

# City Council

## Regular Meeting Agenda

Monday, April 7, 2014  
7:00 p.m., Council Chambers



### 1. Call to Order

### 2. Invocation

- Pastor Simon Harrington – Solomon's Temple

### 3. Roll Call

### 4. Proclamation of the Order of Free and Accepted Masons

### 5. Approval of Agenda

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

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

A. Council will be requested to approve the City Council Minutes of March 17, 2014.

B. Bills totaling \$1,497,638.75 for the period ending April 8, 2014 be approved and forwarded to the Clerk and Treasurer for payment.

C. Council will be asked to approve the bids, quotes, and proposals for Elkenburg Park Phase II.

D. Council will be asked to award contractual services for Core City Secondary Upgrades – Phase 1, to Kent Power, Inc. of Kent City, Michigan in the amount of \$478,852.98.

E. Council will be asked to approve award of Veterans Boulevard Underground Project materials quotes and construction bids as follows:

1) Medium Voltage Underground Cable to Power Line Supply in the amount of \$176,700.

2) Padmount Switchgear to Champion-Charter in the amount of \$48,018.00.

3) Conduit Installation to Compton, Inc. in the amount of \$117,917.50.

4) Electrical Cable and Equipment Installation to Kent Power, Inc. in the amount of \$118,215.95.

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

1) 10-28-2013 ZBA Minutes

2) 01-15-2014 Airport Minutes

3) 02-18-2014 Harbor Commission Minutes

4) 02-18-2014 LBHM Minutes

5) 02-21-2014 BPU Special Meeting Minutes

6) 02-26-2014 Housing Commission Minutes

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

## NEW BUSINESS

- 7. Council will be asked to consider Resolution 2014-14, a resolution amending the cost-based formula rate agreement for full requirements electric service by and between Indiana Michigan Power Company and the City of South Haven.**
- 8. Council will be asked to approve a license and lease agreement with the Michigan Maritime Museum.**
- 9. Council will be asked to consider the following items regarding Senior Services:**
  - A. Consider Resolution 2014-15, a resolution placing a Senior Services millage proposal on the August 5, 2014 ballot.**
  - B. Consider Resolution 2014-16, a resolution establishing a contract with Senior Services.**
- 10. Council will be asked to consider approval of the bid for the Liberty Hyde Bailey Museum exterior painting project, in the amount of \$31,100.**
- 11. Council will be asked to schedule a series of budget workshops for the upcoming fiscal year.**
- 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. Council will be asked to go into closed session pursuant to Michigan Open Meetings Act; Public Act No. 267 of 1976; 15.268; Sec. 8(d) to discuss pending litigation.**
- 16. Adjourn**

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

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

## ***PROCLAMATION***

*WHEREAS, Star of the Lake Lodge #158 was chartered in South Haven in 1864, one hundred fifty years ago, and*

*WHEREAS, Liberty Hyde Bailey Senior, prominent citizen and fruit farmer was the first Worshipful Master of the Lodge, and*

*WHEREAS, the current Star of the Lake Lodge building located at 321 Center Street began construction in 1913, and the Michigan Grand Lodge dedicated the building in 1914, one hundred years ago, and*

*WHEREAS, many officers and members of Star of the Lake Lodge have given public service to the City of South Haven, including Benjamin F. Heckert the first village attorney and E. S. Dyckman the first Mayor, and*

*WHEREAS, the 2014 building centennial and organization sesquicentennial anniversary celebrations honor member and Past Master, Richard Burrows, MSA, 33<sup>rd</sup>, who is director of the Scottish Rite Liberty Hyde Bailey Club degree team, and*

*WHEREAS, the Order of Free and Accepted Masons has been a Charitable and Compassionate benefactor of the South Haven Community for one hundred fifty years,*

*NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of South Haven does hereby proclaim the week of April 13-19, 2014 as South Haven Free and Accepted Mason Week.*

*In witness Whereof, I have hereunto set my hand and caused the Seal of the City of South Haven to be affixed this 7<sup>th</sup> day of April, 2014.*

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**Robert G. Burr, Mayor**  
**City of South Haven, Michigan**

# City Council

## Regular Meeting Minutes

Monday, March 17, 2014  
7:00 p.m., Council Chambers



### 1. Call to Order

### 2. Invocation

- Linda Olsen – We Care I.N.C.

### 3. Roll Call

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

### 4. Approval of Agenda

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

Voted Yes: All. Motion Carried.

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

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

- A. Council will be requested to approve the City Council Minutes of March 3, 2014.
- B. Bills totaling \$1,030,557.80 for the period ending March 18, 2014 be approved and forwarded to the Clerk and Treasurer for payment.

A Roll Call Vote was taken:

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

Nays: None

Voted Yes: All. Motion Carried.

### BOARD & COMMISSION APPOINTMENTS

### 6. Council will be asked to consider the appointment of Bill Roberts to fill a 5-year term on the BPU Board expiring in 2018.

Bill Roberts introduced himself as candidate for BPU Board.

Moved by Fitzgibbon, to approve the appointment of Bill Roberts to fill a 5-year term on the BPU Board expiring in 2018. Seconded by Kozlik Wall.

Voted Yes: All. Motion Carried.

## UNFINISHED BUSINESS

### **7. Council will be asked to approve the zoning ordinance amendment, modifying certain general provisions and establishing regulations for wind energy turbines with provisions for special use permit requests.**

*Background Information:* At the January 13, 2014 city council meeting, several concerns were raised regarding the proposed Wind Turbine Ordinance. Since that meeting, staff has worked to address those concerns and make necessary adjustments to the draft text. Wind Ordinances in several Michigan cities and townships were reviewed as part of this process.

The attached draft ordinance includes the proposed changes in yellow highlight. Staff has also included a revised Wind Turbine Height Map. In summary, the changes proposed include:

Section 2 Definitions: *Ambient Sound Level* has been changed to *Continuous Background Sound Level*. The definition remains the same.

A definition for dB(C) (low frequency sound measurement) was added. dB(c) limits were not included in the previous version of the ordinance.

Section 3 Locational Requirements: This section was revised to permit turbines up to 200 feet in height in areas zoned B-4, I-1 and I-2 when located east of Blue Star Highway only. Other areas of the city have a 40 foot height limit.

Section 4: Site Requirements: Subsection B was revised to relate to ice throw or component failure instead of noise.

Subsection F was revised to increase the buffer area from three (3) times the rotor diameter to seven (7) times the diameter.

Section 6: Buffering Requirements: The previous ordinance had a sound limit of 55 decibels (dB(A)) or the ambient sound level plus 5 dB(A), whichever was less. This limit has now been reduced to 40 dB(A) between the hours of 10:00 p.m. and 6:00 a.m. and 45 dB(A) between the hours of 6:00 a.m. and 10:00 p.m.

Limits have also been added regarding the dB(C) level and acceptable vibration from the turbine. The added text reads, "Vibrations from a Wind Turbine shall not be humanly perceptible beyond the turbine property and in no case shall the sound emanating from the Wind Turbine exceed 50 dB(C) between the hours of 10:00 p.m. and 6:00 a.m. or 55 dB(C) between the hours of 6:00 a.m. to 10:00 p.m. as measured at any adjacent property line".

In Subsection d, a reference was inserted to clarify the amount of vibration allowed by a measurement of Hz.

Moved by Patterson, to approve the zoning ordinance amendment, modifying certain general provisions and establishing regulations for wind energy turbines with provisions for special use permit requests. Seconded by Fitzgibbon.

Voted Yes: All. Motion Carried.

**8. Council will be asked to approve an ordinance to amend the text of the South Haven zoning ordinance to allow for single family detached dwellings in the B-3 waterfront business zone.**

*Background Information:* The planning commission considered this amendment to the B-3 zoning district after becoming aware that there were several scattered small lots in the zone unusable for any permitted use. During a review and drive through of the B-3 zone area, a subcommittee of planning commission members also found a number of single family homes existing in the zone which are currently in nonconformance with the zoning district requirements.

On January 9, 2014, the planning commission held a public hearing on the matter of adding single family residences on individual lots to the B-3 Waterfront Business regulations. A decision on the matter was delayed until the February 6 meeting in order to give the planning commission more time to consider comments heard and determine if additional changes were needed to the proposed amendment. At the February meeting, the planning commission voted unanimously to recommend approval of the amendment to the city council.

The proposed ordinance provides that only lots of a size or configuration not adequate to support other permitted uses should be made available for single family homes.

It is not the intent of this amendment to encourage redevelopment of existing waterfront businesses. Staff and planning commission realize the importance of water related businesses to the vitality of the city. Any proposed conversion of a current permitted use to a single family home(s) will need a special use permit from the planning commission. The application for that permit shall include a compelling argument that the proposed use is more beneficial to the community than the existing use.

Mayor Burr requested to abstain from voting.

All of council consented.

Moved by Kozlik Wall, to approve an ordinance to amend the text of the South Haven zoning ordinance to allow for single family detached dwellings in the B-3 waterfront business zone. Seconded by Patterson.

A Roll Call Vote was taken:

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

Nays: None

Abstain: Burr

Voted Yes: All. Motion Carried.

NEW BUSINESS

**9. Van Buren Conservation District will provide an update to Council.**

**10. Council will be asked to authorize submittal of the weather buoy grant application to NOAA.**

*Background Information:* In January, the City and Limnotech submitted a preproposal for a grant to fund the acquisition of a weather buoy to NOAA. NOAA responded encouraging the submittal of a full proposal for the grant.

Limnotech has provided a letter regarding project estimated costs and how the annual operation and maintenance cost would be funded and invoiced. Limnotech will invoice the donors directly. Total annual costs are estimated to be \$27,550 or less, depending on the level of maintenance needed, and on local assistance in deploying and retrieving the buoy.

The South Haven Steelheaders have been working to find donors for the weather buoy project. Donors include Van Buren County, South Haven Yacht Club, South Haven Steelheaders, the Convention and Visitor's Bureau, Louis Padnos Iron & Metal Company, Covert Generating, Coast Guard Auxiliary and River Bend Boat Club. The City's commitment to the weather buoy is \$5,000 per year for five years. As of March 11, total annual commitments from all donors are \$15,000. The South Haven Steelheaders are continuing to solicit donors.

In order to proceed with the grant application, City Council is requested to authorize submittal of the weather buoy grant application to NOAA. The application deadline is March 23. Awards will be announced on May 12.

Moved by Patterson, to authorize submittal of the weather buoy grant application to NOAA.  
Seconded by Klavins.

Voted Yes: All. Motion Carried.

**11. Council will be asked to take the following actions regarding the Michigan Natural Resources Trust Fund grant application:**

**A. Hold a public hearing regarding the request.**

**B. Consider Resolution 2014-13 a resolution allowing for the application of a Michigan Natural Resources Trust Fund Grant.**

*Background Information:* The City Council will be asked to consider an application to the Michigan Department of Natural Resources, Michigan Natural Resources Trust Fund (MNRTF), for the construction of improvements at the city's North Beach Park.

The City Council recently adopted the "Fiscal Year 2014-15 Priorities." As part of the approved priorities, the City Council seeks to plan and develop improvements to the public infrastructure at the North Beach Park. Application to the MNRTF for the North Beach Park project supports the Council's priority.

The intent of the North Beach Park improvements is to provide improvements to the city's sidewalks, streets, and beach areas for residents and visitors to the North Beach Park. Over the past year, the city's staff has worked with Monroe Park residents (Monroe Park is the neighborhood adjacent to the North Beach Park) to seek their input on the proposed park

improvements. At the December 11, 2012 meeting of the city's Parks Commission, the commission approved the proposed North Beach Park plan.

In 2013, the City Council approved a grant application to the MNRTF for the proposed improvements to the city's North Beach Park. The 2013 grant application was not successful. Staff recommends resubmitting the grant application, in an effort to secure MNRTF grant funds for the project.

The city's staff has begun the process of preparing the MNRTF grant, and one of the required steps is for the City Council to pass a resolution supporting the grant application submission. The funding request will be \$300,000 and the city will provide a 59% match of \$442,300 for a total project cost of \$742,300. The source of the local matching funds will be from the city's general fund. Due to funding pressures impacting the MNRTF, staff anticipates that recreation grant funds may be more competitive than previous years. As a result, the city's grant application seeks to build the North Beach Park improvements in two phases, as part of an effort to seek a lower grant request from the MNRTF. The proposed grant application seeks to fund to make improvements to the sidewalks, roadway, street lighting, playground equipment, and ADA accessible beach mat. The installation of seat walls, dumpster enclosures, public showers/foot-wash, and the reconstruction of the concession stand would be delayed until phase two.

**Item A: Hold a public hearing regarding the Michigan Natural Resources Trust Fund grant application.**

Moved by Kozlik Wall, to open a public hearing regarding the Michigan Natural Resources Trust Fund grant application. Seconded by Patterson.

No Public Comment

A Roll Call Vote was taken:

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

Nays: None

Voted Yes: All. Motion Carried.

Moved by Fitzgibbon, to close the public hearing regarding the Michigan Natural Resources Trust Fund grant application. Seconded by Kozlik Wall.

Voted Yes: All. Motion Carried

**Item B: Consider Resolution 2014-13 a resolution allowing for the application of a Michigan Natural Resources Trust Fund Grant.**

Moved by Patterson, to approve Resolution 2014-13, a resolution allowing for the application of a Michigan Natural Resources Trust Fund Grant. Seconded by Fitzgibbon.

Voted Yes: All. Motion Carried.

**12. Council will be asked to approve Special Event 2014-09 Waterfront Film Fest.**

*Background Information:* For the second year the Waterfront Film Festival will be located in South Haven. The 2014 event will run from Thursday, June 12th – Sunday, June 15th. The

event will kick off on Thursday, June 12th at the city's South Beach, with an outdoor opening night. The event is similar to last year's set-up. The applicant is requesting permission to close off the South Beach parking lot on the morning of Thursday, June 12th for set-up with the event beginning at 6:00 pm. The live music is planned to occur from approximately 6:00 pm until 10:00 pm. The film will be shown at approximately 10:00 pm. Cleanup will occur that night following the event. The film festival has agreed to pay the city \$7.00 for each space used at South Beach during this event. City staff will work with the festival to fence off and barricade this area. The event will continue throughout the weekend at indoor venues.

The event has requested a temporary liquor license. An application has been received by the City's staff. Should City Council approve the event, they will be approving the request for the liquor license, contingent upon meeting all the stipulations of the Special Event alcohol policy and approval by the Chief of Police and Liquor Control Commission. Proof of insurance will be provided as soon as the event is approved.

Moved by Fitzgibbon, to approve Special Event 2014-09, Waterfront Film Fest. Seconded by Arnold.

Voted Yes: All. Motion Carried.

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

No Public Comment

### **14. City Manager's Comments**

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

Klavins – Spoke about Clark's joke.

Arnold – No Comment.

Patterson – Spoke about being wise about going on the ice and National Reading Month.

Fitzgibbon – No Comment.

Gruber – Spoke about citizen concerns.

Kozlik Wall – Spoke about everyone helping to remove newspapers from sidewalks and roadways, so that snow can melt and sewer drains do not clog.

Burr – Spoke about the bike path.

### **16. Adjourn**

Moved by Kozlik Wall to adjourn. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried. Meeting adjourned at 8:14 p.m.

RESPECTFULLY SUBMITTED,

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

Michelle Coffey,  
Deputy City Clerk

Approved by City Council: **DRAFT**

**CITY OF SOUTH HAVEN**

**APRIL 8, 2014**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 123,350.09	\$ 83,962.30	\$ 207,312.39
202-MAJOR STREET FUND	\$ -	\$ -	\$ -
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 148.70	100.32	\$ 249.02
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ 511.67	\$ 10,969.00	\$ 11,480.67
251-LDFA #1	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ -	\$ -	\$ -
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ -	\$ -	\$ -
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ 211,901.75	\$ -	\$ 211,901.75
401-CAPITAL PROJECTS	\$ 80,304.50	\$ 40,605.13	\$ 120,909.63
402-CAPITAL PROJECTS #2	\$ -	\$ 1,119.63	\$ 1,119.63
466- PAVILION AND ICE RINK	\$ 20,513.90	\$ -	\$ 20,513.90
545-BLACK RIVER PARK	\$ 165.38	\$ -	\$ 165.38
577-BEACH FUND	\$ 729.01	\$ -	\$ 729.01
582-ELECTRIC FUND	\$ 694,618.47	\$ 38,343.05	\$ 732,961.52
591-WATER FUND	\$ 40,395.87	\$ 21,457.22	\$ 61,853.09
592-SEWER FUND	\$ 11,822.86	\$ 14,823.96	\$ 26,646.82
594-MUNICIPAL MARINA	\$ 6,337.45	\$ -	\$ 6,337.45
636-INFORMATION SERVICES	\$ 6,332.20	\$ 260.00	\$ 6,592.20
661-MOTOR POOL	\$ 4,369.87	\$ 4,865.79	\$ 9,235.66
677-SELF INSURANCE	\$ 69.30	\$ -	\$ 69.30
703-TAX FUND	\$ 21,754.25	\$ -	\$ 21,754.25
718-TRUST & AGENCY	\$ 17,250.00	\$ -	\$ 17,250.00
750-EMPLOYEE WITHHOLDING	\$ 40,557.08	\$ -	\$ 40,557.08
<b>TOTAL</b>	<b>\$ 1,281,132.35</b>	<b>\$ 216,506.40</b>	<b>\$ 1,497,638.75</b>

User: ksteinma  
DB: South Haven

BANK CODE: 1 CHECK DATE: 04/08/2014 INVOICE PAY DATE FROM 04/08/2014 TO 04/08/2014

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
04/08/2014	1	47278	000005	A K EQUIPMENT INC	1,577.91	1
04/08/2014	1	47279	000014	ABONMARCHE CONSULTANTS INC	14,887.44	6
04/08/2014	1	47280	000043	AIRGAS USA, LLC	365.46	2
04/08/2014	1	47281	000065	ALLIED MECHANICAL SERVICES INC	190.00	1
04/08/2014	1	47282	000175	AUTOMATIC DOOR SERVICE OF	242.45	1
04/08/2014	1	47283	000202	BARCODE APPLICATIONS INC	304.10	1
04/08/2014	1	47284	000368	BYCE & ASSOCIATES INC	2,000.00	1
04/08/2014	1	47285	000418	CDW GOVERNMENT INC	267.01	2
04/08/2014	1	47286	000424	CENTRAL AUTO & EQUIP INC	1,180.00	1
04/08/2014	1	47287	000453	CHIEF SUPPLY CORP	154.76	1
04/08/2014	1	47288	000471	CITY PLUMBING & HEATING CO	340.28	1
04/08/2014	1	47289	000505	COMPTON INC	17,589.50	3
04/08/2014	1	47290	000637	DICKINSON WRIGHT	9,251.00	1
04/08/2014	1	47291	000716	EJ USA INC	8,443.20	1
04/08/2014	1	47292	000738	ENVIRONMENTAL RESOURCE ASSOCIATES	1,184.12	1
04/08/2014	1	47293	000764	FASTENAL COMPANY	15.38	1
04/08/2014	1	47294	003065	FOSTER SWIFT COLLINS & SMITH PC	1,355.79	4
04/08/2014	1	47295	000834	FREDRICKSON SUPPLY LLC	154.83	1
04/08/2014	1	47296	000846	FTC & H, INC	22,086.43	2
04/08/2014	1	47297	000847	FUEL MANAGEMENT SYSTEM	7,219.55	1
04/08/2014	1	47298	000913	GRAINGER	44.50	1
04/08/2014	1	47299	000996	HARBOR HOUSE PUBLISHING	1,795.00	1
04/08/2014	1	47300	001007	HARDESTY & HANOVER, LLP	1,119.63	1
04/08/2014	1	47301	001036	HD SUPPLY POWER SOLUTIONS LTD	374.19	1
04/08/2014	1	47302	001107	HULL LIFT TRUCK INC	12.91	1
04/08/2014	1	47303	001162	INTERSTATE BATTERY SYSTEMS	407.80	1
04/08/2014	1	47304	001171	J & L ORCHARD SUPPLY LLC	597.67	2
04/08/2014	1	47305	001196	JOHN'S STEREO INC	79.98	2
04/08/2014	1	47306	003248	KATERBERG VERHAGE, INC.	28,414.44	1
04/08/2014	1	47307	001246	KENDALL ELECTRIC INC	434.06	2
04/08/2014	1	47308	001467	MARK A MANNING	5,140.00	1
04/08/2014	1	47309	001565	METTLER-TOLEDO INC	250.00	1
04/08/2014	1	47310	001675	MIDWEST CIVIL ENGINEERS INC	7,707.00	1
04/08/2014	1	47311	001731	MORMAN & CO, S A	98.30	1
04/08/2014	1	47312	001863	NTH CONSULTANTS, LTD	1,262.00	1
04/08/2014	1	47313	001866	NYE UNIFORM COMPANY	605.22	2
04/08/2014	1	47314	001888	OKUN BROTHERS SHOES	143.21	1
04/08/2014	1	47315	001990	PHYSIO-CONTROL INC	2,309.00	1
04/08/2014	1	47316	002020	POWER LINE SUPPLY CO	57,168.08	25
04/08/2014	1	47317	002155	RIDGE AND KRAMER AUTO PARTS	370.93	4
04/08/2014	1	47318	002158	RIETH-RILEY CONST CO, INC	1,144.70	1
04/08/2014	1	47319	002184	ROD'S PRINTS & PROMOTIONS	34.00	1
04/08/2014	1	47320	002267	SECANT TECHNOLOGIES	210.00	1
04/08/2014	1	47321	002268	SECURALARM SYSTEMS INC	50.00	1
04/08/2014	1	47322	002361	SMITH'S CONCRETE CUTTING	1,797.62	1
04/08/2014	1	47323	002453	SPENCER MANUFACTURING, INC	2,071.00	3
04/08/2014	1	47324	002461	SPRING BROOK SUPPLY	54.48	1
04/08/2014	1	47325	002478	STAPLES ADVANTAGE	1,661.77	7
04/08/2014	1	47326	002486	STATE OF MICHIGAN	180.00	1
04/08/2014	1	47327	002589	TERMINIX PROCESSING CENTER	41.00	1
04/08/2014	1	47328	002642	TPC TECHNOLOGIES INC	393.63	1
04/08/2014	1	47329	002728	USA BLUE BOOK	552.14	6
04/08/2014	1	47330	002769	VAN METER & ASSOCIATES INC	2,500.00	1
04/08/2014	1	47331	002824	ED WAINRIGHT	8,511.93	1
04/08/2014	1	47332	002850	WATER ENVIRONMENT FEDERATION	116.00	1
04/08/2014	1	47333	002883	WEST MICHIGAN DOCUMENT	45.00	1

Num Checks: 56

Num Invoices: 113

Total Amount: 216,506.40

User: ksteinman

CHECK NUMBERS 47178 - 47277

DB: South Haven

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
03/13/2014	1	47178	001329	LAKE MICHIGAN COLLEGE	906.38
03/13/2014	1	47179	002395	SOUTH HAVEN COMMUNITY HOSPITAL	274.40
03/13/2014	1	47180	002410	SOUTH HAVEN MEMORIAL LIBRARY	299.42
03/13/2014	1	47181	002415	SOUTH HAVEN PUBLIC SCHOOLS	3,628.98
03/13/2014	1	47182	002417	SOUTH HAVEN SENIOR SERVICES	207.78
03/13/2014	1	47183	002757	VAN BUREN COUNTY TREASURER	6,374.67
03/13/2014	1	47184	002758	VAN BUREN INTERMEDIATE	4,963.60
03/14/2014	1	47185	000177	AUTOWARES INC	129.21
03/14/2014	1	47186	000339	BROUSSEAU APPRAISAL SERVICES I	3,690.00
03/14/2014	1	47187	000430	CENTURY LINK	25.81
03/14/2014	1	47188	000475	CLARK HILL PLC	252.00
03/14/2014	1	47189	000514	CONSTRUCTION ASSOCIATES INC	2,930.20
03/14/2014	1	47190	000648	BRIAN DISSETTE	26.88
03/14/2014	1	47191	000660	DOMESTIC LINEN-KALAMAZOO	1,877.04
03/14/2014	1	47192	003072	MARY ANN FRAZIER	89.60
03/14/2014	1	47193	000843	FRONTIER	339.82
03/14/2014	1	47194	000847	FUEL MANAGEMENT SYSTEM	17,521.13
03/14/2014	1	47195	000994	HAPA LLC	5,183.33
03/14/2014	1	47196	001067	HI TEC BUILDING SERVICES	365.00
03/14/2014	1	47197	003089	ROGER HUFF	145.00
03/14/2014	1	47198	001544	MENARDS	713.03
03/14/2014	1	47199	001657	MICHIGAN TOWNSHIP SERVICES	1,431.00
03/14/2014	1	47200	003132	SOUTH HAVEN HEALTH SYSTEM	151.32
03/14/2014	1	47201	002499	STATE OF MICHIGAN - MDEQ	12,927.58
03/14/2014	1	47202	002645	TRACTOR SUPPLY CREDIT PLAN	16.97
03/14/2014	1	47203	002724	UPS STORE #5080	17.15
03/14/2014	1	47204	002824	ED WAINRIGHT	5,994.99
03/14/2014	1	47205	002949	WOLVERINE HARDWARE	80.49
03/18/2014	1	47206	002755	VAN BUREN COUNTY ROAD COMM	1,300.00
03/18/2014	1	47207	UB REFUND	AMERICAN CHARTERED BANK	129.62
03/18/2014	1	47208	UB REFUND	CONKLIN, SHARON N	68.87
03/18/2014	1	47209	UB REFUND	HILL, JOHN R	2.85
03/18/2014	1	47210	UB REFUND	MUCERINO, ANTOINETTE M	108.31
03/18/2014	1	47211	UB REFUND	PECKSTEIN, JAMIE H	5.38
03/18/2014	1	47212	UB REFUND	PIER VIEW ESTATES LLC	89.46
03/18/2014	1	47213	UB REFUND	QSP - SH MOBILE HOME PARK	26.47
03/18/2014	1	47214	UB REFUND	WEBER, HEATHER M	98.03
03/19/2014	1	47215	003126	8TH DISTRICT COURT	516.00
03/19/2014	1	47216	003128	LINDA ANDERSON	13.47
03/19/2014	1	47217	003127	ADAM DE BOER	63.07
03/19/2014	1	47218	000665	DOTSON, RON	90.00
03/19/2014	1	47219	001642	MICHIGAN SECTION AWWA	95.00
03/19/2014	1	47220	001752	MULAC, DAVID	554.42
03/19/2014	1	47221	003057	MICHAEL PAULY	315.00
03/19/2014	1	47222	002010	POOLE, PHILLIP	18.95
03/19/2014	1	47223	003047	ERIC SMITH	62.89
03/19/2014	1	47224	003058	NATALIE THOMPSON	51.53
03/19/2014	1	47225	003076	KEVIN WILDEY	48.00
03/21/2014	1	47226	000162	ASR HEALTH BENEFITS	69.30
03/21/2014	1	47227	000177	AUTOWARES INC	99.64
03/21/2014	1	47228	003195	BLUE CARE NETWORK	53,781.50
03/21/2014	1	47229	000290	BLUE STAR SUPPLY	59.44
03/21/2014	1	47230	003180	COPS HEALTH TRUST	10,387.82
03/21/2014	1	47231	003244	D HILL ENVIRONMENTAL	325.00
03/21/2014	1	47232	003213	DALE CLAYTON	75.67
03/21/2014	1	47233	000624	DELTA DENTAL OF MICHIGAN	4,628.85
03/21/2014	1	47234	000843	FRONTIER	392.35
03/21/2014	1	47235	001196	JOHN'S STEREO INC	144.95
03/21/2014	1	47236	001286	KNOX, JARED	78.20
03/21/2014	1	47237	003246	LAKESHORE GLASS & METALS, INC.	595.00
03/21/2014	1	47238	001405	LINCOLN NATIONAL LIFE INS CO	2,669.89
03/21/2014	1	47239	001544	MENARDS	987.87
03/21/2014	1	47240	001610	MICHIGAN GAS UTILITIES	19,121.74
03/21/2014	1	47241	001707	MITCHELL& MORSE LAND SURVEYING	200.00
03/21/2014	1	47242	001917	OVERISEL LUMBER COMPANY	8.95
03/21/2014	1	47243	001948	PAT'S PRONTO PRINT	171.50
03/21/2014	1	47244	003047	ERIC SMITH	75.67
03/21/2014	1	47245	002407	SOUTH HAVEN ICE RINK	288.02
03/21/2014	1	47246	002645	TRACTOR SUPPLY CREDIT PLAN	179.99
03/21/2014	1	47247	002949	WOLVERINE HARDWARE	157.53
03/21/2014	1	47248	MISC	ALBEMARLE CORP OR WYLIE GROUP, LLC	3,352.08
03/21/2014	1	47249	002388	SOUTH HAVEN AREA RECREATION	17,250.00
03/24/2014	1	47250	000597	DEBRA DAVIDSON	131.50
03/24/2014	1	47251	MISC	GAIL PATTERSON	216.74
03/24/2014	1	47252	MISC	GE CAPITAL	415.03
03/24/2014	1	47253	MISC	GRAYHAWK LEASING LLC	665.96
03/24/2014	1	47254	001346	LAKWOOD INC	80,133.00
03/24/2014	1	47255	MISC	MICHAEL POHL	665.95

Check Date	Bank	Check	Vendor	Vendor Name	Amount
03/24/2014	1	47256	003243	SAHAIRA	240.00
03/28/2014	1	47257	MISC	CONSUMERS CREDIT UNION	144.39
03/28/2014	1	47258	000519	CONSUMERS ENERGY	181.09
03/28/2014	1	47259	003127	ADAM DE BOER	76.22
03/28/2014	1	47260	000843	FRONTIER	10,323.69
03/28/2014	1	47261	MISC	KATHLEEN KUZIEL	150.00
03/28/2014	1	47262	001610	MICHIGAN GAS UTILITIES	8,170.21
03/28/2014	1	47263	001621	MICHIGAN MUNICIPAL LEAGUE	40,557.08
03/28/2014	1	47264	002407	SOUTH HAVEN ICE RINK	20,368.95
03/28/2014	1	47265	002418	SOUTH HAVEN SMALL ENGINES	98.22
03/28/2014	1	47266	003179	TOTAL ENERGY SYSTEMS	571.00
03/28/2014	1	47267	002726	US BANK	243,326.75
03/28/2014	1	47268	002792	VERIZON WIRELESS	2,299.75
03/28/2014	1	47269	002949	WOLVERINE HARDWARE	151.62
03/31/2014	1	47270	UB REFUND	BOSCH, DORIS	75.00
03/31/2014	1	47271	UB REFUND	EMERICK, ROBERT & JANET	27.92
03/31/2014	1	47272	UB REFUND	KISS, MICHAEL R	13.88
03/31/2014	1	47273	UB REFUND	KOEMAN, EVAN J	147.60
03/31/2014	1	47274	UB REFUND	MCFADDEN, RICHARD	27.74
03/31/2014	1	47275	UB REFUND	NIEC, LUKASZ R	47.05
03/31/2014	1	47276	UB REFUND	QSP - SH MOBILE HOME PARK	60.74
03/31/2014	1	47277	UB REFUND	VILLAGOMEZ, HERLINDA SARCO	21.41

1 TOTALS:

Total of 100 Checks:	598,629.55
Less 1 Void Checks:	144.95
Total of 99 Disbursements:	<u>598,484.60</u>

04/02/2014 01:58 PM  
User: ksteinman  
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CHECK REGISTER FOR CITY OF SOUTH HAVEN  
CHECK DATE FROM 03/21/2014 - 03/21/2014

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
03/21/2014	1	44 (E)	000087	AMERICAN ELECTRIC POWER	<u>682,502.80</u>
1 TOTALS:					
Total of 1 Checks:					682,502.80
Less 0 Void Checks:					<u>0.00</u>
Total of 1 Disbursements:					682,502.80

04/02/2014 02:10 PM  
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INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
INVOICE DUE DATES 04/08/2014 - 04/08/2014  
JOURNALIZED OPEN AND PAID  
BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Page: 1/15

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
12277							
37676	A K EQUIPMENT INC	03/10/2014	04/08/2014	1,577.91	0.00	P	Y
	MAINTENANCE	ksteinman					03/31/2014
	101-446-741-000	OPERATING SUPPLIES		1,577.91			
108496							
37673	ABONMARCHE CONSULTANTS INC	03/13/2014	04/08/2014	1,540.50	0.00	P	Y
	MONROE BLUFF RESTORATION DESIGN PE	ksteinman					03/31/2014
	101-751-801-000			1,540.50			
108497							
37674	ABONMARCHE CONSULTANTS INC	03/13/2014	04/08/2014	1,518.25	0.00	P	Y
	PUBLIC SAFETY BUILDING RENOVATIONS	ksteinman					03/31/2014
	401-301-980-000-0145	POLICE/FIRE COMPLEX		1,518.25			
108520							
37784	ABONMARCHE CONSULTANTS INC	03/20/2014	04/08/2014	1,358.00	0.00	P	Y
	VAN BUREN TRAIL SIGNAGE	ksteinman					04/02/2014
	401-751-972-000-0155	VAN BUREN TRAIL		1,358.00			
108519							
37785	ABONMARCHE CONSULTANTS INC	03/20/2014	04/08/2014	6,454.44	0.00	P	Y
	VAN BUREN TRAIL	ksteinman					04/02/2014
	401-751-972-000-0155	VAN BUREN TRAIL		6,454.44			
108588							
37789	ABONMARCHE CONSULTANTS INC	03/26/2014	04/08/2014	2,860.00	0.00	P	Y
	PUBLIC SAFETY BUILDING RENOVATIONS	ksteinman					04/02/2014
	401-301-980-000-0145	POLICE/FIRE COMPLEX		2,860.00			
108587							
37790	ABONMARCHE CONSULTANTS INC	03/26/2014	04/08/2014	1,156.25	0.00	P	Y
	SOUTH BEACH COMMUNITY CENTER	ksteinman					04/02/2014
	101-728-802-000	CONTRACTUAL SERVICES		1,156.25			
9916819105							
37675	AIRGAS USA, LLC	03/30/2014	04/08/2014	48.03	0.00	P	Y
	CYLINDER RENTAL	ksteinman					03/31/2014
	661-450-748-000	MOTOR FUEL & LUBRICANTS		48.03			
9025859728							
37766	AIRGAS USA, LLC	04/23/2014	04/08/2014	317.43	0.00	P	Y
	CYLINDER RENTAL	ksteinman					04/02/2014
	661-450-748-000	MOTOR FUEL & LUBRICANTS		317.43			

04/02/2014 02:10 PM  
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 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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
114358 37757	ALLIED MECHANICAL SERVICES INC MAINTENANCE 591-559-933-000	03/20/2014 ksteinman	04/08/2014	190.00	0.00	P	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			190.00			
29837 37677	AUTOMATIC DOOR SERVICE OF BLACK MOUNTING BOX FOR PRESS WALL 101-265-802-000	02/28/2014 ksteinman	04/08/2014	242.45	0.00	P	Y 03/31/2014
	OTHER CONTRACTUAL SERVICES			242.45			
24013 37678	BARCODE APPLICATIONS INC LABELS 101-301-741-000	02/15/2014 ksteinman	04/08/2014	304.10	0.00	P	Y 03/31/2014
	OPERATING SUPPLIES			304.10			
10909 37679	BYCE & ASSOCIATES INC ELECTRICAL ENGINEERING FOR DOWNTOW 250-729-974-018-0151	02/28/2014 ksteinman	04/08/2014	2,000.00	0.00	P	Y 03/31/2014
	CAPITAL PROJECTS			2,000.00			
JV13266 37680	CDW GOVERNMENT INC LEXMARK TONER 101-350-727-000	02/12/2014 ksteinman	04/08/2014	155.72	0.00	P	Y 03/31/2014
	OFFICE SUPPLIES			155.72			
JT44956 37681	CDW GOVERNMENT INC HP TONER 101-350-727-000	02/10/2014 ksteinman	04/08/2014	111.29	0.00	P	Y 03/31/2014
	OFFICE SUPPLIES			111.29			
76489 37682	CENTRAL AUTO & EQUIP INC TRUCK ACCESSORIES 661-450-741-003	03/14/2014 ksteinman	04/08/2014	1,180.00	0.00	P	Y 03/31/2014
	REPAIR & MAINT SUPPLIES			1,180.00			
410916 37683	CHIEF SUPPLY CORP CLOTHING 101-301-729-000	03/11/2014 ksteinman	04/08/2014	154.76	0.00	P	Y 03/31/2014
	UNIFORMS			154.76			
026063 37684	CITY PLUMBING & HEATING CO PREVENTATIVE MAINTENANCE 101-265-802-000	02/25/2014 ksteinman	04/08/2014	340.28	0.00	P	Y 03/31/2014
	OTHER CONTRACTUAL SERVICES			340.28			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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
031419 37685	COMPTON INC WASHED STONE 582-558-741-000	03/24/2014 ksteinman OPERATING SUPPLIES	04/08/2014	52.50 52.50	0.00	P	Y 03/31/2014
031412 37686	COMPTON INC LIBRARY SANITARY SYSTEM 592-558-802-000	03/10/2014 ksteinman OTHER CONTRACTUAL SERVICES	04/08/2014	12,580.00 12,580.00	0.00	P	Y 03/31/2014
4277 37782	COMPTON INC BUSINESS PARK BOOSTER PUMP 591-559-933-000	03/28/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	04/08/2014	4,957.00 4,957.00	0.00	P	Y 04/02/2014
915863 37794	DICKINSON WRIGHT ATTORNEY FEES 101-210-801-000	03/21/2014 ksteinman PROFESSIONAL/CONSULTING FEES	04/08/2014	9,251.00 9,251.00	0.00	P	Y 04/02/2014
3694509 37795	EJ USA INC SUPPLIES 591-558-741-000	03/28/2014 ksteinman OPERATING SUPPLIES	04/08/2014	8,443.20 8,443.20	0.00	P	Y 04/02/2014
713822 37791	ENVIRONMENTAL RESOURCE ASSOCIATES LAB SUPPLIES 591-559-741-000	03/21/2014 ksteinman OPERATING SUPPLIES	04/08/2014	1,184.12 1,184.12	0.00	P	Y 04/02/2014
MISOU8553 37768	FASTENAL COMPANY SUPPLIES 661-450-741-003	03/18/2014 ksteinman REPAIR & MAINT SUPPLIES	04/08/2014	15.38 15.38	0.00	P	Y 04/02/2014
645592 37688	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	03/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	04/08/2014	409.00 409.00	0.00	P	Y 03/31/2014
645589 37689	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	03/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	04/08/2014	120.80 120.80	0.00	P	Y 03/31/2014

04/02/2014 02:10 PM  
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 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
645593							Y
37690	FOSTER SWIFT COLLINS & SMITH PC	03/13/2014	04/08/2014	472.95	0.00	P	03/31/2014
	ATTORNEY SERVICES	ksteinman					
	101-209-801-000	PROFESSIONAL/CONSULTING FEES		472.95			
645594							Y
37691	FOSTER SWIFT COLLINS & SMITH PC	03/13/2014	04/08/2014	353.04	0.00	P	03/31/2014
	ATTORNEY SERVICES	ksteinman					
	101-209-801-000	PROFESSIONAL/CONSULTING FEES		353.04			
9923							Y
37769	FREDRICKSON SUPPLY LLC	03/25/2014	04/08/2014	154.83	0.00	P	04/02/2014
	SUPPLIES	ksteinman					
	661-450-741-003	REPAIR & MAINT SUPPLIES		154.83			
303558							Y
37692	FTC & H, INC	03/24/2014	04/08/2014	3,282.50	0.00	P	03/31/2014
	WATER SYSTEM RELIABILITY STUDY	ksteinman					
	591-558-801-000	CITY		2,327.57			
	591-564-801-000	SH TOWNSHIP		954.93			
302847							Y
37793	FTC & H, INC	03/24/2014	04/08/2014	18,803.93	0.00	P	04/02/2014
	GREEN STREET FLOODING EVALUATION P	ksteinman					
	101-445-801-010	COUNTY DRAIN ASSESSMENT		18,803.93			
1407401							Y
37693	FUEL MANAGEMENT SYSTEM	03/15/2014	04/08/2014	7,219.55	0.00	P	03/31/2014
	FUEL	ksteinman					
	101-301-748-000	MOTOR FUEL		2,248.57			
	101-728-748-000	MOTOR FUEL		72.31			
	101-371-748-000	MOTOR FUEL		27.42			
	582-558-748-000	MOTOR FUEL		1,102.36			
	101-446-748-000	MOTOR FUEL		1,091.24			
	101-276-748-000	MOTOR FUEL		129.06			
	591-558-748-000	MOTOR FUEL		403.26			
	592-558-748-000	MOTOR FUEL		403.25			
	582-558-748-000	MOTOR FUEL		215.54			
	591-558-748-000	MOTOR FUEL		60.62			
	592-558-748-000	MOTOR FUEL		60.61			
	591-559-748-000	MOTOR FUEL		97.17			
	592-559-748-000	MOTOR FUEL		441.45			
	204-447-748-000	MOTOR FUEL		100.32			
	591-558-748-000	MOTOR FUEL		33.44			

04/02/2014 02:10 PM  
 User: ksteinman  
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
	592-558-748-000	MOTOR FUEL		33.44			
	661-450-748-000	MOTOR FUEL & LUBRICANTS		699.49			
9385248076							
37694	GRAINGER	03/10/2014	04/08/2014	44.50	0.00	P	Y
	PRESSURE SWITCH	ksteinman					03/31/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		44.50			
04SHV76							
37783	HARBOR HOUSE PUBLISHING	03/28/2014	04/08/2014	1,795.00	0.00	P	Y
	1/2 PAGE, FULL-COLOR BUSINESS FEAT	ksteinman					04/02/2014
	101-728-900-000	PRINTING/PUBLISHING		1,795.00			
3/21/14							
37788	HARDESTY & HANOVER, LLP	03/21/2014	04/08/2014	1,119.63	0.00	P	Y
	ENGINEERING SERVICES	ksteinman					04/02/2014
	402-202-988-010	MAJOR STREET UPGRADES		1,119.63			
2498177-00							
37695	HD SUPPLY POWER SOLUTIONS LTD	03/05/2014	04/08/2014	374.19	0.00	P	Y
	REPAIRS AND MAINTENANCE	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		374.19			
S-0096509							
37696	HULL LIFT TRUCK INC	02/05/2014	04/08/2014	12.91	0.00	P	Y
	PARTS	ksteinman					03/31/2014
	661-450-741-003	REPAIR & MAINT SUPPLIES		12.91			
10039614							
37697	INTERSTATE BATTERY SYSTEMS	03/14/2014	04/08/2014	407.80	0.00	P	Y
	BATTERIES	ksteinman					03/31/2014
	661-450-741-003	REPAIR & MAINT SUPPLIES		407.80			
19108							
37698	J & L ORCHARD SUPPLY LLC	03/11/2014	04/08/2014	588.17	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-741-000	OPERATING SUPPLIES		294.09			
	591-558-741-000	OPERATING SUPPLIES		294.08			
19145							
37699	J & L ORCHARD SUPPLY LLC	03/17/2014	04/08/2014	9.50	0.00	P	Y
	BOLT CLAMP	ksteinman					03/31/2014
	591-558-741-000	OPERATING SUPPLIES		9.50			
10039938							
37700	JOHN'S STEREO INC	03/27/2014	04/08/2014	19.99	0.00	P	Y
	MICRO USB VEHICLE ADAPTER	ksteinman					03/31/2014

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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
	661-450-741-003	REPAIR & MAINT SUPPLIES		19.99			
10039833							
37701	JOHN'S STEREO INC 350 W 2 OUTLET HIGH POWER 591-558-741-000	03/20/2014 ksteinman OPERATING SUPPLIES	04/08/2014	59.99 59.99	0.00	P	Y 03/31/2014
PAY REQ #1							
37786*	KATERBERG VERHAGE, INC. VAN BUREN TRAIL CONSTRUCTION 401-751-972-000-0155 401-002-211-155	03/26/2014 ksteinman WATER SYSTEM CONSTRUCTION RETAINAGE- KATERBERG VERHAGE	04/08/2014	28,414.44 31,571.60 (3,157.16)	0.00	P	Y 04/02/2014
S102401920.001							
37702	KENDALL ELECTRIC INC REPLACEMENT MOTOR 591-559-741-000	03/04/2014 ksteinman OPERATING SUPPLIES	04/08/2014	412.71 412.71	0.00	P	Y 03/31/2014
S102418150.001							
37703	KENDALL ELECTRIC INC METERS 592-559-933-000	03/10/2014 ksteinman REPAIRS/MAINTENANCE - EQUIP	04/08/2014	21.35 21.35	0.00	P	Y 03/31/2014
330							
37704	MARK A MANNING ATTORNEY SERVICES 101-210-801-000	03/17/2014 ksteinman PROFESSIONAL/CONSULTING FEES	04/08/2014	5,140.00 5,140.00	0.00	P	Y 03/31/2014
033040933-001							
37706	METTLER-TOLEDO INC LAB SCALE MAINTENANCE 592-559-741-000	03/17/2014 ksteinman OPERATING SUPPLIES	04/08/2014	250.00 250.00	0.00	P	Y 03/31/2014
05-10107							
37705	MIDWEST CIVIL ENGINEERS INC CONSTRUCTION STAKING PHOENIX ST IM 250-729-974-018-0150	03/19/2014 ksteinman CAPITAL PROJECTS	04/08/2014	7,707.00 7,707.00	0.00	P	Y 03/31/2014
582287							
37728	MORMAN & CO, S A NS LOCKSETS 591-559-741-000	03/25/2014 ksteinman OPERATING SUPPLIES	04/08/2014	98.30 98.30	0.00	P	Y 03/31/2014
593602							
37707	NTH CONSULTANTS, LTD MATERIALS TESTING FOR PHOENIX ST I 250-729-974-018-0150	03/11/2014 ksteinman PHOENIX ST IMPROVEMENTS	04/08/2014	1,262.00 1,262.00	0.00	P	Y 03/31/2014

