neighboring properties and the light has to be on top and shine down. It almost must be night-sky compliant; shielded so nothing would shine outward or upward. There are specific times when such signs can be lit.

This amendment, Anderson noted, would allow approval of such signs to be an administrative decision, to make it easier for non-profits or institutions to obtain signs if they are allowed in the residential zone. Anderson said this does not open the door to any other residential signs.

Motion by Wall, second by Soukup to open the public hearing.

All in favor. Motion carried.

Paull called for anyone who cared to speak. Seeing none . . .

Motion by Smith, second by Miles to close the public hearing.

All in favor. Motion carried.

Paull called for discussion by the board.

Smith noted that he liked the detail, and likes administrative control in such cases because it gobbles up everyone's time otherwise.

Motion by Smith, second by Smith to forward the proposed ordinance amendments on to city council with a recommendation to adopt.

All in favor. Motion carried.

**PLANNING COMMISSION
CITY OF SOUTH HAVEN**

Van Buren and Allegan Counties, Michigan

Commissioner Kozlik-Wall, supported by Commissioner Soukup, moved the adoption of the following resolution:

RESOLUTION 2012- 0003

**RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL OF A ZONING
ORDINANCE AMENDMENT TO SECTIONS 2001 AND 2008 TO ALLOW FOR
INSTITUTIONAL AND NONPROFIT SIGNS IN RESIDENTIAL ZONES**

Whereas, the City Zoning Board of Appeals (ZBA) has encountered applications to allow identification signage for nonprofit uses in the residential zoning districts, and

Whereas, the city zoning ordinance does not permit this signage without a variance from the ZBA, and

Whereas, the ZBA has requested that the City Planning Commission consider amending the ordinance to allow administrative approval of such signs under specified conditions, and

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on June 6, 2012, to receive and consider public comment on the proposed zoning ordinance amendments and to review the information and materials submitted by the applicant and others relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After reviewing the information, materials and comments submitted in relation to the zoning amendment request, pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

Based upon the application and other submitted materials, the Planning Commission determines that the proposed amendments are consistent with the intent and purpose of the zoning ordinance and are necessary to insure consistent interpretation.

2. The Planning Commission approves the amendments as submitted, (Case No. 2013-0007) and recommends that the City Council adopt the amendments.

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

YEAS: Commissioners: Heinig, Soukup, Miles, Paull, Smith, Wall, _____

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

ABSENT: Commissioners: Frost

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on June 6, 2013.

Date: June 7, 2013

Marsha Ransom, Recording Secretary

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO - ____

AN ORDINANCE TO AMEND SECTION 2001 AND 2008 OF THE SOUTH HAVEN ZONING ORDINANCE TO ALLOW FOR INSTITUTIONAL SIGNAGE IN RESIDENTIAL ZONES

The City of South Haven Ordains:

SECTION 1 - Amendment. Sections 2001 and 2008 of the South Haven Zoning Ordinance are amended to read as follows:

**ARTICLE XX
SIGNS**

SECTION 2001. DEFINITIONS

Institutional Signs: A sign, which by symbol or name, identifies an institutional or not- for-profit use permitted in a residential zoning district and may also provide the announcement of services or activities to be held therein.

SECTION 2008. PERMITTED SIGNS

All signs in this Section shall require a building permit and comply with the regulations set forth in this Article.

1. Signs permitted in the R-1A, R-1B, R-1C, R-2 and RM-1 Districts		
Wall signs for residences with 6 or fewer units		
Number	1 per lot or parcel	
Size	2 sq. ft. maximum	
Location	Attached anywhere on the front of the structure below the second floor level and within eight (8') feet of the front wall of the structure.	
Wall signs for home occupations		
Number	1 per lot or parcel	
Size	2 sq. ft. maximum	
Location	On the wall facing the street.	
Wall signs for multiple-family complexes having 6 or more units, and nonresidential uses		
Number	1 per lot or parcel	
Size	12 sq. ft. maximum	
Location	On the wall facing the street.	
Subdivision entry signs		
Number	2 per development.	
Size	32 sq. ft. maximum per sign	
Location	Less than 16 sq. ft.	Minimum 2 ft. from any property line
	More than 16 sq. ft.	Minimum 8 ft. from any property line
Height	6 ft. maximum	
Signs for bed and breakfast establishments		
Number	Freestanding	1 per establishment
	Wall	1 per establishment