INVOICE DUE DATES 04/08/2014 - 04/08/2014

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
456462 37708	NYE UNIFORM COMPANY CLOTHING 101-301-729-000	03/11/2014 ksteinman UNIFORMS	04/08/2014	101.50 101.50	0.00	P	Y 03/31/2014
454477 37709	NYE UNIFORM COMPANY CLOTHING 101-301-729-000	03/06/2014 ksteinman UNIFORMS	04/08/2014	503.72 503.72	0.00	P	Y 03/31/2014
11394547848 37710	OKUN BROTHERS SHOES BOOTS 101-446-729-001	03/11/2014 ksteinman OTHER CLOTHING & SUPPLIES	04/08/2014	143.21 143.21	0.00	P	Y 03/31/2014
114091177 37711	PHYSIO-CONTROL INC DEFIB UNIT 101-301-980-000	02/10/2014 ksteinman OFFICE EQUIPMENT & FURNITURE	04/08/2014	2,309.00 2,309.00	0.00	P	Y 03/31/2014
5811761 37712	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/24/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	04/08/2014	3,512.00 3,512.00	0.00	P	Y 03/31/2014
5811327 37713	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/21/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	04/08/2014	2,187.30 2,187.30	0.00	P	Y 03/31/2014
5806740 37714	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	03/04/2014 ksteinman OTHER CLOTHING & SUPPLIES	04/08/2014	62.50 62.50	0.00	P	Y 03/31/2014
5810424 37715	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/18/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	04/08/2014	94.00 94.00	0.00	P	Y 03/31/2014
5809475 37716	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/13/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	04/08/2014	201.61 201.61	0.00	P	Y 03/31/2014

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
5810254							
37717	POWER LINE SUPPLY CO	03/18/2014	04/08/2014	501.90	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		501.90			
5810253							
37718	POWER LINE SUPPLY CO	03/18/2014	04/08/2014	2,077.02	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		2,077.02			
5808382							
37719	POWER LINE SUPPLY CO	03/11/2014	04/08/2014	811.86	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		811.86			
5808565							
37720	POWER LINE SUPPLY CO	03/11/2014	04/08/2014	3,131.26	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		3,131.26			
5808383							
37721	POWER LINE SUPPLY CO	03/11/2014	04/08/2014	323.30	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		323.30			
58083484							
37722	POWER LINE SUPPLY CO	03/11/2014	04/08/2014	28.08	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		28.08			
5808563							
37723	POWER LINE SUPPLY CO	03/11/2014	04/08/2014	194.00	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		194.00			
5812218							
37759	POWER LINE SUPPLY CO	03/25/2014	04/08/2014	29.88	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					04/02/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		29.88			
5812178							
37760	POWER LINE SUPPLY CO	03/25/2014	04/08/2014	14.10	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					04/02/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		14.10			

04/02/2014 02:10 PM  
 User: ksteinman  
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
5813022							
37761	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/27/2014 ksteinman	04/08/2014	443.75	0.00	P	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			443.75			
5812056							
37762	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/25/2014 ksteinman	04/08/2014	453.70	0.00	P	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			453.70			
5812974							
37763	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/27/2014 ksteinman	04/08/2014	68.00	0.00	P	Y 04/02/2014
	ELECTRICAL SYSTEM CONSTR			68.00			
5812217							
37770	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/25/2014 ksteinman	04/08/2014	510.08	0.00	P	Y 04/02/2014
	ELECTRICAL SYSTEM CONSTR			510.08			
5812936							
37771	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/27/2014 ksteinman	04/08/2014	705.64	0.00	P	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			705.64			
5812219							
37773	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 101-202-727-000	03/25/2014 ksteinman	04/08/2014	21,292.94	0.00	P	Y 04/02/2014
	OFFICE SUPPLIES			21,292.94			
5812204							
37774	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/25/2014 ksteinman	04/08/2014	6,225.20	0.00	P	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			6,225.20			
5812123							
37775	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/25/2014 ksteinman	04/08/2014	1,489.79	0.00	P	Y 04/02/2014
	ELECTRICAL SYSTEM CONSTR			1,489.79			
5812802							
37776	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-802-000	03/27/2014 ksteinman	04/08/2014	1,500.00	0.00	P	Y 04/02/2014
	OTHER CONTRACTUAL SERVICES			1,500.00			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 04/08/2014 - 04/08/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Inv Ref#	Description	Entered By					
	GL Distribution						
5812121 37777	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/25/2014 ksteinman	04/08/2014	6,210.55	0.00	P	Y 04/02/2014
	ELECTRICAL SYSTEM CONSTR			6,210.55			
5813015 37778	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	03/27/2014 ksteinman	04/08/2014	5,099.62	0.00	P	Y 04/02/2014
	ELECTRICAL SYSTEM CONSTR			5,099.62			
5809136 37779	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	03/13/2014 ksteinman	04/08/2014	(633.24)	(633.24)	O	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			(633.24)			
5793656 37780	POWER LINE SUPPLY CO CLOTHING 582-558-933-000	01/11/2014 ksteinman	04/08/2014	(596.25)	(596.25)	O	Y 04/02/2014
	REPAIRS/MAINTENANCE - EQUIPM			(596.25)			
490-14711 37724	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	03/14/2014 ksteinman	04/08/2014	104.40	0.00	P	Y 03/31/2014
	REPAIR & MAINT SUPPLIES			104.40			
490-014795 37725	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	03/19/2014 ksteinman	04/08/2014	31.60	0.00	P	Y 03/31/2014
	REPAIR & MAINT SUPPLIES			31.60			
490-014950 37726	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-000	03/27/2014 ksteinman	04/08/2014	197.20	0.00	P	Y 03/31/2014
	OPERATING SUPPLIES			197.20			
490-014973 37765	RIDGE AND KRAMER AUTO PARTS MAINTENANCE SUPPLIES 661-450-741-003	03/28/2014 ksteinman	04/08/2014	37.73	0.00	P	Y 04/02/2014
	REPAIR & MAINT SUPPLIES			37.73			
7169452 37787	RIETH-RILEY CONST CO, INC COLD PATCH 101-446-741-000	03/21/2014 ksteinman	04/08/2014	1,144.70	0.00	P	Y 04/02/2014
	OPERATING SUPPLIES			1,144.70			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
5575							
37727	ROD'S PRINTS & PROMOTIONS	03/20/2014	04/08/2014	34.00	0.00	P	Y
	BLUE SPORT SHIRT	ksteinman					03/31/2014
	101-301-729-000 UNIFORMS			34.00			
INVO55656							
37729	SECANT TECHNOLOGIES	03/18/2014	04/08/2014	210.00	0.00	P	Y
	REACTIVE SUPPORT	ksteinman					03/31/2014
	636-258-801-000 PROFESSIONAL/CONSULTING FEES			210.00			
92118							
37737	SECURALARM SYSTEMS INC	03/04/2014	04/08/2014	50.00	0.00	P	Y
	KEY FOBS	ksteinman					03/31/2014
	636-258-727-000 OFFICE SUPPLIES			50.00			
8113							
37792	SMITH'S CONCRETE CUTTING	03/25/2014	04/08/2014	1,797.62	0.00	P	Y
	EAGLE, LEE, E WILSON, SUPERIOR ST	ksteinman					04/02/2014
	591-558-802-000 OTHER CONTRACTUAL SERVICES			1,797.62			
9778							
37730	SPENCER MANUFACTURING, INC	03/17/2014	04/08/2014	1,639.00	0.00	P	Y
	REPAIR/MAINTENANCE SUPPLIES	ksteinman					03/31/2014
	661-450-935-000 REPAIRS/MAINTENANCE - VEHICLES			1,639.00			
9786							
37731	SPENCER MANUFACTURING, INC	03/21/2014	04/08/2014	82.00	0.00	P	Y
	WELD ALUMINUM PIPE	ksteinman					03/31/2014
	592-558-741-000 OPERATING SUPPLIES			82.00			
9767							
37732	SPENCER MANUFACTURING, INC	03/05/2014	04/08/2014	350.00	0.00	P	Y
	TELE LIGHT POLE	ksteinman					03/31/2014
	582-558-988-000 ELECTRICAL SYSTEM CONSTR			350.00			
181025							
37767	SPRING BROOK SUPPLY	03/26/2014	04/08/2014	54.48	0.00	P	Y
	SUPPLIES	ksteinman					04/02/2014
	591-558-741-000 OPERATING SUPPLIES			54.48			
7114016862-00001							
37733	STAPLES ADVANTAGE	03/31/2030	04/08/2014	264.20	0.00	P	Y
	SUPPLIES	ksteinman					03/31/2014
	101-350-727-000 OFFICE SUPPLIES			264.20			

04/02/2014 02:10 PM  
User: ksteinman  
DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
INVOICE DUE DATES 04/08/2014 - 04/08/2014  
JOURNALIZED OPEN AND PAID  
BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
7114839890-000001							
37734	STAPLES ADVANTAGE SUPPLIES	03/13/2014 ksteinman	04/08/2014	154.24	0.00	P	Y 03/31/2014
	591-558-727-000	OFFICE SUPPLIES		11.25			
	592-558-727-000	OFFICE SUPPLIES		11.25			
	101-446-727-000	OFFICE SUPPLIES		11.25			
	101-447-727-000	OFFICE SUPPLIES		11.25			
	582-558-727-000	OFFICE SUPPLIES		11.24			
	591-558-727-000	OFFICE SUPPLIES		19.60			
	592-558-727-000	OFFICE SUPPLIES		19.60			
	101-446-727-000	OFFICE SUPPLIES		19.60			
	101-447-727-000	OFFICE SUPPLIES		19.60			
	582-558-727-000	OFFICE SUPPLIES		19.60			
7114448443-000001							
37735	STAPLES ADVANTAGE SUPPLIES	03/06/2014 ksteinman	04/08/2014	87.54	0.00	P	Y 03/31/2014
	101-301-727-000	OFFICE SUPPLIES		87.54			
7115057954-000001							
37736	STAPLES ADVANTAGE SUPPLIES	03/18/2014 ksteinman	04/08/2014	74.05	0.00	P	Y 03/31/2014
	591-558-741-000	OPERATING SUPPLIES		5.19			
	592-558-741-000	OPERATING SUPPLIES		5.20			
	101-446-741-000	OPERATING SUPPLIES		5.20			
	101-447-741-000	OPERATING SUPPLIES		5.20			
	582-558-741-000	OPERATING SUPPLIES		5.20			
	591-558-727-000	OFFICE SUPPLIES		9.61			
	592-558-727-000	OFFICE SUPPLIES		9.61			
	582-558-727-000	OFFICE SUPPLIES		9.61			
	101-446-727-000	OFFICE SUPPLIES		9.61			
	101-447-727-000	OFFICE SUPPLIES		9.62			
7115682927-000001							
37758	STAPLES ADVANTAGE SUPPLIES	03/31/2014 ksteinman	04/08/2014	122.20	0.00	P	Y 04/02/2014
	591-558-727-000	OFFICE SUPPLIES		24.44			
	592-558-727-000	OFFICE SUPPLIES		24.44			
	101-446-727-000	OFFICE SUPPLIES		24.44			
	101-447-727-000	OFFICE SUPPLIES		24.44			
	582-558-727-000	OFFICE SUPPLIES		24.44			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Inv Ref#	Description GL Distribution	Entered By					
7114017038-000002							
37764	STAPLES ADVANTAGE SUPPLIES	03/22/2014 ksteinman	04/08/2014	45.69	0.00	P	Y 04/02/2014
	101-446-741-000	OPERATING SUPPLIES		9.13			
	101-447-741-000	OPERATING SUPPLIES		9.14			
	591-558-741-000	OPERATING SUPPLIES		9.14			
	592-558-741-000	OPERATING SUPPLIES		9.14			
	582-558-741-000	OPERATING SUPPLIES		9.14			
7115296202-000001							
37772	STAPLES ADVANTAGE SUPPLIES	03/22/2014 ksteinman	04/08/2014	913.85	0.00	P	Y 04/02/2014
	101-202-727-000	OFFICE SUPPLIES		545.96			
	101-371-727-000	OFFICE SUPPLIES		27.96			
	101-265-727-000	OFFICE SUPPLIES		125.97			
	101-215-727-000	OFFICE SUPPLIES		53.98			
	592-559-727-000	OFFICE SUPPLIES		159.98			
1209605							
37687	STATE OF MICHIGAN ANNUAL INSPECTION	02/28/2014 ksteinman	04/08/2014	180.00	0.00	P	Y 03/31/2014
	101-265-802-000	OTHER CONTRACTUAL SERVICES		180.00			
3357719							
37738	TERMINIX PROCESSING CENTER EXTERMINATING SERVICE	03/24/2014 ksteinman	04/08/2014	41.00	0.00	P	Y 03/31/2014
	101-301-802-000	OTHER CONTRACTUAL SERVICES		41.00			
11768							
37739	TPC TECHNOLOGIES INC TV PRODUCTION	03/12/2014 ksteinman	04/08/2014	393.63	0.00	P	Y 03/31/2014
	101-294-980-000	TV PRODUCTION		393.63			
295079							
37740	USA BLUE BOOK LAB SUPPLIES	03/18/2014 ksteinman	04/08/2014	55.93	0.00	P	Y 03/31/2014
	592-559-741-000	OPERATING SUPPLIES		55.93			
293840							
37741	USA BLUE BOOK LAB SUPPLIES	03/17/2014 ksteinman	04/08/2014	32.21	0.00	P	Y 03/31/2014
	592-559-741-000	OPERATING SUPPLIES		32.21			

04/02/2014 02:10 PM  
 User: ksteinman  
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 04/08/2014 - 04/08/2014  
 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						
296738							
37742	USA BLUE BOOK	03/19/2014	04/08/2014	152.05	0.00	P	Y
	LAB SUPPLIES	ksteinman					03/31/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		152.05			
291831							
37743	USA BLUE BOOK	03/13/2014	04/08/2014	127.16	0.00	P	Y
	LAB SUPPLIES	ksteinman					03/31/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		127.16			
289415							
37744	USA BLUE BOOK	03/11/2014	04/08/2014	123.88	0.00	P	Y
	LAB SUPPLIES	ksteinman					03/31/2014
	592-559-741-000	OPERATING SUPPLIES		123.88			
291673							
37745	USA BLUE BOOK	03/13/2014	04/08/2014	60.91	0.00	P	Y
	LAB SUPPLIES	ksteinman					03/31/2014
	592-559-741-000	OPERATING SUPPLIES		60.91			
00-17821							
37746	VAN METER & ASSOCIATES INC	01/06/2014	04/08/2014	2,500.00	0.00	P	Y
	IN HOUSE PRESENTATION OF THE QUOTA	ksteinman					03/31/2014
	101-301-860-000	TRAVEL/CONFERENCES/TRAINING		2,500.00			
FEB AND MARCH							
37781	ED WAINRIGHT	03/31/2014	04/08/2014	8,511.93	0.00	P	Y
	MECHANICAL PERMITS AND INSPECTIONS	ksteinman					04/02/2014
	101-371-802-022	MECHANICAL INSPECTIONS		8,511.93			
1441806							
37748	WATER ENVIRONMENT FEDERATION	02/11/2014	04/08/2014	116.00	0.00	P	Y
	MEMBERSHIP RENEWAL	ksteinman					03/31/2014
	592-559-958-000	SUBSCRIPTIONS/MEMBERSHIPS		116.00			
40914							
37747	WEST MICHIGAN DOCUMENT	03/06/2014	04/08/2014	45.00	0.00	P	Y
	SHREDDING SERVICE	ksteinman					03/31/2014
	101-301-802-000	OTHER CONTRACTUAL SERVICES		45.00			
# of Invoices:	113	# Due:	0	Totals:	216,506.40	0.00	
# of Credit Memos:	2	# Due:	2	Totals:	(1,229.49)	(1,229.49)	
Net of Invoices and Credit Memos:					215,276.91	(1,229.49)	
* 1 Net Invoices have Credits Totalling:					(3,157.16)		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			83,962.30	0.00		
	204 - STREET FUND			100.32	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			10,969.00	0.00		
	401 - CAPITAL PROJECTS FUND 1			40,605.13	0.00		
	402 - CAPITAL PROJECTS FUND 2			1,119.63	0.00		
	582 - ELECTRIC FUND			37,113.56	(1,229.49)		
	591 - WATER FUND			21,457.22	0.00		
	592 - SEWER FUND			14,823.96	0.00		
	636 - INFORMATION SERVICES FUND			260.00	0.00		
	661 - MOTOR POOL FUND			4,865.79	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	002 - LIABILITIES			(3,157.16)	0.00		
	202 - CITY TREASURER			22,958.53	0.00		
	209 - ASSESSOR			1,355.79	0.00		
	210 - LEGAL & PROFESSIONAL			14,391.00	0.00		
	215 - CITY CLERK			53.98	0.00		
	258 - DATA PROCESSING			260.00	0.00		
	265 - BUILDINGS & GROUNDS			888.70	0.00		
	276 - CEMETERY DEPARTMENT			129.06	0.00		
	294 - CATV BROADCASTING			393.63	0.00		
	301 - POLICE			12,707.44	0.00		
	350 - INFORMATION CENTER			531.21	0.00		
	371 - BUILDING INSPECTIONS			8,567.31	0.00		
	445 - DRAINS			18,803.93	0.00		
	446 - HIGHWAYS & STREETS			4,036.29	0.00		
	447 - ENGINEERING			179.57	0.00		
	450 - EQUIPMENT MAINTENANCE			4,865.79	0.00		
	558 - OPERATIONS			63,915.09	(1,229.49)		
	559 - TREATMENT			8,524.72	0.00		
	564 - OPERATIONS - SOUTH HAVEN TW			954.93	0.00		
	728 - ECONOMIC DEVELOPMENT			3,023.56	0.00		
	729 - DOWNTOWN DEVELOPMENT			10,969.00	0.00		
	751 - PARK DEPARTMENT			40,924.54	0.00		

April 1, 2014

TO: Brian Dissette

FR: Paul VandenBosch

RE: Elkenburg Park

We have received bids and quotes for Elkenburg Park Phase II improvements, and are seeking City Council approval to award the bids and complete the project.

The playground equipment will be installed as a community build project. We will be seeking volunteers to assist with unloading and assembly of the equipment. Representatives from the playground equipment supplier and Abonmarche will be on site to supervise the build, with assistance and equipment from City crews.

Once the bid is authorized by City Council and the Department of Natural Resources, we will meet with the playground equipment supplier and start to plan and schedule the build.

In addition to the bids and quotes for this project is a proposal from Abonmarche to manage the community build of the project.

Please note that the attached document includes all bids and quotes, not just the low bids and quotes.

Recommendation:

Approve the bids and quotes and proposals for Elkenburg Park Phase II.

Elkenburg Park Improvement Project  
 MDNRE Grant # TF 11-144  
 Remaining Funds Summary Sheet

Engineering Invoices	Total Contract Amount	\$	44,322.00
1 Abonmarche	6/28/2012	104704	\$ 1,292.26
2 Abonmarche	7/20/2012	104832	\$ 7,511.00
3 Abonmarche	8/7/2012	104941	\$ 6,722.00
4 Abonmarche	9/20/2012	105224	\$ 6,728.25
5 Abonmarche	12/7/2012	105778	\$ 3,532.50
6 Abonmarche	1/22/2013	105978	\$ 3,564.04
7 Abonmarche	3/16/2013	106269	\$ 3,959.88
8 Abonmarche	4/8/2013	106417	\$ 3,496.59
9 Abonmarche	5/8/2013	106605	\$ 3,834.37
10 Abonmarche	6/10/2013	106833	\$ 3,681.11
	<b>TOTAL</b>		<b>\$ 44,322.00</b>
	<b>AMOUNT REMAINING</b>		<b>\$ -</b>

Phase I Site Work	Final Contract Amount	\$	188,636.00	(Includes Change Orders/Liquidated)
1 JD Fisher Builders	6/10/2013		\$ 20,340.00	
2 JD Fisher Builders	5/29/2013		\$ 137,902.50	
3 JD Fisher Builders	6/21/2013		\$ 20,574.90	
4 JD Fisher Builders	8/28/2013		\$ 9,818.60	
	<b>TOTAL</b>		<b>\$ 188,636.00</b>	
	<b>AMOUNT REMAINING</b>		<b>\$ -</b>	

Other				
1 Playworld Midstates	3/20/2013	78916	\$ 8,277.00	
2 Hydroseeding	7/19/2013	CLIP28820	\$ 3,200.00	
3 Ceiling Repair Work			\$ 4,176.00	Completed first invoice of \$3,826. A
	<b>TOTAL</b>		<b>\$ 15,653.00</b>	

<b>Summary for Funds Remaining</b>	
<b>Total Grant Amount</b>	<b>\$ 339,800.00</b>
Engineering	\$ 44,322.00
Site Work	\$ 188,636.00
Other	\$ 15,653.00
<b>TOTAL REMAINING</b>	<b>\$ 91,189.00</b>

Engineering - Phase II                      Total Contract Amount                      \$ 13,400.00                      Outside of Grant

<b>Summary after Phase II Purchases</b>	
<b>Total Remaining</b>	<b>\$ 91,189.00</b>
Playground	\$ 52,000.00
Security Camara	\$ 3,604.00
Trash Receptacles	\$ 1,988.00
Bleachers	\$ 12,425.00
Park Sign	\$ 1,200.00
Player Benches	\$ 1,699.00
Bike Racks	\$ 297.00
<b>TOTAL REMAINING</b>	<b>\$ 17,976.00</b>

Damages/Retainage:

waiting finish painting

March 26, 2014

Mr. Paul VandenBosch  
City of South Haven  
539 Phoenix Street  
South Haven, MI 49090-1499

RE: Elkenburg Park Improvement Project – Phase II  
Recommendation for Purchase/Award  
Project No.: 13-0391  
MDNR No.: TF11-144

Dear Mr. VandenBosch:

Over the past month, we have received numerous quote packages for the Phase II Improvements for Elkenburg Park in accordance with MDNR guidelines. Below is a summary of each quote package that was requested. All the bids were reviewed including the specified qualifications materials.

### **Playground Equipment and Oversight for Community Build**

Five quote packages for playground components and community build oversight were received on March 14, 2014. After review, the quote packages have been reduced to two (2) submittals as determined by their maximum play value (height of components), their similarity to the components that were specified in the initial Request for Quote, and other factors such as materials, supplied tools, and playground surface materials. The two quotes that were most similar are listed below.

<u>Prepared by:</u>	<u>Total Amount</u>
Sinclair Recreation, LLC.	\$52,000.00
Play Environments Inc.	\$54,500.00

After review, we have found that the low bid, supplied by Sinclair Recreation, LLC. is qualified to complete the work for this project. Abonmarche recommends purchase to Sinclair Recreation, LLC, the low bidder in the amount of \$52,000.00 upon approval by the Michigan Department of Natural Resources (MDNR).

## Security Camera System

Three (3) quote packages for a proposed Security Camera System were received by March 14, 2014. Below are the results of the quote packages.

<u>Prepared by:</u>	<u>Total Amount</u>
BTS Telecom	\$3,604.00
Secant Technologies	\$4,868.00
Coastal Audio/Video LLC.	\$6,921.95

Abonmarche recommends purchase to BTS Telecom, the low bidder in the amount of \$3,604.00 upon approval by the MDNR.

## Trash Receptacles

Three (3) quote packages for the purchase of an additional two (2) trash receptacles were received by March 14, 2014. Below are the results of the quotes.

<u>Prepared by:</u>	<u>Total Amount</u>
Playworld Midstates	\$1,988.00
Graber Manufacturing, Inc.	\$2,248.00
Miracle Midwest	\$3,922.72

Abonmarche recommends purchase to Playworld Midstates, the low bidder in the amount of \$1,988.00 upon approval by the MDNR.

## Bleachers

Four (4) quote packages for the purchase of an additional six (4) 4-Row bleachers were received by March 14, 2014. Below are the results of the quotes.

<u>Prepared by:</u>	<u>Total Amount</u>
Superior Play	\$12,425.00
Playworld Midstates	\$12,720.00
Miracle Midwest	\$12,720.00
Highland Products Group, LLC.	\$13,359.41



Abonmarche recommends purchase to Superior Play, the low bidder in the amount of \$12,425.00 upon approval by the MDNR.

### **Park Sign**

Three (3) quote packages for the purchase of Park Sign were received by March 14, 2014. Below are the results of the quotes.

<u>Prepared by:</u>	<u>Total Amount</u>
Anchor Signs	\$1,200.00
Art & Image	\$2,350.00
Sign Art	\$3,716.00

Abonmarche recommends purchase to Anchor Signs, the low bidder in the amount of \$1,200.00 upon approval by the MDNRE.

### **Player Benches**

Three (3) quote packages for the purchase of Player Benches were received by March 14, 2014. Below are the results of the quotes.

<u>Prepared by:</u>	<u>Total Amount</u>
Miracle Midwest	\$1,699.00
Playworld Midstates	\$1,777.00
Superior Play	\$1,983.50

Abonmarche recommends purchase to Miracle Midwest, the low bidder in the amount of \$1,699.00 upon approval by the MDNR.

### **Bike Racks**

An additional to the above quotes, one (1) quote was received for a Bike Rack purchase in the amount of \$297.00. Abonmarche recommends purchase to Playworld Midstates for the purchase of the bike racks to be installed at Elkenburg Park.



The recommendations for purchase are summarized below.

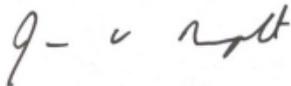
Item	Supplier	Installation Method	Cost
<b>Playground Equipment</b>	Sinclair Recreation, LLC.	Community Build	\$52,000.00
<b>Security Camera System</b>	BTS Telecom	Supplier	\$3,604.00
<b>Trash Receptacles</b>	Playworld Midstates	City	\$1,988.00
<b>Bleachers</b>	Superior Play	City	\$12,425.00
<b>Park Sign</b>	Anchor Signs	City	\$1,200.00
<b>Player Benches</b>	Miracle Midwest	City	\$1,699.00
<b>Bike Racks</b>	Playworld Midstates	City	\$297.00
<b>TOTAL</b>			<b>\$73,213.00</b>

We also have reviewed the remaining grant that would remain after the proposed purchases are made and found that approximately \$18,000 will remain from the grant. Example uses of the remaining funding could be additional benches, fencing, and trees, or be utilized as contingency for the above installed items. The remaining funds would be subject to review and approval by the MDNR prior to its use.

Should you have any questions or comments, please feel free to contact our office.

Sincerely,

ABONMARCHE



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

JWM/vsc

Attachment: Quote Packages  
 Quote Tabulation Form



Project Name: Elkenburg Park Phase II Improvements  
 Project Number: 13-0391  
 Quote Summary

Item	Total	Low Bidder/Notes	Total Cost	
<b>1. Playground Equipment</b>				
A.	Sinclair Recreation, LLC.	<b>\$52,000.00</b>	<i>Similar Components, Low Bidder</i>	<b>\$52,000.00</b>
	Superior Play	<b>\$51,230.00</b>	<i>Alternate Playground Footprint</i>	
	Playworld Midstates	<b>\$52,305.00</b>	<i>Smaller Components</i>	
B.	Play Environments, Inc.	<b>\$54,500.00</b>	<i>Similar components</i>	
	Miracle Midwest	<b>\$50,149.00</b>	<i>Safety Surfacing, no tools</i>	
<b>2. Security Camera System</b>				
	BTS Telecom	<b>\$3,604.00</b>	<i>Low Bidder</i>	<b>\$3,604.00</b>
	Secant Technologies	<b>\$4,868.00</b>		
	Coastal Audio/Video	<b>\$6,921.95</b>		
<b>3. Trash Receptacles</b>				
	Playworld Midstates	<b>\$1,988.00</b>	<i>Low Bidder</i>	<b>\$1,988.00</b>
	Graber Manufacturing	<b>\$2,248.00</b>		
	Miracle Midwest	<b>\$3,922.72</b>		
<b>4. Bleachers</b>				
	Superior Play	<b>\$12,425.00</b>	<i>Low Bidder</i>	<b>\$12,425.00</b>
	Playworld Midstates	<b>\$12,720.00</b>		
	Miracle Midwest	<b>\$12,720.00</b>		
	Highland Products Group, LLC	<b>\$13,359.41</b>		
<b>5. Park Sign</b>				
	Anchor Signs	<b>\$1,200.00</b>	<i>Low Bidder</i>	<b>\$1,200.00</b>
	Art & Image	<b>\$2,350.00</b>		
	Sign Art	<b>\$3,716.70</b>		
<b>6. Player Benches</b>				
	Miracle Midwest	<b>\$1,699.00</b>	<i>Low Bidder</i>	<b>\$1,699.00</b>
	Playworld Midstates	<b>\$1,777.00</b>		
	Superior Play	<b>\$1,983.50</b>		
<b>7. Bike Racks</b>				
	Playworld Midstates	<b>\$297.00</b>	<i>Single Quote Needed</i>	<b>\$297.00</b>
			<b>TOTAL</b>	<b>\$73,213.00</b>



# **PLAYGROUND EQUIPMENT QUOTES**





# SINCLAIR RECREATION, LLC

128 EAST LAKEWOOD • SUITE 40 • HOLLAND, MI 49424 • P.O. BOX 1409 • HOLLAND, MI 49422-1409  
PHONE: (800) 444-4954 • FAX: (616) 392-8634 • WEBSITE: [www.sinclair-rec.com](http://www.sinclair-rec.com)

March 12, 2014

City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

Attn: Paul Vandebosch, Project Manager

RE: Elkenburg Park Phase II Improvements

Dear Paul

Thank you for the opportunity to bid on your playground and surfacing project. Enclosed you will find our proposal for the new playground equipment, surfacing and supervision for Elkenburg Park. We have included two different options for you to look at.

## OPTION ONE

**Powerscape custom structure**

**\$52,000.00**

This option includes GameTime's premier Powerscape system and Xscape to create a unique custom structure. We have included all of the components on your list, as well as the Engineered Wood Fiber Surfacing and supervision of your volunteers.

## OPTION TWO

**PrimeTime custom structure**

**\$48,000.00**

This option includes a hybrid of our PrimeTime system and Xscape equipment into a custom structure for you. We have also included the surfacing and the supervision of your volunteers.

Sinclair Recreation specializes in volunteer supervisions. Please see our enclosed information on our qualifications for your project.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Diane Sinclair  
President





**GameTime c/o Sinclair Recreation**  
**PO Box 1409**  
**Holland, MI 49422-1409**  
**Ph: 800-444-4954**  
**Fax: 616-392-8634**

**QUOTE**  
**#59683**

03/07/2014

**City of South Haven - Elkenburg Park - Option One**

City of South Haven  
 Attn: Paul Vandenbosch  
 539 Phoenix Street  
 South Haven, MI 49090

Project #: P52882  
 Ship To Zip: 49090

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - Custom Powerscape Structure (1) 4839 -- Click Wheel Ass'y (1) 4840 -- Answer Wheel Ass'y (1) 4841 -- Maze Wheel Ass'y (1) 4842 -- Echo Chamber Ass'y (1) 4845 -- Stained Glass Ass'y - Red (2) 6232 -- Pod (1'-0") (2) 6233 -- Pod (2'-0") (1) 7071 -- RockScape Rock Step Link (1) 7087 -- RockScape Arch Wall (1) 7092 -- RockScape Lightning Climber (1) 7093 -- RockScape Circle Stepper (2) 26058 -- 3 Way X-Pod Step (1) 26062 -- Trapeze Quad Circuit (1) 26063 -- Bubble Climbing Wall Attachment (1) 26065 -- Hang Out Wall (1) 26067 -- Ladder Wall Attachment (1) 26070 -- Sail Climbing Wall Attachment (1) 26081 -- Sky Wheels (2) 26086 -- Heliocentrix Support Rung (with tab) (1) 26087 -- Heliocentrix (1) 26088 -- Tri Ladder (1) 26092 -- PS Plus Single Link Cross Beam (15) 26094 -- Triangular Shroud (1) 26095 -- Hanging Pod Link (1) 26096 -- Arched Chain Net Link (stainless) (1) 26102 -- Upright 2-Way Link (1) 26105 -- Heliocentrix Support Rung (w/out tab) (3) 80000 -- 49" Sq Punched Steel Deck (1) 80688 -- 2' Tri Transfer Platform (1) 80930 -- Gizmo Panel - 5 Gizmos	\$70,837.00	\$70,837.00



**GameTime c/o Sinclair Recreation**  
**PO Box 1409**  
**Holland, MI 49422-1409**  
**Ph: 800-444-4954**  
**Fax: 616-392-8634**

**QUOTE**  
**#59683**

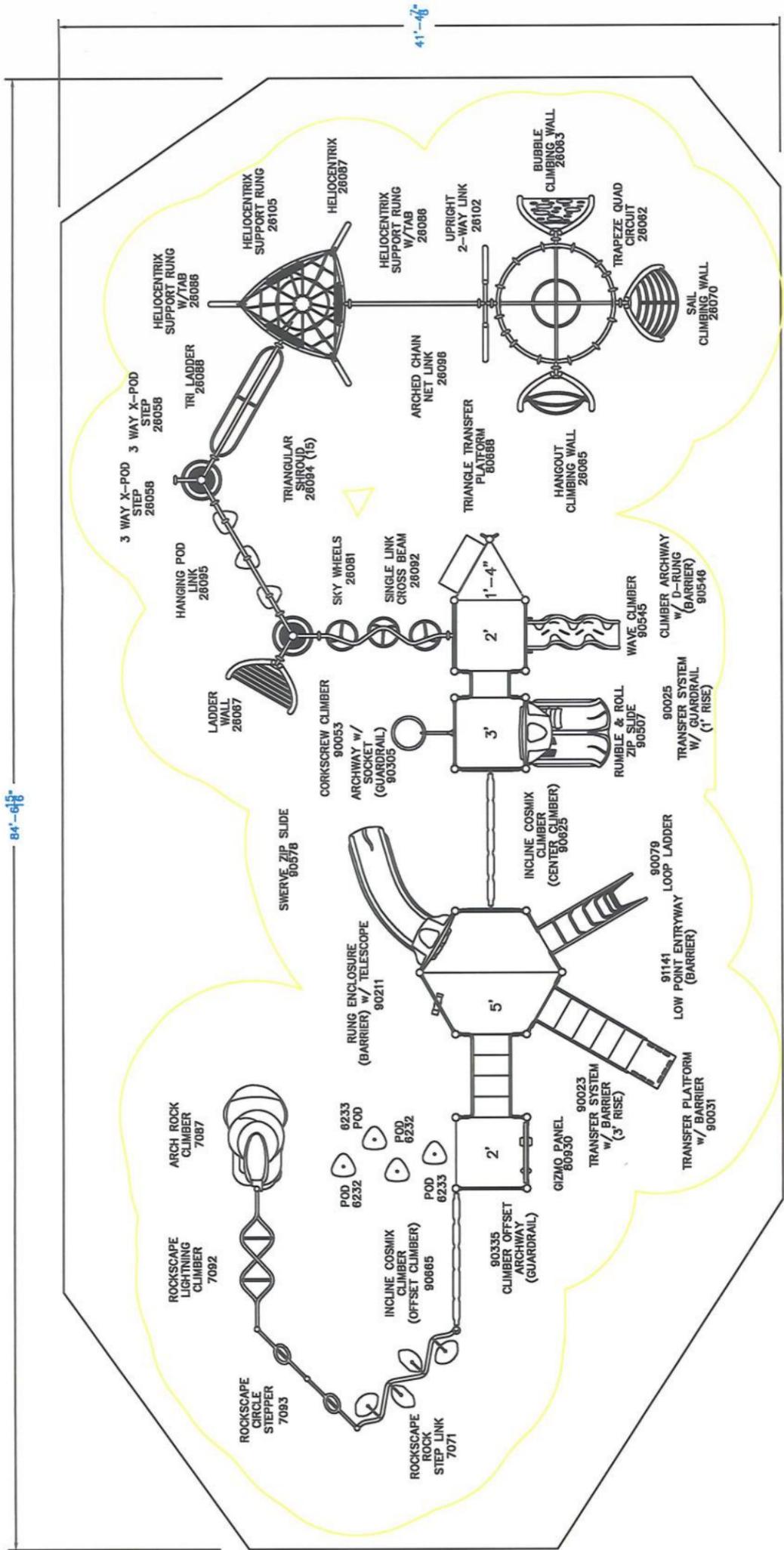
03/07/2014

**City of South Haven - Elkenburg Park - Option One**

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90004 -- Two Piece Hex Deck		
		(1) 90023 -- 3'-0" Transfer System - Barrier		
		(1) 90025 -- 1' Transfer System - Guardrail		
		(1) 90031 -- 5' Transfer Platform - Barrier		
		(1) 90053 -- 3' Corkscrew Climber		
		(1) 90079 -- 5' Loop Ladder		
		(1) 90211 -- Rung Enclos w/Telescope Barrier Above		
		(3) 90266 -- 8' Upright Ass'Y (Alum)		
		(6) 90267 -- 9' Upright Ass'Y (Alum)		
		(3) 90268 -- 10' Upright Ass'Y (Alum)		
		(6) 90269 -- 11' Upright Ass'Y (Alum)		
		(2) 90271 -- 13' Upright Ass'Y (Alum)		
		(1) 90305 -- Archway w/Socket (Guardrail)		
		(1) 90335 -- Offset Archway (Guardrail)		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(1) 90545 -- 4' Wave Climber		
		(1) 90546 -- Climber Archway w/D Ring (Barrier)		
		(1) 90578 -- Zip Swerve Slide (single) 4-6" & 5'-0"		
		(1) 90625 -- Inclined Cosmix Climber (center climbe		
		(1) 90665 -- Inclined Cosmix Climber (offset climbe		
		(1) 91141 -- Low Point Entryway - Barrier		
		(1) G12023 -- 3 1/2" Uprt Ass'Y Galv 8'		
		(4) G12026 -- 3 1/2" Uprt Ass'Y Galv 11'		
3218	EWF	GT-Impax - Engineered Wood Fiber Surfacing	\$1.25	\$4,022.50
1	INSTALL	Installation - Supervised Installation of your volunteers	\$3,200.00	\$3,200.00

SubTotal: \$78,059.50  
 Discount: (\$29,776.30)  
 Freight: \$3,716.80  
**Total Amount: \$52,000.00**

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.



Total Square Footage of Engineered Wood Fiber Surfacing: 3218 Square Feet



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

**City of South Haven**  
Elkenburg Park - Option One  
Community Build Playground  
Representative  
Sinclair Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 18" x 24" format

The play equipment and layout comply with the applicable Department of Justice 2010 ADA Standards for Accessible Design. Also the play equipment design and connections have been reviewed and are compliant with ASTM F1487-11.

Owner/operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2479, and F1487 (U.S.) or CAN/CSA Z614 (Canada).

Drawn By:	DLS	0	0	0	0
Date:	4-7-14	0	0	0	0
Drawing Name:	South Haven - Elkenburg	0	0	0	0
Total Elevated Play Components	0	0	0	0	0
Total Elevated Play Components Accessible By Ramp	0	0	0	0	0
Total Elevated Components Accessible By Transfer	0	0	0	0	0
Total Accessible Ground Level Components Shown	0	0	0	0	0
Total Different Types Of Ground Level Components	0	0	0	0	0



Sinclair Recreation  
1-800-444-4954/[www.Sinclair-rec.com](http://www.Sinclair-rec.com)

# CITY OF SOUTH HAVEN Elkenburg Park Phase II Improvements - Option One



A PLAYCORE Company  
800.235.2440 / [www.gametime.com](http://www.gametime.com)



**All P.O.'s Contracts or Checks Payable to:**  
**Landscape Structures, Inc.**  
**SDS 12-0395, PO BOX 86**  
**Minneapolis, MN 55486-0395 USA**

# Proposal

Date	Project #
3/3/2014	14-099-1

<b>Name / Address</b>
City of South Haven 539 Phoenix Street South Haven, MI 49090

<b>Ship To</b>
City of South Haven Public Works Attn: Ron Dotson 269-637-0737 1199 8th Ave South Haven, MI 49090

<b>Customer Contact</b>	<b>Customer Phone</b>	<b>Customer Fax</b>	<b>Terms</b>	<b>P.O. No.</b>	<b>Rep</b>
Ron Dotson	269-637-0700	269-637-5319	Net 30		JRS

Item	Description	Qty	Weight	Price	Total
Custom	Evos Design 1919	1		51,230.00	51,230.00T

Proposal Good For 30 Days.  
 Ship Via: Common Carrier  
 Please Call 24 hours prior to delivery: \_\_\_\_\_  
 Signature below accepting this proposal will constitute a purchase order.

<b>Subtotal</b>	51,230.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	51,230.00

Accepted By Customer \_\_\_\_\_

Superior Play, LLC  
 889 S. Old US 23 Brighton, MI 48114  
 P:810-229-6245 TF: 888-778-7529 Fax: 810-229-6256



**All P.O.'s Contracts or Checks Payable to:**  
**Superior Play, L.L.C.**  
**889 S. Old US Highway 23**  
**Brighton, MI 48114 USA**

# Proposal

Date	Proposal #
3/3/2014	14-099

Bill To:
<b>City of South Haven</b> <b>539 Phoenix Street</b> <b>South Haven, MI 49090</b>

Ship To
<b>City of South Haven Public Works</b> <b>Attn: Ron Dotson 269-637-0737</b> <b>1199 8th Ave</b> <b>South Haven, MI 49090</b>

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
<b>Ron Dotson</b>	<b>269-637-0700</b>	<b>269-637-5319</b>	<b>Net 30</b>		<b>JRS</b>

Item	Description	Qty	Weight	Price	Total
<b>EWFB</b>	<b>Engineered Wood Fiber - Bulk</b>	<b>112</b>		<b>17.15</b>	<b>1,920.80T</b>
<b>Freight</b>	<b>Freight</b>	<b>1</b>		<b>1,849.20</b>	<b>1,849.20T</b>
<b>CB</b>	<b>Community Build Supervision- 5 Days</b>	<b>1</b>		<b>0.00</b>	<b>0.00T</b>
	<b>*Excavation to be done by City of South Haven*</b>				

Ask about our "Customer for Life" maintenance agreement including certified inspections and state required documents:  
 One year \$250; Two Year \$400; Three Year \$500

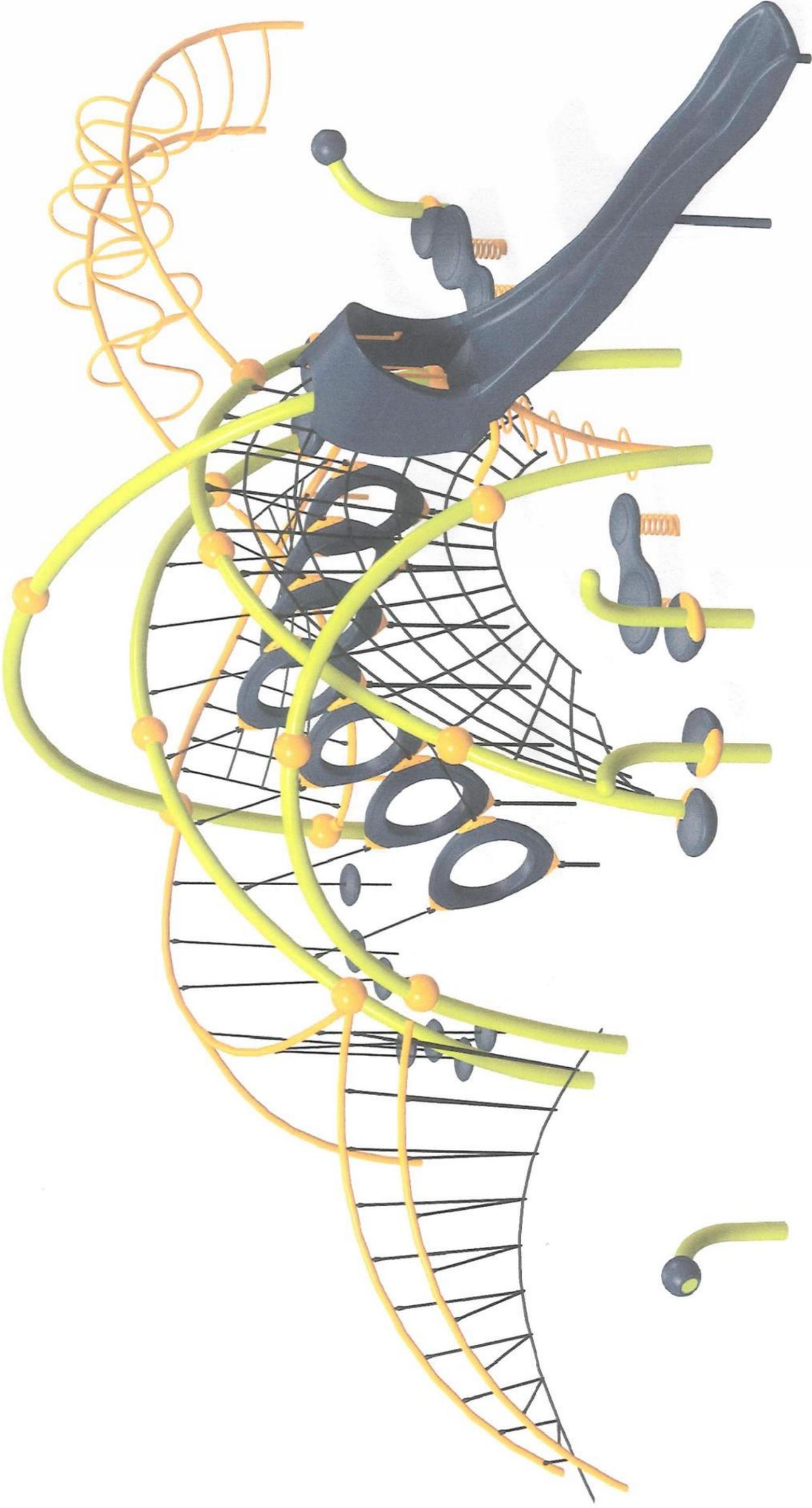
<b>Subtotal</b>	<b>\$3,770.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$3,770.00</b>

**Proposal Good For 30 Days**  
**Ship Via: Common Carrier**  
**Please Call 24 Hours Prior To Delivery:** \_\_\_\_\_

**Signature below accepting this proposal will constitute a purchase order.**

\_\_\_\_\_  
 Accepted By Customer

**Superior Play, LLC**  
**889 S. Old US 23 Brighton, MI 48114**  
**P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256**



**Better playgrounds.  
Better world.®**

[playlsi.com](http://playlsi.com)



**lsi**  
landscape  
structures®

Proudly presented by:

**lsi**  
landscape  
structures®





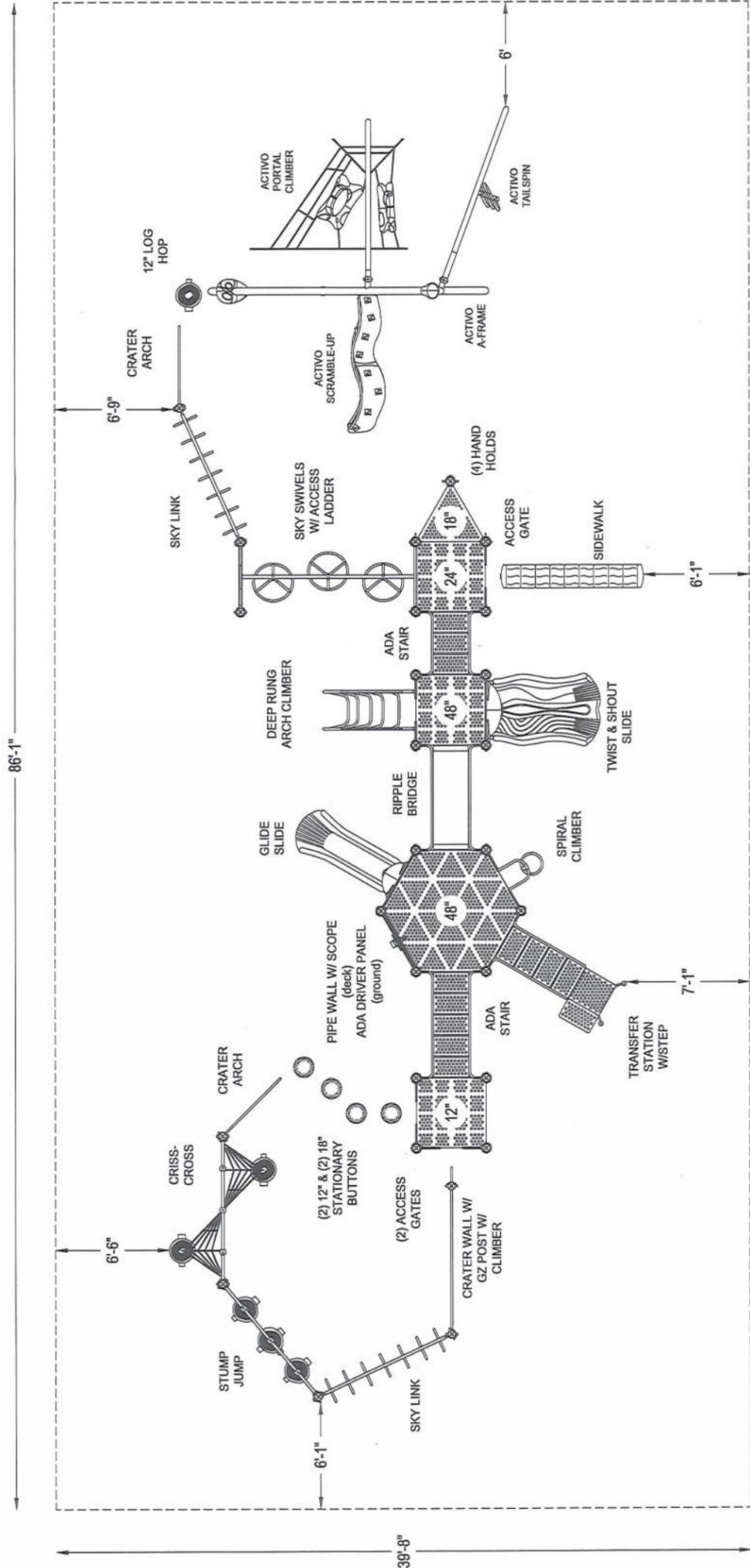
# ELKENBURG PARK

SOUTH HAVEN, MI 49090

**PLAYWORLD**  
 PLAYWORLD MIDSTATES  
 INDIANA | MICHIGAN | OHIO  
 www.playworldmidstates.com  
 1.800.367.4440

© 2007 Playworld Systems, Inc.  
 Playworld is a brand of Playworld Systems, Inc.

PROJECT NO: 14-0906.PMD		SITE PLAN	
REV: B		PLAYMAKERS	
DATE: 13-MAR-14		DRAWN BY: R. DIEFFENBACH	
SCALE: 1/8" = 1'-0"			

\*Playground Supervision Required

# Elkenburg Park

**PLAYWORLD**  
*Midstates*  
INDIANA | MICHIGAN | OHIO  
www.playworldmidstates.com  
info@playworldmidstates.com  
1.800.367.4440



Manufactured by  
**PLAYWORLD SYSTEMS**  
The world needs play.®

# Elkenburg Park

**PLAYWORLD**  
*Midstates*  
INDIANA | MICHIGAN | OHIO  
www.playworldmidstates.com  
info@playworldmidstates.com  
1.800.367.4440



Manufactured by  
**PLAYWORLD**  
**SYSTEMS**  
The world needs play.®

# Elkenburg Park

**PLAYWORLD**  
*Midstates*  
INDIANA | MICHIGAN | OHIO  
www.playworldmidstates.com  
info@playworldmidstates.com  
1-800-367-4440



Manufactured by  
**PLAYWORLD**  
**SYSTEMS**  
The world needs play.®



THIS PLAYGROUND  
WILL ACCOMMODATE  
100 CHILDREN

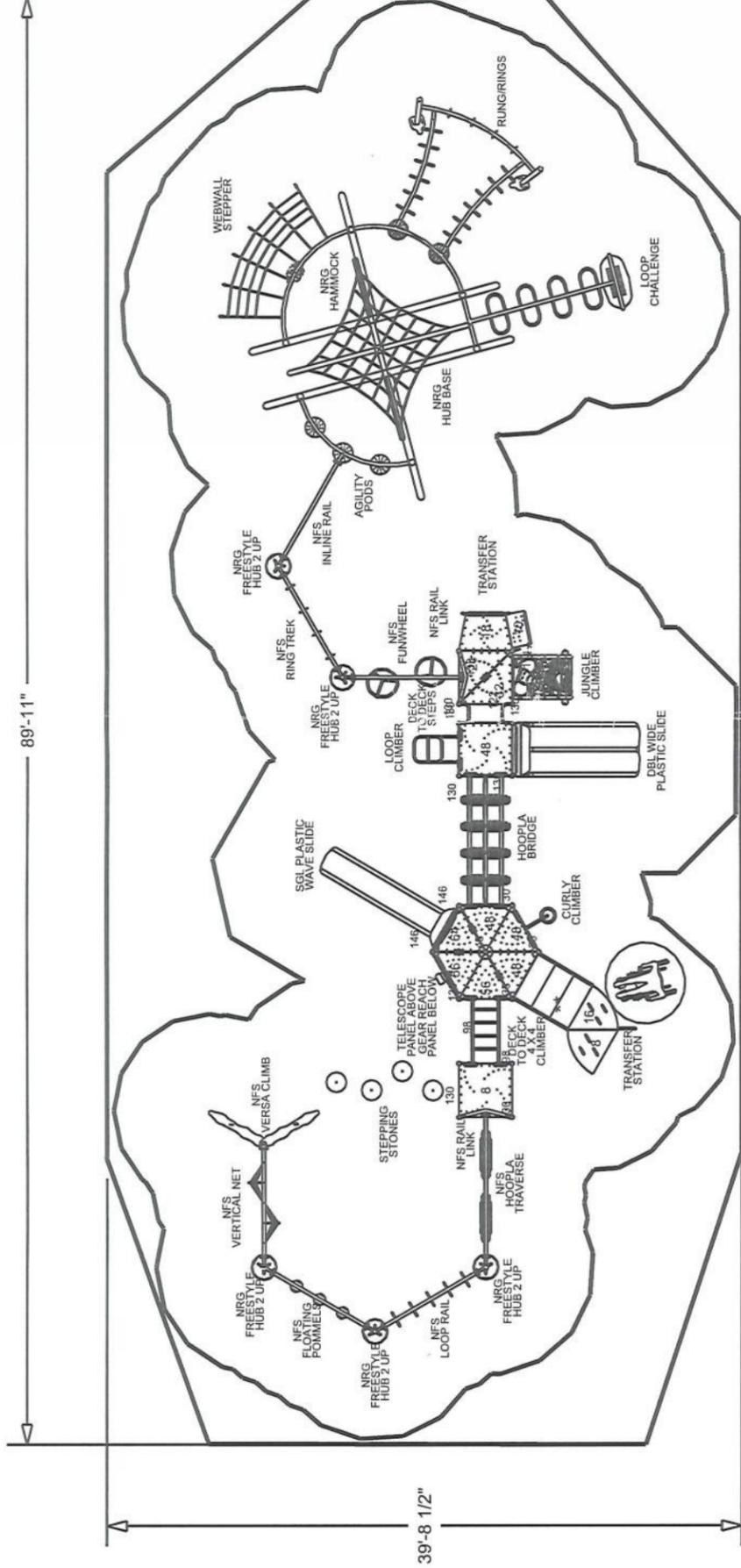
LEED points for  
this structure  
2

NOTES

Scale\*: 1/10"=1'

- The 2010 American with Disabilities Act (ADA) along with Architectural Barriers Act (ABA) Accessibility Guidelines requires you by law to make your park/play area accessible when viewed in its entirety. Please consult the Accessible Guidelines.
- For play equipment to be considered accessible an accessible route must be available within the play area to all identified accessible components per ADA and ABA.
- When adding to an existing play area, it is important to consider the total elevated components to ground level requirements including accessible routes.
- All deck heights are measured from the top of the finished protective surfacing material.
- Fall absorbing protective surfacing material is required under and around all play equipment within the play area.
- The minimum recommended use/fall zone around each play structure and/or independent play equipment is outlined on the layout drawing.
- Age appropriate label locations are marked with a double asterisk. (\*\*)
- The requirement for a Play Builder installation is that the post can not be set prior to installing the decks.
- All post lengths are identified by text showing the post lengths, i.e. 2210 or 87 represents a 2210mm or 87 inch post. Scale for reference only. Use dimensions as shown.
- Elevated Play Activities Total: 11
  - Accessible By Transfer: 9 (6 req)
  - Accessible By Ramp: 0 (0 req)
  - Ground Level Activity Type: 9 (3 req)
  - Ground Level Activity Quantity: 13 (4 req)

\* Scale for reference only. Use dimensions as shown.



Area: 3303 sq. feet  
Perimeter: 234 feet



Playgrounds Fun & Easy!

Representative:  
Jill Vander Meulen  
Play Environments Inc.  
616-395-2565

Project:  
Elkenburg Park 5

Project No.  
LP558\_41603399468\_1  
Drawn: 2013-11-25  
Drawn By: Jill Vander Meulen

PlayArea:1  
Product line:PlayBuilders  
Age group:5-12  
Post type:Galv. 1 1/2ga. / Plastic  
Play Builder Accent Color:Yellow  
Play Builder Post Color:Blue  
PB Panel/Crawl Tunnel Color:Sport Red  
PB Roof/Table Color:Sport Red  
PB Slide Color:Sport Red  
PB Vinyl Clr:Blue  
Rail Accent Color:Yellow  
VersaClimb Plastic Clr:Warm Granite  
NFS Post Color:Blue  
Nfs Hoopla Plastic Color 1:Sport Red  
Nfs Hoopla Plastic Color 2:Blue  
Hoopla\_Plastic\_Clr\_1:Sport Red  
Hoopla\_Plastic\_Clr\_2:Blue  
Hoopla\_Plastic\_Clr\_2:Blue  
NRG Accent Color:Yellow  
NRG Plastic Clr:Sport Red  
InfinityWing Blink Pl Clr:Blue  
InfinityWing Foot Pl Clr:Blue  
NRG Plastic Clr 2:Sport Red  
NRG Post Color:Blue  
NRG Plastic Clr 3:Sport Red  
NFS Fun Wheel Color:Blue  
KB Climber Clr:Blue  
Laminate Color:Blue/Yellow/Blu  
Mount Option:Buried

Playground Layout  
Compliance:

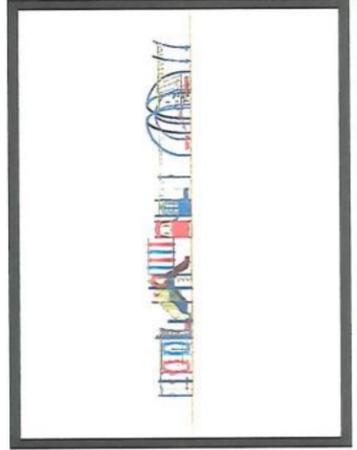
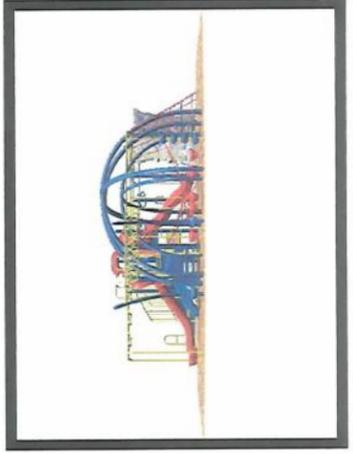
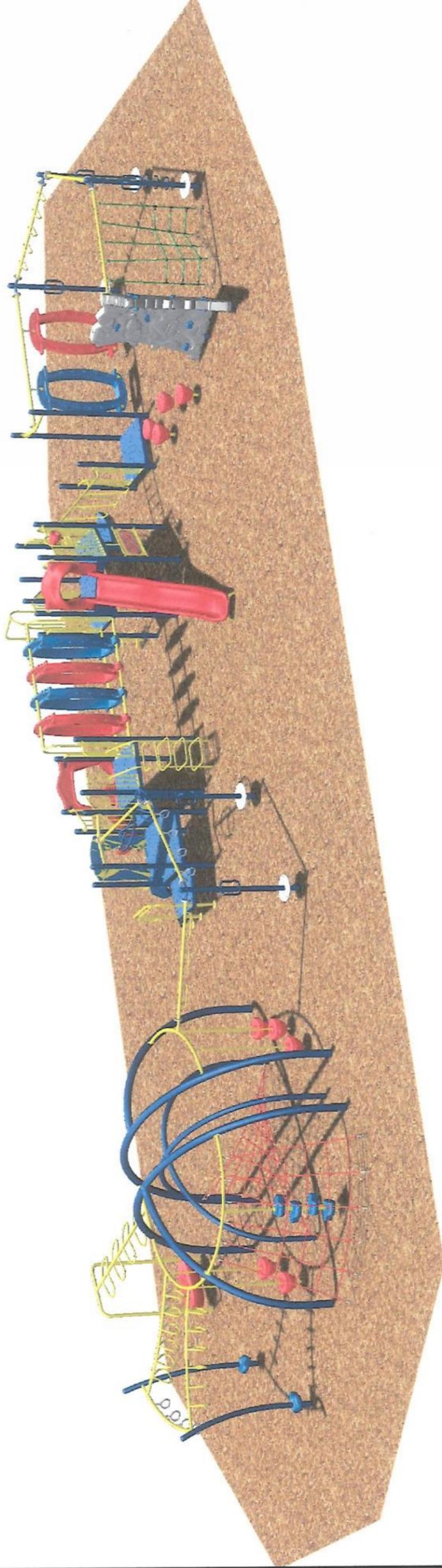
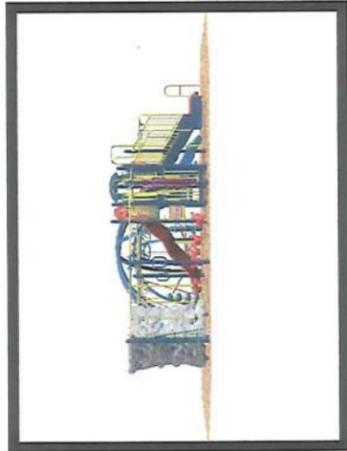
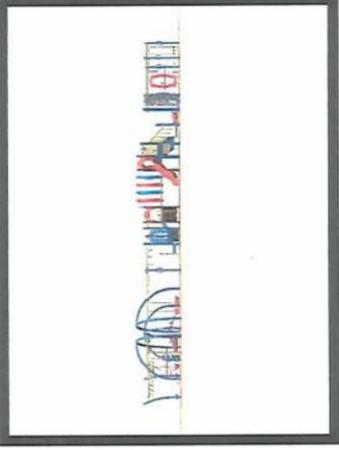
- ✓ Final Access Board Regulations
- ✓ CPSC Handbook for Public Safety
- ✓ ASTM F1487

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

PlayPower LT Farmington, Inc.  
P.O. Box 897  
Farmington, Missouri 63640  
Phone: 1-800-325-8828  
Fax: 573-756-0319  
www.ltcps.com



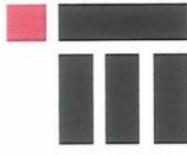
# View 1



Project:  
**Elkenburg Park 5**

Project No. LP558\_41603399468\_1  
Drawn: 2013-11-25

Presented By:



ENGINEERING INTENT

Jill Vander Meulen  
Play Environments Inc.  
616-395-2565



This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.  
800-325-8828 www.ltcps.com



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MiracleMidwest.com

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Michigan, Indiana,  
& Ohio!

**QUOTATION**

TO: City of South Haven  
Attention: Paul Vandebosch, Project Manager  
1199 8<sup>th</sup> Ave  
South Haven, MI

DATE: 3/14/14  
SUBJECT: Elkenburg Park Phase II – Playground  
QUOTE FIRM: 30 Days  
DELIVERY TIME ARO: 3 – 4 weeks

PRICES QUOTED: F.O.B: JOBSITE

TERMS: **ORDER CANNOT BE PLACED WITHOUT A SIGNED QUOTE OR PURCHASE ORDER. ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.** ORDER IS NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER OR LETTER OF PURCHASE. OTHERS NEED IRREVOCABLE LETTER OF CREDIT WITH PURCHASE ORDER. UNSATISFACTORY/NO CREDIT HISTORY: PAYMENT WITH ORDER.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

**MIRACLE**

1	86_41708553414	Custom Structure to Match Specified	
		Equipment Total	\$ 42,143.00
		Freight (8,600lbs. <i>Valid only for 30 days</i> )	\$ 2,870.00
		<b>Delivered Price of Equipment ONLY</b>	<b>\$ 45,013.00</b>
		<b>Delivered Price if payment received w/ order</b>	<b>\$ 43,749.00</b>

**SAFETY SURFACING**

141 <i>cyds</i>		FIBAR Engineered Wood Fiber (EWF)	\$ 1,500.00
		<i>Safety Surfacing, 9" Compacted (11' Fall Height)</i>	
3,928 <i>sqft</i>	Single Layer	Geotextile Landscape Fabric	\$ 336.00
		Freight (Freight Quote is only valid for 30 days)	\$ 1,064.00
		<b>Delivered Price of FIBAR EWF</b>	<b>\$ 2,900.00</b>

Supervision of your volunteer installation:

Thursday, Friday, Saturday – Supervisor and assistant \$ 3,500.00  
First Three Weekends in May are available

Supervision includes:

- Planning meeting two weeks before build day
- Pre-assembly day with select volunteers on Thursday – 15 Volunteers
- Up to ten (10) hours on build days Friday & Saturday – 20 Volunteers each day
- Some selected tools including Transit/Laser Level

Supervision does not include:

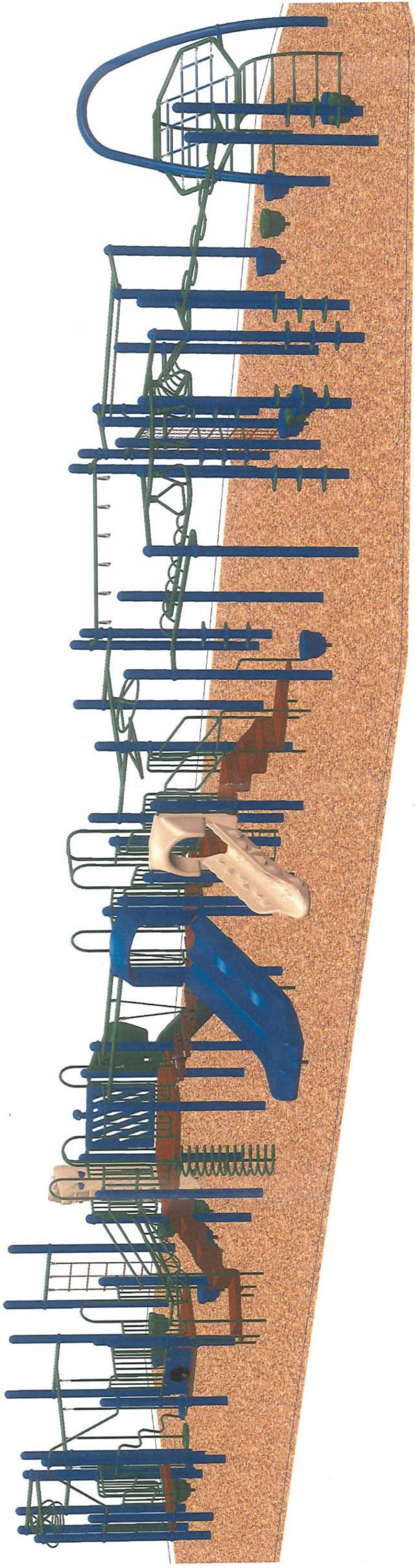
- Site Preparation/Excavation, Unloading, Bobcat or similar equipment to auger holes
- Crane or similar equipment necessary to lift roofs/tall spiral slides into place
- Volunteers, Concrete, Tools, 2x4's, or any other material/labor necessary to install your playground and/or surfacing

**TOTALS SUMMARY:**

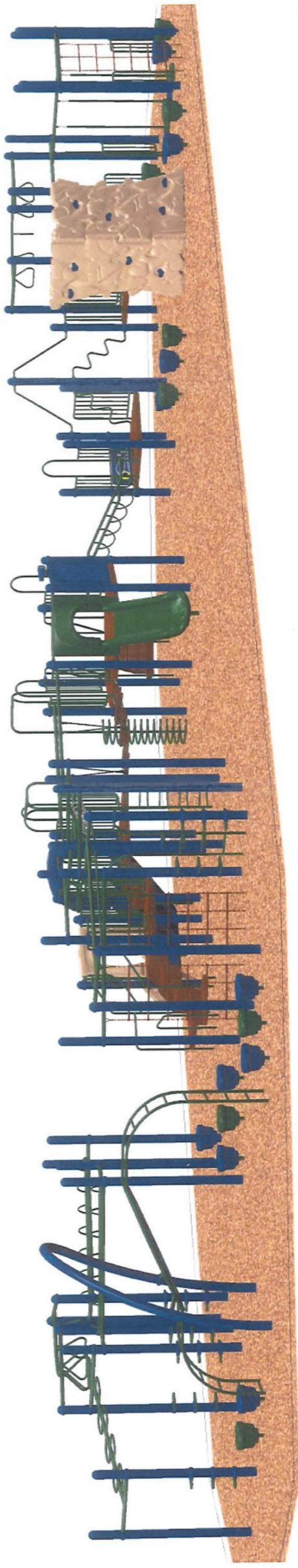
TOTAL PROJECT COST – NET 30 DAYS	\$ 51,413.00
TOTAL PROJECT COST - PAYMENT SENT WITH ORDER	\$ 50,149.00

Playground Equipment | Steel, Wood, & Fabric Shelters | Splashpads | Athletic Equipment | Safety Surfacing | Dog & Specialty Parks | Site Furniture

**City of South Haven**  
**Elkenburg Park Phase II**  
**South Haven, MI**

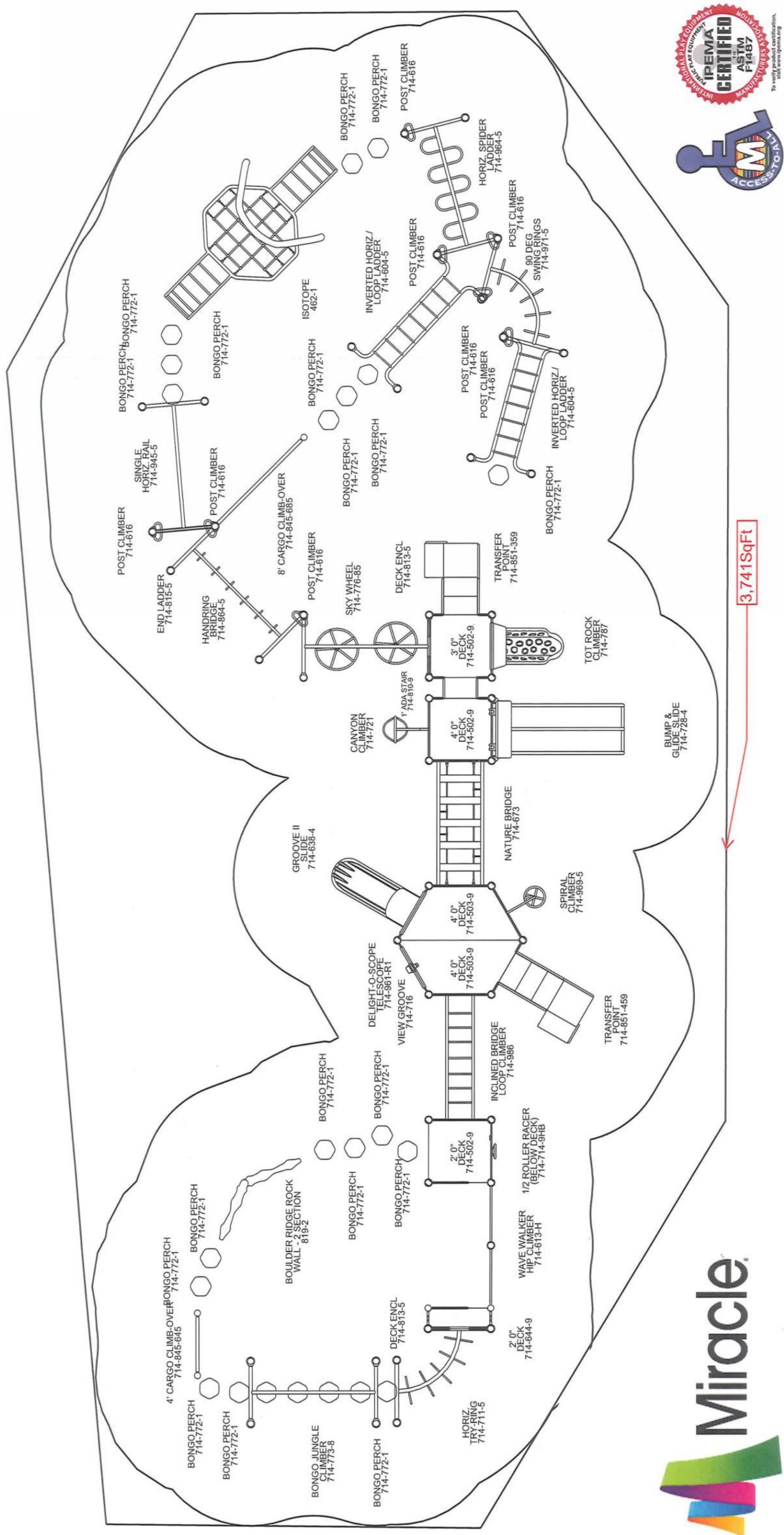


**City of South Haven**  
**Elkenburg Park Phase II**  
**South Haven, MI**



# Elkenburg Park South Haven, MI

FOR KIDS	9
AGES	5-12
YEARS	
ELEVATED PLAY ACTIVITIES - TOTAL	9
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	9
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0
GROUND LEVEL ACTIVITY TYPE	4
GROUND LEVEL ACTIVITY QUANTITY	30



3,741 Sq Ft

<b>Miracle Midwest</b> PO Box 829 Okemos, MI, 48805 GROUND SPACE: 84' X 32' PROTECTIVE AREA: 97' X 44' DRAWN BY: Miracle Maker		PHONE NO: FAX NO: SCALE: 1"=6' DATE: March 12, 2014	<b>86_41708553414</b> <input checked="" type="checkbox"/> COMPLIES TO ASTM/CPSC TYPE: <input checked="" type="checkbox"/> COMPLIES TO ADA	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.  AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.			QUANTITY: <input checked="" type="checkbox"/>	

# **SECURITY CAMERA SYSTEM QUOTES**



# ESTIMATE



Abonmarche  
 95 West Main Street  
 P.O. Box 1088  
 Benton Harbor MI 49023  
 jbuck@abonmarche.com  
 269-927-2295 ext. 118

Primary Contact: Jeffrey Buck

<b>Estimate</b>	9121
<b>Date</b>	02/28/14
<b>Total</b>	\$3,604.00
<b>Payments</b>	\$0.00
<b>Balance Remaining</b>	\$3,604.00

BTS Telecom  
 207 Hawthorne Ave  
 ST Joseph MI 49085  
 USA  
 269-983-4765

Item	Description	Unit Cost	Quantity	Line Total
Description	Provide and install one 4 channel, stand alone, DVR with 1 TB storage and 2 day/night exterior vandal proof dome cameras for the Elkenburg Park project. Both cameras will have 2.8 to 12mm varifocal lenses, 700 TV line picture quality, and the IR illumination will be capable of approximately a 80 ft. distance. Also included will be a power supply for the cameras and one 19" monitor. One quad power receptical will be necessary and will be provided by others.	\$0.00	1.0	\$0.00
Material Taxable	ALTV244 24VAC Power Supply	\$63.00	1.0	\$63.00
Material Taxable	DWVF41T 4 channel 1TB DVR	\$495.00	1.0	\$495.00
Material Taxable	VA1938 19" VGA Monitor	\$149.00	1.0	\$149.00
Material Taxable	V6563DIR 700TVL 2.8-12mm IR outdoor vandal dome camera	\$240.00	2.0	\$480.00
Material Taxable	RG59-18/2 Siamese wire	\$0.20	100.0	\$20.00
Material Taxable	Mall Mount Shelf	\$35.00	1.0	\$35.00
Labor (regular working hours)	Installation, set up, and training	\$1,120.00	1.0	\$1,120.00
MISC	Total sales tax if applicable	\$1,242.00	1.0	\$1,242.00

Subtotal	\$3,604.00
Tax:	\$0.00
<b>Total:</b>	<b>\$3,604.00</b>

**Terms**

**Notes**



# QUOTE 140174

## Secant Technologies

Computers, networking, and whatever else comes next.

6395 Technology Ave., Kalamazoo, MI 49009

Phone (269) 375-8996 Fax (269) 375-4222

Date	March 7, 2014
Expiration Date	April 6, 2014
Customer Number	NA
Account Representative	
Prepared by	Robert Lankford

To City of South Haven  
Elkenberg Park

*Thank you for the opportunity!*

Phone: NA

Fax: NA

### Camera System

QTY	Item Number	Description	Unit Price	Ext. Price
1	KIT PROJECT PARTS	PHYSICAL INFRASTRUCTURE - ACCESS CONTROL PARTS AND MATERIALS	\$3,900.00	\$3,900.00
1	L1 - VS/AC LABOR	PHYSICAL INFRASTRUCTURE - ACCESS CONTROL LABOR	\$968.00	\$968.00

CASH ACCOUNT CLIENTS: Pre-Payment is required to process your order.

CLIENTS WITH OPEN CREDIT ACCOUNT: a 50% deposit is required to place your project/order into our scheduling queue and/or authorize the ordering of equipment for subsequent billing.

Subtotal	\$4,868.00
Misc.	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$4,868.00</b>

Quote accepted by: \_\_\_\_\_

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

**Please fax your signed acceptance back to 269-375-4222**



## Secant Technologies

*Computers, networking, and whatever else comes next.*

6395 Technology Ave., Kalamazoo, MI 49009

Phone (269) 375-8996 Fax (269) 375-4222

## Description of Work

Camera System

**QUOTE 140174**

Camera System Installation

Revision Date

3/7/2014

### Quote For:

- One Exacq NVR with 1TB of Storage
- 2 Panasonic WV-SW155 Cameras
- All Required cabling and mounting hardware
  
- Training of:**
  - Client on use of Exacq System
  - Configuration of System.

### Client Responsibilities and Project Assumptions

- Client is to provide access to the facility during normal business hours (8 a.m. - 5 p.m., Mon. - Fri.)
- Client is to provide access to the systems being worked on and the network.
- Client and/or other contractor is to provide switch configuration, And switch ports if necessary, for the functionality of network video surveillance cameras.
- Client and/or other contractor is to provide the necessary network electronics necessary for the functionality of the network video surveillance cameras.
- Additional Circuits and Associated Elements; Electrical Contractor to be responsible for any required 120V AC circuits and associated conduit, building penetrations, boxes, surge suppression and grounding required for network video surveillance devices, if applicable, as well as backup power connections if applicable.
- Document Contradictions: If any contradiction between this document and the actual sales order exist, the intent of the sales order shall prevail.

# Estimate

3/12/2013

Coastal Audio/Video L.L.C  
515 Williams St. Unit #5  
South Haven , MI 49090

## Customer

City of South Haven  
Elkenburg Park Camera System

Item	Description	Qty	Cost	Total
Camera Equipment	4 Channel Covert Wall Mounted DVR with 1TB Storage and built-in monitor	1	1,299.99	1,299.99T
Camera Equipment	Day/Night Bullet Cameras with Varifocal Lens	2	599.99	1,199.98T
Camera Equipment	Pole mounts for cameras	2	49.99	99.98T
Materials	Pole with extension to mount Cameras above roofline of Bathroom/Equipment Building, Camera Power Supply, Camera Cable, Surge Protection	1	1,100.00	1,100.00T
Installation	Complete camera system installation and setup	1	3,000.00	3,000.00
Electrical and construction requirements to be provided by general contractor.			<b>Subtotal</b>	\$6,699.95
			<b>Sales Tax (6.0%)</b>	\$222.00
			<b>Total</b>	\$6,921.95

Phone #	E-mail	Web Site
(269)637-0100	cory@coastalaudiovideo.com	www.coastalaudiovideo.com

# **TRASH RECEPTACLES QUOTES**





www.playworldmidstates.com  
1.800.367.4440

2127 112th Avenue • Holland, MI 49424  
5828 Zarley Street, Suite B • New Albany, OH 43054

# Quotation

Date	Quote Number
3/13/2014	80719

<b>Sold To</b>
Abonmarche Jason Marquardt 95 West Main St. PO Box 1088 Benton Harbor, MI 49023

<b>Ship To</b>
City of South Haven Dept. of Public Works 1199 8th Avenue South Haven, MI 49090 ATTN: Ron Dotson
County Berrien

Rep	Project	Type	Ship Contact/Number	P.O. No.
TCB	South Haven Elkenburg Park	Developer/Bui...	Ron	

Qty	Item	Description	Unit Price	Total
		ELKENBURG PARK TRASH RECEPTACLES		
2	Thomas Steele	#CRTR-42F -P Carnival Receptacle - Flat Lid - 42 Gal. - e-Steele	939.00	1,878.00
	Color	BLACK		0.00
2	Graber Manufac...	#CRTR-42 -DOOR-P Carnival - 42 Gal. - Door	120.00	240.00
	Color	Option E-STEELE		0.00
	Non-Taxable Dis...	Municipal Discount	-318.00	-318.00
1	Freight	Freight Charges	188.00	188.00
		NOTES: Pricing is for supply only and is valid for 90 days.		

<b>Subtotal</b>	\$1,988.00
<b>Sales Tax (6.0%)</b>	\$0.00
<b>Total</b>	\$1,988.00

**Graber Manufacturing, Inc.**  
 1080 Uniek Dr.  
 Waunakee, WI 53597



# QUOTATION

Quote Number: 57130  
 Quote Date: Mar 13, 2014  
 Page: 1

Voice: 800-448-7931  
 Fax: 608-849-1081

Quoted To:
Abonmarche 1199 8th Avenue South Haven, MI 49090 USA

Ship To:
Abonmarche Jason Marquardt @ 269-637-0730 1199 8th Avenue South Haven, MI 49090 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
ABON	6/12/14	Prepaid	HF

Qty	Item	Description	Unit Price	Amount
2.00	CRTR-42-P	Carnival Receptacle - 42 Gal. - e-Steele	879.00	1,758.00
2.00	CRTR-42-DOOR-P	Carnival - 42 Gal. - Door Option - e-Steele	120.00	240.00

**WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness accuracy and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.**

SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at time of shipment.

Subtotal	1,998.00
Sales Tax	
Shipping & Handling	250.00
<b>TOTAL</b>	<b>2,248.00</b>

**MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.**

CURRENT LEAD TIME: \_\_\_\_\_ Current lead time is only an estimate based upon existing production demands and material availability as of the date of this quote. Unless indicated above, shipping charges do not include unloading and placement. Lift gate service is available at an additional charge. Call Before Delivery by the freight comp is available at an additional charge. If residential or inside delivery is required, there will be an additional freight charge billed to you after delivery.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all taxes. Shipments within Wisconsin that are not tax exempt will be taxed and billed to the customer.

PRICING: Prices will be held for 90 days. Changes in quantities will effect prices. All prices are in U.S. Dollars.

CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders can not be cancelled

COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.



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### QUOTATION

TO: **Abonmarche**  
Attention: Jason  
City of South Haven, Elkenberg Park  
Email: jmarquardt@abonmarche.com

DATE: 3/11/14  
SUBJECT: Trash Receptacles  
QUOTE FIRM: 30 Days  
DELIVERY TIME ARO:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

**NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE**

**ORDER.ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.**

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
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#### URBAN SCAPE by Wabash Valley – Voluntary Alternate

2	TJ3F33S	32 Gallon Receptacle with liner and flat top lid, surface mount Black, @\$816ea	\$ 1,632.00
2	TJ3F43S	32 Gallon Receptacle with side door, liner and flat top lid, Surface mount, black @\$915ea	\$ 1,830.00
		Equipment Total	\$ 3,462.00
		Sales Tax	\$ 207.72
		Freight (400lbs. Valid only for 30 days)	\$ 253.00

**Delivered Cost – Net 30 days**

**\$ 3,922.72**

Thank you for the opportunity to provide this quotation.

Signed: Bill Rhodes (MR)  
Miracle Midwest

THIS QUOTE **DOES NOT** INCLUDE:

✓ Unloading/Storage/Assembly/Installation of Equipment/Materials

Please sign, complete all information below and fax to us at 517-349-1911 OR email to [brobinson@miraclemidwest.com](mailto:brobinson@miraclemidwest.com)

Signature \_\_\_\_\_

Date \_\_\_\_\_

P.O. to Miracle Recreation Equipment Co.  
8445 Solution Center, Chicago, IL 60677  
(Required for orders over \$5,000)

*Print this address on your PO, send quote/P.O. to fax number/email listed above.*

**PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):**

**SHIP TO ADDRESS:**

**INVOICE TO ADDRESS:**

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

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

DELIVERY CONTACT: \_\_\_\_\_

INVOICING CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**A Sales Tax Certificate of Exemption is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office. If this quote is accompanied by a Miracle Credit Application, it must be completed and returned before your order is placed.**

# **BLEACHER QUOTES**





*Keeping Our Future in Motion*

City of South Haven

RE: Elkenberg Park- Aluminum Bleachers

Dear City of South Haven

*Thank you* for the opportunity to submit this proposal for the aluminum bleachers at Elkenberg Park. We have included all necessary information requested.

**Proposal Information Includes:**

- Bid Letter
- Bid Proposal
- Bleacher Specifications

**Who we are:**

- Superior Play is a premier privately owned and operated recreation provider located in Brighton MI.
- Our Team is made up of Recreation Professionals with more than 75 years combined experience. Our Staff includes Professional Engineers, Licensed Landscape Architects, LEED Accredited Professionals, Certified Teachers, Designers and Support Staff. Superior Play Employees are **Certified Playground Safety Inspectors** for the State of Michigan.
- Superior Play has **more than 2,500 playgrounds** by Landscape Structures installed in the State of Michigan. Superior Play utilizes a **Customer for Life Program**.
- Superior Play has **extensive experience** with **successful community builds**.
  - Community Build Kit.
  - Pre-Build organizational meeting.
  - Certified supervision and assistance.

Thank you again for the opportunity to submit this proposal. If you select Superior Play L.L.C. for this project, I am confident you will be completely satisfied with the quality of service and recreation equipment you will receive.

If I can provide additional information, please contact me at the number listed below.

Regards,

Jennifer R. Smith, CPSI, LEED AP BD+C  
616-516-5562-Cell  
Jennifer@SuperiorPlayMI.com



**All P.O.'s Contracts or Checks Payable to:**  
**Superior Play, L.L.C.**  
**889 S. Old US Highway 23**  
**Brighton, MI 48114 USA**

# Proposal

Date	Proposal #
3/3/2014	14-098

Bill To:
<b>City of South Haven</b> <b>539 Phoenix Street</b> <b>South Haven, MI 49090</b>

Ship To
<b>City of South Haven Public Works</b> <b>Attn: Ron Dotson 269-637-0737</b> <b>1199 8th Ave</b> <b>South Haven, MI 49090</b>

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
<b>Ron Dotson</b>	<b>269-637-0700</b>	<b>269-637-5319</b>	<b>Net 30</b>		<b>JRS</b>

Item	Description	Qty	Weight	Price	Total
<b>BLRA4A27</b>	<b>4 Row, 6" Low Rise, Alum BLA Frames w/ 27' Alum Plank, 2009 IBC Compliant, 72 Seats</b>	<b>6</b>		<b>1,950.00</b>	<b>11,700.00T</b>
<b>Freight</b>	<b>Freight</b> <b>*Price Does Not Include Installation*</b>	<b>1</b>		<b>725.00</b>	<b>725.00T</b>

Ask about our "Customer for Life" maintenance agreement including certified inspections and state required documents:  
 One year \$250; Two Year \$400; Three Year \$500

<b>Subtotal</b>	<b>\$12,425.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$12,425.00</b>

**Proposal Good For 30 Days**  
**Ship Via: Common Carrier**  
**Please Call 24 Hours Prior To Delivery: \_\_\_\_\_**

**Signature below accepting this proposal will constitute a purchase order.**

\_\_\_\_\_  
 Accepted By Customer

**Superior Play, LLC**  
**889 S. Old US 23 Brighton, MI 48114**  
**P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256**

**Kay Park Recreation Corp.**

1301 Pine Street, Janesville, IA 50647

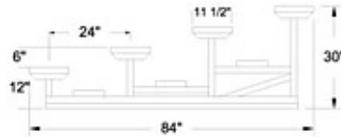
Toll Free: (800) 553-2476 • Telephone: (319) 987-2313 • Fax: (319) 987-2900

E-Mail: Sales@KayPark.com • Website: www.KayPark.com

vs\_account\_id = "CA6ph0sDF9JZXADz"; var ctJsHost = (("https:" == document.location.protocol) ? "https://www.voicestar.com/" : "http://calls.topspotims.com/"); document.write(unescape("%3Cscript language='JavaScript' src='" + ctJsHost + "euinc/number-changer.js' type='text/javascript'%3E%3C/script%3E"));

**Item # BLRA4A27, 4 Row 27' Low Rise (No Railing or Aisle Required)**

Price \$2,452.00



**SPECIFICATIONS**

Name	Low Rise 6 inch, 4 Row Aluminum, 30 inch high
Seats	72
Rows	4
Length	27 feet
Rise	6 inch/Row
Height First Row	12 Inch
Style	Aluminum, 2 x 12 seat plank
Weight	563 lbs
Height	30 Inch
Railings	No
Other Options	BLTR-3 Tip-N-Roll



www.playworldmidstates.com  
1.800.367.4440

2127 112th Avenue • Holland, MI 49424  
5828 Zarley Street, Suite B • New Albany, OH 43054

# Quotation

Date	Quote Number
3/13/2014	80718

<b>Sold To</b>
Abonmarche Jason Marquardt 95 West Main St. PO Box 1088 Benton Harbor, MI 49023

<b>Ship To</b>
City of South \Haven Elkenburg Park 309 Elkenberg Street South Haven, MI 49090
County Berrien

Rep	Project	Type	Ship Contact/Number	P.O. No.
TCB	South Haven Elkenburg Park	Developer/Bui...	Ron	

Qty	Item	Description	Unit Price	Total
6	Jaypro	ELKENBURG PARK BLEACHERS JAYPRO #BLCH-427AL 27' 4-ROW ALUMINUM BLEACHERS (70 SEATS)	1,869.00	11,214.00
1	Color Freight	Natural Finish Aluminum Freight Charges	1,506.00	1,506.00
NOTE: Pricing is for supply only and is valid for 90 days.				

<b>Subtotal</b>	\$12,720.00
<b>Sales Tax (6.0%)</b>	\$0.00
<b>Total</b>	\$12,720.00



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### QUOTATION

TO: Abonmarche  
Attention: Jason  
City of South Haven, Elkenberg Park  
Email: jmarquardt@abonmarche.com

DATE: 3/11/14  
SUBJECT: Bleachers  
QUOTE FIRM: 30 Days  
DELIVERY TIME ARO:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

**NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE**

**ORDER.ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.**

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

#### BISON

6	BLO2104A	Weatherbeater Outdoor Bleache, 4 Row x 21' long @\$2,000ea	
		Equipment Total	\$ 12,000.00
		Sales Tax	\$ 720.00
		Freight (7,620lbs. Valid only for 30 days)	Free

**Delivered Cost – Net 30 days**

**\$ 12,720.00**

Thank you for the opportunity to provide this quotation.

Signed: Bill Rhodes (MR)

Miracle Midwest

THIS QUOTE **DOES NOT** INCLUDE:

✓ Unloading/Storage/Assembly/Installation of Equipment/Materials

Please **sign, complete all information below** and **fax** to us at 517-349-1911 OR email to [brobinson@miraclemidwest.com](mailto:brobinson@miraclemidwest.com)

Signature \_\_\_\_\_

Date \_\_\_\_\_

P.O. to Miracle Recreation Equipment Co.  
8445 Solution Center, Chicago, IL 60677  
(Required for orders over \$5,000)

*Print this address on your PO, send quote/P.O. to fax number/email listed above.*

**PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):**

**SHIP TO ADDRESS:**

**INVOICE TO ADDRESS:**

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

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

DELIVERY CONTACT: \_\_\_\_\_

INVOICING CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**A Sales Tax Certificate of Exemption is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office. If this quote is accompanied by a Miracle Credit Application, it must be completed and returned before your order is placed.**

**BLO2104A Weatherbeater™ Outdoor 21', 4-Tier Portable Bleachers**

Bleacher framework shall be constructed of welded steel angles and bolt-on horizontal support members. All steel parts shall be hot dip galvanized after welding to eliminate rust. Seat planks and foot planks shall be 10" wide x 1 ¾" thick clear anodized aluminum extrusions with molded end caps and be mounted on four steel support frames.

When in use, bleachers shall sit on 2" x 4" rot proof recycled plastic runners. Bleachers shall provide four rows of 21' seating with a total approximate capacity of 56 persons. Bleacher structure shall have a 5-year limited warranty and seat and foot planks shall have a 2-year limited warranty. Approximate weight shall be 635# each.



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431  
 PHONE: 561.620.7878 • FAX: 561.620.8668  
**WWW.THEPARKCATALOG.COM**

Quote	
SQ-057653	02/27/2014

Customer	Ship To
<b>Abonmarche/ City of South haven</b> Jason Marquardt 539 Phoenix St South Haven, MI US 49090 Phone: 269-926-4565 Fax:	<b>City of South haven</b> Jason Marquardt Elkenburg Park.Northwest intersection of Elkenburg Street and Kalamazoo Street South Haven, MI US 49090 Phone: 269-926-4565 Fax:

**THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP!**

**SALES QUOTE TOTAL: \$13359.41 (DETAILS ON 2ND PAGE)**

**ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««**

**IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!**

**TERMS & CONDITIONS**

**SHIPPING:** All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.

**Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route;** the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.