	No establishment may have both a wall and a freestanding sign.	
Size	RM-1	32 sq. ft. maximum
Location	Freestanding	Minimum 8 ft. from any property line
	Wall	On the wall facing the street.
Signs for Institutional Uses		
Number	Freestanding	1 per parcel except on a corner lot where 1 sign is permitted on each street front
	Wall	1 per parcel except on a corner lot where 1 sign is permitted on each street front
	An establishment may have both a wall and a freestanding sign on any street front	
Size	Freestanding	30 square feet; height not to exceed 5 feet
	Wall	20 square feet; height not to exceed 4 feet
Location	Freestanding	A minimum of 5 feet from the street right-of-way or the average setback of the residences on both sides, whichever is more restrictive
	Wall	No more than 20 feet above the average grade of the wall on which the sign is placed
Lighting	No internal lighting. Any external lighting fixtures used to illuminate a sign shall be mounted on top of the sign structure and directed and shielded such that no light rays are emitted beyond the sign display area. Lights shall be turned off between the hours of 11:00 PM and 7:00 AM.	

SECTION 2

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

SECTION 3

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

SECTION 4

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

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 19 day of August, 2013.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this ___ day of _____, 2013.

Robert G. Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren County, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the ___ day of _____, 2013; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ___ day of _____, 2013.

Amanda Morgan, City Clerk



City of South Haven

Department of Public Works

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

MEMORANDUM

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

From: Larry Halberstadt, PE, City Engineer

Date: August, 13, 2013

RE: Bascule Bridge Improvements, MDOT Contract Approval

Background Information

The City of South Haven has received two grant awards from the Michigan Department of Transportation for rehabilitation of the Dyckman Avenue Bascule Bridge over the Black River. Funding is being provided via the Small Urban Program and the Local Bridge Program. The proposed work will replace the original hydraulic and electric systems that have exceeded their design life span. This work is necessary to ensure that the movable bridge leaves continue to operate in a satisfactory manner into the future. In addition, concrete and steel bridge decks will be rehabilitated to improve ride quality and sidewalks will be repaired to ensure safety for pedestrians.

The City is required to provide matching funds for each grant program in accordance with the program requirements. In addition, the City is required to pay 100% of all engineering, legal, and administrative costs necessary to complete the project. These costs include development of all necessary plan and bid documents, plus construction inspection, testing, and administration services.

On August 6, 2012, Council approved a contract with Hardesty & Hanover, LLC to provide engineering services for this project. The design engineering is now complete and the Michigan Department of Transportation is currently soliciting bids for this project. The total construction cost is estimated to be \$2,005,600. Of that amount, the City of South Haven's participating share is anticipated to be \$286,200. A detailed breakdown of the Cost Participation can be found in Exhibit I of the attached contract.

The Michigan Department of Transportation requires that the City approve and sign the attached contract which stipulates the terms of the grant award. The contract requires that the City make progress payments to the Michigan Department of Transportation as construction progresses. The Michigan Department of Transportation will hold the construction contract and will pay the contractor for work completed. Similar contracts have been entered into for the Wells Street Improvements in 2011 and 73rd Street Improvements in 2010.

Memorandum

August 13, 2013

Bascule Bridge Improvements, MDOT Contract Approval

Page 2 of 2

Recommendation

Council should be requested to review and approve the contract at their regularly scheduled meeting on August 19, 2013. The attached resolution should be passed authorizing the City Manager and City Clerk to sign the contract on behalf of the City.