**Additional Services:** Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.

**Service Discrepancies:** If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

**Inspection of Shipments:** It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.

Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages

**Assembly May Be Required.** Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

**CANCELLATIONS:** All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

**RETURNS:** We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:

**Written approval** and instructions must be issued by our Customer Service Department before any merchandise can be returned.

**Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.

**Re-Stocking & Shipping Fees:** The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

**Web-Orders:** For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.

**Made-to-Order or Personalized** items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

**PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS**



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431  
 PHONE: 561.620.7878 • FAX: 561.620.8668  
**WWW.THEPARKCATALOG.COM**

Quote	
SQ-057653	02/27/2014

Customer	Ship To
<b>Abonmarche/ City of South haven</b> Jason Marquardt 539 Phoenix St South Haven, MI US 49090 Phone: 269-926-4565 Fax:	<b>City of South haven</b> Jason Marquardt Elkenburg Park.Northwest intersection of Elkenburg Street and Kalamazoo Street South Haven, MI US 49090 Phone: 269-926-4565 Fax:

Account	Quotation	Terms	Job Reference	Account Rep	Date
8069817	SQ-057653	Pre-Pay		CARRIE	02/27/2014

Item	Description	Qty	Unit Price	Unit Disc	Amount
129-1224	<b>4 Row x 27L Aluminum Bleacher- 2009 IBC Compliant- Seats 72</b>	6	\$2149.00	\$230.00	\$11514.00

Comment	
---------	--

NOTES:

**\* Unless otherwise noted shipping charges include standard delivery only.  
 Liftgate service, notify before delivery available at additional cost.**

To accept this proposal please sign here \_\_\_\_\_

Credit card holder name \_\_\_\_\_

Card No. \_\_\_\_\_

CVV 2Code \_\_\_\_\_ Exp. Date \_\_\_\_\_

Card Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepancies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

<b>Subtotal</b>	\$11514.00
<b>Shipping</b>	\$1845.41
<b>Sales Tax</b>	\$0.00
<b>Total</b>	\$13359.41

**PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS**

## **PARK SIGN QUOTES**





*Celebrating*  
*25 years*  
 VEHICLE GRAPHICS  
 DIMENSIONAL SIGNAGE  
 BANNERS - ARTWORK  
 AIR BRUSHING

# ESTIMATE

QUOTE DATE 3-4-14

VALID FOR 30 DAYS

**www.anchorsignsmi.com 269-925-8200 anchor1854@yahoo.com**

Company	Contact
<p>Abonmarche            City of South Haven</p>	<p>Jason marquardt            jmarquardt@abonmarche.com</p>

Description	Qt	Unit Price	Amount
fabricate, sandblast, stain and paint double sided 2'x6' clear Cedar sign	1	\$ 1,200.	
supply hardware and 6x6 posts deliver to public works	1	\$ 500.	



Sub Total:	
<b>TOTAL</b>	

## Jason Marquardt

---

**From:** Scott A. Schonschack <scotts@artandimage.com>  
**Sent:** Thursday, February 27, 2014 1:59 PM  
**To:** Jason Marquardt  
**Subject:** RE: City of South Haven - RFQ - Elkenburg Park

Jason, Scott here with Art & Image. I would like to introduce you to our company [www.artandimage.com](http://www.artandimage.com) You will see many customers that use our design service and custom fabrication to ensure your sign will last.

We would need to have artwork to quote this project appropriately. We need .eps file to gauge the difficulty precisely. I can give you a do not exceed price of \$2350.00 as an estimate only.

Scott

---

**From:** Jason Marquardt [<mailto:jmarquardt@abonmarche.com>]  
**Sent:** Thursday, February 27, 2014 9:41 AM  
**To:** [scotts@artandimage.com](mailto:scotts@artandimage.com)  
**Subject:** City of South Haven - RFQ - Elkenburg Park

Scott,

Please find attached a quote package for items for Elkenburg Park, located in South Haven, Michigan. If you have any questions, please let me know.

Thanks,

**Jason W. Marquardt, PE**  
Senior Project Engineer

**Abonmarche**

**D** 269.926.4565

**T** 269.927.2295 (Ext. 171)

**C** 269.876.9304

**F** 269.927.1017

**W** [www.abonmarche.com](http://www.abonmarche.com)

Follow Abonmarche on Facebook: [www.facebook.com/abonmarche](http://www.facebook.com/abonmarche) Please consider the environment before printing this e-mail. CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this e-mail in error, please notify us immediately by return mail or at the telephone number indicated above and promptly delete this message and its attachments from your computer system. We do not waive any work product privilege by the transmission of this message.



QUOTATION & PURCHASE CONTRACT

CONTRACT # MC4025787

QUOTATION DATE 3/4/2014

DRAWING #

COMPANY SignArt, Inc.
5757 EAST CORK STREET
KALAMAZOO, MICHIGAN 49048
Phone: 800.422.3030 - Fax: 269.381.0999

PURCHASER ABONMARCHE AB23
503 QUAKER ST
SOUTH HAVEN, MI 49090

LOCATION ELKENBERG PARK
CITY OF SOUTH HAVEN
309 ELKENBERG ST.
SOUTH HAVEN, MI 49090

ATTENTION JASON W. MARQUARDT 269.637.1293 CONTACT

SignArt, Inc., a Michigan Corporation, proposes to manufacture, and or deliver, and or install and maintain for the above-named customer the items described below subject to the terms and conditions set for on the last page hereof. Prices quoted are for items listed only and do not reflect any quotations or contractual arrangements for freight, installation, connection, foundations or steel supporting structures unless specifically itemized.

Table with 6 columns: Item, Description of Work, Product, Installation, Pkg/Crate, Total. Contains 5 line items including sand-blasted sign faces, installation, notes, other charges, and tax.

See attached SignArt Inc. Warranty Statement and Additional Terms and Conditions, dated August, 2005

Accepted for Purchaser and Payment Personally Guaranteed by:

TOTAL AMOUNT: \$3,716.70

X

Signature Print Title Date

DEPOSIT:

Accepted for SignArt, Inc. by:

BALANCE: \$3,716.70

(to be paid upon completion)

Signature Print Title Date

If COMPANY affects the manufacture and installation of the sign: COMPANY warrants the sign against defective workmanship and materials for one (1) year from date of installation. Electronic ballasts are warranted for a period of 4 years from date of installation. Labor for the replacement of transformers, ballasts, and electrical equipment is warranted for six months from date of installation. This warranty is null and void if customer or any person performs work on sign without company's written authorization. If the product is purchased for shipment only, then: COMPANY warrants the products quoted, excluding lamps, neon and rare gas tubing, against defective workmanship and materials for one (1) year from date of shipment. Labor for replacement of transformers, ballasts and electrical equipment is not included therein.

Whenever there is any circumstance on which a claim might be based, COMPANY must be informed in writing, within ten (10) days, or the provisions of this warranty are null and void. No allowance will be made for expense incurred by PURCHASER in repairing any defective material or supplying any missing parts except on the prior written consent of COMPANY. Any part found by COMPANY to be defective due to faulty workmanship or materials, if returned within the warranty period, will be repaired or replaced, F.O.B. point of production. COMPANY reserves the right to repair or replace, in whole or in part. If the replacement part is shipped prior to receipt of the returned part, a charge for the replacement part shall be made pending return and examination of the part claimed defective. COMPANY shall not be liable for any damages or losses other than the replacement of such defective work or material.

NO OTHER WARRANTIES ARE MADE. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OF COMPANY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NEITHER COMPANY NOR THE MANUFACTURER OF ANY PRODUCTS COVERED HEREUNDER ASSUMES, OR AUTHORIZES ANY PERSON TO ASSUME, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

#### ADDITIONAL TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. COMPANY shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for any defects caused thereby.

2. The PURCHASER agrees to obtain, at his sole expense, all necessary governmental permits and/or all necessary permits from the building owner and/or others whose permission is required for the installation of this sign, and he assumes all liability with regard to same, and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. PURCHASER agrees to secure all necessary permission or use of all registered trademarks or copyrights used on the sign. All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be of the required voltage, and in compliance with local, state and national electric codes. They will be properly fused and installed at the expense of the PURCHASER. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK, UNSTABLE SOIL, MOISTURE, OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.

3. Any items not shipped or installed on or before 90 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice on receipt. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the sign commencing at the end of said 90-day period. COMPANY at its option, may invoice for that portion of the work completed during any given month.

No item is to be held beyond 90 days after completion. In the event that size and weight of any item prohibits storage by COMPANY on its own property, PURCHASER must make arrangements for shipments immediately upon completion.

4. Payment for items purchased under the terms of this contract will be made on receipt of invoice as submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge ten (10) days from invoice date, at 1 ½% per month compounded monthly. In the event this contract is placed for collection or if collected by suit, reasonable attorney's fees shall be added.

5. All applicable taxes payable under the laws of the State and local jurisdictions into which the property is to be delivered or installed as mentioned herein shall be added to the price quoted if not already noted.

6. COMPANY will not be responsible for delays in shipments caused by delays created by suppliers, transportation service, or labor disputes, or due to other circumstances beyond its control.

7. All shipments will be made freight collect unless PURCHASER specifies otherwise, which specification must be in writing signed by COMPANY and PURCHASER. If PURCHASER requests the shipment to be prepaid, PURCHASER will be designated as the shipper. If PURCHASER requests COMPANY to prepay the freight charges, or if the Interstate Commerce Commission regulations permit a common carrier to demand the COMPANY prepay the freight charges, COMPANY will bill the freight charges to purchaser at actual cost plus a fifteen percent (15%) service charge. COMPANY'S responsibility for safe delivery of goods ceases when goods are accepted by the carrier. Freight claims must be filed with carrier by PURCHASER. PURCHASER is cautioned to examine and test each item when received, note any damage or shortage on the freight delivery receipt, and request an immediate inspection by the carrier's claim department to facilitate filing of the claim.

8. Title to all materials and property covered by this contract shall remain in COMPANY and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. COMPANY is given an express security interest in said material and property, both installed and uninstalled, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default of PURCHASER, including, but not limited to payment of any amounts due and payable, COMPANY may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used, or intended for use, in the construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

9. This Agreement shall be governed by the laws of Michigan and should litigation become necessary to enforce any of the provisions of this Agreement, the parties further agree that the site of such litigation will be Kalamazoo, Kalamazoo County, Michigan, the venue shall be deemed to be in Kalamazoo, Kalamazoo County, Michigan; and the Courts located there shall have jurisdiction over said litigation.

10. When this contract is signed by duly authorized persons of each party, all provisions contained herein become integral parts of this contract and there is no other agreement or understanding of any nature concerning same unless such other agreement or understanding is specifically incorporated herein by reference.

Signature

Print

Title

Date

## **PLAYER BENCH QUOTES**





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Michigan, Indiana,  
& Ohio!

### QUOTATION

**TO: Abonmarche**  
Attention: Jason  
City of South Haven, Elkenberg Park  
Email: jmarquardt@abonmarche.com

DATE: 3/11/14  
SUBJECT: Player Bench  
QUOTE FIRM: 30 Days  
DELIVERY TIME ARO:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

**NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE**

**ORDER.ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.**

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
----------	--------	-------------	-------------

**BISON – As Specified**

2	BNF2101BA	21' Fixed Player Bench with backrest, aluminum @\$700ea	
		Equipment Total	\$ 1,400.00
		Sales Tax	\$ 84.00
		Freight (300lbs. Valid only for 30 days)	\$ 215.00

**Delivered Cost – Net 30 days**

**\$ 1,699.00**

Thank you for the opportunity to provide this quotation.

Signed: Bill Rhodes (MR)  
Miracle Midwest

THIS QUOTE **DOES NOT** INCLUDE:

✓ Unloading/Storage/Assembly/Installation of Equipment/Materials

Please **sign, complete all information below** and **fax** to us at 517-349-1911 OR email to [brobinson@miraclemidwest.com](mailto:brobinson@miraclemidwest.com)

Signature \_\_\_\_\_

Date \_\_\_\_\_

P.O. to Miracle Recreation Equipment Co.  
8445 Solution Center, Chicago, IL 60677  
(Required for orders over \$5,000)

*Print this address on your PO, send quote/P.O. to fax number/email listed above.*

**PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):**  
**SHIP TO ADDRESS:** \_\_\_\_\_ **INVOICE TO ADDRESS:** \_\_\_\_\_

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

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

DELIVERY CONTACT: \_\_\_\_\_

INVOICING CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**A Sales Tax Certificate of Exemption is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office. If this quote is accompanied by a Miracle Credit Application, it must be completed and returned before your order is placed.**



www.playworldmidstates.com

1.800.367.4440

2127 112th Avenue • Holland, MI 49424  
5828 Zarley Street, Suite B • New Albany, OH 43054

# Quotation

Date	Quote Number
3/13/2014	80721

Sold To
Abonmarche Jason Marquardt 95 West Main St. PO Box 1088 Benton Harbor, MI 49023

Ship To
City of South Haven Dept. of Public Works 1199 8th Avenue South Haven, MI 49090 ATTN: Ron Dotson
County Berrien

Rep	Project	Type	Ship Contact/Number	P.O. No.
TCB	South Haven Elkenburg Park	Developer/Bui...	Ron	

Qty	Item	Description	Unit Price	Total
2	Bison	ELKENBURG PARK BISON PLAYERS BENCHES #BNF2101BA 21' Fixed Player Bench w/Backrest, Aluminum	977.00	1,954.00
1	Non-Taxable Dis... Freight	Municipal Discount Freight Charges	-430.00 253.00	-430.00 253.00
NOTES: Pricing is for supply only and is valid for 90 days.				

<b>Subtotal</b>			\$1,777.00
<b>Sales Tax (6.0%)</b>			\$0.00
<b>Total</b>			\$1,777.00



*Keeping Our Future in Motion*

City of South Haven

RE: Elkenberg Park- Player Benches

Dear City of South Haven

*Thank you* for the opportunity to submit this proposal for the aluminum players benches at Elkenberg Park. We have included all necessary information requested.

**Proposal Information Includes:**

- Bid Letter
- Bid Proposal
- Player's Bench Specifications

**Who we are:**

- Superior Play is a premier privately owned and operated recreation provider located in Brighton MI.
- Our Team is made up of Recreation Professionals with more than 75 years combined experience.
- Our Staff includes Professional Engineers, Licensed Landscape Architects, LEED Accredited Professionals, Certified Teachers, Designers and Support Staff.
- Superior Play Employees are **Certified Playground Safety Inspectors** for the State of Michigan.
- Superior Play has more than 2,500 playgrounds by Landscape Structures installed in the State of Michigan.
- Superior Play utilizes a **Customer for Life Program**.
- Superior Play has extensive experience with successful **community builds**.
  - Community Build Kit.
  - Pre-Build organizational meeting.
  - Certified supervision and assistance.

Thank you again for the opportunity to submit this proposal. If you select Superior Play L.L.C. for this project, I am confident you will be completely satisfied with the quality of service and recreation equipment you will receive.

If I can provide additional information, please contact me at the number listed below.

Regards,

Jennifer R. Smith, CPSI, LEED AP BD+C  
616-516-5562-Cell  
Jennifer@SuperiorPlayMI.com



**All P.O.'s Contracts or Checks Payable to:**  
**Superior Play, L.L.C.**  
**889 S. Old US Highway 23**  
**Brighton, MI 48114 USA**

# Proposal

Date	Proposal #
3/3/2014	14-097

Bill To:
<b>City of South Haven</b> <b>539 Phoenix Street</b> <b>South Haven, MI 49090</b>

Ship To
<b>City of South Haven Public Works</b> <b>Attn: Ron Dotson 269-637-0737</b> <b>1199 8th Ave</b> <b>South Haven, MI 49090</b>

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
<b>Ron Dotson</b>	<b>269-637-0700</b>	<b>269-637-5319</b>	<b>Net 30</b>		<b>JRS</b>

Item	Description	Qty	Weight	Price	Total
<b>BNF2102BA</b>	<b>Bison 21' Fixed Player Bench w/ Backrest, Aluminum</b>	<b>2</b>		<b>850.00</b>	<b>1,700.00T</b>
<b>Freight</b>	<b>Freight</b>	<b>1</b>		<b>283.50</b>	<b>283.50T</b>
	<b>*Price Does Not Include Installation*</b>				

Ask about our "Customer for Life" maintenance agreement including certified inspections and state required documents:  
 One year \$250; Two Year \$400; Three Year \$500

<b>Subtotal</b>	<b>\$1,983.50</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$1,983.50</b>

**Proposal Good For 30 Days**  
**Ship Via: Common Carrier**  
**Please Call 24 Hours Prior To Delivery:** \_\_\_\_\_

**Signature below accepting this proposal will constitute a purchase order.**

\_\_\_\_\_  
 Accepted By Customer

**Superior Play, LLC**  
**889 S. Old US 23 Brighton, MI 48114**  
**P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256**

**BNF2101BA 21' Fixed Player Bench With Back Rest**

Bench legs shall be constructed of 2" x 2" square tubing with a 12 ga. wall thickness. Tubing shall be zinc flow coated to prevent rust. Leg length shall allow 22" bury into a 30" deep concrete footing. All exposed tube ends shall be enclosed by means of molded plastic end caps. Bench shall be 21' in length to accommodate up to 14 players. Seat and seat back shall be extruded aluminum with clear anodized finish designed to provide a 10" wide plank with an overall thickness of 1<sup>3</sup>/<sub>4</sub>" and have molded end caps. The plank shall have a minimum cross section thickness of .08". Plank and seat back shall be attached to four tubular leg assemblies. All assembly hardware shall be zinc plated. Bench shall carry a 5-year limited warranty on steel legs and 2-year limited warranty on aluminum planks and shall weigh 150#.

## **BIKE RACK QUOTE**





www.playworldmidstates.com  
1.800.367.4440

2127 112th Avenue • Holland, MI 49424  
5828 Zarley Street, Suite B • New Albany, OH 43054

# Quotation

Date	Quote Number
3/13/2014	80720

Sold To
Abonmarche Jason Marquardt 95 West Main St. PO Box 1088 Benton Harbor, MI 49023

Ship To
City of South Haven Dept. of Public Works 1199 8th Avenue South Haven, MI 49090 ATTN: Ron Dotson
County Berrien

Rep	Project	Type	Ship Contact/Number	P.O. No.
TCB	South Haven Elkenburg Park	Developer/Bui...	Ron	

Qty	Item	Description	Unit Price	Total
2	Madrax	ELKENBURG PARK BIKE RACKS #U238-S F-P Madrax U' Bike Rack - 2-3/8 OD Tube 22 L - Surface Flange - Powder Coat	149.00	298.00
	Color	BLACK		0.00
1	Non-Taxable Dis...	Municipal Discount	-30.00	-30.00
	Freight	Freight Charges	29.00	29.00
NOTES: Pricing is for supply only and is valid for 90 days.				

<b>Subtotal</b>		\$297.00
<b>Sales Tax (6.0%)</b>		\$0.00
<b>Total</b>		\$297.00

March 31, 2014

Mr. Paul Vandebosch  
Project Manager  
City of South Haven  
539 Phoenix Street  
South Haven, MI 49090

RE: Proposal for Professional Services  
Elkenburg Park: Phase II Construction Coordination Services

Dear Paul:

Abonmarche is pleased to present this proposal for assistance for Phase II of the playground and additional items for Elkenburg Park. We currently received quote packages for Phase II items that were approved by the Parks Commission at the October 2013 meeting and have made recommendation for purchasing. These items include a playground and additional amenities such as bike racks, trash receptacles, a security system, bleachers, player benches, and a park sign.

We understand that our previous contact with the City's Parks and Recreation Department no longer works for the City. We would like to offer this proposal to assist with delivery and completion of the Phase II items. Most of these items are currently set up for installation by the City, so we intend to assist City staff through completion.

The following will detail our intended scope of services to assist with this project.

#### *SCOPE OF SERVICES*

1. Site Amenities Items (Trash Receptacles, Player Benches, Park Sign, and Bleachers, Security System)
  - Upon City Commission approval for purchasing of the items, we will contact the specific supplier regarding delivery and coordinate delivery with City staff.
  - Assist City staff in locating new amenities.
  - Conduct a meeting and administer installation of Security Camera system with the supplier.
2. Playground Installation
  - Evaluate the bid packages.

- Coordinate meetings between playground supplier and City.
- Schedule and attend a pre-installation meeting with the supplier and the City.
- Assist City as necessary during Community Build process.

3. Remaining Funding Expenditures

- Assist in obtaining necessary quotes on items such as benches, fencing, and additional landscaping with the remaining funds left over from the grant.

4. Close out with MDNR

- Complete final disbursement request to MDNR.
- Schedule and attend walkthrough with MDNR once all items are completed.

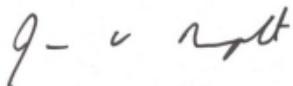
*FEES*

The cost for the services as listed above will be billed at our standard time and materials rate at an amount not to exceed \$6,200.

We look forward to working with you on the additional services for Phase II of this project and look forward to the completion of the Elkenburg Park Improvements. Please indicate your acceptance of this proposal by signing below and returning one (1) copy to our office. If you have any questions or comments, please feel free to contact me at our office.

Sincerely,

ABONMARCHE



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

JWM/vsc

cc: Timothy R. Drews, P.E., PTOE      Abonmarche

ACCEPTED BY:

DATE:





# City of South Haven

## Dept. of Public Works

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

### MEMORANDUM

To: Brian Dissette, City Manager  
From: Roger Huff, PE, DPW Director  
RE: Core City Secondary Upgrades – Phase 1 Bids  
Date: April 1, 2014

### Background Information:

At the July 29, 2013 Regular Meeting of the Board of Public Utilities, GRP Engineering, Inc. presented the Electric Distribution System Study & Five-Year Plan. This study reviewed the City of South Haven's substations and distribution system and provided recommendations for electrical system projects to significantly improve system reliability. The Board directed GRP Engineering to provide proposals for engineering services for four recommended projects. Core City Secondary Upgrades is one of those projects.

Project scope is to rebuild secondary lines within the core city area which are generally located in back lot areas. All poles and secondary conductor are scheduled to be replaced with primary conductor and transformers as determined through a complete inventory and design. The "core city" area is generally defined as the area bounded by Lake Michigan to the west, the river and Phoenix Street to the north, Blue Star Highway to the east, and Aylworth Avenue to the south.

Reconstruction will occur in several phases to spread out construction costs over time. Each phase will include several residential blocks (estimated 16 blocks), inventory and engineering design completed, material purchased, construction contract bid to qualified contractors based on a firm number of units, pole replacement and line reconstruction, final inspections and inventory for contractor invoicing.

On March 17, 2014, bids were opened for Phase 1 of the project. A copy of Bid Tabulation #2014-03 prepared by GRP Engineering, Inc. is attached. A total of seven qualified companies were invited to bid and two submitted bids. The low bidder is Kent Power, Inc. of Kent City, Michigan. GRP Engineering held post-bid discussions with Kent Power, Inc. and concluded that the price was incorrectly entered for one line item, which reduces their bid to \$478,852.98. GRP Engineering recommends that the project be awarded to Kent Power, Inc. in the amount of \$478,852.98. Kent Power has a history of successfully completing projects for South Haven and other municipal clients.

Funds are included in the Fiscal Year 2013-14 Adopted Budget for electrical system improvements.

**Memorandum**

April 1, 2014

Core City Secondary Upgrades – Phase 1 Bids

Page 2 of 2

On March 31, 2014, the Board of Public Utilities reviewed and provided unanimous approval of a recommendation to City Council to award Core City Secondary Upgrades – Phase 1 Bids.

**Recommendation:**

Approve award of contractual services for Core City Secondary Upgrades – Phase 1 to Kent Power, Inc. of Kent City, Michigan in the amount of \$478,852.98. Labor and materials to be provided are defined in the contract documents prepared by GRP Engineering.

**Support Material:**

Bid Tabulation #2014-03

GRP Engineering Recommendation Letter

# BID TABULATION #2014-03

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

**CORE CITY SECONDARY UPGRADES**  
**PHASE 1**

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

BIDDERS	BID BOND	CONTRACTOR BASE BID PRICE	REMARKS
<b>Kent Power</b> 90 Spring St Kent City, MI 49330	5%	\$541,104.18	Unit Price Error (#4 TX) Reduces Bid Price to \$478,852.98
<b>CC Power</b> 3850 Beebe Road Kalkaska, MI 49646	5%	\$595,673.00	
<b>SKF Electrical Contracting</b> 10495 Deal Rd Williamsburg, MI 49690			No Bid
<b>The Hydaker-Wheatlake Company</b> 420 N. Roth Street Reed City, MI 49677			No Bid
<b>NG Gilbet</b> 101 S. Main St Parker City, IN 47368			No Bid
<b>Newkirk Electric, Inc.</b> 1875 Roberts Street Muskegon, MI 49442			No Bid
<b>Henkels &amp; McCoy</b> 985 Jolly Rd Blue Bell, PA 19422			No Bid

This is to certify that at 2:00p.m., local time on Monday, March 17, 2014, the bids tabulated herein were publicly opened and read.

**GRP Engineering, Inc.**




---

Robert A Shelley, P.E.

March 19, 2014  
14-0669.01

Mr. Roger Huff  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

**RE: Core City Secondary Upgrades Phase 1  
Bid Evaluation & Recommendation**

Dear Roger:

GRP Engineering, Inc. has completed our evaluation of the bids submitted to the City of South Haven on March 17, 2014 for the Core City Secondary Upgrade – Phase 1 project. Bids were solicited from seven experienced contractors and two bids were received. Kent Power, Inc. submitted the low bid in the amount of \$541,104.18. Post bid discussions with Kent Power, Inc. regarding their unit price for #4 TX concluded that the price was incorreccted entered into the spreadsheet as \$160.00 instead of \$1.60. Revising this unit price reduces their bid to \$478,852.98. A complete bid tabulation is attached to this letter

Considering the very high unit prices for this first of four project phases, the City of South Haven must carefully review the overall project scope prior to accepting the low bid from Kent Power, Inc.

Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,

**GRP Engineering, Inc.**



Michael P. McGeehan, P.E.  
Project Manager

cc: City of South Haven  
Mr. Bill Conklin, Mr. Jim Pezzuto



# City of South Haven

## Dept. of Public Works

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

### MEMORANDUM

To: Brian Dissette, City Manager  
From: Roger Huff, PE, DPW Director  
RE: Veterans Boulevard Underground Project Bids  
Date: April 1, 2014

### Background Information:

At the July 29, 2013 Regular Meeting of the Board of Public Utilities, GRP Engineering, Inc. presented the Electric Distribution System Study & Five-Year Plan. This study reviewed the City of South Haven's substations and distribution system and provided recommendations for electrical system projects to significantly improve system reliability. The Board directed GRP Engineering to provide proposals for engineering services for four recommended projects. Project #103 PR-D Circuit Veteran's Boulevard is one of those projects.

Project scope is to construct a new circuit (PR-D) Veteran's Blvd from 2nd Avenue to Phoenix Road (0.6 miles) with #500kCM 15kV CU underground including padmount switchgear to relieve load and reduce geographic area from circuit PR-A. Additionally, the project will include design and construction of the new substation circuit exits for both PR-C and PR-D plus system protection changes on PR-A as listed in the system study.

Two materials quotes and two construction bids were received as follows:

- A. Medium Voltage Underground Cable – Quotes were received from three (3) material vendors. Power Line Supply (PLS) submitted the lowest cable cost at \$11.78 per foot for a total quote of \$176,700. GRP Engineering recommends accepting the quote from PLS.
- B. Padmount Switchgear – Quotes were requested from four (4) material vendors and two (2) responses were received. Champion-Charter submitted the lowest total price in the amount of \$48,018.00. GRP Engineering recommends accepting the quote from Champion-Charter.
- C. Conduit Installation – On March 17, 2014, bids were opened. A copy of Bid Tabulation #2014-01 prepared by GRP Engineering, Inc. is attached. A total of five (5) qualified companies were invited to bid and two (2) submitted bids. The low bidder is Compton, Inc. of South Haven, Michigan. GRP Engineering has reviewed the bids and recommends that the project be awarded to Compton, Inc. in the amount of \$117,917.50.

**Memorandum**

April 1, 2014

Veterans Boulevard Underground Project Bids

Page 2 of 2

- D. Electrical Cable and Equipment Installation – On March 17, 2014, bids were opened. A copy of Bid Tabulation #2014-02 prepared by GRP Engineering, Inc. is attached. A total of three (3) qualified companies were invited to bid and one (1) submitted a bid. GRP Engineering has reviewed the bid and recommends that the project be awarded to Kent Power, Inc. in the amount of \$118,215.95.

Funds are included in the Fiscal Year 2013-14 Adopted Budget for electrical system improvements.

On March 31, 2014, the Board of Public Utilities reviewed and provided unanimous approval of a recommendation to City Council to award Veterans Boulevard Underground Project Bids.

**Recommendation:**

Approve award of Veterans Boulevard Underground Project materials quotes and construction bids as follows:

- A. Medium Voltage Underground Cable to Power Line Supply in the amount of \$176,700.
- B. Padmount Switchgear to Champion-Charter in the amount of \$48,018.00.
- C. Conduit Installation to Compton, Inc. in the amount of \$117,917.50.
- D. Electrical Cable and Equipment Installation to Kent Power, Inc. in the amount of \$118,215.95.

**Support Material:**

Underground Cable	GRP Engineering Recommendation Letter
Padmount Switchgear	GRP Engineering Recommendation Letter
Conduit Installation	Bid Tabulation #2014-01
	GRP Engineering Recommendation Letter
Cable & Equipment Installation	Bid Tabulation #2014-02
	GRP Engineering Recommendation Letter

March 3, 2014  
13-0620.01

Mr. Bill Conklin  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

**RE: Veteran's Blvd Underground  
Underground Cable Bid Evaluation & Recommendation**

Dear Bill:

GRP Engineering, Inc. has completed our evaluation of the medium voltage underground cable quotes for the Veteran's Blvd Underground project. Three material vendors provide quotes for the cable. Power Line Supply (PLS) & HD Supply quoted Okonite cable. RESCO quoted Kerite cable. Quotations were requested to be submitted both on a fixed metals price and with metals escalation. PLS's quote for Okonite cable with fixed metals price expired on the day of submittal, HD Supply and RESCO's quotes did not include a fixed price.

PLS submitted the lowest cable cost at \$11.78 / foot (total quote of \$176,700.) HD Supply's quote was \$11.91 / foot and RESCO's quote was \$14.15 / foot. All cable quoted will be subject to metals escalation charges. A CU metals base price of \$3.65 was utilized by all bidders to insure evaluation on the same base. The actual cable cost will be adjusted higher or lower based on the price of CU on the day of shipment.

GRP Engineering, Inc. recommends that the City of South Haven accept the quote from Power Line Supply. Please advise us upon approval and we will direct PLS to proceed with ordering the cable. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,  
**GRP Engineering, Inc.**



Michael P. McGeehan, P.E.  
Project Manager

cc: City of South Haven  
Mr. Shawn Eisner, Mr. Roger Huff, Mr. Jim Pezzuto  
GRP Engineering, Inc.  
Mr. Rob Shelley

March 3, 2014  
13-0620.01

Mr. Bill Conklin  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

**RE: Veteran's Blvd Underground  
Switchgear Bid Evaluation & Recommendation**

Dear Bill:

GRP Engineering, Inc. has completed our evaluation of the padmount switchgear quotes for the Veteran's Blvd Underground project. Quotations were requested from four material vendors and two responses were received. Champion-Charter and S&C Electric Company provided quotes for these switchgear and associated fuses.

Champion-Charter submitted the lowest total price in the amount of \$48,018.00. S&C Electric Company's total price was 1% higher than Champion-Charter and their delivery time was 8 weeks longer for the switchgear.

GRP Engineering, Inc. recommends that the City of South Haven purchase the padmount switchgear from Champion-Charter. Please advise us upon approval and we will direct them to proceed with ordering. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,  
**GRP Engineering, Inc.**



Michael P. McGeehan, P.E.  
Project Manager

cc: City of South Haven  
Mr. Shawn Eisner, Mr. Roger Huff, Mr. Jim Pezzuto  
GRP Engineering, Inc.  
Mr. Rob Shelley

# BID TABULATION BID #2014-01

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

**VETERAN'S BLVD UNDERGROUND CONDUIT INSTALLATION**

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

BIDDERS	BID SECURITY	CONTRACTOR BASE BID PRICE	OWNER-FURNISHED MATERIAL	TOTAL CONSTRUCTION COST	REMARKS
<b>Compton, Inc.</b> 1201 8th Avenue South Haven, MI 49090	5%	\$117,917.50	\$23,000.00	\$140,917.50	
<b>Buist Electric</b> 8650 Byron Center Ave, SW Byron Center, MI 49315	5%	\$121,538.00	\$23,000.00	\$144,538.00	
<b>Parkway Electric</b> 11952 James St. Holland, MI 49424					No Bid
<b>Windemuller Electric</b> 1176 Electric Avenue Wayland, MI 49348					No Bid
<b>Western Tel-Com</b> 4273 Blue Star Highway Holland, MI 49423					No Bid

This is to certify that at 2:00p.m., local time on Monday, March 17, 2014, the bids tabulated herein were publicly opened and read.

**GRP Engineering, Inc.**

By:   
 \_\_\_\_\_  
 Robert A. Shelley, P.E.

March 19, 2014  
13-0620.01

Mr. Roger Huff  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

**RE: Veteran's Blvd Underground  
Conduit Installation Bid Evaluation & Recommendation**

Dear Roger:

GRP Engineering, Inc. has completed our evaluation of the bids submitted to the City of South Haven on March 17, 2014 for the Conduit Installation portion of the Veteran's Blvd Underground project. Bids were solicited from five experienced contractors and two bids were received. Of the two bids received, Compton, Inc. submitted the low bid in the amount of \$117,917.50. Compton, Inc. submitted a complete and conforming bid. A complete bid tabulation is attached to this letter

Total estimated cost for this portion of the project was \$106,000, including material. Difference in costs is due to extensive directional boring that was not anticipated in the original estimate. GRP Engineering, Inc. recommends the City of South Haven accept the low bid from Compton, Inc.

Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,

**GRP Engineering, Inc.**



Michael P. McGeehan, P.E.  
Project Manager

cc: City of South Haven  
Mr. Bill Conklin, Mr. Jim Pezzuto

# BID TABULATION BID #2014-02

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

**VETERAN'S BLVD UNDERGROUND**  
**ELETRICAL CABLE & EQUIPMENT INSTALLATION**

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

BIDDERS	BID SECURITY	CONTRACTOR BASE BID PRICE	OWNER-FURNISHED MATERIAL	TOTAL CONSTRUCTION COST	REMARKS
Kent Power 90 Spring St Kent City, MI 49330	5%	\$118,215.95	\$245,000.00	\$363,215.95	
<b>The Hydaker-Wheatlake Company</b> 420 N. Roth Street Reed City, MI 49677					No Bid
<b>Newkirk Electric, Inc.</b> 1875 Roberts Street Muskegon, MI 49442					No Bid

This is to certify that at 2:00p.m., local time on Monday, March 17, 2014, the bids tabulated herein were publicly opened and read.

**GRP Engineering, Inc.**

By:   
 \_\_\_\_\_  
 Robert A. Shelley, P.E.

March 19, 2014  
13-0620.01

Mr. Roger Huff  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

**RE: Veteran's Blvd Underground  
Electrical Cable & Equipment Installation Bid Evaluation & Recommendation**

Dear Roger:

GRP Engineering, Inc. has completed our evaluation of the bid submitted to the City of South Haven on March 17, 2014 for the Electrical Cable & Equipment Installation portion of the Veteran's Blvd Underground project. Bids were solicited from three experienced contractors and one bid was received. Kent Power, Inc. submitted the only bid in the amount of \$118,215.95. Kent Power, Inc. submitted a complete and conforming bid. A complete bid tabulation is attached to this letter

Total estimated labor cost for this portion of the project was \$85,000. Kent Power's unit prices are much higher than on similar 2013 projects which was the basis for the project estimate. GRP Engineering, Inc. recommends the City of South Haven accept the low bid from Kent Power, Inc.

Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,

**GRP Engineering, Inc.**



Michael P. McGeehan, P.E.  
Project Manager

cc: City of South Haven  
Mr. Bill Conklin, Mr. Jim Pezzuto

# Zoning Board of Appeals

## Regular Meeting Minutes

Monday, October 28, 2013  
7:00 p.m., Council Chambers



City of South Haven

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

### 2. Roll Call

Present: Boyd, Bugge, Miller, Paull, Wheeler, Wittkop  
Absent: Lewis

### 3. Approval of Agenda

Motion by Bugge, second by Wittkop to approve the agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes – August 26, 2013

Wheeler noted that Lewis needs to be added to the roll call of the August 26, 2013 minutes.

Motion by Bugge, second by Wittkop to approve the August 26, 2013 regular meeting minutes.

Anderson reminded the board that the attorney for one of the applicants at last month's meeting requested some amendments to the minutes and a copy of the minutes with his revisions was emailed to the board.

Bugge requested to amend the minutes as requested and noted those amendments as:

Page 2, 4<sup>th</sup> full paragraph: change the word "to" to "for"

Page 9, 4<sup>th</sup> paragraph from the bottom of the page: – makes a clearer statement than what was originally expressed

Motion by Bugge, second by Wittkop to approve the August 26, 2013 regular meeting minutes as corrected and amended.

Yeas: Boyd, Bugge, Miller, Wheeler, Wittkop

Nays: Paull

Motion carried.

Paull expressed his dislike for approving minutes that have been amended by the plaintiff's attorney.

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

None at this time.

**NEW BUSINESS – PUBLIC HEARING**

- 6. George R. Foster, 335 Pearl Street, is asking for a front yard variance in order to extend his landing and steps four (4) feet further into the required yard. The house is already nonconforming with a front setback of 20 feet where 25 feet is required. Steps are allowed to encroach into the front yard to within 16 feet of the sidewalk. This variance, if granted, will increase the nonconformity by allowing the front steps to be 13 feet away from the sidewalk.**

Motion by Wittkop, second by Wheeler to open the public hearing.

All in favor. Motion carried.

Paull noted that the applicant is not present.

George Wondergem, 315 Pearl Street, neighbor of the applicant. Supports Dick Foster's request and had sent a letter to the Zoning Administrator expressing that support. Also brought over another neighbor's letter; Amanda and Mike Creeden are also in support of Dick Foster's proposal. Wondergem does not feel that the requested porch is too big of an encroachment into the front yard. "Many of the homes on Pearl Street were built many years before this zoning was implemented." Does not feel there will be any problem with the neighbors as homes on Pearl Street have varying setbacks. Knows that there are many nonconforming situations on this street; urges the board to give his proposal positive consideration.

Anderson noted to the board that the two letters she had received were in support and another neighbor came in and wanted some questions answered but was not against it due to the character of the neighborhood and varying front setbacks. There was no negative input received.

Motion by Bugge, second by Boyd to close the public hearing.

All in favor. Motion carried.

Paull called for commissioner questions.

Bugge said under Criteria 3 the property does not suffer from two setback variances.

Bugge questioned the applicant's statement regarding easier accessibility, noting that handicap access does not seem to be his intention. Discussion ensued regarding the applicant's age and that access can become more of an issue as the years go by.

Anderson said the existing stoop is very narrow and people have to step back and down a step to open the door. Bugge asked if the applicant is referring to the storm door, which Anderson confirmed. Bugge said this situation is not unique to this house.

Wittkop noted that a person does have to back off to open the door and once you get the door open, "bam, you are in the house. That is, if you do not fall, as I might be known to do." Wittkop says if he is going to fall, he'd like to have the porch there to land on rather than go through the storm door. Wheeler commented, "Thus, the term 'landing'."

Paull asked the board's pleasure.

Wittkop noted that there is a statement in the application pointing out several other homes that are closer to the sidewalk. Boyd enumerated the ones referenced by the applicant.

Motion by Boyd, second by Wittkop to approve the variance as it is a reasonable and practical request.

Miller noted that much of the neighborhood is nonconforming to a similar degree and it does not seem right to deny the variance when it is reasonable and similar to the neighborhood.

Paull requested that Anderson read the standards from Section 2205, with which variances need to comply.

## **DIMENSIONAL VARIANCE STANDARDS**

City of South Haven Zoning Ordinance Section 2205:

### **1. Such variance will not be detrimental to adjacent property and the surrounding neighborhood.**

Paull noted that the board has already commented on this standard. No other comments received.

### **2. Such variance will not impair the intent and purpose of this Ordinance.**

Paull noted that it does not appear as though approving this variance would; it is not causing any issues. No other comments received.

### **3. Exceptional or extraordinary circumstances or conditions apply to the property in question or to the intended use of the property that do not apply generally to other properties in the same zoning district. Such circumstances shall create a practical difficulty because of unique circumstances or physical conditions such as narrowness, shallowness, shape or topography of the property involved, or to the intended use of the property. See Section 2204(2).**

Paull feels this doesn't apply as other properties are similar. No other comments received.

### **4. Such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning**

**district and in the vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.**

Not applicable per Paull. No other comments received.

**5. The condition or situation of the specific piece of property or of the intended use of said property, for which the variance is sought, is not of so general or recurrent a nature as to make reasonably practicable the formulation of a general regulation for such conditions or situation.**

Anderson noted that she did not notice a preponderance of this type of request in this particular neighborhood; her opinion is that it is better to deal with such requests on a case by case basis rather than amending the Zoning Ordinance. General agreement from members.

**6. The condition or situation of the specific piece of property or of the intended use of said property, for which the variance is sought, shall not be the result of actions of the property owner. In other words, the problem shall not be self-created.**

Paull pointed out that said condition already exists and is not the result of anything the owner did. No other comments received.

**8. That the variance requested is the minimum amount necessary to overcome the inequality inherent in the particular property or mitigate the hardship.**

The board agreed that the porch is already nonconforming; this request will not make it much worse. Boyd pointed out that the applicant is only asking for 4'. No other comments received.

**9. That the variance will relate only to property under the control of the applicant.**

Boyd and Paull noted that is true.

Paull called the vote.

Yeas: Boyd, Miller, Paull, Wheeler, Wittkop

Nays: Bugge

Motion carried.

## **7. Member Comments**

Boyd – No comment

Wittkop – No comment

Bugge – Feels that the applicant should be required to be present so the board may ask questions.

Paull – We have to deal with things as they come before us.

Miller – No comment

Wheeler – No comment

**8. Adjourn**

Motion by Miller, second by Boyd to adjourn at 7:25 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

## **SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES**

January 15, 2014

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

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

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

Public Comments: None.

Todd Jensen moved and Ren Wright seconded to approve the Consent Agenda:

- A. Minutes of the Nov 20, 2013 Authority meeting be approved. (No December meeting)
  - B. Bills from Nov 21, 2013 through Dec 18, 2013 totaling \$21,901.44 be approved.  
Bills from Dec 19, 2013 through Jan 15, 2014 totaling \$15,988.20 be approved.
  - C. Manager's report dated Jan 15, 2014 be approved.
- A roll call vote was taken; Yeas: Jensen, Ratzlaff, Orr, Woodhams, Johnson, and Wright.  
Nays: None.

Committee Reports: None.

Old Business: None.

New Business: Ken Ratzlaff offered Resolution 2014-1, seconded by David Orr: Resolution authorizing Ren Wright, Chairman, and Donald R. Woodhams, Vice-Chairman of the South Haven Area Regional Airport Authority, to sign all contracts and proceedings pertaining to the Rehabilitate Taxiway – Hangar- Design Project at the South Haven Area Regional Airport. A roll call vote was taken; Yeas: Jensen, Ratzlaff, Orr, Woodhams, Johnson, and Wright.  
Nays: None.

Member Comments: David Orr moved to cancel the February board meeting, seconded by Ren Wright, approved. Next board meeting March 19, 2014.

Ken Ratzlaff advised the City of Bangor has a new City Manager, Ryan Fellows.

Ren Wright moved to adjourn the meeting at 7:45 pm, seconded by Todd Jensen, approved, meeting adjourned.

# Harbor Commission

## Regular Meeting Minutes

Tuesday, February 18, 2014, 5:30 p.m.  
North Side Marina, 148 Black River Street



City of South Haven

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

#### Roll Call:

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

### 2. Approval of Agenda

Motion by Stephens, second by Sullivan to approve the agenda as presented.

All in favor. Motion carried.

### 3. Approval of Minutes: January 21, 2014 Regular Meeting

Motion by Pyle, second by Stephens to approve the January 21, 2014 regular meeting minutes as written.

All in favor. Motion carried.

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

None at this time.

VandenBosch pointed out the new brochures advertising the harbor which were handed out at the Strictly Sail boat show in Chicago and will be distributed this weekend at the boat show in Grand Rapids.

VandenBosch introduced information regarding the design of a Wi-Fi system for the marinas and the downtown. The system will have a variety of different Service Set Identifiers (SSIDs). There will be one for city employees including the police department; data ones which can be connected to video/security cameras; and the city may also make bandwidth available for sale. The Marina will have an SSID which is available anywhere including downtown and at the beaches for boaters. One of the city's marketing efforts is advertising Wi-Fi at the beach. While the marinas currently have Wi-Fi, there have been reception difficulties in some spots, so the city is upgrading the system so the entire marina will have very good Wi-Fi reception level and bandwidth.

VandenBosch reviewed the plan for funding the Wi-Fi system through the electric fund, which is a utility, which will charge the marinas each year for five years to pay it off. The marina fund balance is

at a low point due to funding the Northside Marina facility and doing the dredging. While the city is aiming for Memorial Day for the Wi-Fi to be operable there is hope that it may be done by the end of April. VandenBosch enumerated the approvals that must be obtained before the project can begin.

Sullivan asked whether there is any talk of expanding the Wi-Fi availability over the entire city. VandenBosch said since cell phones are limited, to expand it the city would have to put a transmitter every three hundred (300) feet. There have been conversations with a condominium and a campground who are interested in having Wi-Fi as a utility. Discussion ensued regarding the sale of Wi-Fi to both individuals and groups.

## **5. Marina Reports**

VandenBosch reviewed the Marina Reports.

VandenBosch pointed out that this is a good year for seasonal dock rentals; 2014 has already exceeded several previous years' totals. Noted that the uptick is mainly related to our invoicing system; while the invoices were previously sent out from the marinas a few at a time, invoicing is now being sent out by the city all at once. After a question from Sullivan VandenBosch stated the marinas have waiting lists for forty foot (40') docks, while there are still fifty foot (50') and sixty foot (60') ones open.

VandenBosch pointed out that Black River Park is already bringing in revenue.

Stephens asked if the Wi-Fi costs will be coming out of the Marina fund to which VandenBosch responded, "Yes, but this first year we have no payment and then the next five (5) years the utility will bill the marinas."

VandenBosch noted that the city has had difficulty finding a location for piling snow; presently snow is being put in Black River Park parking lot.

VandenBosch noted staff is currently working on the new budget; a budget amendment will be needed to complete the dredging and some final bills on the North Marina facility that came in after June 30, 2013. Most balances will be very low after those expenses are paid.

VandenBosch noted that another item that will affect the Marina Fund is that depreciation is taken out of the balance as an expense. While that money does not actually leave the account, it cannot be used during that year. VandenBosch pointed out that the depreciation can be used the next year and there is about \$130,000 in that reserve because of the North Marina facility. VandenBosch explained it as a single-year savings plan based on accounting rules that cities have to follow.

VandenBosch noted that the North Side Marina facility and the dredging project were completed without any debt.

## **6. Priority Setting**

VandenBosch explained that since there are not a lot of reserve funds, this can be looked at as a long-term priority setting exercise.

After enumerating several projects that could be prioritized, materials were distributed for the use of commissioners in prioritizing potential projects.

The group discussed paddle-craft facilities, water taxis, and the fish cleaning station. It was noted that two new campgrounds are coming to the area. The State has purchased the defunct Riverwoods development to turn into a State Park and Yogi Bear is going in on 64<sup>th</sup> Street.

Discussion ensued regarding the need for more winter activities to draw people into the city as well as cities that have given up some festivals in exchange for less noise and crowding.

VandenBosch encouraged setting a high priority for the fish cleaning station and updated the commissioners that the rock waterfall has been installed in the area near Black River Park.

After reviewing the priority lists, VandenBosch noted that for most of these projects the city would want to try to get a grant. The Dunkley Street parking lot could be a shared project with the Downtown Development Authority (DDA), providing some overflow parking within walking distance of the downtown.

Pyle suggested advertising Black River Park seasonal passes in newspapers via press release; VandenBosch noted that we also have discounts for those sixty-five and older.

Under "River Maintenance", commissioners discussed dredging sediment traps, which would be permitted under the city's current dredge permit; finding a place to put dredge spoils and rebuilding the Dredging Capital Fund, which is a saving for major dredging.

Maritime Museum dock repair is the number one (1) priority under Marina upgrades, VandenBosch noted.

In Black River Park the fish cleaning station is priority number two (2) while the top priority is a new Black River Park Marina restroom. During discussion VandenBosch said none of these priorities are binding but can be a learning experience. Pyle pointed out there is a restroom with the proposed fish cleaning station.

VandenBosch will put the priority results together as a report and bring it back to the next meeting. Since attendance at tonight's meeting is low, VandenBosch suggested reviewing the Strategic Plan at the next meeting.

Stephens commented on the Strategic Plan and asked whether we have a fire boat on here, which sparked a fairly lengthy discussion regarding the current fire boat; its capabilities, uses and storage needs along with acquiring a fire boat large enough to go out on the big lake and to use in the harbor. This discussion led to a suggestion by VandenBosch to speak with Fire Chief Wise to get his opinion. Stephens questioned which exposed the city to greater liability, having or not having a fire boat in the harbor.

## **7. Marina Independent Accountant's Report**

VandenBosch explained the he had requested the audit as an annual audit. When the auditors tried to get information about how many boats of what length were in which slips and what the daily receipts had been, it was discovered that the State Reservation System data did not include boat length, which was needed by the auditors to determine revenue for each day.

There were a number of discrepancies found in the report that was provided, mainly related to deposit, reporting and receipting procedures. In the end, it turned out that the auditors identified a

number of problems. VandenBosch stated that there were communication problems, and that the City had not communicated expectations regarding deposits and reporting to the marina manager. VandenBosch pointed out that the auditors and finance director never visited the marinas to look at the filing system.

In response to the findings of the auditor, VandenBosch went through each finding and identified a response to solve the problem. These responses were added to the Marina Management Policy. There were three cases of seasonal boaters who did not pay for their slips; the City has invoiced those boaters again and will attempt to recover payment. Some of those payments have subsequently been received. There was \$13,741 in receivables that the City will attempt to recover. VandenBosch explained the various problems, noting that while there are files at the North Side Marina that show slip occupancy and payment records, the auditors want to see a separate document as a record to compare to what is in the file; because there was not a separate document, this led to the auditors identifying many problems.

Sullivan asked whether the contract specified that the marina manager had to follow certain accounting procedures to which VandenBosch responded that marina manager Marple was required to follow the city's expectations as outlined in his contract, but there had not been clear instruction and communication regarding accounting and record keeping methods. Marple started in June of 2012, and there was not much communication regarding the City's expectations on reporting, deposits and receipting until September of 2013.

Sullivan asked for explanation of the references to personal expenditures by the Marina Manager. VandenBosch noted that the particular transaction referenced was the Marina Manager's attempt to test the new credit card machine. He ran an expense on his own card and was then reimbursed from marina funds. Also, VandenBosch explained, during the winter season there were no staff at the marinas, so some transactions were run through the Old Harbor Inn credit card machine, with payment being made by check to the City. This process has been changed so that all seasonal slip payments are now invoiced by the City instead of the marina manager. Some deliveries of restroom supplies were made to the Old Harbor Inn site. VandenBosch stated that the marina manager had told him he was ordering restroom supplies from a lower cost vendor that served Old Harbor Inn, and VandenBosch was aware of this change in vendor. After being informed that delivery to a location other than the marinas was inappropriate, the vendor now delivers directly to the marina.

Discussion ensued around the following topics:

Using the State reservation system did not result in the type of reports anticipated. VandenBosch noted that the state has since changed their system, charging transient boaters by the length of the dock, not by the length of the boat, and explained the advantages of the new system to the city marinas. This solves the problem of not being able to get the boat length data out of the State Reservation System report, because now the fee is based on the dock length and not the boat length.

Transient slip fees were incorrectly recorded in the wrong fiscal year. This is an accounting issue which can easily be fixed.

State sales tax was paid on supply purchases, although the city has an exemption. VandenBosch stated that this was expected when moving to a contracted management service. Due to the auditor disliking the way the sales tax was handled, new policies have been put into place; the Marina Manager has purchasing card and bills are paid by the city.

Problems noted which were due to not having a refund policy have been corrected. Now all refunds must be authorized by the marina manager and paid by the City.

VandenBosch stated that he has gone through the auditor's findings item by item and made changes to the Marina Management Policies.

The marina staff will be doing a daily report on how many boats overnighted in the marina. There are now forms to be completed and a payment log to be filled out by the marina.

Discussion ensued regarding how reporting is done from the Marina to the City. VandenBosch noted that there is a Daily Sales Record that must be placed in the deposit bag each day. Stephens asked whether the City will be keeping records/creating reports in the format required by the auditor. VandenBosch stated that he has not discussed with finance regarding exactly how they will be keeping the records.

Stephens suggested that there is a need to have the accounting report that was requested by the auditors. Sullivan questioned how the state system information will be accessed.

Pyle pointed out, from a marketing standpoint, that if, for example, a boater is here several times through the year, and a good marketing practice would be to offer them a seasonal pass. Loyalty cards would be another good marketing practice. VandenBosch said we should probably get some marina software eventually, and noted that what is being done at this point is in response to the audit.

VandenBosch stated that commissioners are welcome to look at the records and noted that there definitely were some communication problems. VandenBosch said this was a not a good audit report but hopefully we will learn from it and have responded to the problems.

Stephens said the customer service has been done well, Pyle noted that he has turned the harbor around. Arnold noted the marinas have a waiting list, finally. Stephens noted the city is taking over some of the invoicing, and Marple has a guideline to follow; just wants to be sure the city is producing the reports required by the auditors.

### **Member and Staff Comments**

Pyle: Commended VandenBosch on getting all the information together in response to the audit.

Stephens: Questioned whether Marple communicated with VandenBosch on a variety of levels to which VandenBosch responded that Marple generally communicates by email so there is a record.

Sullivan: Asked for an update on the weather buoy. VandenBosch reviewed the funding that has been put into place, noting that the city needs to get more donations for the capital expenditures.

Stephens: Asked whether Western Michigan University has been approached regarding partnering on this. Stephens suggested looking into research universities that might have funds through grants.

Pyle: Asked about cameras for the bridge tender. VandenBosch said that is part of the bridge reconstruction and while that has been re-bid, does not know if the bids have been received. VandenBosch noted that the city does have two (2) cameras and is looking into getting them put up.

**Adjourn**

Motion by Stephens, second by Pyle to adjourn at 7:06 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

# **LIBERTY HYDE BAILEY MUSEUM BOARD OF TRUSTEE MEETING MINUTES**

Tuesday

February 18, 2014

7:10 PM

Board Members Present: Anne Long, Joan Hiddema, David Fenske, Robin Reva and Cindy McAlear

Board Member Absent: Olga Lewis (Excused)

City Council Representative Present: Clark Gruber

LHBM Director Absent: John Linstrom (Excused)

Facilities Manager Present: Bill Lundy

Anne Long, Chair, called the meeting to order. A motion to accept the LHBM Board Meeting Minutes from the January 21, 2014 meeting was called for.

It was moved by Joan Hiddema to accept the minutes from the January 21, 2014 meeting. Seconded by Clark Gruber. Motion Carried.

## **NEW BUSSINESS**

- A. Alcohol Service Policy: The City of South Haven and the Liberty Hyde Bailey Museum Board of Trustees are in the process drawing up an Alcohol Service Policy for events at the LHBM. This policy was discussed.

It was moved by Joan Hiddema to accept the Alcohol Service Policy as amended by Anne Long and Clark Gruber. Seconded by Robin Reva. Motion Carried.

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

ASSETS: \$35,704.95

DEPOSITS: \$785.00

EXPENSES: \$980.86

Joan also had a spread sheet for LHBM Profit & Loss Previous Year Comparison for July 1, 2013 through February 18, 2018. This was handed out to all the board members and explained thoroughly.

## **LIBERTY HYDE BAILEY MUSEUM DIRECTOR'S REPORT – JOHN LINSTROM**

### **OLD BUSINESS**

- A. Liberty Hyde Bailey Research Library: The group sorting of the Bailey Family Library Collection was a great success. Final Count of the books:
  1. 143 books signed by Liberty Hyde Bailey, Jr.

2. 39 books were otherwise marked as Bailey's (nameplate, signed to LHB by author, etc.)
3. 366 books not marked but printed before Bailey's death
4. 120 books signed by other family members and printed before Bailey's death
5. 44 books signed by other family members and printed after Bailey's death
6. 362 books not marked but printed after Bailey's death
7. Total: 1,074 volumes

There are negotiations with Scott Peters about his collection of books from Bailey's library in progress and all Cornell Bailey contacts have been notified of these developments.

B. Bailey Outdoor Learning Initiative:

1. Kalamazoo Nature Center was a great success
2. Russ Schipper did the Cornell Backyard Bird Count with Rebecca Linstrom's class. He will be back later to work with the whole school.
3. Sarett Nature Center visit is forthcoming in the spring.
4. There was a great brainstorming meeting this month with local teachers to plan future outreach program.

C. Americana Grant: We have been notified that the library project will not be considered for this grant because their interests are narrower than stated online.

1. John is now looking into the National Endowment for the Humanities Grant.

D. Collaboration Center partnership: The board approved moving forward with the Collaboration Center this year. They have been very supportive and helpful.

## NEW BUSINESS

A. Programs: Bailey Book Club's first meeting needs to be changed from March 10<sup>th</sup>. The Fred Kirschenmann Event/Local Foods Dinner also needs to be delayed a week, new date is July 30<sup>th</sup>.

B. Volunteer Leadership Platforms:

1. This is an idea of a way of giving leadership opportunities to interested community members who are unable to serve on the board because of where they live.
2. Rebecca Linstrom is happy to serve as Children's Learning Coordinator.
3. Melanie Gleiss is interested in helping organize volunteers and/or master gardeners for garden maintenance and design.

C. Internships: There are plans to seek several interns and open this position up to more than just history interns. Such as: an Education Internship, a Museum Gardens Internship, a Museum Technician Internship and a Marketing and Promotion Internship.

D. Summer Programming: Is still coming together. John's goal is to have an attractive, comprehensive program schedule by early April.

E. Bailey's Birthday Springfest: This is in partnership with Foundry Hall and the Center for the Arts. It is scheduled for Bailey's birthday, March 15, at Foundry Hall. This will involve kids' artwork, music/spoken-word, open mic, and the winter farmer's market. The goal is for more local awareness and possibly for some fund-raising.

## CONTINUING BUSINESS

- A. Membership Committee: Cindy McAlear reported that Anne Long, Joan Hiddema, Bill Lundy, Skip Nagelvoort and Cindy met to discuss the 2014 Membership Drive. Skip offered suggestions about shortening the letter and ideas to put into it. The remittance envelope was also discussed and changes were made offering members a choice of paying for their membership in one payment or breaking it into four easy payments. We will be offering an incentive to members to up the level of their membership and to join the museum by a certain date. A board discussion followed about what these incentives should be. A rough draft of the letter has been written and Joan Hiddema and Anne Long will be refining it.
- B. New Logo: Robin Reva has been working with John Linstrom on designing a new logo for the LHBM. Robin said that she hoped to have around 8 samples worked up to present to the board.
- C. Living Collections: David Fenske has called the people who had a community garden last year. If there are any openings, they will then be opened to the public. David also inquired about what the board would like to do with the slice of the Maple Tree that we had cut down last year. A discussion followed on how we could best preserve this piece of wood and where to display it.

It was moved by Joan Hiddema to adjourn. Motion Carried.

8:40 PM

Respectfully submitted by,

Cindy McAlear, LHBM Board Secretary

# Board of Public Utilities

## Special Meeting Minutes

Friday, February 21, 2014  
4:00 p.m., DPW Conference Room, 1199 8<sup>th</sup> Avenue



City of South Haven

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

### 2. Roll Call

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

Also present:

- Paul VandenBosch, Projects Manager;
- Wendy Hochstedler, Finance Department;
- Larry Halberstadt, City Engineer;
- Daniel A. Combos, PE, Senior Project Engineer, Abonmarche, Inc.
- Christopher J. Cook, PE, President/CEO, Abonmarche, Inc.

### 3. Approval of Agenda

Motion by Burr, second by Winkel to approve the agenda as presented.

All in favor. Motion carried.

### 4. Acceptance of Minutes for the Record – January 27, 2014

Motion by Burr, second by Winkel to accept the January 27, 2014 regular meeting minutes for the record with corrections.

All in favor. Motion carried.

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

None at this time.

## REPORTS

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

- A. 2014 Billings – All Charges
- B. 2013 Billings – All Charges

Discussion ensued regarding the cost of energy jumping, which, according to American Electric Power (AEP), was due to consolidation with another subsidiary.

## **7. Financial Reports**

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

Hochstedler noted that, regarding the Rolling Twelve (12) Month Reports, the percentage might be off in January since the bills have been estimated due to the weather. The percentage is lower than in 2012 and 2013. Same with the Rolling Water, last year and 2012 were higher. Again, once reading meters resumes, these will probably true up.

Stickland, Stein and Huff discussed the water main breaks and whether the amount of water going through the treatment plant being higher than ever before is based on some kind of break. Huff reported that nothing has been discovered up to this point.

## **8. Indian Grove Infrastructure Project**

Daniel A. Dombos, PE, Senior Project Engineer updated the board on the project's progress.

There was discussion of the 76<sup>th</sup> Street lift station, which is located in South Haven Township and up to this point Abonmarche has not looked at anything outside the city limits. Halberstadt explained that outflow is getting pumped to the Peterson drain interceptor, there is a large head on those pumps and a lot of small force main. Halberstadt said that lift station is a continual maintenance problem for city staff.

Christopher J. Cook, President/CEO, Abonmarche, Inc. said this project was focused on in-city improvements. Ross Stein informed that it is his understanding that nothing can be done at 76<sup>th</sup> until Indian Grove is fixed. Halberstadt pointed out that the city will have to be in conversation with the (South Haven) township on funding.

Phase 1B, which includes Center Street Sewer separation (issues at Center and Lyon Streets as well as Center & South Haven Streets). The Peterson Ravine Sewer saw the chief amount of the inflow coming. Some rehabilitation can be done on manhole structures and a cleanout cap could be handled fairly easily. Once those are complete the capacity should improve at the Main Pump Station.

Discussion ensued about these projects include a new pump station on the plant property. It was noted that there will a large, deep wet well; Burr asked about the location of the well and whether this wet well is shown on the Black River Park Master Plan. Halberstadt informed that the pipe (for the wet well) will have to go through Black River Park. Huff noted that the preliminary plan has taken into account that there will need to be cooperation

between the two projects. Dombos stated the final design has not been drawn and Halberstadt noted that there will be a lateral provided for the proposed new fish cleaning station.

Cook explained that the latest on the SAW (Stormwater, Asset Management and Wastewater) Grant is that there is not much new; there were far more requests than there was money. Reassured that South Haven's application was received and has been reviewed and has no issues. "Now it is a matter of the lottery, which is supposed to happen soon, and then we should have some idea whether we are going to be successful in Round One (1). March and May are when those awards will be announced. If we are not successful in Phase 1, we feel we will be in a future phase."

Phase III focuses on Inflow and Infiltration Removal. These are cost effective in comparison to other projects. Without addressing inflow, the existing Peterson Drain is incapable of handling the flows.

A potential schedule was presented on the last page of the handout provided by Cook stated that they had anticipated that we would know earlier about the SAW grant awards. One of the assumptions in this schedule is that we get a SAW grant for the 1<sup>st</sup> project. It was noted that the SAW grant is for engineering while the S2 focuses on low interest loans for construction.

There was discussion about the board attempting to coordinate those projects with the bridge project so as not to inconvenience everyone twice. However, the bridge is being rebid so no time frame is available yet. Halberstadt needed to work through the financing with Brian and Wendy if the city does not get a SAW grant.

Overhiser asked about timing between SAW grant awarding and construction, which Burr noted 3 yrs.

Discussion regarding schedule noted that there are no real surprises and plans include dove-tailing with other projects.

Discussion regarding Engineering costs and maximizing the use of the SAW grant program funding.

Discussion ensued regarding payback on the State Revolving Fund (SRF) loans; rate impact; and public hearing.

## **9. Unresolved Issues Report**

Huff reviewed the updates on the unresolved issues. City Council's Priority #4, adopted this past Monday night requires that all utility policies be reviewed. Halberstadt noted he understands it as a clean-up of the language. Burr explained that much of the issue is related to the billing side, such as procedures being used that have not been written, with an emphasis on billing policy.

## **10. GRP Engineering – 2013-14 Projects**

Huff noted that GRP Engineering updated their report": 2<sup>nd</sup> Avenue project has started; the Veteran's and transformer projects are all proceeding. Bid opening was today so that information will be here for the March meeting.

## NEW BUSINESS

### **11. Board will be requested to approve a...Wi-Fi project.**

Paul VandenBosch noted this is mainly a financial request but he can answer questions about the project. VandenBosch outlined the request as a combination of the marinas Wi-Fi system, which has been in place for several years but wanted to improve signal strength at the far ends, and a downtown Wi-Fi project. The conduit for fiber needed to be run; Secant recommended the city combine the two projects so only one management system would be required. This will allow people to identify SSIDs (Service Set Identifiers) on their phones, one for marina boaters (free service with some bandwidth limitations), city employees, and city guests. Most will be password protected; there will be only one (1) that is not password protected. The purpose for the Wi-Fi project is marketing; trying to encourage people to visit. This system will be up year round. The two (2) projects developed separately and then were merged so we have a cost for each of them. The request is for funding. Normally the marinas would pay for this themselves but the new marina building and dredging has made the fund balance rather low. VandenBosch said it is his understanding that the two projects will be two separate systems, and those two entities would pay back any funding provided by the Board.

Stickland said this request is asking us to be their bank. Stickland does not like robbing the utility, but this is a loan, with money coming back to us from the Marina Fund and the Downtown Development Authority (DDA). "The other thing is, that like VandenBosch said, "apparently by the control of bandwidth, you could also make it available as a utility. There might be a business opportunity here that could be an Enterprise Fund that would fall in the realm of this board. Need to talk to Secant or someone to develop a revenue and cost stream, down the road. The focus today is whether we will approve loaning this project. Stickland said he feels the interest of one percent (1%) is a token that indicates intent to repay."

Motion by Winkel to recommend to city council to approve a resolution to advance Electric Utility funds of \$271,000 at an interest rate of one percent (1%) to be paid back over a five year period beginning next year. Second by Burr.

All in favor. Motion carried.

### **12. Board will be requested to approve award of three Phoenix Road Substation equipment bids.**

Huff noted these are equipment bids lumped together for the upcoming Phoenix Road Substation work. These are for circuit breakers, circuit switcher and regulators. A discussion ensued regarding the difference between switches and switchers.

Motion by Burr to recommend to City Council to award Phoenix Road Substation Equipment Bids as follows:

- A. Four (4) 12 kV circuit breakers to ABB in the amount of \$75,060.
- B. One (1) 69kV transformer circuit switcher to Siemens Energy in the amount of \$34,785.
- C. Six (6) regulators and base stands to GE in the amount of \$89,166.

Second by Winkel.

All in favor. Motion carried.

**13. Next meeting is scheduled for Monday, March 31, 2014 at 4:00 pm in the DPW Conference Room, 1199 8<sup>th</sup> Avenue, South Haven, Michigan.**

**14. Director's Comments**

Huff updated the board regarding frozen water lines; the city of Kalamazoo is making news because of frozen water lines. Huff stated that the city of South Haven has had forty-five (45) incidents; they have all been taken care of. All have been on the city's side of the service line/meter. Halberstadt noted that the problem is within the city due to shallow water mains.

Burr said he does not think a full-scale press release should be issued; just authorize staff to issue a credit based on usage. Stickland stated that staff should tell the customer to run their water and the utility billing department will issue the customer a credit based on half of the water consumption of the ~~previous~~ *current* year. Stickland suggested doing this on a case-by-case basis ~~as a staff procedure~~ *at the discretion of water staff*. Hochstedler said we could address this in our review of the policy. Halberstadt suggested if someone's water freezes because it is in a crawl space or other unprotected area, the customer should be advised that the new meter must be re-installed in a more protected place.

**15. Board Member Comments**

**None**

**16. Adjourn**

Motion by Winkel, second by Burr to adjourn at 5:17 p.m.

All in favor. Motion Carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

**SOUTH HAVEN HOUSING COMMISSION**  
**Regular Meeting**  
**Warren Senior Center Community Center**  
**540 Williams Street, South Haven, Michigan 49090**  
**February 26, 2014**

**CALL TO ORDER:** The Regular Meeting of the South Haven Housing Commission was called to order at 5:15 p.m. by Chairperson Eugene Ladewski at the South Haven Housing Commission Conference Room, 220 Broadway, South Haven, Michigan.

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

**INVOCATION:** Commissioner Rev. Aaron Cobbs delivered the invocation.

**PUBLIC COMMENTS:** None.

2027

**CONSENT AGENDA:** 1) Minutes of the Regular Meeting January 22, 2014. 2) Current Operating Expenses - \$70,966.88; and corrected Operating Expenses for last month. 3) Homeownership Expenses - \$0.00; 2011 Capital Fund - \$0.00; 2012 Capital Fund - \$0.00; and 2013 Capital Fund - \$3,301.29. 4) Administrative Reports for Approval: Occupancy and Waiting List Reports; Monthly Investment Report; Delinquent Accounts Report; Petty Cash Report; Accounts Receivable Balance Due Report; Income and Expenditures Report for January 2014. 5) Correspondence: PHAS February 5, 2014; and SSVBC February 17, 2014. 6) Other Reports: None.

It was moved by Commissioner Rev. Cobbs to approve the Consent Agenda; Seconded by Commissioner Thomson. All votes in favor. Motion carried.

**UNFINISHED BUSINESS:** 1) Status Report Updating and Adapting the HDC: Executive Director Fullar had no report at this time.

**NEW BUSINESS:** 1) South Haven Housing Commission Public Housing Assessment System (PHAS) Score Report for 2/6/2014: Executive Director Fullar reported that the PHAS score indicators include Physical, Financial, Management and Capital Fund. This is the third year in a row that the Housing Commission received a 100% PHAS score.

2) Resolution No. 14-02, IRS Mileage Rate Increase:

Resolution No. 14-02

IRS Mileage Rate Adjustment

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

WHEREAS, the IRS decreased the mileage rate beginning December 6, 2013 for business travel when using one's personal vehicle to 56.0¢ per mile, and

NOW THEREFORE BE IT RESOLVED, by the South Haven Housing Commission of the City of South Haven, Michigan that the travel allowance for using one's privately owned vehicle shall be decreased from .565 cents per mile to .560 cents per mile effective February 26, 2014.

It was moved by Commissioner Rev. Cobbs to approve the foregoing Resolution No. 14-02 as introduced and read; Seconded by Resident Commissioner Thomson. All votes in favor. Thereupon Chairperson Ladewski declared said motion carried.

3) Resolution No. 14-03, Trespass and Barring Policy: Executive Director reported that the resolution is a draft resolution at this time. The Trespass and Barring Policy requires a 30-day resident comment period and review. No action was required by the Housing Commissioners.

4) Conclusion of Contracts with VBCSS and dba SHASS: Executive Director reported that both contracts with Senior Services end February 28, 2014. The Warren Center has been cleared out and discussion included the need to clarify donations that may have been made to the Warren Senior Community Center.

It was moved by Commissioner Rev. Cobbs to send a correspondence to VBCSS in separation from the Housing Commission and for clarification to include: any and all donations made to the Warren Senior Community Center are the property of the Warren Senior Community Center and the South Haven Housing Commission. They are not the property of VBCSS also dba SHASS. This includes any and all material and monetary donations as may have been made to and for the Warren Senior Community Center and request a reply; Seconded by Resident Commissioner Thomson. All votes in favor. Motion carried.

5) Discharge of Mortgage: The first 5 (h) Homeownership participant has met the 10-year affordability requirement and the second mortgage held by the Housing Commission is ready to be discharged.

It was moved by Commissioner Rev. Cobbs to authorize the Housing Commission Chairperson to discharge matured second soft mortgages as they mature for the 5 (h) Homeownership Program; Seconded by Resident Commissioner Thomson. All votes in favor. Motion carried.

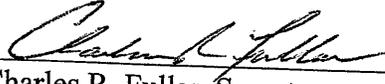
6) Investments to be Transferred: Executive Director designated and discussed the necessity to transfer two small investment account funds into the Super Public Checking account. It was moved by Commissioner Rev. Cobbs to authorize the Executive Director to transfer the designated investment funds in the approximate amount of \$28,582.97, allowing for additional interest or penalties; Seconded by Resident Commissioner Thomson. All votes in favor. Motion carried.

**EXECUTIVE DIRECTOR'S REPORT:** None.

**COMMISSIONER'S COMMENTS:** None.

**ADJOURNMENT:** It was moved by Commissioner Rev. Cobbs to adjourn; Seconded by Commissioner Thomson. All votes in favor. Motion carried. Meeting adjourned at 6:02 p.m.

Respectfully submitted:

  
\_\_\_\_\_  
Charles R. Fullar, Secretary

Approved March 26, 2014

\_\_\_\_\_  
Eugene Ladewski, Chairperson



# City of South Haven

## Department of Public Works

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

### MEMORANDUM

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

**From:** Larry Halberstadt, PE, City Engineer

**Date:** April 1, 2014

**RE:** Amendment of Cost-Based Formula Rate Agreement with Indiana Michigan Power Company

### Background Information:

The City of South Haven is currently party to a Cost-Based Formula Rate Agreement for Full Requirements Electric Service with Indiana Michigan Power Company (the Agreement). The City entered into this Agreement effective July 1, 2006.

The delivery period for this Agreement runs from July 1, 2006 through May 31, 2026 unless the Agreement is terminated in accordance with Section 2.2 (b) or 2.2 (c). Section 2.2 (b) of the Agreement permits the Customer (City of South Haven) to cancel the agreement by providing notification on or prior to May 31 of any year, 7 years prior to the effective date of termination. For example, the City could provide notification of cancellation before June 1, 2014 and the agreement would terminate on May 31, 2021.

On October 31, 2012, all American Electric Power (AEP) subsidiaries, including Indiana Michigan Power Company, filed documents with the Federal Energy Regulatory Commission (FERC) requesting termination of their Pool Agreement effective January 1, 2014. The Pool Agreement will be replaced with a Power Coordination Agreement (PCA). The new Power Coordination Agreement will require Indiana Michigan Power Company and the other AEP subsidiaries to meet their respective load and reserve obligations.

Indiana Michigan Power Company sells energy to other AEP subsidiaries and the revenue from these sales (off system sales) is shared with the City and other Indiana and Michigan Municipal Distributors Association (IMMDA) members. As a result, the off system sales revenue can reduce the cost that IMMDA members pay for purchased power. AEP has indicated that there should be no substantial cost increases to the City as a result of the new PCA. However, they are not able to provide accurate information regarding off system sales revenue under the new PCA. The primary issue for IMMDA members is that a reduction in off system sales revenues could result in an increase in purchased power costs. However, if changes occur, they will probably be gradual and occur over a long period of time.

As a result of these changes, IMMDA, acting on behalf of its members, began negotiations with AEP and Indiana Michigan Power Company to obtain a modification of the Cost-Based Formula

**Memorandum**

April 1, 2014

Amendment of Cost-Based Formula Rate Agreement with Indiana Michigan Power Company

Page 2 of 2

Rate Agreements. Working through our legal representative, Lisa Gast of Duncan, Weinberg, Genzer & Pembroke, IMMUDA has negotiated a settlement that would modify the current Agreement for each member. The proposed contract modification will change the termination period in Section 2.2 (b) of the Agreement. The modified Agreement will replace the seven (7) year notification period with a four (4) year notification period, provided that notification may not be given prior to May 31, 2015. For example, the City could provide notification of cancellation before June 1, 2015 and the agreement would terminate on May 31, 2019.

IMMUDA will continue to monitor power costs moving forward. If the new PCA results in an increase in purchase power costs to the members, the shortened notification period will permit cancellation of the Agreement at an earlier date. If the City or other IMMUDA members decided to give notice of early cancellation, they would then need to enter into negotiations with Indiana Michigan Power Company for a revised Agreement or they could issue a request for proposals to solicit pricing from other unregulated power providers. The IMMUDA Board of Directors is recommending that all IMMUDA members review and approve the proposed Amendment.

At their March 31, 2014 regular meeting, the Board of Public Utilities reviewed the proposed Amendment and passed a motion recommending approval of the Amendment by Council.

**Recommendation:**

Council should be requested to review and approve the attached Resolution at their April 7, 2014 regular meeting.

**Attachments:**

Cost Based Formula Rate Agreement  
FERC Rate Schedule 108  
Resolution 2014-14



Legal Department

American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215  
AEP.com

June 2, 2006

Robert G. Stickland, P.E.  
Director of Public Works  
City of South Haven, Michigan  
539 Phoenix St.  
South Haven, Michigan 49090-1499

**James R. Bacha**  
Assistant General Counsel -  
Regulatory Services  
(614) 716-1615 (P)  
(614) 716-2950 (F)  
jrbacha@aep.com

*Bob -*  
Dear Mr. Stickland:

Indiana Michigan Power Company looks forward to providing service to the City of South Haven pursuant to our new Cost-Based Formula Rate Agreement for Full Requirements Electric Service. An executed copy of the Agreement is attached for your records. Also enclosed is a copy of the required FERC Filing. You will be advised when the FERC accepts the Agreement for filing.

Sincerely,

A handwritten signature in black ink that reads 'J. Bacha'.

James R. Bacha

JRB:mjl

Enclosures

cc: Kent D. Curry-without enclosures  
Vincent E. Findley-without enclosures

**COST-BASED FORMULA RATE  
AGREEMENT FOR  
FULL REQUIREMENTS ELECTRIC SERVICE**

**DATED AS OF MAY 24, 2006**

**BY AND BETWEEN**

**INDIANA MICHIGAN POWER COMPANY**

**AND**

**THE CITY OF SOUTH HAVEN, MICHIGAN**

**Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company**

**Issued on: May 26, 2006**

**Effective: July 1, 2006**

TABLE OF CONTENTS

RECITALS.

<b>ARTICLE 1.</b>	<b>DEFINITIONS .....</b>	<b>6</b>
<b>ARTICLE 2.</b>	<b>TERM, SERVICE AND DELIVERY PROVISIONS .....</b>	<b>12</b>
Section 2.1	Term .....	12
Section 2.2	Delivery Period.....	12
Section 2.3	Planning .....	13
Section 2.4	Delivery Points .....	14
<b>ARTICLE 3.</b>	<b>SALE AND PURCHASE .....</b>	<b>14</b>
Section 3.1	Full Requirements Service .....	14
Section 3.2	Transmission Service, Ancillary Services and Local Facilities Service.....	16
Section 3.3	Existing Generation .....	17
Section 3.4	New Generation.....	17
Section 3.5	Qualifying Facility Purchases.....	19
Section 3.6	Retail Choice .....	20
Section 3.7	Renewable Portfolio Standards .....	20
<b>ARTICLE 4.</b>	<b>MONTHLY RATES AND BILLING .....</b>	<b>21</b>
Section 4.1	General Principles Regarding Monthly Charges for Full Requirements Electric Service.....	21
Section 4.2	Estimated Generation Demand, Generation Energy, and Generation Fuel Charges.....	21
Section 4.3	True-Up of Generation Demand and Generation Energy Charges.....	22
Section 4.4	Review Process.....	22
Section 4.5	Fuel Adjustment Charge.....	23
Section 4.6	Cost-of-Service Formulas.....	24
Section 4.7	Billing Demand and Energy .....	26
Section 4.8	Determination of Monthly Bill.....	26
Section 4.9	Payment Date.....	27
Section 4.10	Payment Netting.....	27
Section 4.11	Billing Disputes.....	27
<b>ARTICLE 5.</b>	<b>TRANSMISSION PROVIDER IMPLEMENTATION .....</b>	<b>28</b>
Section 5.1	Implementation.....	28

<b>ARTICLE 6. CREDITWORTHINESS.....</b>	<b>28</b>
Section 6.1 Financial Information .....	28
Section 6.2 Credit Assurances.....	28
<b>ARTICLE 7. DEFAULT AND REMEDIES.....</b>	<b>31</b>
Section 7.1 Events of Default.....	31
Section 7.2 Declaration of an Early Termination .....	31
Section 7.3 Suspension of Performance .....	32
Section 7.4 Obligations At Expiration or Termination.....	32
<b>ARTICLE 8. CURTAILMENT, TEMPORARY INTERRUPTIONS AND FORCE MAJEURE.....</b>	<b>33</b>
Section 8.1 Curtailment.....	33
Section 8.2 Temporary Interruptions.....	33
Section 8.3 Force Majeure.....	33
Section 8.4 Transmission Curtailment.....	33
<b>ARTICLE 9. NOTICES, REPRESENTATIVES OF THE PARTIES .....</b>	<b>34</b>
Section 9.1 Notices.....	34
Section 9.2 Authority of Representative .....	35
<b>ARTICLE 10. LIABILITY, INDEMNIFICATION, AND RELATIONSHIP OF PARTIES .....</b>	<b>35</b>
Section 10.1 Limitation on Consequential, Incidental and Indirect Damages .....	35
Section 10.2 Indemnification.....	36
Section 10.3 Title; Risk of Loss .....	37
<b>ARTICLE 11. REPRESENTATIONS AND WARRANTIES .....</b>	<b>37</b>
Section 11.1 Company and Customer Representations and Warranties.....	37
Section 11.2 Customer Representations and Warranties.....	38
<b>ARTICLE 12. ASSIGNMENT.....</b>	<b>38</b>
Section 12.1 General Prohibition Against Assignments .....	38
Section 12.2 Exceptions to Prohibition Against Assignments .....	38
<b>ARTICLE 13. CONFIDENTIALITY .....</b>	<b>39</b>
Section 13.1 Treatment of Confidential Information .....	39

<b>ARTICLE 14. REGULATORY AUTHORITIES.....</b>	<b>40</b>
Section 14.1 Effect of Regulation .....	40
<b>ARTICLE 15. DISPUTE RESOLUTION AND STANDARD OF REVIEW FOR     PROPOSED CHANGES.....</b>	<b>41</b>
Section 15.1 Resolution by Officers of the Parties.....	41
Section 15.2 Procedures for Resolution of Disputes .....	41
Section 15.3 Standard of Review .....	42
<b>ARTICLE 16. GENERAL PROVISIONS.....</b>	<b>43</b>
Section 16.1 Third Party Beneficiaries.....	43
Section 16.2 No Dedication of Facilities.....	43
Section 16.3 Waivers.....	43
Section 16.4 Interpretation .....	43
Section 16.5 Severability.....	43
Section 16.6 Modification .....	43
Section 16.7 Counterparts .....	43
Section 16.8 Headings.....	43
Section 16.9 Audit.....	43
Section 16.10 Records.....	44
Section 16.11 Survival .....	44
Section 16.12 Cooperation to Effectuate Agreement.....	44
<b>ARTICLE 17. RULES OF CONSTRUCTION .....</b>	<b>44</b>
<b>APPENDIX A. LIST OF DELIVERY POINTS .....</b>	<b>47</b>
<b>APPENDIX B. COST-OF-SERVICE FORMULAS.....</b>	<b>48</b>
<b>APPENDIX C. ASSIGNMENT OF PJM CHARGES AND CREDITS .....</b>	<b>67</b>

**COST-BASED FORMULA RATE**  
**AGREEMENT FOR FULL REQUIREMENTS ELECTRIC SERVICE**

This AGREEMENT is dated as of May 24/2006 ("Effective Date") and is by and between the Indiana Michigan Power Company (hereinafter referred to as "Company"), and the City of South Haven, Michigan ("Customer") (Company and Customer each individually referred to herein as a "Party," or collectively, the "Parties").

**RECITALS**

**WHEREAS**, Company is a corporation organized and existing under the laws of the State of Indiana, with its principal place of business at One Summit Square, 110 East Wayne Street, Fort Wayne, Indiana, 46802, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the States of Indiana and Michigan; and

**WHEREAS**, Customer is a municipal corporation chartered and existing under and by virtue of the laws of the State of Michigan, with its principal place of business at 539 Phoenix Street, South Haven, Michigan, 49090-1499; and

**WHEREAS**, Company is an electric utility subsidiary of American Electric Power Company, Inc. ("AEP"), is part of the integrated AEP System, and is a signator to various agreements with one or more AEP subsidiaries; and

**WHEREAS**, Customer desires to purchase Full Requirements Electric Service from Company to meet Customer's Retail Load; and

**WHEREAS**, Company has proposed to supply Full Requirements Electric Service to Customer, subject to the terms and conditions set forth herein; and

**WHEREAS**, the Parties have met numerous times to develop a cost-based formula rate for Full Requirements Electric Service.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree that this Agreement, together with the Appendices attached hereto and Related Documents, sets forth the terms under which Company will supply Full Requirements Electric Service to Customer, during the Delivery Period; constitutes the entire agreement between the Parties relating to Full Requirements Electric Service at cost-based rates; and supersedes any other agreements, written or oral (including without limitation any preliminary term sheet), between the Parties concerning this subject matter.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



**ARTICLE 1: DEFINITIONS**

The following words and terms shall be understood to have the following meanings when used in this Agreement or in any associated documents entered into in conjunction with this Agreement, unless a different meaning is plainly required by the context. This Agreement includes certain capitalized terms that are not explicitly defined herein. Such capitalized terms shall have the meanings specified in the "Related Documents," as the same are in effect from time to time, which meanings are incorporated herein by reference and made a part hereof. In the event of any inconsistency between a definition contained herein and a definition contained in "Related Documents," the definition in this Agreement shall control for purposes of this Agreement. Certain other definitions as required appear in subsequent parts of this Agreement.

- 1.1 **AEP Interconnection Agreement** means the agreement on file at FERC, commonly referred to as the AEP Pool Agreement, that regulates the inter-company charges and credits for capacity and energy among the following AEP Operating Companies: Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company and Ohio Power Company.
- 1.2 **AEP Operating Companies** means the electric utility subsidiaries of AEP, consisting of Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Ohio Power Company, Southwest Electric Power Company and Public Service Company of Oklahoma. "AEP Operating Companies" may include fewer than all of the listed companies, or may include the American Electric Power Service Corporation ("AEPSC"), where the context requires such interpretation.
- 1.3 **Affiliate** means, with respect to any person or corporation, any other person or corporation (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or corporation. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
- 1.4 **Agreement** means this Cost-Based Formula Rate Agreement for Full Requirements Electric Service, including the Appendices and Related Documents, as amended, modified or supplemented from time to time.
- 1.5 **Ancillary Services** means the following services related to the Full Requirements Electric Service to be supplied under the terms of this Agreement to the Delivery Points: those services set forth in the OATT schedules and any supplemental or revised tariffs or schedules adopted by the Transmission Provider, including, without limitation, Scheduling, System Control and Dispatch Service; Transmission Owners Scheduling, System Control and

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Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



Dispatch Service; Reactive Supply and Voltage Control from Generation Sources Service; Regulation and Frequency Response Service; Energy Imbalance Service; Operating Reserve-Spinning Reserve Service; Operating Reserve-Supplemental Reserve Service; and Black Start Service (as each of those services is defined in the OATT).

- 1.6 **Billing Period** means the calendar month which shall be the standard period for all payments and metering measurements under this Agreement, unless otherwise specifically required by the Transmission Provider or the entity providing meter reading services.
- 1.7 **Business Day** means a day ending at 5:00 p.m. Eastern Prevailing Time, other than Saturday, Sunday and any day which is a legal holiday or a day designated as a holiday by the North American Electric Reliability Council; provided, that, with respect to any payment due hereunder, or any other obligation of Company or Customer, a "Business Day" means a day ending at 5:00 p.m. Eastern Prevailing Time, other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Michigan and/or Columbus, Ohio are authorized by law to close; and, provided, further, that with respect to any notices for scheduling to be delivered pursuant to any Section hereof, a "Business Day" shall be a day other than Saturday, Sunday and any day which is a legal holiday or a day designated as a holiday by the Transmission Provider.
- 1.8 **Calendar Year** means a twelve-consecutive-month period commencing at the start of hour ending ("HE") 0100 on January 1 and ending at the conclusion of HE 2400 on December 31.
- 1.9 **Claims** means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, reasonable attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- 1.10 **Confidential Information** means such information as the Parties agree shall remain confidential. Notwithstanding the foregoing, the following shall not constitute Confidential Information:
- a. Information which was already in a Party's possession prior to its receipt from another Party and not subject to a requirement of confidentiality;
  - b. Information which is obtained from a third person who, insofar as is known to the Party, is not prohibited from transmitting the information to the Party by a contractual, legal or fiduciary obligation to the Party; and

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



- c. Information which is or becomes publicly available through no fault of the Party.
- 1.11 **Contract Year** means a twelve-consecutive-month period beginning at the start of HE 0100 on June 1 and ending at the conclusion of HE 2400 on May 31 of the subsequent Calendar Year.
- 1.12 **Credit Rating** means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations or its long-term revenue bonds (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt or its long-term revenue bonds, then the rating, if any, then assigned to such entity as an issuer rating by S&P and/or Moody's.
- 1.13 **Defaulting Party** means the Party who has caused an Event of Default.
- 1.14 **Delivery Period** means the period defined in Section 2.2 of this Agreement.
- 1.15 **Delivery Points** mean the point or points designated on Appendix A, to which Company will deliver and at which Customer will accept Firm Energy.
- 1.16 **Early Termination Date** is the date selected by the Non-Defaulting Party to terminate this Agreement in accordance with Section 7.2 herein.
- 1.17 **Eastern Prevailing Time** means the prevailing time in Columbus, Ohio.
- 1.18 **Energy** means three-phase, 60-cycle alternating current electric energy, expressed in KWhs.
- 1.19 **Event of Default** means those events by the Defaulting Party, as set forth in Article 7 of this Agreement, which give the Non-Defaulting Party the right to terminate this Agreement or exercise other remedies available under this Agreement or at law or in equity.
- 1.20 **FERC** means the Federal Energy Regulatory Commission.
- 1.21 **Firm Energy** means Energy that Company is required by this Agreement to sell and deliver and that Customer is required by this Agreement to purchase and receive, in each case without curtailment or interruption except as provided in Sections 8.1 and 8.2 hereof, unless relieved of their respective obligations without liability by Force Majeure, but in the case of Force Majeure only to the extent that, and for the period during which, either Party's performance is prevented by Force Majeure. Firm Energy shall be provided in accordance with the Transmission Provider's FERC-approved tariffs, Market Rules and Procedures.

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



- 1.22 Force Majeure** means an event or circumstance, subject to the limitations set forth below, that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date of this Agreement, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of any load by Customer; (ii) Customer's inability economically to use or resell the Full Requirements Electric Service contracted for hereunder; (iii) the loss or failure of Company's Generation Resources; or (iv) Company's ability to resell the Full Requirements Electric Service at a price greater than the pricing set forth herein.
- 1.23 Full Requirements Electric Service** means the supply of Firm Energy Company is required to supply to the Customer at the Delivery Points, as the same may fluctuate in real time to serve Customer's Retail Load, together with all associated generation-related services as more fully described in Article 3 and Appendix C of this Agreement.
- 1.24 Generation Resource** means the generation assets owned by Company, which, as of the Effective Date of this Agreement, consist of the Donald C. Cook Nuclear Plant (Units 1 and 2), the Rockport Plant (Units 1 and 2), the Tanners Creek Plant (Units 1 through 4), and various hydroelectric facilities; the Company's share of any jointly-owned units; long-term capacity purchases by the Company; and all generating plants of co-generators, qualifying facilities, and independent power producers that are not owned by the Company, but that produce electric power and sell it to the Company. The individual elements of Generation Resources are expected to change during the Term of this Agreement, but the Company shall maintain sufficient Generation Resources to meet reliably its load obligations as a public utility during the Term of this Agreement.
- 1.25 Good Utility Practice** means any of the practices, methods, techniques and standards (including the practices, methods, techniques and standards approved by a significant portion of the electric power generation industry, the Transmission Provider and/or NERC) that, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made and having due regard for, among other things, contractual obligations, applicable laws and equipment manufacturer's recommendations, could have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, technique or standard to the exclusion of all others, but rather

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



to be a range of possible practices, methods, techniques or standards within which I&M shall conduct its activities under this Agreement.