Attachments

MDOT Letter

MDOT Contract

Resolution 2013-49



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

August 5, 2013

Ms. Amanda Morgan, City Clerk
City of South Haven
City Hall
539 Phoenix Street
South Haven, Michigan 49090

Dear Ms. Morgan:

RE: MDOT Contract Number: 13-5414
Control Section: BHT 80017; STUL 80449
Job Number: 115782; 117021

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

_____ **Do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

_____ **Secure the necessary signatures on the enclosed contracts.**

_____ **Include two (2) certified resolutions.** The resolution should specifically name the officials who are authorized to sign the contract and include the contract number.

_____ **Return the original and copy of the contract to:**

Attention: Kathy J. Fulton
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, the contracts need to be returned within 35 days from the date of this letter. A copy of the executed contract will be forwarded to you.

If you have any questions, please feel free to contact me at fultonk@michigan.gov or (517) 373-4161.

Sincerely,

Kathy J. Fulton
Contract Monitoring/Reporting Technician
Development Services Division

Enclosure

LOCAL BRIDGE
FEDERAL

CAB

Control Section BHT 80017; STUL 80449
Job Number 115782; 117021
Project BHT 1380(016); STP 1380(015)
Federal Item No. RR 8517; HH 8821
Structure B02 OF 80-17-02 (#10808)
CFDA No. 20.205 (Highway Research
Planning & Construction)
Contract No. 13-5414

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SOUTH HAVEN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of South Haven, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 15, 2013, attached hereto and made a part hereof:

PART A – BHT 80017; JOB #115782; BHT 1380(016); RR 8517

Rehabilitation work for the structure B02 of 80-17-02 (#10808), which carries Dyckman Avenue over the Black River, T1S, R17W, City of South Haven, Van Buren County, Michigan; including electrical, hydraulic machinery, and beam plate seal perimeter work; and all together with necessary related work.

PART B – STUL 80449; JOB #117021; STP 1380(015); HH 8821

Rehabilitation work for the structure B02 of 80-17-02 (#10808), which carries Dyckman Avenue over the Black River; including bascule span open grid deck and stringer replacement, concrete deck overlay, slope and scour repair, and maintaining traffic work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
 - B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Federal Highway Bridge Replacement and Rehabilitation Program Funds will be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 80 percent. The state Local Bridge Funds will be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 15 percent. The balance of the eligible items of the PART A portion of the PROJECT COST, after deduction of Federal Funds and State Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing

rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PART B portion of the PROJECT is calculated by using the federal funding for the PART B portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART B portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PART B portion of the PROJECT is determined by the current funding authorization for the PART B portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to

identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SOUTH HAVEN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: _____

By _____
Department Director MDOT

By _____
Title: _____



July 15, 2013

EXHIBIT I

CONTROL SECTION BHT 80017; STUL 80449
JOB NUMBER 115782; 117021
PROJECT BHT 1380(016); STP 1380(015)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,415,100	\$590,500	\$2,005,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,415,100	\$590,500	\$2,005,600
Less Federal Highway Bridge Replacement and Rehabilitation Program	\$1,132,100	\$ -0-	\$1,132,100
Less Federal Surface Transportation Funds*	\$ -0-	\$375,000	\$ 375,000
Less state Local Bridge Funds	<u>\$ 212,300</u>	<u>\$ -0-</u>	<u>\$ 212,300</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 70,700	\$215,500	\$ 286,200

*Federal Surface Transportation Funds for the PART B portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-49

A RESOLUTION TO APPROVE MICHIGAN DEPARTMENT
OF TRANSPORTATION CONTRACT 13-5414

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on August 19, 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 Michigan Department of Transportation has selected the City of South Haven to receive funding from the Federal Highway Bridge Replacement and Rehabilitation Program, the Federal Surface Transportation Program, and State Local Bridge Program; and,

WHEREAS, the funding is to be utilized for rehabilitation of the City's Bascule Bridge located on Dyckman Avenue over the Black River; and,

WHEREAS, the Michigan Department of Transportation and City of South Haven desire to enter into a contract to complete the rehabilitation work;

NOW, THEREFORE BE IT RESOLVED that the City of South Haven does hereby accept MDOT Contract Number 13-5414, Control Sections BHT 80017 and STUL 80449, Job Numbers 115782 and 117021.