- 1.26 **KW** means kilowatt.
- 1.27 **KWh** means kilowatt-hour.
- 1.28 **Letter(s) of Credit** means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody's, in a form and from a bank acceptable to the Company. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.
- 1.29 **Load Serving Entity** means any entity (or the duly designated agent of such an entity), (i) serving end-users within the Transmission Provider's transmission service area, and (ii) that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the Transmission Provider's transmission service area.
- 1.30 **Losses** means any transmission loss, transformation loss, sub-transmission and/or distribution losses incurred in providing Full Requirements Electric Service hereunder; provided, however, that Losses shall only include losses incurred between the sources of Energy and the Delivery Points. In no case shall Losses include losses that may be incurred from the Delivery Points to the ultimate retail customers.
- 1.31 **Market Rules and Procedures** means the market rules, manuals and procedures adopted by the Transmission Provider, as may be amended from time to time, and as administered by the Transmission Provider to govern operations within the Transmission Provider's transmission service area.
- 1.32 **Monthly Charges** means the monthly charges set out in Article 4 of this Agreement.
- 1.33 **Moody's** means Moody's Investors Service, Inc. and its successors.
- 1.34 **MW** means Megawatt.
- 1.35 **MWh** means Megawatt-hour.
- 1.36 **NERC** means the North American Electric Reliability Council.
- 1.37 **Network Integration Transmission Service** or **NITS** means firm transmission service as set forth in the Transmission Provider's OATT that provides for delivery of Firm Energy to the Delivery Points.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



- 1.38 **Non-Defaulting Party** means the Party that has not caused an Event of Default.
- 1.39 **Normal Load Growth** means the future projected load growth, as measured by Customer's hourly peak demand, in the current Contract Year, predicted by the method below that yields the higher value: (a) the maximum annual peak demand over a 60 minute interval in any of the previous three (3) Contract Years times 1.04; or (b) the maximum annual peak demand over a 60 minute interval in any of the previous three (3) Contract Years plus five thousand (5,000) kilowatts. Load growth that occurs as a result of Customer annexing territory that Company serves at retail shall not be treated as load growth for purposes of this definition, but such annexed load shall be served under this Agreement.
- 1.40 **OATT** means the Transmission Provider's Open Access Transmission Tariff on file at FERC.
- 1.41 **Performance Assurance** means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to the Company.
- 1.42 **PJM** means PJM Interconnection, LLC.
- 1.43 **Related Documents** means, either collectively or individually, the Interconnection and Local Delivery Services Agreement, the PJM Open Access Transmission Tariff, the PJM Operating Agreement, the PJM Reliability Agreement, the PJM West Reliability Agreement, and any other applicable PJM Market Rules And Procedures.
- 1.44 **Retail Load** means Energy metered at the Delivery Points to meet the requirements of Customer's end use customers (including Customer's own end use for such things as street lighting and municipal buildings) located within the franchised service territory that Customer has a statutory or contractual right or obligation to serve.
- 1.45 **S&P** means Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.).
- 1.46 **Term** is defined in Section 2.1 of this Agreement.
- 1.47 **Transmission Provider** means the entity or entities transmitting or transporting the Firm Energy, and responsible for providing Ancillary Services associated with the delivery of Full Requirements Electric Service, from the Generation Resources to the Delivery Points. The Transmission Provider as of the Effective Date of this Agreement is PJM.

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



**ARTICLE 2: TERM, SERVICE AND DELIVERY PROVISIONS**

**2.1** Term. The Term of this Agreement shall begin as of the Effective Date and extend through and include the end of the Delivery Period. Whenever the Term of this Agreement ends, the applicable provisions of this Agreement shall continue in effect for one year in accordance with Article 16.11, Survival, or by their own terms, or to the extent necessary to provide for final accounting, billing (including any "true-up" billing provided for in this Agreement), billing adjustments, resolution of any billing disputes, realization of any collateral or other security, set-off, final payments, or payments pertaining to liability and indemnification obligations arising from acts or events that occurred in connection with this Agreement during the Term.

**2.2** Delivery Period.

(a) The Delivery Period shall commence on **July 1, 2006**, and extend through **May 31, 2026**, from HE 0100 through 2400 Eastern Prevailing Time, unless (i) this Agreement is canceled earlier in accordance with Sections 2.2(b) or 2.2(c) hereof, in which event the Delivery Period shall end as of 2400 Eastern Prevailing Time on the date the notice provided for in Sections 2.2(b) or 2.2(c) becomes effective; or (ii) an Early Termination Date becomes effective in accordance with the provisions of Article 7 of this Agreement, in which event the Delivery Period shall end as of 2400 Eastern Prevailing Time on the Early Termination Date.

(b) Customer may cancel this Agreement prior to the end of the Delivery Period, effective on May 31, 2019, or on May 31 of any year thereafter through 2025, by delivering to Company not less than **seven (7)** years prior to June 1 of any of those years, written notice of Customer's intention to cancel this Agreement. For example, providing notice of cancellation before June 1, **2019** shall terminate this Agreement as of May 31, 2019.

(c) With six (6) months advance written notice, either Party may cancel this Agreement, prior to the end of the Delivery Period, if a Material Impact occurs as a result of any of the following:

(i) The sale, transfer or permanent shut-down of Cook Unit 1, Cook Unit 2, or the Company's net share of Rockport Unit 1 or Rockport Unit 2, determined as of the Effective Date of this Agreement;

(ii) A merger or consolidation of the Company with another entity, the acquisition of the Company by another entity, a change of control of the Company pursuant to which an entity acquires 50% or more of the voting stock of the Company, or the acquisition of another entity by the Company; or

(iii) A change in the AEP Interconnection Agreement.

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Issued on: **May 26, 2006**

Effective: **July 1, 2006**

Material Impact means an increase of at least thirty-five percent (35%) in Company's annual costs per MWh, as determined pursuant to Appendix B, from one Calendar Year to the next Calendar Year.

- (d) Any notice given under Section 2.2(b) or 2.2(c) of this Agreement, for any reason, shall irrevocably terminate or cancel forever both this Agreement and any obligation on the Company's part to provide service to Customer under this Agreement. Customer further expressly acknowledges and agrees that the Customer waives any and all rights to raise in any forum a claim that the Company must provide service to Customer on the basis of
- (i) any terms or provisions of this Agreement, once this Agreement is terminated or cancelled;
  - (ii) any previous agreements between the Customer and the Company, including, but not limited to, any previous electric service agreements, any settlement agreements resolving FERC proceedings or any settlement agreements resolving any state or federal court suits (including the antitrust suits filed by Customer and others in the U.S. District Court for the Northern District of Indiana in Docket Nos. 74-72, 75-210, 77-210, 79-43); or
  - (iii) any FERC tariffs or court orders in existence as of the Effective Date of this Agreement.

Customer expressly acknowledges that Customer also waives any right to request vacatur of the order of dismissal or to reinstitute proceedings in the antitrust suits filed in U.S. District Court for the Northern District of Indiana.

**2.3 Planning.**

- (a) The Parties understand and agree that, as a result of this Agreement, the Company will plan to provide Full Requirements Electric Service to Customer during the Term of this Agreement. In recognition of this fact, the Parties have entered into this long-term Agreement. In order for the Company to continue to plan to serve the Customer beyond the end of the Delivery Period, the Parties understand and agree that, absent a written mutual agreement to the contrary, the Parties will need to negotiate and execute a new agreement for a new delivery period extending beyond the last day of the Term of this Agreement, at least eight (8) years before the end of the Delivery Period.
- (b) At the end of the Term of this Agreement, the Company's obligation to serve Customer under this Agreement shall terminate, and Customer expressly acknowledges that the Customer waives any and all rights to raise in any forum a claim that the Company must provide service to Customer on the basis of:

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Indiana Michigan Power Company**  
**Issued on: May 26, 2006**

**Effective: July 1, 2006**

- (i) any terms or provisions of this Agreement;
- (ii) any previous agreements between the Customer and the Company, including, but not limited to, any previous electric service agreements, any settlement agreements resolving FERC proceedings or any settlement agreements resolving any state or federal court suits (including the antitrust suits filed by Customer and others in the U.S. District Court for the Northern District of Indiana in Docket Nos. 74-72, 75-210, 77-210, 79-43); or
- (iii) any FERC tariffs or court orders in existence as of the Effective Date of this Agreement.

Customer expressly acknowledges that Customer also waives any right to request vacatur of the order of dismissal or to reinstitute proceedings in the antitrust suits filed in U.S. District Court for the Northern District of Indiana.

- (c) In order to allow Company to plan to meet Customer's Retail Load, Customer agrees to provide the Company, by June 1 of each Calendar Year during the Term of this Agreement, a forecast of Customer's expected Retail Load for the following eight Calendar Years.

**2.4 Delivery Points.** The Delivery Points for the Full Requirements Electric Service to be provided hereunder are set forth on Appendix A. In coordination with the Transmission Provider, if necessary, and subject to the execution of any necessary agreements, the Parties may mutually agree to add or delete Delivery Points and to make other changes regarding Delivery Points. Consent to changes regarding Delivery Points shall not be unreasonably withheld. Whenever there is any change in Delivery Points, Appendix A hereto automatically shall be amended to reflect such change and, when necessary, be submitted to the FERC.

### ARTICLE 3: SALE AND PURCHASE

#### **3.1 Full Requirements Service.**

- (a) During the Delivery Period, Company shall sell and deliver and Customer shall receive and purchase Full Requirements Electric Service sufficient to serve Customer's Retail Load, except as otherwise provided herein. As a provider of Full Requirements Electric Service, Company is solely responsible for satisfying all requirements and paying all costs incurred or to be incurred to provide Full Requirements Service, and Customer shall pay for such Full Requirements Electric Service as provided in Article 4 of this Agreement. Full Requirements Electric Service includes all generation-related services and schedules associated with Full

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



Requirements Electric Service, as more fully identified in Appendix C of this Agreement.

- (b) Appendix C, delineating the respective cost responsibilities of Company and Customer for generation-related and transmission-related services and schedules, respectively, is based upon the current PJM Operating Agreement and PJM OATT, and reflects the Company's current accounting for generation-related services and schedules, which are collected through the cost of service formulas set forth in Appendix B hereto. As either (i) schedules and services are added, deleted or changed in those agreements and tariffs of the Transmission Provider or in other documents governing the provision of and charges for services required in connection with Full Requirements Electric Service, or (ii) the accounting for such charges is changed, the Parties shall negotiate in good faith to determine, consistent with the principles underlying Appendix C, which new or changed schedules and services are predominantly generation-related and therefore shall be included in Full Requirements Electric Service and which are predominantly transmission-related and therefore shall be the responsibility of Customer. Appendices B and C shall automatically be amended, in a prompt manner, to incorporate such changes, as are mutually agreed by the Parties, and, when necessary, submitted to the FERC. The Parties shall cooperate in good faith to ensure that, irrespective of changes in the mechanisms for recovery of costs by the Transmission Provider and changes in accounting, the respective cost responsibilities of Company and Customer shall remain governed by this Agreement. In no event shall the costs of a particular service or schedule associated with Full Requirements Electric Service be recovered twice from Customer through its inclusion both in the costs used to derive the Full Requirements Electric Service unit rates pursuant to Appendix B and also in the costs in Appendix C for which Customer is responsible.
- (c) Company understands that the Customer's Retail Load may change from time to time. Except as specifically provided herein, at no time during the Delivery Period shall Customer use either (i) newly constructed or purchased generation resources, or (ii) new power purchase agreements, to reduce Customer's Retail Load. Company is responsible for Full Requirements Electric Service regardless of changes in Retail Load arising from daily fluctuations, increased or decreased usage, extreme weather and/or similar events; provided, however, that the Parties agree that this Agreement does not obligate the Company to sell to Customer, or the Customer to purchase from Company, at the rates set forth herein, Full Requirements Electric Service for any additions to Retail Load that exceed Normal Load Growth.
- (d) To the extent that Customer's Retail Load grows at a rate in excess of Normal Load Growth, Company and Customer agree to meet to discuss whether such excess Retail Load could be served under this Agreement, or whether changes could be made to this Agreement to address how Customer's Retail Load that exceeds Normal Load Growth can be met under this Agreement; provided however, neither Party shall be

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Indiana Michigan Power Company**  
**Issued on: May 26, 2006**

**Effective: July 1, 2006**



required to accept a change with which it, in its sole judgment, disagrees. If the Parties do not agree how Customer's Retail Load that exceeds Normal Load Growth can be met under this Agreement, then Customer shall have the right to find alternate supplies to serve such excess Retail Load, including the use of New Generation in accordance with this Article. With appropriate compensation, Company will cooperate with Customer with respect to the integration of such alternative supplies into the total supply of Customer.

- (e) If, during the Term of this Agreement, one or both units of Company's Cook Nuclear Plant experiences an outage that is anticipated to extend longer than three (3) months, and the Parties agree in writing that a reduction in Customer's Full Requirements Electric Service would be mutually beneficial, then Customer may reduce Customer's Full Requirements Electric Service for the duration of the outage.

**3.2 Transmission Service, Ancillary Services and Local Facilities Service.**

- (a) Commencing simultaneously with the Delivery Period and ending no later than the end of the Term of this Agreement, Company shall arrange for Network Integration Transmission Service ("NITS") and Ancillary Services for Customer's Retail Load and shall be responsible during the Delivery Period for the provision of all such services. Customer shall be responsible for paying all NITS and any other related Transmission Provider charges (including but not limited to, administrative fees that the Company incurs but does not record on its books in generation-related accounts) as identified on Appendix C. Beginning July 1, 2006, and throughout the Term of this Agreement, Customer agrees to reimburse the Company for all NITS and any other related Transmission Provider charges that the Company incurs on the Customer's behalf, as well as for all charges for Ancillary Services the Company incurs but does not record on its books in generation-related accounts. These charges shall be billed by Company to Customer using the same rates and billing determinants that would be used by the Transmission Provider to bill Customer if Customer were separately billed by the Transmission Provider. Company agrees not to oppose the Customer's right to initiate or participate in any FERC proceeding regarding PJM or NITS charges. In no event shall the costs of a particular service or schedule associated with Full Requirements Electric Service be recovered twice from Customer through its inclusion both in the costs used to derive the Full Requirements Electric Service unit rates pursuant to Appendix B and also in the costs in Appendix C for which Customer is responsible.
- (b) Prior to the beginning of the Delivery Period, Customer agrees to execute, and during the Term of this Agreement Customer agrees to maintain, an Interconnection and Local Delivery Service Agreement with the Company. Beginning July 1, 2006, and throughout the Term of this Agreement, Customer further agrees to pay all charges related to the Interconnection and Local Delivery Service Agreement to Company, or to the Transmission Provider acting as a billing and collections agent for the AEP

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



Operating Companies, if the Customer, Company and Transmission Provider so agree. The services provided under the Interconnection and Local Delivery Service Agreement are sometimes referred to in this Agreement as "Local Facilities Service."

**3.3 Existing Generation.** As of the Effective Date of this Agreement, Customer has no existing generating facilities behind the meters that will measure Customer's Billing Demand and Billing Energy under this Agreement.

**3.4 New Generation.**

(a) Subject to all applicable interconnection and siting requirements, and any other applicable requirements, Customer may, at any time after the Effective Date of this Agreement, construct, behind the Company's meters, new generating facilities, including but not limited to, generation facilities to provide backup, standby or emergency power ("New Generation"). The output of any New Generation shall be separately metered to allow Company to determine Customer's total Retail Load unaffected by New Generation. Unless Customer designates a New Generation facility "Load Serving Generation" pursuant to the process set forth in Section 3.4(b) of this Agreement, New Generation shall be deemed to be "Non-Load Serving Generation" and shall be subject to the provisions of Section 3.4(c) of this Agreement.

(b) If the following conditions are met, then New Generation built by Customer after the Effective Date of this Agreement may be used to serve up to, and including, ten percent (10%) of Customer's maximum demand established since the beginning of the Delivery Period ("Load Serving Generation"):

- (i) Customer shall provide Company with no less than two (2) years' advance written notice of the in-service date of any Load Serving Generation it intends to build;
- (ii) Any Load Serving Generation built by Customer shall be capable of producing sufficient capacity and energy to serve the amount of Retail Load, not to exceed ten percent (10%) of Customer's maximum demand established since the beginning of the Delivery Period, that Customer designates to be served by the Load Serving Generation ("Load Responsibility Percentage");
- (iii) Customer's Load Responsibility Percentage shall be determined, to the nearest one tenth of one percent (0.1%), as of the in-service date specified by Customer in the notice provided under Section 3.4(b)(i), as the lower of (a) the amount specified by Customer (not to exceed the nameplate rating of the Load Serving Generation) as a percentage of Customer's maximum demand established since the beginning of the Delivery Period; or (b) 10%;

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**

- (iv) Once Customer provides Company with written notice of its intention to build Load Serving Generation, then, as of the in-service date specified in Customer's notice, Customer shall be responsible for serving the Load Responsibility Percentage determined in accordance with Section 3.4(b)(iii), but not future load growth. Consequently, Customer's Load Responsibility Percentage will be adjusted to the nearest one tenth of one percent (0.1%), on an annual basis two (2) months prior to the beginning of the next Contract Year, in accordance with the following example: Customer builds Load Serving Generation with a five (5) MW nameplate rating at a time when its maximum demand is one hundred (100) MWs. Customer's Load Responsibility Percentage is five percent (5%). Over the next year, Customer's monthly maximum peak demand grows to one hundred ten (110) MWs. The Load Responsibility Percentage shall be adjusted to four and five tenths percent (4.5%) calculated by dividing five (5) MWs by one hundred ten (110) MWs;
- (v) Beginning on the in-service date specified in Customer's notice of its intention to build Load Serving Generation, regardless of the actual in-service date of the Load Serving Generation, Customer shall be responsible for serving the Load Responsibility Percentage of its Retail Load (*i.e.* "gross" load) in each hour throughout the remaining Term of this Agreement, and Company shall no longer have any obligation to serve that Load Responsibility Percentage of Customer's Retail Load under this Agreement. If Customer is unable to supply its Load Responsibility Percentage of its Retail Load from its Load Serving Generation, Customer shall supply such load from other sources, including the market. With appropriate compensation, Company will cooperate with Customer with respect to the integration of such other sources into the total supply of Customer; and
- (vi) Beginning on the in-service date specified in Customer's notice of its intention to build Load Serving Generation, the grant of any and all rights, interests and obligations to Company to supply the Load Responsibility Percentage of Customer's Retail Load under this Agreement shall cease, and Company and Customer shall cooperate, in advance, to make all necessary filings with the Transmission Provider and to perform all other acts necessary to transfer all rights, interests and obligations associated with the Load Responsibility Percentage back to Customer.
- (c) Any New Generation built by Customer after the Effective Date of this Agreement that is not designated as Load Serving Generation under Section 3.4(b) shall be deemed to be non-load serving generation ("Non-Load Serving Generation"). So long as adequate metering is maintained on the Non-Load Serving Generation to measure hourly metered output in KWh, Customer may run its Non-Load Serving

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



Generation at any time during the Delivery Period; provided, however, that Non-Load Serving Generation shall not reduce Retail Load or the amount of Full Requirements Electric Service that Customer is obligated to purchase from Company under this Agreement. The metered output of Customer's Non-Load Serving Generation shall be added to the Customer's metered load to determine Customer's Billing Demand and Billing Energy (total Retail Load). The Parties agree that the sole compensation that Customer shall receive from Company for running Non-Load Serving Generation built to provide backup, standby or emergency power shall be a credit netted against Customer's Monthly Bill calculated by taking an amount equal to (i) the metered KWh, as measured each hour by the metering on the Non-Load Serving Generation during the preceding month, adjusted for losses, times (ii) the Real-Time Locational Marginal Price ("LMP") in the AEP Load Zone ("AEP Zonal LMP") for each such hour less the PJM Balancing Operating Reserve charges for such hour. Customer may sell energy and/or capacity from other Non-Load Serving Generation (i.e. Non-Load Serving Generation that was not built to provide backup, standby and/or emergency power) into PJM, in accordance with applicable Market Rules and Procedures, or under a bilateral agreement with Company or a third party.

**3.5 Qualifying Facility Purchases.**

- (a) So long as Customer is receiving Full Requirements Electric Service from Company, Company shall be obligated to purchase the electrical output from any duly licensed and properly operating Qualifying Facility connected to Customer, but only so long as Company has such obligation pursuant to the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA"). The definition of Qualifying Facility shall be as contained in PURPA and the FPA.
- (b) Company shall apply the monthly billing amounts set forth in Article 4 to the combined Full Requirements Electric Service supplied by Company and the amounts delivered by the Qualifying Facility to the Customer. If Customer pays the Qualifying Facility directly for such energy, Company shall provide a credit equal to Company's avoided cost rate at the rate that Company would have paid to the Qualifying Facility if Company had directly purchased the Qualifying Facility output.
- (c) Customer agrees that Customer will not, directly or indirectly, engage in any activity to encourage or promote the construction or installation of a Qualifying Facility, except as otherwise required by or necessary to comply with applicable law, and shall not itself install, purchase or operate a Qualifying Facility during the Term of this Agreement.
- (d) Customer shall notify Company of the proposed connection of any Qualifying Facility to Customer's system. Notification shall be in writing as soon as practical, but at least ninety (90) days prior to the connection of the Qualifying Facility.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



3.6 Retail Choice.

- (a) The Parties expressly recognize that retail choice may occur in Customer's service area during the Term of this Agreement. In order to enable Customer to compete to retain existing customers, in the event retail choice is mandated in Customer's service area, by state or federal statutes, regulations, or regulatory agencies, or in the event other power suppliers plan to make a direct connection to one or more retail customers of Customer, the Parties agree as follows: If retail choice is available to a customer or an aggregated group of customers or a potential customer of Customer, Customer may negotiate a price with Company for the retention of such customer or group of customers, or to obtain new customers; provided, however, that if Customer and Company are unable to agree upon a price that retains or acquires such customer(s), then Customer may seek to obtain an alternate source of power supply, including the use of New Generation, which Company shall have the right of last refusal to match within one (1) Business Day of being officially notified by Customer. Such alternate source of power can only be made available to that specific customer or aggregated groups of customers for the defined period of the contract for alternate power supply and shall not be made available to other Retail Load of Customer or to displace other purchases.
- (b) "Mandated by state or federal statutes, regulations or regulatory agencies" includes the following scenarios: (i) state or federal statutes or regulations or regulatory agencies provide for retail choice by Customer's Retail Load as part of a larger retail choice program (in either a pilot program or permanent program), or (ii) Customer is exempt from such state or federal statutes or regulations, but retail customers of Customer, by vote or other legally enforceable right, require that Customer offer them the same provisions and rights contained in a statewide retail choice program.

3.7 Renewable Portfolio Standards.

- (a) During the Term of this Agreement, if the Company is required, as a result of federal or state laws, rules or regulations, to meet the requirements of any renewable portfolio standards, the Company agrees to meet those requirements with regard to Customer's Retail Load. In no event shall the Company be obligated to meet any renewable portfolio standards imposed upon or enacted by Customer that are more stringent than those standards that the Company is required to meet.
- (b) In the event that Customer, but not Company, is required, as a result of federal or state laws, rules or regulations, to meet the requirements of any renewable portfolio standards, the Company and Customer agree to meet and discuss how such requirements are to be met.

**ARTICLE 4: MONTHLY RATES AND BILLING**

**4.1 General Principles Regarding Monthly Charges for Full Requirements Electric Service.** The Monthly Charges for Full Requirements Electric Service supplied to Customer by Company hereunder during the Delivery Period of this Agreement shall include a Generation Demand Charge, a Generation Energy Charge (collectively, the "Generation Demand and Generation Energy Charges"), and a Generation Fuel Charge, all calculated in accordance with the terms of this Article and subject to all other terms and conditions contained in this Agreement. For each Calendar Year, the Generation Demand and Generation Energy Charges for which Customer is ultimately responsible shall be determined using data from Company's FERC Form 1 for that Calendar Year and the Return on Common Equity from December of the preceding Calendar Year as specified in Section 4.6(b). Because of the time lag in availability of the FERC Form 1 data, Generation Demand and Generation Energy Charges will initially be assessed based on estimated monthly rates, and a "true-up" will subsequently be conducted for each Calendar Year, as provided in Section 4.3 hereof. The Generation Energy Charge shall exclude fuel-related costs. All fuel-related costs shall be recovered through the Generation Fuel Charge, which shall be "trued up" to more current actual fuel-related costs by means of the Fuel Adjustment Charge set forth in Section 4.5 hereof. The monthly rates used to calculate the Generation Demand Charge, Generation Energy Charge and Generation Fuel Charge for Full Requirements Electric Service shall be determined pursuant to the cost-of-service formulas set forth in Appendix B hereto. These formulas will be used for both estimated and actual ("trued-up") rates and charges.

**4.2 Estimated Generation Demand, Generation Energy, and Generation Fuel Charges.** Estimated monthly rates shall be developed for each Contract Year. The estimated monthly rates used to calculate the Generation Demand Charge, Generation Energy Charge and Generation Fuel Charge shall be determined annually by the Company, pursuant to Appendix B, prior to the 31<sup>st</sup> day of May; be provided to the Customer, for its review by June 1; and be made effective as of June 1 (*i.e.*, at the commencement of each Contract Year). The estimated monthly rates in effect during each Contract Year shall be based upon the cost incurred in providing Full Requirements Electric Service for the most recent Calendar Year for which FERC Form 1 data is available. Customer shall have the rights set forth in Section 4.4 of this Agreement regarding the calculation of these estimated monthly rates and the resulting estimated Monthly Charges.

For example, in Calendar Year 2007, for the first five months the estimated monthly rates used to bill Customer will be based upon Calendar Year 2005 FERC Form 1 data (and will be the same as the estimated monthly rates used in the latter portion of Calendar Year 2006); beginning on June 1, 2007, the estimated monthly rates will be based upon Calendar Year 2006 FERC Form 1 data (and will remain in effect for the remainder of the 2007-2008 Contract Year); and all charges based on these estimated rates for Calendar Year 2007 will be subject to "true-up" of the Generation Demand Rate and Generation Energy Rate in 2008, pursuant to Section 4.3.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



- 4.3 **True-Up of Generation Demand and Generation Energy Charges.** Because the Generation Demand and Generation Energy Charges initially collected during a Calendar Year will be the product of estimated rates based on data from previous Calendar Years, the Generation Demand and Generation Energy Charges shall be adjusted (or "trued-up") based upon (i) FERC Form 1 cost data from that Calendar Year and (ii) the Return on Common Equity calculated using data from December of the previous Calendar Year as specified in Section 4.6(b). The true-up for Generation Demand and Generation Energy Charges shall be conducted by Company prior to May 31<sup>st</sup> of each Calendar Year once the FERC Form 1 data for the prior Calendar Year is available, and shall be accomplished by recalculating the sums due to Company from Customer for service provided during the prior Calendar Year. The difference between the sum of the Monthly Charges originally billed to Customer for service provided during the Calendar Year, based on the estimated monthly rates, and the sum of the Monthly Charges for which Customer is ultimately responsible shall be billed to Customer or credited to Customer, as appropriate, in twelve (12) equal monthly amounts beginning with the month of June of the year immediately following the Calendar Year for which the "true-up" is calculated, unless otherwise agreed by the Parties. The amount to be billed or credited for any such over-collections or under-collections will include interest determined in accordance with Section 35.19a of FERC's regulations, charged or applied from the date of original payment to the date when the over-collections or under-collections are paid or credited, but excluding the date paid or credited. Customer may unilaterally elect to prepay any amounts owed to Company, and Company may unilaterally elect to credit, in advance, any amounts due to Customer; and any such prepayments or advance credits shall be reflected in any interest calculations hereunder. Customer shall have the rights set forth in Section 4.4 of this Agreement regarding the calculation of the "trued-up" Monthly Charges.

For example, the "true-up" of Generation Demand and Generation Energy Charges initially collected for service provided during Calendar Year 2007 shall be conducted by Company by May 31, 2008. The "trued-up" charges shall be calculated using (i) 2007 FERC Form 1 cost data and (ii) the Return on Common Equity calculated using data from December, 2006. The difference between the sum of the Monthly Charges originally billed to Customer for service provided during 2007 (based on two different sets of estimated rates for portions of two Contract Years) and the sum of the "trued-up" Monthly Charges for Calendar Year 2007 will be divided into twelve (12) equal amounts and billed to Customer or credited to Customer, as appropriate and with interest, in invoices sent to Customer from July 2008 through June 2009, covering services provided during June 2008 through May 2009, unless otherwise agreed by the Parties or unless a full prepayment is made by Customer or a full advance credit is refunded by Company.

- 4.4 **Review Process.** Each time monthly rates are determined annually by the Company, whether to use in estimated billings to Customer during the upcoming Contract Year, or to "true up" the Generation Demand and Generation Energy Charges for the preceeding Calendar Year, the following information shall be provided to Customer by Company on

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



or before June 1: (i) the Company's FERC Form 1 Report; (ii) the calculation of the monthly rates; and (iii) workpapers showing the source of all data utilized in the calculation of the monthly rates and any other supporting documentation. The accuracy of the Company's calculations, as well as the data used in those calculations (including FERC Form 1 data) shall be subject to review and adjustment in accordance with the following procedure:

(a) Customer shall have until September 30 to review the information provided by the Company. During that time the Customer may ask the Company questions, but such questions shall be limited to determining if the Company properly applied the cost-of-service formulas in Appendix B; if the data used in Appendix B was proper; and if the Company's calculations were consistent with this Agreement. The Company shall respond to such questions within fifteen (15) Business Days.

(b) If the Company and Customer do not resolve any dispute as to the appropriateness of the data used by the Company or the application of the cost-of-service formulas in Appendix B by September 30, Customer may file a complaint at FERC regarding the accuracy of the Company's calculations or the data used in those calculations (including FERC Form 1 data), or both. The Parties agree that the complaint proceeding will be limited to determining if the Company properly applied the cost-of-service formulas in Appendix B; if the data used in Appendix B was proper; and if the Company's calculations were consistent with this Agreement. The Company agrees to bear the burden of proof regarding these matters in any such complaint proceeding. The refund obligation will extend for the entire Contract Year or Calendar Year that is the subject of review as a result of the complaint proceeding, with Company having no right to seek suspension of the refund effective date.

(c) The Monthly Charges being collected from Customer by Company under this Agreement shall be subject to adjustment until the latest of (i) September 30 of each year during the Term of this Agreement, if at such time, there has been no complaint filed at FERC under this Section; (ii) the final resolution of any complaint filed pursuant to this Section; or (iii) the day any required corrections have been made by the Company. The Company shall make any necessary corrections as soon as possible and shall make any adjustments to Customer's bill on the next monthly billing.

4.5 **Fuel Adjustment Charge.** Customer shall pay Company a monthly Fuel Adjustment Charge determined pursuant to the cost-of-service formulas set forth in Appendix B hereto. The base cost of fuel, expressed in dollars per KWh, to be used in the Fuel Adjustment Charge shall equal the then-applicable Generation Fuel Rate. Customer shall be billed a Fuel Adjustment Charge each month for the energy delivered in the preceding month based upon estimated fuel charges in excess of the Generation Fuel Rate or, if applicable, shall be credited for the amount by which the estimated fuel charges are lower than the Generation Fuel Rate. Any difference between the estimated fuel charges and

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Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006

the fuel charges based on actual fuel costs shall be billed or credited to Customer on the first bill rendered after such actual fuel costs have been determined. Company shall use reasonable diligence when estimating monthly fuel charges so as to avoid any significant difference between estimated and actual monthly fuel charges to Customer.

4.6 **Cost-of-Service Formulas.** The cost-of-service formulas set forth in Appendix B were designed, by mutual agreement, primarily to use the Company's FERC Form 1 costs. Certain costs that either are not reflected in the Company's FERC Form 1, or that the Parties agreed were not representative of the Company's costs, were determined by negotiation. The specific elements of the cost-of-service formulas set forth below were negotiated as an integrated and integral part of this Agreement:

- (a) For purposes of calculating the Company's rate base used in Appendix B, the Parties agree that the Company will include one hundred percent (100%) of its expenditures for Pollution Control Facilities and Fuel Conversion Facilities (as defined in Section 35.25 of the FERC's regulations) recorded on the Company's books and records as construction work in progress ("CWIP"), and fifty percent (50%) of its expenditures for all other CWIP.
- (b) The Return on Common Equity, which will be used to compute the composite cost of capital used in Appendix B, shall be determined annually by taking the average of the daily Moody's Long-Term Baa Corporate Bond Index for the month of December of the preceding year, and adding 535 basis points (5.35 percentage points). For estimated Monthly Charges, the composite cost of capital and estimated Monthly Charges shall be developed using the Appendix B formulas and data from the FERC Form 1 for the Calendar Year that ends with the same month of December as was used to determine the Return on Common Equity. (For example, by June 1, 2008, the composite cost of capital shall be determined using the Return on Common Equity from December, 2007 and other capital cost data from the FERC Form 1 for Calendar Year 2007. The resulting composite cost of capital shall be used in the Appendix B formulas together with other FERC Form 1 data for Calendar Year 2007 to determine the estimated Generation Demand and Generation Energy Charges and the Generation Fuel Rate for the Contract Year beginning June 1, 2008.) For true-ups of the Generation Demand and Generation Energy Charges, the FERC Form 1 data for the Calendar Year being trued up shall be used in conjunction with the Return on Common Equity from December of the prior Calendar Year. (For example, once 2008 FERC Form 1 data are available in 2009, such data shall be used to compute the 2008 composite cost of capital using the Return on Common Equity from December, 2007. That composite cost of capital will be used with other 2008 FERC Form 1 data to determine the trued-up Generation Demand and Generation Energy Charges for Calendar Year 2008.) So long as the Return on Common Equity computed pursuant to this Section 4.6(b) is neither lower than 9.0% nor higher than 18.0%, the Parties agree that the Return on Common Equity used to compute the composite cost of capital in Appendix B shall not be subject to change under Sections 205 or 206 of the

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



Federal Power Act ("FPA"), absent the mutual written consent of the Parties. In the event that the Return on Common Equity produced as a result of the calculation provided for herein is either below 9.0% or above 18.0%, either Party may seek FERC review of the Return on Common Equity value under the "just and reasonable" standard of Sections 205 and 206 of the FPA.

- (c) The Company's Member Load Ratio share of net revenue from deliveries to non-associated companies by the AEP Operating Companies ("System Sales") shall be shared fifty percent (50%) by Customer and fifty percent (50%) by Company, with the Customer's share reducing the Company's total production cost as shown on Appendix B. For purposes of this Section 4.6(c), "net revenue" refers to the revenue in excess of the full cost of making such System Sales.
- (d) The Depreciation Expense used in Appendix B will be calculated using the depreciation rates that are approved from time to time by the Michigan Public Service Commission ("MPSC") to record depreciation in the Company's Michigan jurisdiction. These depreciation rates are subject to periodic change at such time as the Company has filed new depreciation rates with the MPSC and the MPSC allows the Company to begin recording depreciation expense based upon newly-approved depreciation rates.
- (e) The Nuclear Decommissioning expense used in Appendix B will initially be set at the total Company level of \$40 million. When the MPSC next authorizes a change in the level of Nuclear Decommissioning Expense for the Company's Michigan retail customers, the total Company level of Nuclear Decommissioning Expense used in Appendix B to calculate Customer's rates shall be reset as if the total Company level authorized by the MPSC were being collected from customers in all of the Company's regulatory jurisdictions. This provision in no way affects Customer's rights, if any, at FERC, regarding nuclear decommissioning expenses. The revenue collected from Customer, by means of the Monthly Charges in effect under this Agreement, includes a component sufficient to recover Customer's portion of Company's regulatory assets and unrecorded liabilities related to decommissioning.
- (f) The method set forth in Appendix B to allocate costs as production-related and/or transmission-related shall be used throughout the Term of this Agreement; provided, however, that, to the extent that any of the following circumstances occur during the Term of this Agreement, the Parties will meet and attempt to determine a mutually agreeable modification to Appendix B: (i) FERC determines in a rulemaking proceeding, or in a proceeding regarding the Company's costs to be included in the Transmission Provider's OATT, or it is agreed in a FERC-approved settlement of any such proceeding, that items currently included in Appendix B as production-related should be treated as transmission-related; or (ii) FERC determines in a rulemaking proceeding, or in a proceeding regarding the Company's costs to be included in the Transmission Provider's OATT, or it is agreed in a FERC-approved settlement of any

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Indiana Michigan Power Company**  
**Issued on: May 26, 2006**

**Effective: July 1, 2006**



such proceeding, that items currently excluded from Appendix B as transmission-related should be treated as production-related. If either or both of the circumstances in this Section 4.6(f) occurs and the Parties cannot agree upon a modification to Appendix B, then either Party may seek FERC review of Appendix B's treatment of the items addressed in such proceedings under the "just and reasonable" standard of Sections 205 and 206 of the FPA.

**4.7 Billing Demand and Energy.**

- (a) The monthly Billing Demand shall be the single highest 60-minute KW demand measured during the Billing Period, but not less than 400 KW.
- (b) The monthly Billing Energy shall be the total KWWhs of Firm Energy as measured during the Billing Period.

**4.8 Determination of Monthly Bill.** The Monthly Bill shall set forth charges for Full Requirements Electric Service, charges for Local Facilities Service, charges to reimburse costs incurred by Company on behalf of Customer in connection with Full Requirements Electric Service, and other charges associated with Full Requirements Electric Service. The Monthly Bill shall be the total of the following:

1. The product of the Generation Demand Rate and the Billing Demand; plus
2. The product of the Generation Energy Rate and the Billing Energy; plus
3. The product of the Generation Fuel Rate and the Billing Energy; plus
4. The product of the Fuel Adjustment Charge and the Billing Energy; plus
5. All applicable charges in accordance with the Interconnection and Local Delivery Service Agreement, to the extent not billed directly to the Customer by the Transmission Provider or otherwise; plus
6. All amounts due to Company for reimbursement of charges incurred by Company as the NITS customer for delivery of Full Requirements Electric Service in accordance with the OATT or related agreements for transmission-related schedules or services for which Customer is responsible pursuant to Section 3.2(a) and Appendix C hereto, to the extent that such charges are not included in Items 1 through 5 above; minus
7. All amounts due to Customer from Company pursuant to Sections 3.3, 3.4 and 3.5; plus

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**

8. Any applicable governmental taxes, fees and assessments attributable to Full Requirements Electric Service not included in any of the other elements of the Monthly Bill.
- 4.9 **Payment Date.** Customer shall pay Company any amounts due and payable hereunder on or before the later of the fifteenth (15<sup>th</sup>) day of each month, or the fifteenth (15<sup>th</sup>) day after receipt of invoice or, if such due date is not a Business Day, then on the next Business Day. All invoices shall be paid by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the Company. If all or any part of any amount due and payable pursuant to this Agreement shall remain unpaid thereafter, interest shall thereafter accrue and be payable to Company on such unpaid amount at a rate determined in accordance with Section 35.19a of FERC's regulations.
- 4.10 **Payment Netting.** Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to this Agreement through netting, in which case all amounts owed by each Party to the other Party under this Agreement, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it. All amounts netted pursuant to Article Four shall not take into account or include any Performance Assurance or guaranty, which may be in effect to secure a Party's performance under this Agreement. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly Billing Period, that Party shall pay such sum in full when due.
- 4.11 **Billing Disputes.** If a Party, in good faith, disputes an invoice, the disputing Party shall immediately notify the other Party of the basis for the dispute and pay the undisputed portion of such invoice no later than the due date; provided, however, with respect to any amounts the Company passed through from the Transmission Provider to the Customer pursuant to item 6 in Section 4.8 above, the full amount of the disputed bill shall be paid when due and any billing dispute shall be handled in accordance with the procedures set forth in the OATT. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with any interest accrued at the rate determined in accordance with Section 35.19a of the FERC's regulations from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned by the receiving Party or deducted at the option of the overpaying Party, in either case with interest accrued at the rate determined in accordance with Section 35.19a of the FERC's regulations until the date paid or deducted from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment.

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



**ARTICLE 5: TRANSMISSION PROVIDER IMPLEMENTATION**

**5.1 Implementation.**

- (a) Company and Customer shall enter into, and file with the Transmission Provider and other applicable entities, all documents necessary for the Company and the Customer to fulfill their respective obligations to provide or take Full Requirements Electric Service.
- (b) The Parties recognize and agree that Company is deemed to be the Customer's Load Serving Entity for purposes of PJM and this Agreement. The Parties further recognize and agree that the Full Requirements Electric Service to be provided hereunder is a load obligation of the Company, for purposes of PJM and the AEP Interconnection Agreement, and that the Company assumes such load obligation as its own firm power commitment and shall retain all obligations and advantages accruing from meeting the load during the Term of this Agreement. At the end of this Agreement, the Customer shall become the Load Serving Entity and all obligations and advantages from being the Load Serving Entity shall revert to Customer.
- (c) Each Party shall provide the other Party access to information the other Party reasonably requests to facilitate the administration of this Agreement.

**ARTICLE 6: CREDITWORTHINESS**

**6.1 Financial Information.** If requested by a Party ("Party X"), the other Party ("Party Y") shall deliver (i) within one hundred fifty (150) days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year with respect to Party Y, and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of the quarterly report containing unaudited consolidated financial statements for such fiscal quarter with respect to Party Y, to the extent that such reports are prepared in Party Y's ordinary course of business on such schedule. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Party Y diligently pursues the preparation, certification and delivery of the statements.

**6.2 Credit Assurances.**

- (a) Customer represents that Customer's Charter ("Charter") in effect as of the Effective Date of this Agreement, enables it to charge rates which, together with the other revenues, produce revenues sufficient to pay maintenance expenses, purchased power

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



expenses, other operation expenses, debt service on its bonds, other indebtedness, liens and/or charges against its revenues. In connection with the foregoing representations, Company hereby acknowledges receipt of a copy of the relevant portions of Customer's Charter. Customer agrees to annually provide Company with a copy of the relevant portion of its Charter, by June 1 of each Calendar Year during the Term of this Agreement, if requested by Company. If, at any time during the Term of this Agreement there are any material changes to Customer's Charter, or the rates it charges thereunder, that cause the representations of Customer described above to cease to be substantially accurate, Customer further agrees to immediately notify Company, in writing. Regardless of whether Customer so notifies the Company, or provides a copy of the relevant portions of its Charter to Company annually, the Customer and Company agree that if there are any material changes to Customer's Charter, or the rates it charges thereunder, that cause the representations described above to cease to be substantially accurate, then, the following provisions shall immediately become operable with respect to Customer.

- (i) If at any time Company has reasonable grounds to believe that Customer's creditworthiness or performance under this Agreement has become unsatisfactory, Company may provide the Customer with written notice requesting Performance Assurance in an amount determined by Company in a commercially reasonable manner.
- (ii) Upon receipt of such notice the Customer shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the Company.
- (iii) In the event that the Customer fails to provide such Performance Assurance or other credit assurance acceptable to the Company within three (3) Business Days of receipt of notice, then an Event of Default under Article 7 shall be deemed to have occurred.

**(b) Grant of Security Interest/Remedies.**

- (i) To secure its obligations under this Agreement and only to the extent Customer delivers Performance Assurance hereunder, Customer (the "Pledgor") hereby grants to Company (the "Secured Party") a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the Secured Party, and Pledgor agrees to take such action as the Secured Party reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and right of setoff against), such collateral

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

**Effective: July 1, 2006**



and any and all proceeds resulting therefrom or from the liquidation thereof.

- (ii) Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date by Customer, the Company may do any one or more of the following:
1. exercise any of the rights and remedies of Company with respect to all Performance Assurance, including any such rights and remedies under law then in effect;
  2. exercise its rights of setoff against any and all property of the Customer in the possession of the Company or its agent;
  3. draw on any outstanding Letter of Credit issued for its benefit; and
  4. liquidate all Performance Assurance then held by or for the benefit of Company free from any claim or right of any nature whatsoever of the Customer, including any equity or right of purchase or redemption by the Customer.
- (iii) The Company shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Customer's obligations under the Agreement (the Customer remaining liable for any amounts owing to the Company after such application), subject to the Company's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

**(c) Interest Rate on Cash Amounts Held as Collateral.** For Performance Assurance in the form of cash that is held by Company pursuant to this Article Six, the interest rate will be the Federal Funds Rate minus 0.25% as from time to time in effect. "Federal Funds Rate" means the rate, for the relevant determination date opposite the caption "Federal Funds (Effective)", as set forth in the weekly statistical release designated as H.15 (519), published by the Board of Governors of the Federal Reserve System. Such interest shall be calculated commencing on the date Performance Assurance in the form of cash is received by Company but excluding the earlier of: (i) the date Performance Assurance in the form of cash is returned to Customer; or (ii) the date Performance Assurance in the form of cash is applied to a Customer's obligations pursuant to Section 6.2(b).

**(d) Transfer of Interest Amount.** Customer shall invoice the Company monthly setting forth the calculation of the interest amount due, and the Company shall make payment thereof by the later of (i) the third Business Day of the first month after the last month to which such invoice relates; or (ii) the third Business Day after the day on which such invoice is received.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



ARTICLE 7: DEFAULT AND REMEDIES

- 7.1 **Events of Default.** Any one or more of the following shall constitute an "Event of Default" hereunder with respect to either Party (the "Defaulting Party"):
- (a) The failure to make, when due, any payment required pursuant to this Agreement (other than payments disputed under Article 4) if such failure is not remedied within five (5) Business Days after written notice;
  - (b) Any representation or warranty made by a Party herein is false or misleading in any material respect when made or when deemed made or repeated, if such failure is not remedied within thirty (30) Business Days after written notice;
  - (c) The failure by Customer to provide Performance Assurance to Company as required under Article 6;
  - (d) The failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default as specified above, and except to the extent such Party's obligations to deliver or receive Firm Energy are modified by the provisions of Article 8), if such failure is not remedied within five (5) Business Days after written notice; or
  - (e) A Party: (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due.
- 7.2 **Declaration of an Early Termination.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date"); (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The declaration of an Early Termination Date shall, as of the Early Termination Date, terminate this Agreement and any obligation on the Company's part to provide service to Customer, under this Agreement or any other agreement or rate schedule, on the basis of
- (i) any terms or provisions of this Agreement;
  - (ii) any previous agreements between the Customer and the Company, including, but not limited to, any previous electric service agreements, any settlement agreements resolving

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



FERC proceedings, or any settlement agreements resolving any state or federal court suits (including the antitrust suits filed in the U.S. District Court for the Northern District of Indiana in Docket Nos. 74-72, 75-210, 77-210, 79-43); or

(iii) any FERC tariffs or court orders in existence as of the Effective Date of this Agreement.

Customer expressly acknowledges that Customer also waives any right to request vacatur of the order of dismissal or to reinstitute proceedings in the antitrust suits filed in U.S. District Court for the Northern District of Indiana in Docket Nos. 74-72, 75-210, 77-210, 79-43).