BE IT FURTHER RESOLVED that Brian Dissette, City Manager and Laurence Halberstadt, City Engineer are authorized to sign the said contract.

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 19 day of August, 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



Agenda Item 11

Great Lakes Fishery Trust Fund Grant Application

Background Information:

The City Council will be asked to consider a resolution authorizing the City Manager to apply for Great Lakes Fishery Trust Fund (GLFT) grant funds for the Black River Park improvement project.

The grant application seeks funds for construction of a fishing area, seawall, and parking area improvements to Black River Park (at the site of the former Street Department.) The seawall design will incorporate boulders, as opposed to a steel seawall, in an effort to provide a habitat for river species. In 2011, the draft design was reviewed and approved by the City's Harbor Commission and Parks Commission. Should the grant be approved, staff will present an updated park design to those boards, and the Planning Commission for consideration, prior to seeking final approval from the City Council to construct the project.

The funding request seeks \$105,000 in grant and the City may provide up to a \$51,200 local match for the project.

The GLFT is an innovative funding source created in April 1996 as part of the settlement with Consumers Energy and the Detroit Edison Company for fish losses caused by the operation of the Ludington Pumped Storage Plant. The utilities provide annual compensation to the GLFT for fish losses caused by the plant. The GLFT provides funding to educational institutions, nonprofit organizations, and government agencies for projects related to Great Lakes fisheries to provide mitigation for the losses. GLFT funds are used for

- Public education relating to the Great Lakes fishery;
- Research on the Great Lakes fishery, with special emphasis on rehabilitation of lake sturgeon and lake trout;
- Fishery habitat protection and restoration, with special emphasis on the Muskegon River Watershed; and
- Increased fishing access, including land acquisition and site enhancement, to the Great Lakes fishery for shore-based angling and tribal fishing.

Since 1998, the GLFT has awarded over \$44 million in grants to enhance the Great Lakes fishery. Should the City Council wish to continue the application process, the City Council must now adopt a resolution which authorizes staff to apply for the GLFT grant.

Recommendation:

The City Council should consider approval of Resolution 2013-50, a resolution which authorizes the City Manager to apply for Great Lakes Fishery Trust Fund (GLFT) grant funds for the Black River Park improvement project.

Support Material:

Resolution 2013-50
Planned Park Improvements

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-50

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A
GREAT LAKES FISHERY TRUST FUND GRANT FOR THE BLACK RIVER PARK
FISHING ACCESS SITE EXPANSION

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, held on August 19, 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 Black River Park (the former Street Department site) is in need of fishing access improvements; and

WHEREAS, expansion of the Black River Park would increase access to recreational opportunities, including fishing for Great Lakes species and provide a habitat for river species;

WHEREAS, expansion of the Black River Park would provide additional parking, connectivity between the existing and the proposed fishing access sites via a river bank erosion control; and

WHEREAS, funding is available from the Great Lakes Fishery Trust Fund; and

WHEREAS, total project cost is estimated at about \$156,200 approximately 67% (\$105,000) of which would be funded through the Great Lakes Fishery Trust Fund and 33% (\$51,200) would be a local match.

NOW THEREFORE BE IT RESOLVED, that the City of South Haven does hereby authorize the City Manager to make application to the Great Lakes Fishery Trust Fund in the amount of \$156,200 for the Black River Park Fishing Access Site Expansion project and commits that the local match shall be provided if the project is funded.