**7.3 Suspension of Performance.** Notwithstanding any other provision of this Agreement, if an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right

- (a) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than fifteen (15) Business Days unless an Early Termination Date shall have been declared and notice thereof pursuant to Article 9 been given;
- (b) to exercise any remedy available at law, subject to the limitations set forth in Section 10.1 hereof, including the right to seek to recover direct damages before a court of competent jurisdiction, and, if the Defaulting Party is the Customer, Company's right to seek to recover its stranded costs at FERC in accordance with Section 35.26 of FERC's regulations; and

(c) to exercise any remedy available in equity.

**7.4 Obligations At Expiration or Termination.** Upon the termination or expiration of this Agreement, in addition to such rights and obligations enumerated elsewhere in this Agreement, the grant of any and all right and interest to Company to supply Full Requirements Electric Service under this Agreement shall cease. Customer and Company shall cooperate, in advance to the extent possible, to make all necessary filings with the Transmission Provider and to perform all other acts necessary to transfer all such rights and interests back to Customer in a timely manner.

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



**ARTICLE 8: CURTAILMENT, TEMPORARY INTERRUPTIONS AND FORCE MAJEURE**

- 8.1 **Curtailment.** If there is a shortage of Energy requiring the curtailment of the Company's Firm Energy deliveries, then upon being notified by the Transmission Provider or the Company, Customer will institute procedures which will cause a corresponding curtailment of the use of Energy by its Retail Load. It is the express intention of this provision that any curtailment of Firm Energy shall fall equitably upon all firm loads served by the Company after, to the extent within the Company's control, the curtailment of its non-firm loads. If upon notification of a requirement to curtail, Customer fails to institute such procedures, Company shall be entitled to limit deliveries of Firm Energy to Customer in order to effectuate reductions in Energy deliveries, in the smallest amount that is operationally practical, equivalent to or greater than the reduction which would have been effected had Customer fulfilled its curtailment obligation hereunder during the period any shortage exists, and, in such event, Company shall not incur any liability to Customer in connection with any such action so taken by Company.
- 8.2 **Temporary Interruptions.** Company will use reasonable diligence in furnishing Firm Energy to Customer, but Company does not guarantee that the supply of Firm Energy furnished to Customer will be uninterrupted, or that voltage and frequency will be at all times constant. The Company will not unduly discriminate against the Customer, as among its retail and wholesale customers, when handling the impact of temporary interruptions. Temporary interruption of Firm Energy deliveries hereunder shall not constitute a breach of the obligations of Company under this Agreement, and Company shall not in any such case be liable to Customer for damages resulting from any such temporary interruptions of service.
- 8.3 **Force Majeure.** To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.
- 8.4 **Transmission Curtailment.** Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by the Transmission Provider unless (i) such Party has contracted for firm transmission with the Transmission Provider for the services to be delivered to or received at the Delivery Point; and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



**ARTICLE 9: NOTICES, REPRESENTATIVES OF THE PARTIES**

9.1 **Notices.** Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing. Such notice shall be sent by facsimile, courier, personally delivered or mailed, postage prepaid, to the representative of the other Party designated in this Article 9. Any such notice, demand, or request shall be deemed to be given (i) when received by facsimile; (ii) when actually received if delivered by courier, overnight mail or personal delivery; or (iii) three (3) days after deposit in the United States mail, if sent by first class mail.

(a) Notices and other communications by Company to Customer shall be addressed to:

Dorothy Appleyard, Mayor  
City of South Haven, Michigan  
539 Phoenix Street  
South Haven, Michigan 49090-1499  
Phone: (269) 637-8087  
Facsimile: (269) 637-5319

With a copy to:

Amanda Sleigh, City Clerk  
City of South Haven, Michigan  
539 Phoenix St.  
South Haven, Michigan 49090-1499  
Phone: (269) 637-0750  
Facsimile: (269) 637-5319

Robert G. Stickland, P.E, Director of Public Works  
City of South Haven, Michigan  
1199 8th Avenue  
South Haven, Michigan 49090-1499  
Phone: (269) 637-0719  
Facsimile: (269) 637-4778

(b) Notices and other communications by Customer to Company shall be addressed to:

President  
Indiana Michigan Power Company  
One Summit Square  
Ft. Wayne, IN 46802  
Phone: (260) 425-2355  
Facsimile: (260) 425-2318

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**

Vice President – Energy Marketing  
American Electric Power Service Corporation  
155 W. Nationwide Blvd., Suite 500  
Columbus, OH 43215  
Phone: (614) 583-6408  
Facsimile: (614) 583-1626

With a copy to:

Credit Risk Management  
American Electric Power Service Corporation  
155 W. Nationwide Blvd., Suite 400  
Columbus, OH 43215  
Phone: (614) 583-6728  
Facsimile: (614) 583-1626

(c) Any Party may change its representative by written notice to the other Parties.

- 9.2. **Authority of Representative.** The Parties' representatives designated in Section 9.1 shall have full authority to act for their respective principals in all technical matters relating to the performance of this Agreement. The Parties' representatives shall not, however, have the authority to amend, modify or waive any provision of this Agreement unless they are authorized officers of their respective entities and such amendment, modification or waiver is made pursuant to Section 16.6.

#### ARTICLE 10: LIABILITY, INDEMNIFICATION, AND RELATIONSHIP OF PARTIES

- 10.1 **Limitation on Consequential, Incidental and Indirect Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SUCCESSORS, SUBSIDIARIES OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. THE PROVISIONS OF THIS SECTION 10.1 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

**10.2 Indemnification.**

- (a) To the extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident occurring or existing during the period when control and title to Full Requirements Electric Service is vested in such Party as provided in Section 10.3 of this Agreement.
- (b) Each Party shall indemnify, defend and hold harmless the other Party from and against any and all Claims for damages to any person or destruction of any property arising in any manner directly or indirectly by reason of the acts of such Party's authorized representatives while on the premises of the other Party under any rights of access provided herein.
- (c) Customer shall indemnify, defend and hold harmless the Company from and against any and all Claims for damages to any individual, firm or corporation constituting any part of Customer's Retail Load arising in any manner directly or indirectly by reason of a failure, interruption, curtailment, or deficiency in Company's supply of Full Requirements Electric Service.
- (d) Neither Party assumes any responsibility of any kind with respect to the construction, maintenance, or operation of the system or other property owned or used by the other Party. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Party from any and all Claims for injuries to person or property by any person, firm or corporation in any way resulting from, growing out of, or arising in or in connection with the construction, maintenance or operation of the other Party's system or other property. The Customer further agrees to indemnify, defend and hold harmless the Company from any and all Claims for injuries to persons or property by any person, firm or corporation in any way resulting from, growing out of, or arising in or in connection with the use of, or contact with, Energy delivered hereunder after it is delivered to Customer and while it is flowing through the lines of Customer, or is being distributed by Customer, or is being used by Retail Load.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



- (e) If a Party intends to seek indemnification under this Section 10.2 from the other Party with respect to any Claim, the Party seeking indemnification shall give such other Party notice of such Claim within thirty (30) days of the commencement of, or actual knowledge of, such Claim, whichever is earlier. Such Party seeking indemnification shall have the right, at its sole cost and expense, to participate in the defense of any such Claim. The Party seeking indemnification shall not compromise or settle any such Claim without the prior consent of the other Party, which consent shall not be unreasonably withheld.

**10.3 Title; Risk of Loss.** Title to and risk of loss related to the Full Requirements Electric Service provided hereunder shall transfer from Company to Customer at the Delivery Points. Company represents and warrants that it will deliver Full Requirements Electric Service to Customer free and clear of all claims or any interest therein or thereto by any person arising prior to the Delivery Points.

#### ARTICLE 11: REPRESENTATIONS AND WARRANTIES

**11.1 Company and Customer Representations and Warranties.** Company and Customer Represent and Warrant to the other that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct business in either Indiana or Michigan, or both, as applicable;
- (b) It has, or upon execution of this Agreement will promptly seek, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, including, but not limited to, any organizational documents, charters, by-laws, indentures, mortgages or any other contracts or documents to which it is a party, or any law, rule, regulation, order or the like applicable to it;
- (d) This Agreement, and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any legal and equitable defenses;
- (e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it, which would result in it being or becoming bankrupt;

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

**Original Sheet No. 38**

- (f) There is not pending or, to its knowledge, threatened against it any legal proceedings that could materially and/or adversely affect its ability to perform its obligations under this Agreement, including but not limited to Related Documents; and
- (g) There is no Event of Default or events which, with the giving of notice or lapse of time or both, would constitute an Event of Default with respect to it, and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

**11.2 Customer Representations and Warranties. Customer Represents and Warrants to Company that:**

- (a) With respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of its status as a municipality under Federal or state law or similar grounds with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment; and
- (b) Customer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuations or irregularity in the supply of Energy. Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of Energy which could have been prevented by Customer's use of such protective devices.

**ARTICLE 12: ASSIGNMENT**

**12.1 General Prohibition Against Assignments.** Except as provided in Section 12.2 below, no Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld.

**12.2 Exceptions to Prohibition Against Assignments.** A Party may, without the other Party's prior written consent, (and without relieving itself from liability hereunder) (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; or (ii) transfer or assign this agreement to any person or entity succeeding by merger or by acquisition to all or substantially all of the assets of the assigning Party, where such person's or entity's creditworthiness is equal to or higher than that of the assigning Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

**Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company**

**Issued on: May 26, 2006**

**Effective: July 1, 2006**



**ARTICLE 13: CONFIDENTIALITY**

**13.1. Treatment of Confidential Information.**

- (a) To the extent permitted by law, all Confidential Information shall be held and treated by the Parties and their agents in confidence, used solely in connection with this Agreement, and shall not, except as hereinafter provided, be disclosed without the other Party's prior written consent.
- (b) Notwithstanding the foregoing, Confidential Information may be disclosed (i) to a third party for the purpose of effectuating the supply, transmission and/or distribution of Full Requirements Electric Service to be delivered pursuant to this Agreement; (ii) to regulatory authorities of competent jurisdiction, or as otherwise required by applicable law, regulation or order, including state sunshine, open meeting, freedom of information or similar laws; (iii) as part of any required, periodic filing or disclosure with or to any regulatory authority of competent jurisdiction; and (iv) to third parties in connection with merger, acquisition/disposition and financing transactions provided that any such third party shall have signed a confidentiality agreement with the Disclosing Party containing customary terms and conditions that protect against the disclosure of the Confidential Information and that strictly limit the recipient's use of such information only for the purpose of the subject transaction and that provide for remedies for non-compliance. Disclosing Party shall make all reasonable efforts to ensure that Confidential Information remains confidential even if disclosed, including marking such information confidential and requesting confidential treatment of such information.
- (c) In the event that a Party ("Disclosing Party") is requested or required to disclose any Confidential Information pursuant to subsection (b) of this Article, the Disclosing Party shall provide the other Party with prompt written notice of any such request or requirement, so that the other Party may seek an appropriate protective order, other confidentiality arrangement or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order, other confidentiality arrangement or the receipt of a waiver hereunder, the Disclosing Party, in the opinion of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.
- (d) The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. In addition to the foregoing, the Disclosing Party shall indemnify, defend and hold harmless the other Party from and against any Claims, threatened or filed, and any losses, damages, expenses, attorneys' fees or court costs incurred by such Party in connection with or arising directly or indirectly from or out of the Disclosing Party's disclosure of the Confidential Information to third parties except as permitted above.

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



- (e) Notwithstanding the above provisions, Company shall be permitted to communicate to the Transmission Provider any necessary information, including Confidential Information, with regard to implementation of this Agreement, and will make all reasonable efforts to ensure that Confidential Information remains confidential.

#### ARTICLE 14: REGULATORY AUTHORITIES

##### 14.1 Effect of Regulation.

- (a) Each Party shall perform its obligations hereunder in accordance with applicable law, rules and regulations. Unless specifically provided otherwise in this Agreement, nothing in this Agreement affects, modifies or negates either Party's rights or obligations under the FPA and the regulations promulgated thereunder, or any other federal or state law or regulation. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States or any applicable state laws, as those laws may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.
- (b) The Parties hereto recognize that this Agreement is subject to the jurisdiction of the FERC, and that the Company will file this Agreement with the FERC. Should the FERC not accept this Agreement for filing, without change or condition, this Agreement shall not become effective, unless the Parties agree otherwise in writing, it being the intent of the Parties that the FERC's acceptance of this Agreement, without change or condition, is a prerequisite to the validity of this Agreement. In the event that this Agreement is not accepted for filing, without change or condition, the Parties agree to negotiate in good faith to reach an agreement that provides for a similar balancing of interests as is reflected in this Agreement.
- (c) The Parties agree to use their best efforts to seek and obtain the prompt approval of this Agreement by the FERC.
- (d) Once this Agreement is accepted for filing by the FERC and Company commences delivering Full Requirements Service to Customer under this Agreement, the Parties agree: 1) that the currently-effective Electric Service Agreement between Company and Customer shall be terminated and superceded, and shall no longer have any force or effect; and 2) that if no other customers are taking service thereunder, the Company can cancel any FERC Electric Tariff or Tariffs under which Customer is currently served. The Customer agrees not to oppose such cancellation and further agrees that it will not be eligible for cost-based service under any such tariff or tariffs as long as they remain in place.

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Issued on: May 26, 2006

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- (e) The Parties recognize the Company's obligation, under FERC's Order 888, to unbundle the costs of providing service to Customer under this Agreement. Customer agrees that the unbundling of the costs of generation, NITS, Ancillary Services and Local Delivery Services, to be charged to Customer by Company under Article 4 of this Agreement, satisfies the FERC's requirements, even though the costs of certain Ancillary Services are included as generation-related costs under the formula rate mechanism in Appendix B. Company agrees to provide Customer with a breakdown of costs that would be charged to Customer under the OATT, assuming the Customer were paying a market-based generation price, as opposed to a cost-based formula rate, within thirty (30) days of Customer's request.

**ARTICLE 15: DISPUTE RESOLUTION AND STANDARD  
OF REVIEW FOR PROPOSED CHANGES**

**15.1 Resolution by Officers of the Parties.** In the event of any dispute among the Parties arising out of or relating to this Agreement, the Parties shall refer the matter to their duly authorized officers for resolution. Should such officers fail to resolve the dispute within ten (10) days after such referral, the Parties agree that any such dispute may be resolved pursuant to Section 15.2.

**15.2 Procedures for Resolution of Disputes.**

(a) Any claim, counterclaim, demand, cause of action, dispute, or controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Section only, collectively the "Disputes"), even though some or all of such Disputes allegedly are extra contractual in nature, whether such Claims sound in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, for damages or any other relief, may, upon mutual agreement of the parties, be resolved by binding arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Upon agreement to arbitrate, any award made hereunder shall be binding upon the Parties, their successors and assigns, and any trustee or receiver of either Party. The existence of this Section 15.2(a), absent an agreement of the Parties to proceed thereunder, shall not affect, by itself, FERC's jurisdiction over this Agreement or any disputes under this Agreement, or either Party's rights to seek relief from FERC to resolve such disputes.

(b) In the event a Dispute comes before a court of competent jurisdiction, the Parties hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**

connection with, this Agreement and/or any course of conduct, course of dealing, statements (whether oral or written) or actions of Company and Customer related hereto.

**15.3 Standard of Review.**

- (a) Notwithstanding the provisions of Sections 15.1 and 15.2 hereof, and subject to the exceptions set out in Section 15.3(b), the Parties agree that the provisions of this Agreement, including without limitation the rates and charges and conditions of service contained herein, are subject to change by the FERC, and that the Company and Customer shall be entitled, at any time and from time to time, to apply for or to take other action to request such a change under Sections 205 or 206 of the FPA, respectively, and pursuant to the rules and regulations promulgated thereunder (Sections 205 or 206 
- (b) The Parties expressly agree that the following provisions of this Agreement are not subject to change under Sections 205 or 206, absent the mutual written consent of the Parties:
1. the Term and expiration date of this Agreement;
  2. the Parties' agreement that Customer is not entitled to cost-based rates, after the cancellation, termination or expiration of this Agreement, on the basis of the agreements, orders and/or tariffs set out in Sections 2.2(d), 2.3(b) and 7.2;
  3. the cessation of the Company's obligation to plan to meet Customer's Retail Load, after the end of the Term of this Agreement, absent an agreement of the Parties that extends beyond the Term of this Agreement;
  4. the continuation of a cost-based formula rate throughout the Term of this Agreement;
  5. the credit provisions in Article 6;
  6. the cost-of-service provisions contained in parts (a) through (f) of Section 4.6 of this Agreement (except as explicitly specified in Section 4.6(b) and (f)); and
  7. the standard of review provisions in this Section.

It is the intent of this Section and the Parties that, to the maximum extent permitted by law, the provisions of this Agreement that are enumerated in this Section 15.3 (b) shall not be subject to change under Sections 205 and 206, and that absent the written agreement of the Parties to change any of the above enumerated provisions, the

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**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



standard of review for changes to any of those enumerated provisions proposed by a Party, or a non-party, or the FERC, acting *sua sponte*, shall be the public interest standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the *Mobile-Sierra Doctrine*).

#### ARTICLE 16: GENERAL PROVISIONS

- 16.1 **Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto, and nothing herein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.
- 16.2 **No Dedication of Facilities.** Any undertakings or commitments by one Party to the other under this Agreement shall not constitute the dedication of generation facilities or the transmission system or any portion thereof of either Party to the other Party.
- 16.3 **Waivers.** The failure of a Party to insist in any instance upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a general waiver of any such provision or the relinquishment of any such right, except to the extent such waiver is in writing and signed by an authorized representative of such Party.
- 16.4 **Interpretation.** The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Michigan, without giving effect to its conflict of laws provisions.
- 16.5 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and the Parties hereby agree to effect such modifications to this Agreement as shall be reasonably necessary in order to give effect to the original intention of the Parties.
- 16.6. **Modification.** No modification to this Agreement will be binding on any Party unless it is in writing and signed by the Parties.
- 16.7 **Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
- 16.8 **Headings.** Article and Section headings used throughout this Agreement are for the convenience of the Parties only and are not to be construed as part of this Agreement.
- 16.9 **Audit.** Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006

accuracy of any invoice, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party invoices evidencing the quantities of Full Requirements Electric Service. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments to such invoice and the payments thereof will be made promptly and shall bear interest at a rate calculated in accordance with Section 35.19a of the FERC's Regulations from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

- 16.10 Records.** The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least five (5) years such records as may be needed to afford a clear history of the Full Requirements Service supplied pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended.
- 16.11 Survival.** The provisions of Articles 10, 13 and 15, and Sections 16.9 and 16.10 hereof, and any other Section of this Agreement that specifies by its terms that it survives termination, shall survive the cancellation, termination or expiration of this Agreement.
- 16.12 Cooperation to Effectuate Agreement.** Each Party shall cooperate to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties.

#### ARTICLE 17: RULES OF CONSTRUCTION

- 17.1** Terms used in this Agreement but not listed in this Article, or defined herein or in Article 1, shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice.
- 17.2** Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.
- 17.3** The masculine shall include the feminine and neuter.
- 17.4** The words "include", "includes" and "including" are deemed to be followed by the words "without limitation."
- 17.5** References to contracts, agreements and other documents and instruments shall be references to the same as amended, supplemented or otherwise modified from time to time.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: **July 1, 2006**



- 17.6 The Appendices attached hereto are incorporated in and are intended to be a part of this Agreement; provided, that in the event of a conflict between the terms of any Appendices and the terms of this Agreement, the terms of this Agreement shall take precedence.
- 17.7 References to laws and to terms defined in, and other provisions of, laws shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.
- 17.8 References to a person, entity, or governmental authority shall include its permitted successors and assigns, and any entity succeeding to the functions and capacities of that person, entity or governmental authority.
- 17.9 References to "Articles," "Sections," or "Appendices" shall be to articles, sections, or appendices of this Agreement, or, as appropriate, to sections of the FPA or FERC's regulations.
- 17.10 Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same.
- 17.11 This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

Issued by: **Marsha P. Ryan-President**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

**Effective: July 1, 2006**



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

City of South Haven, Michigan

By: *Dorothy Appleyard*

Name: Dorothy Appleyard

Title: Mayor

Indiana Michigan Power Company

By: *Michael G. Morris*

Name: Michael G. Morris

Title: Chairman of the Board and  
Chief Executive Officer

Issued by: Marsha P. Ryan-President  
Indiana Michigan Power Company

Issued on: May 26, 2006

Effective: July 1, 2006

APPENDIX A

LIST OF DELIVERY POINTS

CITY OF SOUTH HAVEN

DELIVERY POINTS

AS OF MAY 1, 2006

#	<u>DESCRIPTION</u>	<u>DELIVERY</u> <u>VOLTAGE</u>
1.	Phoenix	Transmission
2.	Lovejoy	Transmission

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Indiana Michigan Power Company  
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Effective: July 1, 2006



APPENDIX B

Cost-of-Service Formulas

A-1  
 DETERMINATION OF DEMAND-RELATED COSTS AND  
 DEMAND CHARGE  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

	Demand Related	Reference
1. Return on Investment	\$	P.A-5, L.18, Col (2)
2. Operation & Maintenance Expense	\$	P.A-14, L.8, Col (2)
3. Depreciation Expense	\$	P.A-15, L.14, Col (2)
4. Taxes Other Than Income Taxes	\$	P.A-16, L.7, Col (2)
5. Income Tax	\$	P.A-17, L.5, Col (2)
6. Subtotal	\$	Lines 1 through 5
7. Less: Off-System Sales for Resale Expenses	\$	P. A-4, L.3, Col (2)
8. Less: Customer Share of Off-System Sales Margin	\$	P. A-4, L.4, Col (2)
9. Adjustment of Other Income and Deductions	\$	Note A
10. Annual Production Fixed Cost	\$	L.6 - L.7 - L.8 + L.9
11. Monthly Peak Megawatts	#	FERC-1, p.401b
12. Demand Charge @ Generation	\$ /kW	L.10 / L.11 / 1,000
13. Loss Adjusted Monthly Demand at Peak	# kW	Note B
14. Annual Demand Revenue Requirement	\$	L. 12 X L. 13
15. Loss Adjusted Monthly Demand	# kW	Note B
16. Demand Charge @ Generation	\$ /kW	L. 14 / L. 15
17. Transmission Loss Factor	#	Note C
18. <b>Transmission Voltage Demand Charge</b>	\$ /kW	L. 16 X L. 17
19. Primary Loss Factor	#	Note C
20. <b>Primary Voltage Demand Charge</b>	\$ /kW	L. 16 X L. 19

Note A: To be determined by accounting department.

Note B: Total customer demands adjusted for losses to generation.

Note C: Losses pursuant to OATT and loss study.

APPENDIX B

Cost-of-Service Formulas

A-2  
 DETERMINATION OF ENERGY RELATED COSTS AND  
 ENERGY CHARGE  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	<u>Energy Related</u>	<u>Reference</u>
1. Total Fuel	\$	P.A-14, L.16, Col (4)
2. Purchased Power (555)	\$	P.A-14, L.1, Col (4)
3. Other Production Expense	\$	P.A-14, L.4, Col (3)
4. <u>Total Production Cost</u>	\$	Lines 1, 2 & 3
5. Less: Off-System Sales for Resale Expenses	\$	P. A-4, L.3, Col (3)
6. Less: Customer Share of Off-System Sales Margin	\$	P. A-4, L.4, Col (3)
7. <u>Subtotal</u>	\$	L.4 - L.5 - L.6
8. Administrative & General Expense	\$	P.A-10, L.17, Col (5)
9. Return on Investment	\$	P.A-5, L.18, Col (3)
10. Depreciation Expense	\$	P.A-15, L.14, Col (3)
11. Income Tax	\$	P.A-17, L.5, Col (3)
12. <u>Annual Production Variable Costs</u>	\$	Lines 7 thru 11
13. Production Fuel Costs	\$	P.A-14, L.20, Col (4)
14. <u>Non-Fuel Costs</u>	\$	L.12 - L.13
15. Net mWh Generated and Purchased, less mWh Sold	#	FERC-1, p.401b
16. Energy Charge	\$ /kWh	L.14 / L.15 / 1,000
17. Fuel Charge	\$ /kWh	L.13 / L.15 / 1,000
18. Transmission Loss Factor	#	P.A-1, L.17
19. <b>Transmission Voltage Energy Charge</b>	\$ /kWh	L. 16 X L. 18
20. <b>Transmission Voltage Fuel Charge</b>	\$ /kWh	L. 17 X L. 18
21. Primary Loss Factor	#	P.A-1, L.19
22. <b>Primary Voltage Energy Charge</b>	\$ /kWh	L. 16 X L. 21
23. <b>Primary Voltage Fuel Charge</b>	\$ /kWh	L. 17 X L. 21

**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

**Original Sheet No. 50**

**Cost-of-Service Formulas**  
A-3  
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**APPENDIX B**

**Issued by: Marsha P. Ryan  
Indiana Michigan Power Company**  
**Issued on: May 26, 2006**

**Effective: July 1, 2006**

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Cost-of-Service Formulae  
 A-4  
 OFF-SYSTEM SALES REVENUES AND MARGIN  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

APPENDIX B

	Reference	PRODUCTION		
		Amount (1)	Demand (2)	Energy (3)
1. Off-System Sales Revenues	Note A	\$	\$	\$
2. Less: Margins from Off-System Sales	Note B	\$	\$	\$
3. Off-System Sales Expenses	L.1 - L.2	\$	\$	\$
4. Customer Share of Margins	50% of L.2	\$	\$	\$

Note A: Revenues associated with off-system sales as reported in Account 447  
 (FERC-1, Page 311, column H, excluding RQ)

Note B: From Accounting.

Cost-of-Service Formulas  
 A-5  
 RETURN ON PRODUCTION-RELATED INVESTMENT  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

	Reference	PRODUCTION		
		Amount (1)	Demand (2)	Energy (3)
1.	<b><u>ELECTRIC PLANT</u></b>			
2.	Gross Plant in Service	P.A-6, L.7, Col.(2)	\$	\$
3.	Less: Accumulated Depreciation	P.A-6, L.17, Col.(2)	\$	\$
4.	Less: Accumulated Deferred Taxes	P.A-6, L.18, Col.(2)	\$	\$
5.	Net Plant in Service	L.2 - (L.3 + L.4)	\$	\$
6.	Plant Held for Future Use	FERC-1, P.200, L.10	\$	\$
7.	Construction Work In Progress	Note A	\$	\$
8.	Subtotal - Electric Plant	L.5+L.6+L.7	\$	\$
9.	<b><u>WORKING CAPITAL</u></b>			
10.	Materials & Supplies		\$	\$
11.	Fuel	P.A-9, L.2	\$	\$
12.	Nonfuel	P.A-9, L.6	\$	\$
13.	Total M & S	L.11 + L.12	\$	\$
14.	Prepayments	Note B	\$	\$
15.	Cash Requirements	P.A-8, L.8	\$	\$
16.	Total Investment	L.8+L.13+L.14+L.15	\$	\$
17.	Composite Cost of Capital	P.A-11, L.4, Col (4)	%	%
18.	Return on Investment	L.16.x L.17	\$	\$

Note A: Production amount only. To be determined by I&M accounting department.

Note B: Classified and functionalized using Gross Plant % from P.A-6, L.8.  
 Total Company Account 165 \$ FERC-1, P.110, L.46



Indiana Michigan Power Company  
 FERC Rate Schedule No. 108

APPENDIX B

Cost-of-Service Formulas

A-6  
 PRODUCTION-RELATED ELECTRIC PLANT IN SERVICE  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

	Reference	System Amount (1)	PRODUCTION		
			Amount (2)	Demand (3)	Energy (4)
1. GROSS PLANT IN SERVICE		\$	\$	\$	\$
2. Plant in Service	Note A	\$	\$	\$	\$
3. Less: ARO-related Plant		\$	\$	\$	\$
4. Restated Plant in Service	L.2 - L.3	\$	\$	\$	\$
5. Generator Step-Ups Included in Accts. 352 & 353 above		\$	\$	\$	\$
6. General & Intangible Plant	P. A-7, L.19	\$	\$	\$	\$
7. Total	L.4 + L.5 + L.6	\$	\$	\$	\$
8. Percentage of Total		%	%	%	%
9. ACCUMULATED PROVISION FOR DEPRECIATION		\$	\$	\$	\$
10. Plant In Service	Note C	\$	\$	\$	\$
11. Less: ARO-related Depreciation		\$	\$	\$	\$
12. Adjustment to Depreciation Rate	Note D	\$	\$	\$	\$
13. Generator Step-Ups Included in Accts. 352 & 353 above		\$	\$	\$	\$
14. Adjustment to Depreciation Rate	Note D	\$	\$	\$	\$
15. General & Intangible Plant	Note B	\$	\$	\$	\$
16. Adjustment to Depreciation Rate	Note B, D	\$	\$	\$	\$
17. Total	L.10 - L.11 + L.12 + L.13 + L.14 + L.15 + L.16	\$	\$	\$	\$
18. ACCUM DEFERRED TAXES	Note E	\$	\$	\$	\$

Note A: Gross Plant in Service is the average of beginning and ending year balances (FERC-1, P. 206 & 207)

Note B: % from P.A-7, L.17

Note C: Accumulated Depreciation is the average of beginning and ending year balances (FERC-1, P.219)

Note D: From Accounting.

Note E: FERC-1, P. 111 and 113 (Accounts 281-283 & 190)  
 Excludes directly-assignable amount from accounting of: \$  
 Allocated on Gross Plant % From L.8 above

APPENDIX B

Cost-of-Service Formulas

A-7

PRODUCTION-RELATED GENERAL PLANT ALLOCATION  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

General Plant Accounts 101 and 106

	Total System (1)	Allocation Factor (2)	Related to Production (1) x (2) (3)	Demand (4)	Energy (5)
1. GENERAL PLANT					
2. 389 Land	\$				
3. 390 Structures	\$				
4. 391 Office Equipment	\$				
5. 392 Transportation Equipment	\$				
6. 393 Stores Equipment	\$				
7. 394 Tools, Shop & Garage Equipment	\$				
8. 395 Lab Equipment	\$				
9. 396 Power Operated Equipment	\$				
10. 397 Communications Equipment	\$				
11. 398 Miscellaneous Equipment	\$	Note A	\$	\$	\$
12. Subtotal	\$		\$	\$	\$
13. PERCENT of Subtotal	%		%	%	%
14. Other Tangible Property (Excluding 399.1)	\$		\$	\$	\$
15. 399.0 Other Tangible Property	\$		\$	\$	\$
16. TOTAL GENERAL PLANT (Excl. 399.1)	\$	FERC-1, P.206	\$	\$	\$
17. PERCENT of Total	%		%	%	%
18. Intangible Plant	\$	FERC-1, P.204	\$	\$	\$
19. General and Intangible Plant	\$		\$	\$	\$

Note A: Allocation factors based on wages and salaries in electric operations and maintenance expenses, excluding administrative and general expenses:

a. Total wages and salaries in electric O&M excluding A&G FERC-1, P. 354, Column (b), L.25-L.24.	\$	\$	\$
b. Production wages and salaries in electric O&M FERC-1, P.354, Col (b), L.18.	\$	\$	\$
c. Ratio (b/a)			%

Classification factors based on wages and salaries in electric operations and maintenance expenses, excluding administrative and general expenses:

a. Production wages and salaries in electric O&M	\$	\$	\$
b. Production demand-related wages and salaries			\$
c. Ratio (b/a)			%

Note B: From Accounting.

Indiana Michigan Power Company  
 FERC Rate Schedule No. 108

Original Sheet No. 55

APPENDIX B

Cost-of-Service Formulas  
 A-8  
 PRODUCTION-RELATED CASH REQUIREMENT  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	Reference	PRODUCTION		
		Amount (1)	Demand (2)	Energy (3)
1. Fuel Expense	P. A-14, L.16	\$	\$	\$
2. Fuel Cash Requirements	45/360 x L.1	\$	\$	\$
3. Purchased Power	P. A-14, L.1	\$	\$	\$
4. Purchased Power Cash Requirements	45/360 x L.3	\$	\$	\$
5. Total O&M, Excluding Fuel	P. A-14, L.8	\$	\$	\$
6. Other O&M Expense	L. 5 - L.3	\$	\$	\$
7. Other O&M Cash Requirements	45/360 x L.6	\$	\$	\$
8. Total Cash Requirements	L.2 + L.4 + L.7	\$	\$	\$

Issued by: Marsha P. Ryan  
 Indiana Michigan Power Company  
 Issued on: May 26, 2006

Effective: July 1, 2006

**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

**Original Sheet No. 56**

**APPENDIX B**

**Cost-of-Service Formulas**

A-9  
PRODUCTION-RELATED MATERIALS & SUPPLIES  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	Reference	Total System (1)	Allocation Factor (2)	Related to Production (1) x (2) (3)	Demand (4)	Energy (5)
1. Material & Supplies						
2. Fuel (Note A)	FERC-1, P.110	\$		\$	\$	\$
3. Non-Fuel						
4. Account 158 - Allowances	FERC-1, P.110	\$	%	\$	\$	\$
5. Other - Non-Fuel	Note B	\$	%	\$	\$	\$
6. Total Non-Fuel	L. 4 + L. 5	\$		\$	\$	\$
7. Total Material & Supplies	L. 2 + L. 6	\$		\$	\$	\$

Note A: Accounts 120, 151, 152

Note B: Accounts 154 through 157 and 163 (FERC Form 1, P. 110) Functionalized on Gross Plant from P. A-6, L.4

Issued by: **Marsha P. Ryan**  
Indiana Michigan Power Company  
Issued on: **May 26, 2006**

Effective: July 1, 2006



Indiana Michigan Power Company  
FERC Rate Schedule No. 108

APPENDIX B

## Cost-of-Service Formulas

A-10

PRODUCTION-RELATED ADMINISTRATIVE & GENERAL EXPENSE ALLOCATION  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

	Account	Reference	System Amount (1)	Allocation Factor % (2)	PRODUCTION			
					Amount (3)	Demand (4)	Energy (5)	
1.	ADMINISTRATIVE & GENERAL EXPENSE							
2.	RELATED TO WAGES AND SALARIES							
3.	A&G Salaries	920	FERC-1, P.322	\$				
4.	Office Supplies	921	FERC-1, P.322	\$				
5.	Adm. Expense Transfer - Cr.	922	FERC-1, P.322	\$				
6.	Outside Services	923	FERC-1, P.323	\$				
7.	Injuries & Damages	925	FERC-1, P.323	\$				
8.	Employee Pensions & Benefits	926	FERC-1, P.323	\$				
9.	Franchise Requirements	927	FERC-1, P.323	\$				
10.	Duplicate Charges - Cr.	929	FERC-1, P.323	\$				
11.	Miscellaneous General Expenses	930	FERC-1, P.323	\$				
12.	Rents	931	FERC-1, P.323	\$				
13.	Subtotal		Ls. 3 thru 12	\$	Note A	\$	\$	\$
14.	Property Insurance	924	FERC-1, P.323	\$	Note B	\$	\$	\$
15.	Regulatory Comm. Expenses	928	FERC-1, P.351	\$	Note C	\$	\$	\$
16.	Maintenance of General Plant	935	FERC-1, P.323	\$	Note D	\$	\$	\$
17.	Total		Ls. 13 thru 16	\$		\$	\$	\$

Note A: Allocation factor based on wages and salaries in electric operations and maintenance expenses, excluding administrative and general expenses - See Page A-7.

Note B: From Accounting.

Note C: FERC-1, P.351, Excluding FERC Annual Assessment

Note D: Allocated on Gross Plant % from P.A-7, L.17

Issued by: Marsha P. Ryan  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006

**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

APPENDIX B

Cost-of-Service Formulas  
A-11  
COMPOSITE COST OF CAPITAL  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	Reference	Total Company Average Capitalization		Cost of Capital (3)	Composite Cost of Capital (2 x 3) (4)
		\$ (1)	% (2)		
1. Long Term Debt	Note A	\$	%	%	%
2. Preferred Stock	Note B	\$	%	%	%
3. Common Stock	Note C	\$	%	%	%
4. Total		\$	%		%

Note A: Line 1, Columns (1) and (3) from Page A-12.

Note B: Line 2, Columns (1) and (3) from Page A-13.

Note C: Line 3, Column (1) from FERC-1, P. 112, Total Proprietary Capital of:	\$
Less: Preferred Stock, P.A-13, L.1(b)	\$
Less: Premium on Preferred Stock, P.A-13, L.1(c)	\$
Common Stock	\$

Indiana Michigan Power Company  
FERC Rate Schedule No. 108

## APPENDIX B

## Cost-of-Service Formulas

A-12

AVERAGE LONG TERM DEBT

TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

	Average Debt Balance (1)	Interest Booked (2)
1 Total (FERC-1, P. 112 & P. 117 - Account 427)	\$	\$
2 Preferred Stock With Mandatory Redemption (FERC-1, P. 257.2)	\$	\$
3 Account 224 - Pre-83 SNF Disposal Costs (FERC-1, P. 257)	\$	
4 Amortization of Debt Discount and Expense (FERC-1, P. 117, Accounts 428 - 429.1)		\$
5 Total (L.1 - L.2 - L.3 + L.4)	\$	\$
6 Embedded Costs = L.5, Col. (2)/Col. (1)		%

Indiana Michigan Power Company  
FERC Rate Schedule No. 108

Original Sheet No. 60

Cost-of-Service Formulas  
A-13  
AVERAGE PREFERRED STOCK  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

APPENDIX B

	Reference	Amount
1. (a) Preferred Stock Dividends	FERC-1, P.118, L.29 (Account 437) & FERC-1, P. 257.2	\$
(b) Preferred Stock Issued	FERC-1, P.112, L.3	\$
(c) Premium on Preferred Stock	FERC-1, P.112, L.6 (Account 2070003)	\$
(d) Preferred Stock with Mandatory Redemption	FERC-1, P.257.2	\$
(e) Total Preferred Stock	L.1 (b) + L.1 (c) + L.1(d)	\$
2. Average Cost Rate	L.1 (a)/L.1 (e)	%

Issued by: Marsha P. Ryan  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006



**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

Original Sheet No. 61

APPENDIX B

Cost-of-Service Formulas  
A-14  
PRODUCTION O & M EXPENSE  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	Account No.	Total Company (1)	(Demand) Fixed (2)	Energy	
				Non-Fuel Variable (3)	Fuel (4)
1. Purchased Power (FERC Form-1, P.327)	555	\$	\$	\$	\$
2. System Control of Load Dispatching (FERC Form-1, P.321)	556	\$	\$	\$	\$
3. Other Production Expenses (FERC Form-1, P.321)	557	\$	\$	\$	\$
4. Other Production Expenses	Note A	\$	\$	\$	\$
5. Total Production Expense Excluding Fuel Used in Electric Generation above		\$	\$	\$	\$
6. A & G Expense P.A.-10, L.17		\$	\$	\$	\$
7. Generator Step Up related O&M	Note B	\$	\$	\$	\$
8. Total O & M Excluding Fuel		\$	\$	\$	\$
9. Fuel - Account 501 (FERC Form-1, P.320)	501	\$			\$
10. Less: Fuel Handling		\$			\$
11. Less: Sale of Fly Ash (Revenue & Expense)		\$			\$
12. Plus: Account 518	518	\$			\$
13. Plus: Account 547	547	\$			\$
14. Less: Pre 4/7/83 Spent Nuclear Fuel	Note C	\$			\$
15. Plus: Pre 4/7/83 Spent Nuclear Fuel - Study		\$	\$	\$	\$
16. Total Fuel		\$	\$	\$	\$
17. Total - Production O&M	L.5 + L.16	\$	\$	\$	\$
18. Less: Off-System Sales Revenues (P.A-4, L.1;					\$
19. Plus: Company Share of Margins (P.A-4, L.2 - L.4;					\$
20. Total Fuel Costs					\$
21. Plus: Gains/(Losses) on Disp. of Allowances	A-14(a)	\$			\$
22. Plus: Nuclear Decomm Expense - ARO	A-14(a)	\$			\$
23. Less: Nuclear Decommissioning Adjustment	A-14(a)	\$			\$
24. Less: Spent Nuclear Fuel Adjustment	L.15 - L.14	\$			\$
25. Check Total - Perbooks Production O&M	P.321	\$			\$

Note A: Classified into Fixed and Variable Components in accordance with P.A-14(a).

Note B: FERC-1, P.321, (Accounts 562, 569 & 570) allocated on Gross Plant ratio - GSU to total.

Note C: Accounts 5180004 & 5180005

Issued by: **Marsha P. Ryan**  
Indiana Michigan Power Company  
Issued on: **May 26, 2006**

Effective: July 1, 2006

Indiana Michigan Power Company  
 FERC Rate Schedule No. 108

APPENDIX B

Cost-of-Service Formulas  
 A-14(a)  
 CLASSIFICATION OF FIXED AND VARIABLE PRODUCTION EXPENSES  
 TWELVE MONTHS ENDED DECEMBER 31. \_\_\_\_

Line No.	Description	FERC Account No.	Demand Related	Energy Related
1	Operation supervision and engineering	500	\$	-
2	Fuel	501	-	xx
3	Fuel Handling	5010003	-	\$
4	Sale of Fly Ash (Revenue & Expense)	5010012	-	\$
5	Steam expenses	502	\$	-
6	Steam from other sources	503	-	\$
7	Steam transferred-Cr.	504	-	\$
8	Electric expenses	505	\$	-
9	Miscellaneous steam power expenses	506	\$	-
10	Rents	507	\$	-
11	Allowances	509	-	\$
12	Less: Gains from Disposition of Allowances	411.8	-	\$
13	Plus: Losses from Disposition of Allowances	411.9	-	\$
14	Maintenance supervision and engineering	510	\$	-
15	Maintenance of structures	511	\$	-
16	Maintenance of boiler plant	512	-	\$
17	Maintenance of electric plant	513	-	\$
18	Maintenance of miscellaneous steam plant	514	\$	\$
19	Total steam power generation expenses		\$	\$
20	Operation supervision and engineering	517	\$	-
21	Coolants and Water	519	\$	-
22	Steam expenses	520	\$	-
23	Steam from other sources	521	\$	-
24	Steam transferred-Cr.	522	\$	-
25	Electric expenses	523	\$	-
26	Miscellaneous nuclear power expenses	524	\$	-
27	Less: Nuclear Decomm Expense - ARO	524.0009	\$	-
28	Rents	525	\$	\$
29	Total nuclear power generation operation expenses		\$	\$
30	Maintenance supervision and engineering	528	-	\$
31	Maintenance of structures	529	\$	-
32	Maintenance of reactor plant equipment	530	-	\$
33	Maintenance of electric plant	531	-	\$
34	Maintenance of miscellaneous nuclear plant	532	-	\$
35	Total nuclear power generation maintenance expenses		\$	\$
36	Less: Nuclear Decommissioning	524.0008	\$	-
37	Plus: Nuclear Decommissioning - Study		\$	-
38	Operation supervision and engineering	535	\$	-
39	Water for power	536	\$	-
40	Hydraulic expenses	537	\$	-
41	Electric expenses	538	\$	-
42	Misc. hydraulic power generation expenses	539	\$	-
43	Rents	540	\$	-
44	Maintenance supervision and engineering	541	\$	-
45	Maintenance of structures	542	\$	-
46	Maintenance of reservoirs, dams and waterways	543	\$	-
47	Maintenance of electric plant	544	-	\$
48	Maintenance of miscellaneous hydraulic plant	545	\$	\$
49	Total hydraulic power generation expenses		\$	\$
50	Operation supervision and engineering	546	\$	-
51	Fuel	547	-	xx
52	Generation expenses	548	\$	-
53	Miscellaneous other power generation expenses	549	\$	-
54	Rents	550	\$	-
55	Maintenance supervision and engineering	551	\$	-
56	Maintenance of structures	552	\$	-
57	Maintenance of generation and electric plant	553	\$	-
58	Maintenance of misc. other power generation plant	554	\$	\$
59	Total other power generation expenses		\$	\$
60	Purchased power	555	xx	xx
61	System control and load dispatching	556	xx	-
62	Other expenses	557	xx	-
63	TOTAL OTHER PRODUCTION EXPENSES		\$	\$

Issued by: Marsha P. Ryan  
 Indiana Michigan Power Company  
 Issued on: May 26, 2006

Effective: July 1, 2006

Indiana Michigan Power Company  
FERC Rate Schedule No. 108

## APPENDIX B

## Cost-of-Service Formulas

A-15

PRODUCTION-RELATED DEPRECIATION EXPENSE  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

		Production Related (1)	Demand (2)	Energy (3)
1.	Steam Production Plant	Note A	\$	\$
2.	Nuclear Production Plant	Note A	\$	\$
3.	Hydro Production Plant Conventional	Note A	\$	\$
4.	Pump Storage	Note A	\$	\$
5.	Other Production	Note A	\$	\$
6.	Production Subtotal		\$	\$
7.	Less: ARO-Related Depreciation (403.1)	Note A	\$	\$
8.	Plus: Non-Nuclear Depr. & Accretion	Note B	\$	\$
9.	Adjustment to Depreciation Rate	Note B	\$	\$
10.	Production-Related Gen. & Int. Plant	Note C	\$	\$
11.	Adjustment to Depreciation Rate	Note B, C	\$	\$
12.	GSU-related Depreciation Expense	Note B	\$	\$
13.	Adjustment to Depreciation Rate	Note B	\$	\$
14.	Total Production		\$	\$

Note A: Lines 1 through 5 are Depreciation Expense reported on page 336 of the FERC Form No. 1 for Accounts 403, 404 and 405 (excluding 403.1).

Note B: From Accounting.

Note C:	General and Intangible Plant Depreciation Expense	\$	FERC-1, p. 336, Col. (f)
	Production-Related %	%	Page A-7, L. 17, Col.(3)
	Gen Plant Depr. Exp. - Prod. Related	\$	
	Adjustment to General Plant Depreciation Expense	\$	
	Production-Related %	%	Page A-7, L. 17, Col.(3)
	Gen Plant Depr. Exp. - Prod. Related	\$	

Cost-of-Service Formulae

APPENDIX B

A-15  
 PRODUCTION-RELATED TAXES OTHER THAN INCOME TAXES  
 TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

	REFERENCE	SYSTEM AMOUNT (1)	%	PRODUCTION AMOUNT (2)
<b>TAXES RELATED TO PRODUCTION WAGES AND SALARIES</b>				
1.	State Unemployment	Note A		\$
2.	Federal Social Security & Unemployment	Note A		\$
3.	Total Taxes Related to Wages & Salaries		Note B	\$
4.	Real and Personal Property Tax	Note A		\$
5.	Franchise Tax	Note A		\$
6.	Total Taxes Related to Production Plant		Note C	\$
7.	Total Taxes Other Than Income Taxes	L. 3 + L. 6		\$
8.	Misc. & State Commission Assessments			\$
9.	Check Total - Taxes Other	FERC-1 P.114		\$

Note A: Taxes other than Income Taxes will be those reported in FERC-1, pages 262 & 263 as listed above.