RECORD OF VOTE:

Yeas: _____

Nays: _____

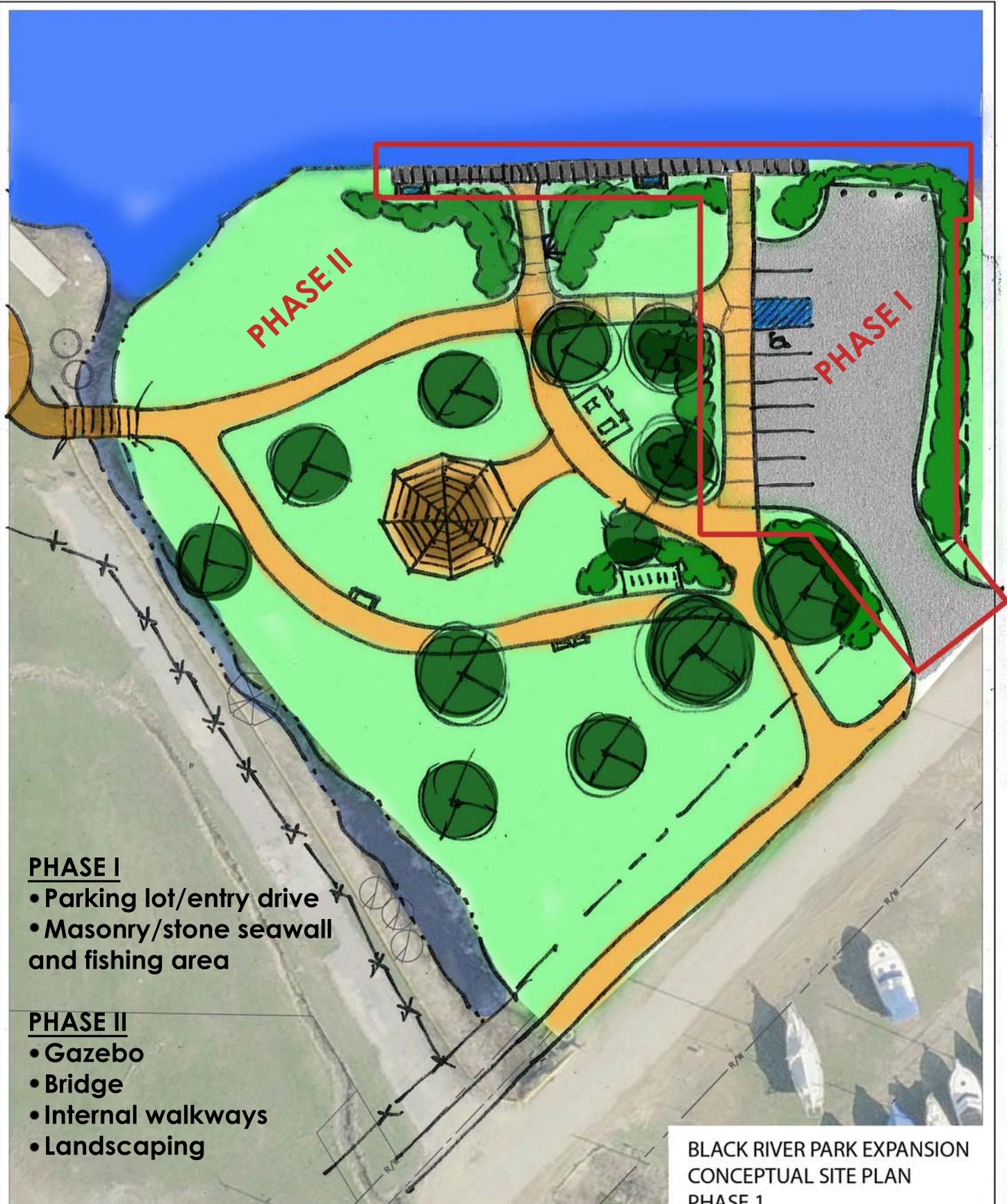
RESOLUTION DECLARED ADOPTED.

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 19th day of August, 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



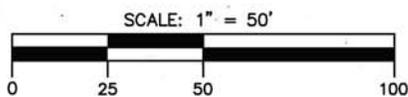
PHASE I

- Parking lot/entry drive
- Masonry/stone seawall and fishing area

PHASE II

- Gazebo
- Bridge
- Internal walkways
- Landscaping

BLACK RIVER PARK EXPANSION
CONCEPTUAL SITE PLAN
PHASE 1



ABONMARCHE

Confidence By Design