Note B: Allocation factor based on wages and salaries in electric operations and maintenance expenses, excluding administrative and general expenses - See Page A-7. %

Note C: Allocation factor based on gross plant in service - See Page A-6. %

**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

Original Sheet No. 65

**Cost-of-Service Formulas**  
A-17  
PRODUCTION-RELATED INCOME TAX  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_\_

**APPENDIX B**

	Reference	Amount (1)	Demand (2)	Energy (3)
1. Return on Investment	P. A-5, L.18	\$	\$	\$
2. Interest	P. A-5, L.16 x P. A-11, L.1, Col(4)	\$	\$	\$
3. Balance for Equity Earnings	L.1 - L.2	\$	\$	\$
4. Combined Income Tax Factor	P. A-18, L.17		#	#
5. Income Tax	L.4 x L.3	\$	\$	\$

Issued by: **Marsha P. Ryan**  
**Indiana Michigan Power Company**  
Issued on: **May 26, 2006**

Effective: July 1, 2006



**Indiana Michigan Power Company  
FERC Rate Schedule No. 108**

Original Sheet No. 66

**Cost-of-Service Formulas**

A-18

COMPUTATION OF EFFECTIVE INCOME TAX RATE  
TWELVE MONTHS ENDED DECEMBER 31, \_\_\_\_

**APPENDIX B**

	REFERENCE	AMOUNT
1. Net Income before Extraordinary	FERC-1, P. 117, L. 67	\$
2. Less: Allowance for Funds Used During Construction (AFUDC)	FERC-1, P. 117, Acct 419.1	\$
3. Adjusted Net Income	Line 1 - Line 2	\$
Income Taxes:		
4. Federal	FERC-1.P. 114, Acct 409.1	\$
5. Other	FERC-1.P. 114, Acct 409.1	\$
6. Provision for Deferred Inc. Taxes	FERC-1.P. 114, Acct 410.1	\$
7. Provision for Def. Inc. Taxes-Cr.	FERC-1.P. 114, Acct 411.1	\$
8. Investment Tax Cr. Adjustment Net	FERC-1.P. 114, Acct 411.4	\$
Taxes Applicable to Other Income and Deductions:		
9. Income Taxes - Federal	FERC-1 P.117, Acct 409.2	\$
10. Income Taxes - Other	FERC-1 P.117, Acct 409.2	\$
11. Provision for Deferred Inc. Taxes	FERC-1 P.117, Acct 410.2	\$
12. Provision for Deferred Inc. Taxes - credit	FERC-1 P.117, Acct 411.2	\$
13. Investment Tax Credit Adj. - Net	FERC-1 P.117, Acct 411.5	\$
14. Total Income Taxes	Lines 4 thru 13	\$
15. Pretax Earnings Base	Line 3 + Line 14	\$
16. Effective Income Tax Rate	Line 14 / Line 15	%
17. Combined Tax Factor	Line 16 / (100 - Line 16)	#

Issued by: **Marsha P. Ryan**  
**Indiana Michigan Power Company**  
 Issued on: **May 26, 2006**

Effective: July 1, 2006

APPENDIX C

Assignment of PJM Charges and Credits  
 for Full Requirements Electric Service

PJM Operating Agreement

Schedules	Description	Company	Customer
1-3.2.1 & 3.3.1	Spot Market Energy, including day-ahead and balancing charges, credits and reconciliations	x	
1-3.2.4, 3.4.1 & 5.2	Transmission Congestion, including day-ahead and balancing charges, credits and reconciliations	x	
1-3.2.5 & 3.4.2	Transmission Losses, including day-ahead and balancing charges, credits and reconciliations	x	
1-3.2.2, 3.2.2A, 3.3.2 & 3.3.2A	Regulation charges, credits and reconciliations	x	
1-3.2.3A & 3.3.5	Spinning Reserves charges, credits and reconciliations	x	
1-3.2.3 & 3.3.3	Operating Reserves, including day-ahead, balancing and synchronous condensing charges, credits and reconciliations	x	
	Synchronous Condensing - included under Operating Reserves, above	x	
1-3.2.3B	Reactive Services charges, credits and reconciliations	x	
11-6.7	Capacity Credit Market charges, credits and reconciliations	x	
1-7.3.8	FTR Auction charges, credits and reconciliations	x	
1-7.4	Auction Revenue Rights credits	x	
1-3.2.6, 3.3.4, 3.5.1 & 4.3	Emergency Energy charges, credits and reconciliations	x	
1-3.6	Meter Correction	x	

Indiana Michigan Power Company  
FERC Rate Schedule No. 108

## APPENDIX C

Assignment of PJM Charges and Credits  
for Full Requirements Electric Service

PJM OATT

Schedules	Description	Company	Customer
1 & 9	Scheduling, System Control & Dispatch Services <i>PJM charges and reconciliation for control area administration, FTR administration, market support, regulation and frequency response administration, capacity and resource obligation administration, and FERC annual charge recovery</i>	x	
1A	Scheduling, System Control & Dispatch Services <i>Transmission Owner charges, credits and reconciliations</i>		x
2	Reactive Supply & Voltage Control from Generation Sources charges, credits and reconciliations	x	
3	Regulation and Frequency Response - billed under PJM Operating Agreement, above	x	
4	Energy Imbalance - billed under PJM Operating Agreement, above	x	
5	Operating Reserve - Spinning Reserve Service - billed under PJM Operating Agreement, above	x	
6	Operating Reserve - Supplemental Reserve Service - billed under PJM Operating Agreement, above	x	
6A	Black Start Service charges and credits	x	
7	NITS Service charges and credits, including Contract Demand Reservation Service		x
7	RTO Start-Up Costs		x
7 & 8	Firm and Non-Firm Point-to-Point Transmission Service		x
13	Expansion Cost Recovery charges and credits	x	
Attachment R	PJM/MISO and Intra-PJM SECA charges		x
Attachment X	PJM/MISO and Intra-PJM SECA credits	x	
ILDSA	Other Supporting Facilities		x
	AEP Inadvertent	x	
	Energy Imbalance	x	

Issued by: Marsha P. Ryan  
Indiana Michigan Power Company  
Issued on: May 26, 2006

Effective: July 1, 2006

## AMENDMENT

This **AMENDMENT** (“Amendment”) to the Cost-Based Formula Rate Agreement for Full Requirements Electric Service, as amended and currently on file as Indiana Michigan Power Company FERC Rate Schedule 108 (“Agreement”), is made as of January 31, 2014 by and between Indiana Michigan Power Company (“Company”), and the City of South Haven, Michigan (“Customer”). Each of Company and Customer are each individually referred to herein as a “Party” and collectively as the “Parties”.

## RECITALS

- A. WHEREAS, Company and Customer are Parties to that certain Agreement; and
- B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the Agreement and authorize Company submit a revised tariff record to the FERC that incorporates these modifications, as more fully set forth herein; and

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.
2. Amendment Effective Date. The Parties agree to amend the Agreement as set forth in Section 3 hereof, which amendments will be effective as designated in the revised Tariff filed with FERC (“Effective Date”).
3. Amendments. The Parties mutually agree that Company may submit a revised Tariff schedule or record to FERC that incorporates the following amendments to the Agreement, effective as of the Effective Date, as follows:
  - a. Section 2.2(b) Delivery Period. Section 2.2 (b) of the Agreement is amended by (i) deleting in the first sentence “seven (7)” and replacing it with “four (4)” and (ii) deleting in the second sentence “2012” and replacing it with “2015”.
  - b. Section 15.3(a) Standard of Review. Section 15.3(a) of the Agreement is amended by inserting at the end of the paragraph immediately before the period, the following “, provided further, however, Customer agrees not to apply for or to assert or take any other action to request a change to the Agreement under Section 206 of the FPA for any portion of the Delivery Period prior to June 1, 2015”.

4. General Terms.

- a. Agreement. Except to the extent expressly modified by this Amendment, all other terms and conditions of the Agreement will remain unmodified and continue in full force and effect. Any reference to the Agreement from and after the Effective Date will be deemed to refer to the Agreement as amended hereby.
- b. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, Company and Customer have duly executed this Amendment as of the date first written above.

**Indiana Michigan Power Company**

**City of South Haven, Michigan**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert G. Burr  
Title: Mayor

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-14

A RESOLUTION AMENDING THE COST-BASED FORMULA RATE  
AGREEMENT FOR FULL REQUIREMENTS ELECTRIC SERVICE  
BY AND BETWEEN INDIANA MICHIGAN POWER COMPANY  
AND THE CITY OF SOUTH HAVEN

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on April 7, 2014 at 7:00 p.m. local time.

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

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

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

WHEREAS, on May 24, 2006, the City of South Haven entered into an Agreement with Indiana Michigan Power Company for Full Requirements Electric Service; and

WHEREAS, the Indiana and Michigan Municipal Distributors Association has negotiated a proposed Amendment to the Agreement on behalf of the City of South Haven and its other 10 members; and,

WHEREAS, Indiana Michigan Power Company and the City of South Haven both desire to adopt the attached Amendment to the Cost-Based Formula Rate Agreement for Full Requirements Electric Service, as amended and currently on file as Indiana Michigan Power Company FERC Rate Schedule 108; and,

WHEREAS, the City's Board of Public Utilities reviewed the proposed Amendment at their March 31, 2014 regular meeting and unanimously passed a motion recommending that Council take action to approve the proposed Amendment.

NOW, THEREFORE BE IT RESOLVED that the City of South Haven hereby approves the attached Amendment and authorizes the Mayor to execute the Amendment on behalf of the City.

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 7<sup>th</sup> day of April, 2014, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was give 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

March 26, 2014

TO: Brian Dissette

FR: Paul VandenBosch

RE: Michigan Maritime Museum Dock Request

#### License Agreement, Slip 28

The Michigan Maritime Museum has requested to use slip 28 at the Maritime Marina for docking of historic and character vessels. This is the headwall area across from the Friends Goodwill dock. The intent is that this area will be used as seasonal dockage for vessels.

The 2014 annual seasonal slip fee for Slip 28 is \$3,795. The license agreement is a 10 year agreement. The slip fees will change as fee changes to the Maritime Marina are approved by City Council during the annual marina rate setting process.

Harbor Commission recommended the license agreement to City Council at its March 18 meeting.

#### Lease Agreement

For a number of years, the Wilhelm Baum was docked at Slips 29 and 30 of the Maritime Marina. There was an agreement between the City and the owner of the Wilhelm Baum which provided this dockage for services. In 2013, due to low water conditions at Slips 29 and 30, the Wilhelm Baum was moved to the Friends Goodwill dock.

The Michigan Maritime Museum moved a floating dock into place, which was used for boarding excursion vessels. Upon review of the agreements between the Museum and the City, it was discovered that Slips 29 and 30 are part of the Maritime Marina and not included in the lease agreement with the Museum.

Due to the fact that Slips 29 and 30 have been in use for docking of the Wilhelm Baum for many years, and due to the visible nature of this area on the Museum grounds, staff is requesting consideration of adding Slips 29 and 30 to the Museum lease, in other words granting control of the slips to the Museum.

The attached Addendum #9 to the Lease Agreement Between the City of South Haven and the Michigan Maritime Museum will transfer control of Slips 29 and 30 to the Museum. The terms and conditions are similar to the existing Maritime Museum dock, building and grounds lease, except that Lease Addendum #9 is for a 10 year period, while the remaining lease for the Maritime Museum grounds is through 2070.

This lease agreement will allow the Museum to expand its boat excursion operations and dock character vessels in the area in front of the Museum grounds.

Harbor Commission recommended the lease addendum to City Council at its March 18 meeting.

Staff Recommendation:

Review the License Agreement and Lease Agreement. If acceptable, recommend approval of the agreements to City Council.

**ADDENDUM #9 TO THE LEASE AGREEMENT  
BETWEEN  
THE CITY OF SOUTH HAVEN  
AND  
THE MICHIGAN MARITIME MUSEUM**

This Addendum #9 is made as of \_\_\_\_\_, 2014, to amend the Lease Agreement between the CITY OF SOUTH HAVEN (the “City”), and the MICHIGAN MARITIME MUSEUM, INC., a Michigan nonprofit corporation (the “Museum”), dated August 5, 1997, as previously amended by Addendum #1 dated August 5, 1997; Addendum #2 that is undated; Addendum #3 dated August 5, 1997; Addendum #4 dated September 5, 1999; Addendum #5 dated April 15, 2002; Addendum #6 dated September 15, 2003; Addendum #7 dated April 22, 2005; and Addendum #8 dated April 24, 2013.

RECITALS

A. The Museum wishes to lease the spaces commonly known as Slip 29 and Slip 30 located along the 100 foot headwall within the Maritime Museum Municipal Marina in South Haven, Michigan, as further depicted on the attached Exhibit A (collectively, “Slips 29 & 30”), for the purpose of docking and displaying historical vessels.

B. The City is amendable to amending the Lease to expand the definition of the Leased Premises to include Slips 29 & 30 pursuant to the terms and conditions of this Addendum #9.

TERMS AND CONDITIONS

Additional Use. Regardless of any other term of the Lease, the definition of the Lease Premises is amended to include Slips 29 & 30 and the Museum may use, operate, repair and maintain Slips 29 & 30 subject to the following:

- a. The Museum accepts Slips 29 & 30 in as-is condition, and the City makes no warranties or representations as to the condition of the same or their fitness for any purpose or use.
- b. The Museum shall not make, or cause to allow to be made, any alterations to the Slips 29 & 30 except pursuant to plans and specifications first filed with and approved by the City and, if necessary, the MDEQ.
- c. The Museum shall be solely responsible for the operation, maintenance and repair of Slips 29 & 30 during the entire term of the Lease. The City shall have no responsibility for the operation, maintenance or repair of Slips 29 & 30. However, the City shall have such rights of entry, to make repairs, etc., as it has under the Lease with respect to the remainder of the Leased Premises. If the City undertakes such needed maintenance and repairs, it shall be at the Museum’s sole expense, and the Museum shall repay the City those amounts within 30 calendar days of the City’s invoice therefore.
- d. The Museum shall be solely responsible for providing and paying for any utility services to Slips 29 & 30.

- e. The Museum shall provide the same insurance coverage for Slips 29 & 30 as is required for the remainder of the Leased Premises including casualty, liability, and all other coverage, and shall name the City and its officers and employees as additional insureds and certificate holders as is provided for the remainder of the Leased Premises.
- f. Any use of Slips 29 & 30 shall comply with all applicable laws, rules, regulations, permit or license requirements, and orders or directives of any court or governmental official or agency of competent jurisdiction. The Museum may, within the restrictions as mentioned, use Slips 29 & 30 consistent with and in furtherance of its mission, programs and activities.

Availability of Slips 29 & 30. It is acknowledged that, for various periods throughout the boating season, Slip 29 and/or Slip 30 may be unoccupied by the Museum and available for use by transient boaters. At such times, the Museum may, but shall not be obligated to, notify the Harbormaster, as a representative for the City, as to the availability of Slip 29 and/or Slip 30, specifying the length and dates of such availability. In such event, the City shall charge boaters renting Slip 29 or Slip 30 the same rates as will be in place for all other similar boats throughout the City's municipal marina. All such fees collected by the City for the rental of Slip 29 and/or Slip 30 shall be split equally between the Museum and the City.

Lease Term for Slips 29 & 30. Notwithstanding anything to the contrary contained in the Lease, the lease term with respect to Slips 29 & 30 shall commence on the date of this Addendum and terminate ten (10) years thereafter.

Other Lease Terms. Except as specifically amended by this Addendum, all the terms of the Lease shall remain in full effect. Without limiting the generality of the previous sentence, all of the Museum's responsibilities, duties, and obligations with respect to any portion of the Leased Premises shall equally apply to Slips 29 & 30.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first written above.

CITY OF SOUTH HAVEN

MICHIGAN MARITIME MUSEUM, INC.

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

By: \_\_\_\_\_  
Gary Horton, President

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

By: \_\_\_\_\_  
Patti Montgomery Reinert, Executive Director

Exhibit A  
Depiction of Slips 29 & 30

## LICENSE AGREEMENT

**This License Agreement** is made as of \_\_\_\_\_, 2014, between the City of South Haven, a Michigan home rule city, the principal business address of which is 539 Phoenix Road, South Haven, Michigan 49090 (the "City"), and the Michigan Maritime Museum Inc., a Michigan nonprofit corporation, the principal business address of which is 260 Dyckman Road, South Haven, Michigan 49090 ("Licensee").

### **RECITALS**

A. Licensee desires to license from the City the space commonly known as Slip 28 located along the 200 foot headwall within the existing Maritime Museum Municipal Marina in South Haven, Michigan, as further depicted on attached Exhibit A ("Licensed Premises"), for the purpose of docking and displaying historical vessels.

B. The City desires to license Slip 28 to Licensee, pursuant to the terms and conditions of this Agreement.

### **TERMS AND CONDITIONS**

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

1. Grant of License / Use. The City grants to Licensee the license to use the Licensed Premises for the docking and display of historical vessels and/or character boats, and for no other purpose. Licensee's use of the Licensed Premises shall comply with applicable all laws, ordinances, rules, regulations, orders and directives of governmental bodies and officials of competent jurisdiction. The Licensed Premises shall at all times during the term of this Agreement be used, operated, repaired and maintained by Licensee in accordance with reasonable requirements of the City.
2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the date of this Agreement and terminate ten (10) years thereafter.
3. Fee. The Licensee shall pay an annual license fee to the City equal to the then current seasonal slip rates established by the City for similar slips within the Maritime Museum Municipal Marina. The first payment shall be due upon the execution of this Agreement, and each subsequent payment shall be due on or before January 31st of each calendar year thereafter.
4. Assignment or Use by Others Prohibited. Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City's prior written consent. Licensee may not allow any other person or entity to use the Licensed Premises for any purpose without the City's prior written consent.
5. Condition of License Premises. This license is granted on an "as is" basis. The City makes no representations or warranties about the condition of the Licensed Premises or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Licensed Premises. During the term of this Agreement, Licensee shall, at its sole expense, perform all repairs and maintenance necessary to keep the Licensed Premises and the improvements therein in good order and repair, reasonable wear and tear excepted.
6. Changes to Licensed Premises. No changes may be made to the Licensed Premises without the City's prior written consent, which consent may be withheld in the City's sole discretion. The City may require detailed plans and specifications and require that any such work be performed by a contractor acceptable to the City. At the termination of this License, such work may at the City's option become the property of the City or, in the alternative, will be removed by Licensee at Licensee's expense. No liens arising from such work shall be placed against all or any part of the Licensed Premises or the Property.

7. Indemnification and Insurance. The City shall not be responsible for any loss or damage from whatever cause to personal property located on the Licensed Premises. Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from Licensee's use, occupancy, maintenance (or failure to maintain), or repair (or failure to repair) the Licensed Premises. Licensee shall obtain and maintain a general liability insurance policy covering the Licensed Premises and Licensee's activities on the Licensed Premises in minimal coverage amounts of \$1,000,000 per occurrence and fire and casualty insurance with an extended coverage endorsement on any improvements placed or constructed by Licensee on the Licensed Premises equal in amount to the full insurable value of such improvements. All policies shall name the City as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request the City shall be provided copies of the policies of insurance and all endorsements.

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

9. Termination. Each year during the term of this Agreement, the City shall have the right, in its sole discretion, to terminate the license granted pursuant to this Agreement for the following calendar year upon written notice given to Licensee no later than November 15th of the then current calendar year. The obligations to pay any and all fees and charges as provided in this Agreement and the obligation to provide insurance coverage and to indemnify the City as required in this Agreement shall survive any termination of the license granted under this Agreement whether such termination is due to the expiration of the license term or a result of action taken by the City pursuant to this paragraph.

10. Right of Entry. The City and its agents shall have the right to enter the Licensed Premises at reasonable times.

11. Miscellaneous.

(a) This Agreement is written pursuant to the laws of the State of Michigan and was made in Van Buren County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement.

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

[signature page follows]

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

CITY OF SOUTH HAVEN

MICHIGAN MARITIME MUSEUM

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

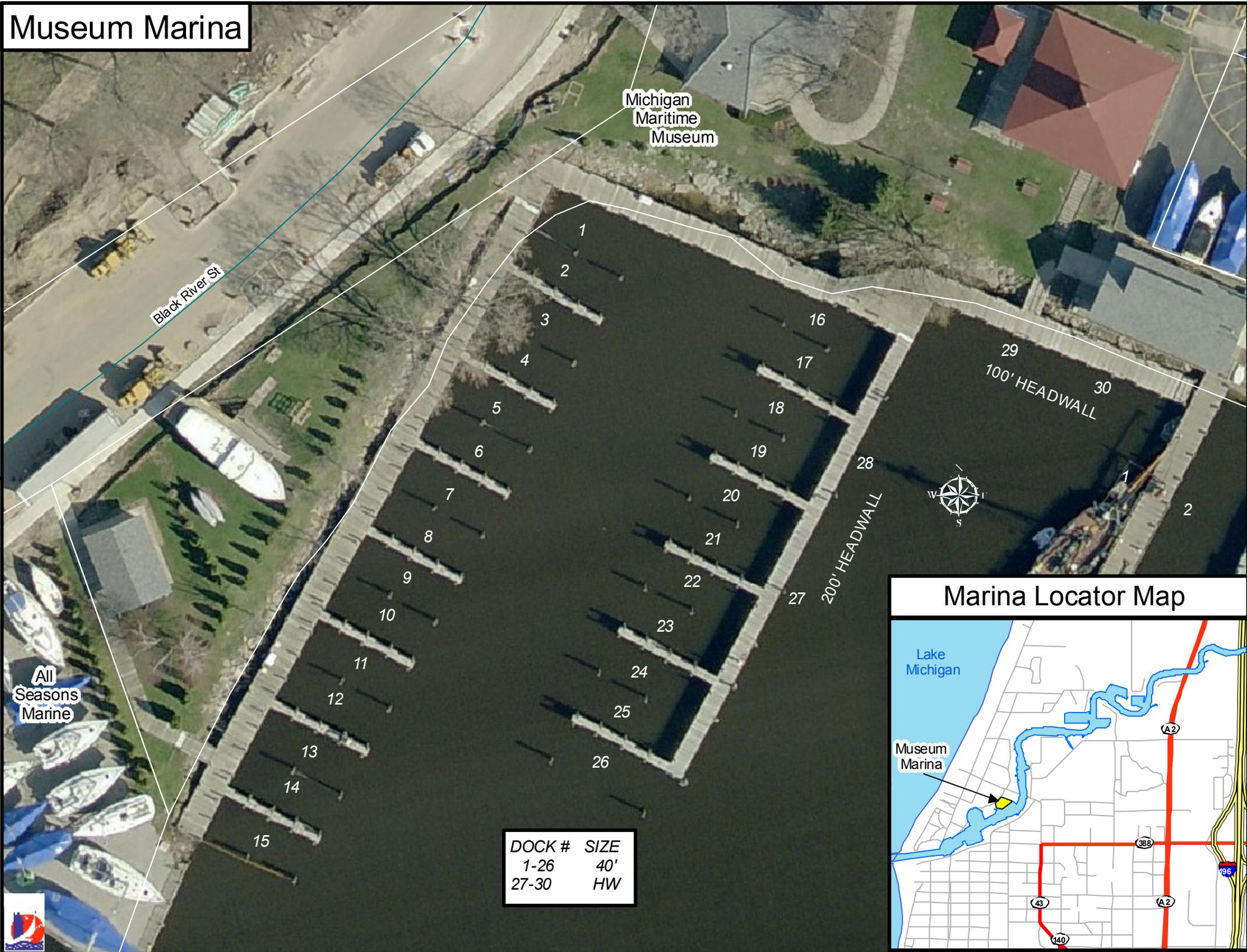
By: \_\_\_\_\_  
Gary Horton, President

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

By: \_\_\_\_\_  
Patti Montgomery Reinert, Executive  
Director

Exhibit A  
Depiction of Slip 28

# Museum Marina



DOCK #	SIZE
1-26	40'
27-30	HW



All Seasons Marine





February 19, 2014

Dear Mayor Burr and the South Haven City Council:

As you may know, the senior millage has been the solid foundation of funding for Senior Services of Van Buren County, also doing business as South Haven Area Senior Services, for near 20 years in South Haven City and the Greater South Haven Area, 12 years in the Greater Bangor area and now almost 4 years in the rest of the county. Thank you again for your continued support and the opportunity to request the Senior Services millage be placed on the August 5, 2014 ballot for renewal so Senior Services of Van Buren County can continue to provide valuable services to the seniors of your area.

The goal of Senior Services of Van Buren County is to keep senior citizens healthy, independent and in their homes. To meet this goal, we offer programs that include health screenings and education programs, senior meals, commodity distributions, tax assistance, ramp building and minor home repair. In addition, many wellness and enrichment activities are available at Senior Services is making the difference in the lives of South Haven Seniors at various locations throughout the county. Care Watch is our senior outreach and care management program that helps extend independent living as long as possible and is available to every person 60 years of age and over living in South Haven. Care Watch case managers are available to evaluate a senior's needs with home visits and telephone contacts to make appropriate recommendations for services such as in-home care, complicated application processes, emergency response systems and more.

Overall, Senior Services continues to see incredible growth in the number of seniors who have been served through the agency. Last year, Senior Services provided service to over 4,000 different seniors. In the first 6 months of this fiscal year, we have served over 5,300 seniors and another 3,200 seniors through the Outreach Programs for a total of over 8,500 seniors (this is over 65% of the total VBC senior population).

The number of seniors we have served in the South Haven City area is on the increase. In FY 2012, we served nearly 800 seniors on a regular basis.

For the first 6 months of this fiscal year, July 1 – December 31, we have served 424 seniors with services and 338 in the Outreach Program for a total of 761 seniors in the six months. The 338 seniors in the Outreach Program means we have touched the lives of these additional 338 seniors at least once through an outreach event, a special program, phone call or through a mailing. It also means more South Haven seniors know and understand more of the services available to them. They know what we do and where to find us when they need help or assistance. Our outreach program is essential for reaching seniors and Senior Services is committed to using this continual process and approach to

bring services to all City seniors. Between the Senior Center programs, Care Watch Care Management, In-Home care, all our support services and our Outreach Program, we have served 60% of the total senior population living in the City of South Haven.

Also included is a contract (same contract used since 1996) between the City and Senior Services which further validates the ballot language in that all the collected tax funds raised from the senior millage will be given to Senior Services of Van Buren County, dba South Haven Area Senior Services, to continue the services currently available and provided by Senior Services to all seniors in your area.

It is important that the ballot language and the contract be approved as soon as possible in order for your clerk to file the ballot language with the county (before May 13) and to ensure our agency's future funding. Please forward copies of both the ballot and the contract if approved to: Senior Services, 1635 76<sup>th</sup> Street, South Haven, MI 49090.

If you have any questions or concerns, please contact Jennifer Carver at (269) 275- 0805. Thank you for your consideration in this matter.

Sincerely,

Co – Chairs James Abshagen (Decatur Township) ~ Dixie Capps (South Haven Township) ~ Kay Pyard (Paw Paw Township) ~ Pastor Jeff Williams (Hartford)

Linda Gray – Treasurer (Hartford)

Recorder – Pat Winston (Paw Paw Township)

Friends for Seniors Millage Committee 2014

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-15

A RESOLUTION PLACING A SENIOR SERVICES RENEWAL  
MILLAGE PROPOSAL ON THE AUGUST 5, 2014 BALLOT

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on April 7, 2014 at 7:00 p.m. local time.

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

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

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

WHEREAS, Public Act 39, of 1976, authorizes a local unit of government to appropriate funds for activities and services for older citizens; and

WHEREAS, activities or services under said Act mean identifiable actions directed toward the improvement of social, health, educational, nutritional, recreational, or mobility status of older persons, being 60 years and older; and

WHEREAS, said Act provides a local governing body of a local unit of government may submit a millage proposition to the electorate to levy up to one (1) mil for services to older citizens; and

WHEREAS, the City of South Haven City Council desires to appropriate funds to promote such private, nonprofit corporation or organization for senior citizen activities or services.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan resolves to submit the following ballot proposition in the primary election to be held on Tuesday, August 5, 2014:

“Shall the previously voted millage of .25 mil in the tax limitation imposed under article IX, Section 6 of the Michigan Constitution on general ad valorem taxes within South Haven City be renewed at .25 mil (.25 per \$1000 of taxable value for real and personal property) for the 4 year period of 2014 through 2017 for the purpose of appropriating funds for the activities and/or services for older person, meaning individuals over the age of 60 years, through Senior Services of Van Buren County also doing business as South Haven Area Senior Services as in accordance with Public Act 39 of 1976; and shall the City of South Haven levy such renewal in millage for said purpose, thereby raising in the first year an estimated \$77,100.”

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 7<sup>th</sup> day of April, 2014, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

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

CITY OF SOUTH HAVEN  
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-16

A RESOLUTION ESTABLISHING A CONTRACT WITH SENIOR SERVICES

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on April 7, 2014 at 7:00 p.m. local time.

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

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

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

WHEREAS, Public Act 39, of 1976, authorizes a local unit of government to appropriate funds for activities and services for older citizens; and

WHEREAS, activities or services under said Act mean identifiable actions directed toward the improvement of social, health, educational, nutritional, recreational, or mobility status of older persons, being 60 years and older; and

WHEREAS, Senior Services of Van Buren County doing business as South Haven Area Senior Services, Inc. has provided, since 1995, in an exemplary manner, for older/senior citizens located in the South Haven are services, social, health, educational, nutritional, and mobility services including senior commodity distributions, counseling services, prescription drug assistance and Medicare/Medicaid counseling, transportation services and a Care Watch care management and outreach program; and

WHEREAS, the City Council determines that it is in the best interest of its older/senior citizens to have the opportunity to avail themselves of these services and programs.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of South Haven, Van Buren County, Michigan contracts with Senior Services of Van Buren County also doing business as South Haven Senior Services, Inc. as the agency to provide services for older citizens pursuant to PA 39 of 1976 and receive reimbursement from the revenue raised for the Senior Services Millage subject to annual review by the City Board.

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 7<sup>th</sup> day of April, 2014, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

---

Amanda Morgan, City Clerk



## Agenda Item 10

### Liberty Hyde Bailey Museum Painting Project

#### Background Information:

The City Council will be asked to consider approval of the bid for the Liberty Hyde Bailey Museum exterior painting project, in the amount of \$31,100.

At the March 18, 2014, regular meeting of the Liberty Hyde Bailey Museum Board, the board received a recommendation to contract with David Noosbond General Contractor for \$31,100 for the exterior painting project. The board was provided a bid tabulation, which noted four bids had been received for the project, and that Noosbond was the low bidder. The board was also provided with a summary of the proposed scope of work, and assurance that Noosbond was EPA certified and had excellent references. As a result of this information, the Liberty Hyde Bailey Museum Board approved a motion to recommend, to the City Council, that David Noosbond General Contractor be selected for the exterior painting project, in the amount of \$31,100.

#### Recommendation:

Should the City Council wish to approve the painting the project, the following actions are needed:

1. City Council should offer a motion to approve of the bid for the Liberty Hyde Bailey Museum exterior paint project, in the amount of \$31,100, to David Noosbond General Contractor.
2. City Council should offer a motion to approve the attached budget adjustment, which provides funding for the painting project.

#### Support Material:

LHBM Recommendation  
Bid Tabulation  
Noosbond Bid  
Budget Adjustment  
LHBM DRAFT Meeting Minutes

February 28, 2014

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

Re: LHB Museum Exterior Paint Project Bids

Brian,

As you know, we received bids on Tuesday, Feb. 25<sup>th</sup>, for the LHB Museum Exterior Paint Project. We received four bids in total, three of which were very close to our cost estimate. The two low bids were from David Noosbond General Contractor at \$31,100.00 and Paragon Painting at \$31,500.00. Due to the closeness of the bids, we sought references for both contractors.

Both contractors are Lead-Safe certified by the EPA and have excellent references, so we feel the basis for comparison should be specifically lead-based paint abatement work. Mr. Noosbond has an extensive amount of lead abatement experience having worked with County housing agencies on multiple projects, and is a certified Lead Abatement Contractor as well. Unfortunately, while certified, Paragon Painting does not have any lead abatement experience.

Given this information, we recommend the City and LHB Museum Board award the contract to David Noosbond General Contractor.

Thank you,



Amy Cook  
Project Manager



Jeffrey M. Saylor, AIA/LEED AP  
Vice President

**South Haven Liberty H Bailey Exterior Painting Project**  
City of South Haven  
February 25, 10:00 a.m.  
Project # 13-0902

CONTRACTOR:	D. Noosbond	Dave Cole	C3	Paragon
LOCATION:	South Haven	Sparta	Kalamazoo	Kalamazoo
Base Bid	\$ 29,500.00	\$ 34,000.00	\$ 42,195.00	\$ 31,500.00
Bid Bond	Y	Y	Y	no
Bid Bond company	Auto Owners	United Fire & Cas.	Western Surety	Liability Ins.
Security Deposit				\$ 1,575.00
Changes to the Work: Overhead %	12	15	10	10
Profit %	30	15	10	10
Bond %	3	15	3	5
Acknowledged Addenda #1	Y	Y	Y	no
Bid Form Signatures	Y	Y	Y	Y
Bidder completed unit prices form	Y	Y	no	Y
Alternate #1	\$ (500.00)	\$ (1,300.00)	\$ (2,500.00)	\$ (400.00)
Voluntary Alternates (Add) (Deduct)	\$ 1,600.00	\$ -	\$ -	\$ -
Voluntary Alternates (Add) (Deduct)	\$ -	\$ -	\$ -	\$ -
<b>Adjusted Base Bid ****</b>	<b>\$ 31,100.00</b>	<b>\$ 34,000.00</b>	<b>\$ 42,195.00</b>	<b>\$ 31,500.00</b>
Total Bid with Alternate #1 Applied	\$ 30,600.00	\$ 32,700.00	\$ 39,695.00	\$ 31,100.00
Bidder completed non-collusion affidavit	Y	Y	Y	Y
Bidder completed non-asbestos affidavit	Y	Y	Y	Y
Notes:	Voluntary alternate was for work included in base bid - number was added to base bid ****			

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

TO:

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

FOR:

LHB Museum Exterior Paint Project

BID DUE DATE: FEBRUARY 18, 2014

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name David Neesband  
Address One Oak Court  
City, State, Zip South Haven, MI 49090

OFFER

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

LHB MUSEUM EXTERIOR PAINT PROJECT :

Twenty Nine Thousand Five Hundred DOLLARS  
(\$29,500), IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 36 days from the bid closing date.

If this bid is accepted by City of South Haven within the time period stated above, we will:

Execute the Agreement within thirteen days of receipt of acceptance of this bid.

Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion: April 25, 2014.

Totally Complete the Work (Including Punch List Items): April 30, 2014.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 12 %

Profit: 30 %

Bond: 3 %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated Feb 18, 2014

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # 11 Dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**BID FORM SUPPLEMENTS**

The following information is included with Bid submission:

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

- Document 00 4323 - Supplement A - Alternatives: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300.
- Document 00 4400 - Supplement J - Non-Collusion Affidavit
- Document 00 4410 - Supplement K - Non-Asbestos Affidavit

**BID FORM SIGNATURE(S)**

The Corporate Seal of

David Neosband

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer, Title)

(Seal)  
David Neosband

(Authorized signing officer, Title)

**IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF BID FORM**

SECTION 00 4322  
UNIT PRICES FORM

PARTICULARS

THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:  
(BIDDER) David Neosboard

TO (OWNER) CITY OF SOUTH HAVEN

DATED FEBRUARY 18, 2014 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED,  
AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT  
DOCUMENTS. QUANTITY AMOUNTS LISTED BELOW ARE NOT DETERMINED WITHIN THIS  
FORM, BUT ARE BASED UPON "ONE UNIT QUANTITY VALUE" PER "UNIT VALUE".

UNIT PRICE LIST

GENERAL NOTE ON UNIT PRICE ITEMS:

ALL MATERIALS USED TO REPLACE EXISTING MUST MATCH SPECIES AND DIMENSION  
OF ORIGINAL AND ARE SUBJECT TO ARCHITECT APPROVAL. UNIT COSTS LISTED  
BELOW ARE TO INCLUDE LABOR FOR REMOVAL AND REPLACEMENT.

ITEM DESCRIPTION ----- UNIT QUANTITY-----UNIT VALUE

SIDING - PER LINEAR FOOT -	\$	<u>12.00</u>
FASCIA/RAKE TRIM - PER LINEAR FOOT -	\$	<u>28.00</u>
SOFFIT - PER LINEAR FOOT -	\$	<u>32.00</u>
FRIEZE BOARD/MOLDING - PER LINEAR FOOT -	\$	<u>24.00</u>
WINDOW/DOOR TRIM - PER LINEAR FOOT -	\$	<u>16.00</u>

END OF SUPPLEMENT B

SECTION 00 4323

SUPPLEMENT A - LIST OF ALTERNATIVES

PARTICULARS

THE FOLLOWING IS THE LIST OF ALTERNATIVES REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) David Noosbond

TO: THE CITY OF SOUTH HAVEN

DATED Feb 18, 2014 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATIVES LIST

THE FOLLOWING AMOUNTS SHALL BE TOTAL STAND ALONE COSTS FOR EACH PARTICULAR ALTERNATE LISTED AND SHALL NOT BE COSTS TO BE ADDED OR DEDUCTED FROM THE BASE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

ALTERNATIVE A-1 (DEDUCT) SCRAPE & PAINT ONLY AT INSET WALLS

\$ 500,00

VOLUNTARY ALTERNATES: (ADD) (DEDUCT) \$ 1600,00

Description: Remove & Replace Storm Windows  
Gutter & Down Spouts, three Bronze Plaques

VOLUNTARY ALTERNATES: (ADD) (DEDUCT) \$ \_\_\_\_\_

Description:

END OF ALTERNATE SUPPLEMENT

SECTION 00 4400

SUPPLEMENT J - NON-COLLUSION AFFIDAVIT

STATE OF Michigan

COUNTY OF Van Buren

THE UNDERSIGNED BIDDER OR AGENT, BEING DUALY SWORN, ON OATH SAYS THAT HE WILL NOT, NOR WILL ANY OTHER MEMBER, REPRESENTATIVE, OR AGENT OF THE FIRM, COMPANY, CORPORATION OR PARTNERSHIP REPRESENTED BY HIM, ENTER INTO ANY COMBINATION, COLLUSION OR AGREEMENT WITH ANY PERSON RELATIVE TO THE PRICE TO BE BID BY ANYONE AT SUCH LETTING, NOR TO PREVENT ANY PERSON FROM BIDDING NOT TO INDUCE ANYONE TO REFRAIN FROM BIDDING, AND THAT HIS BID IS MADE WITHOUT REFERENCE TO ANY OTHER BID AND WITH OUT ANY AGREEMENT, UNDERSTANDING, OR COMBINATION WITH ANY OTHER PERSON IN REFERENCE TO SUCH BIDDING IN ANY WAY OR MANNER WHATEVER.

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

BIDDER OR AGENT

David Noosbond

FOR: David Noosbond G.C.

FIRM OR CORPORATION

DAVID Noosbond

SUBSCRIBED AND SWORN TO BEFORE ME THIS

18<sup>th</sup> DAY OF February, 2014.

NOTARY PUBLIC

Paula Jo Lieke

MY COMMISSION EXPIRES: 4/27/2015

END OF SUPPLEMENT J



SECTION 00 4410

SUPPLEMENT K - NON-ASBESTOS AFFIDAVIT

STATE OF Michigan

COUNTY OF Van Buren

THE UNDERSIGNED BIDDER OR AGENT, BEING DULY SWORN, ON OATH SAYS THAT HE WILL NOT, NOR WILL ANY OTHER SUBCONTRACTOR, REPRESENTATIVE, OR AGENT OF THE FIRM, COMPANY, CORPORATION OR PARTNERSHIP REPRESENTED BY HIM, PURCHASE EQUIPMENT CONTAINING ASBESTOS, OR INSTALL ASBESTOS CONTAINING MATERIAL FOR THIS FACILITY.

David Noosbond

TYPED NAME

Owner

TYPED TITLE

David Noosbond

BIDDER OR AGENT

FOR: David Noosbond G.C.

FIRM OR CORPORATION

DAVID NOOSBOND

SUBSCRIBED AND SWORN TO BEFORE ME THIS

18<sup>th</sup> DAY OF February, 2014.

NOTARY PUBLIC

Paula Jo Letsema

MY COMMISSION EXPIRES: 4/27/2015

END OF SUPPLEMENT K





Bond Number BD136964

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, DAVID NOOSBOND GENERAL CONTRACTOR of 709 S HAVEN PL SOUTH HAVEN, MI 49090-1848 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF SOUTH HAVEN 539 PHOENIX ST, SOUTH HAVEN MI 49090-1573 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for PAINTING THE EXTERIOR OF THE BUILDING

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 14th day of February, 2014.

[Signature]  
Witness

[Signature]  
Principal

DAVID NOOSBOND GENERAL CONTRACTOR

Owner

Title

Auto-Owners Insurance Company



[Signature]  
Amanda Lamp  
Witness

[Signature]  
Jim House  
Attorney-in-Fact



Bond Number BD136964

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 14th day of February, 2014, before me personally appeared Jirn House, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



\_\_\_\_\_  
Amanda Lamp  
Notary Public in the State of Michigan  
County of Eaton

**AMANDA LAMP**  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Jan. 1, 2020

# United States Environmental Protection Agency



This is to certify that

David Noosbond General Contractor

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 28, 2015

NAT-44815-1

Certification #

May 16, 2010

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



This is to certify that

# David Noosbond General Contractor

has satisfactorily met the requirements of the Michigan Lead Abatement Act of 1998, and is hereby recognized as a

## LEAD ABATEMENT CONTRACTOR

Contractor number **C-00596**

This certification entitles the named persons to the rights and privileges afforded by the Act, as well as the authority to perform regulated lead-based paint activities in the State of Michigan until December 31, 2014.

Michigan Department  
of Community Health  
**MDCH**  
**Healthy  
Homes  
Section**



\_\_\_\_\_  
Manager, HHS

January 3, 2014

DCH-0650 (6/99)

Authority: P.A.368 of 1978, as amended

CITY OF SOUTH HAVEN  
 FY 2014  
 BUDGET ADJUSTMENT

**General Fund (Fund 101):**

<u>Account</u>		<u>Fund</u>	<u>Activity</u>	<u>Description</u>	<u>Rev/Exp</u>	<u>Increase</u>	<u>Decrease</u>	
101-804-975-000	Bldg Improv	General Fund	Museum	Liberty Hyde Bailey Painting	Expense	32,000		
						32,000	-	<b>32,000</b> Net Increase in Expense
								<b>(32,000)</b> Net Change charged to Fund Balance

**Adjust original 2014 Budget for LHBM Building improvements in accordance with bids**

# **LIBERTY HYDE BAILEY MUSEUM BOARD OF TRUSTEE MEETING MINUTES**

Tuesday

March 18, 2014

7 PM

Board Members Present: Anne Long, Joan Hiddema, David Fenske, Robin Reva, Olga Lewis and Cindy McAlear

City Council Representative Present: Clark Gruber

LHBM Director Absent: John Linstrom (Excused)

Facilities Manager Present: Bill Lundy

Guest Present: Amy Cook

Anne Long, Chair, called the meeting to order and introduced our guest, Amy Cook, from Abonmarche. Amy was representing Abonmarche Consultants and reported on the upcoming painting of the LHB Museum. She assured the board that Abonmarche will be monitoring the progress of the painting to make sure that it is done correctly. Amy also answered any questions that the board had at this time.

A resolution was moved by Olga Lewis that we move forward with the painting of the museum as recommended by Abonmarche Consultants. Seconded by Robin Reva. Motion Carried.

Anne Long called for a motion to accept the LHBM Board Meeting Minutes from the February 18, 2014 meeting.

It was moved by Joan Hiddema to accept the minutes from the February 18, 2014 meeting. Seconded by David Fenske. Motion Carried.

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

CHECKING ACCOUNT BALANCE:	\$17,687.73
DEPOSITS:	2,300.00
EXPENSES:	1,996.79
ENDOWMENT ACCOUNT:	18,054.47

## **LIBERTY HYDE BAILEY MUSEUM DIRECTOR'S REPORT – JOHN LINSTROM**

### **OLD BUSINESS**

1. Albemarle Grant – Still no word back.

2. "Bailey Lazy Club" – new book group to kick off March 24<sup>th</sup> at 7 PM at the Museum. Nine attendees have signed up so far. This is Free or \$15 if you need to buy a copy of the "Holy Earth".
3. Internships – Craig Pennock has been interviewed and approved for our Children's Education Internship. Craig will be working on children's programming along with John Linstrom, Anne Long and the Kalamazoo Nature Center. We are still looking for additional interns to serve in other areas of the museum.
4. Summer Programming – a list of events was submitted with John's report. This will be printed into a type of rack card to be included in with the membership letter that will be going out in April.
5. Springfest on March 15 – The celebration of Bailey's birthday went off quite well with an estimated 50 people in attendance. John would suggest that next year we do a more focused event hosted onsite and the museum play a larger role in the planning of the celebration.
6. Sarah's bonnet and LHB baptismal gown have been restored! John will pick them up on March 29<sup>th</sup>.

#### NEW BUSINESS

1. Thanks to Anne Long for securing a \$1,500 Wal-Mart Foundation grant. It will be used for children's programming and the community gardens.
2. John has received an invitation to a Conservation Legacy Workshop hosted jointly by the Aldo Leopold Foundation and the National Conservation Training Center of the U.S. Fish & Wildlife Service. The conference itself is free; the only cost is lodging and meals which comes to \$124 per night and transportation. Skip Nagelvoort is going. He will be paying his own way and driving out to the workshop. He has offered John to ride out to D. C. with him.

It was moved by Joan Hiddema to give John Linstrom, not to exceed, \$400 to attend the Conservation Legacy Workshop with Skip Nagelvoort on April 11-13, 2014. Seconded by Robin Reva. Motion Carried.

It was moved by Joan Hiddema to buy a gas card for \$150 for the trip to the Conservation Legacy Workshop, should John Linstrom and Skip Nagelvoort go. Seconded by Clark Gruber. Motion Carried.

3. Country Life Fair – This is an idea developing with Skip Nagelvoort's partnership, as a general celebratory fair for "Country Life" along the lines of the Country-Life Movement of which Bailey was such an integral leader. They are envisioning a one-day outdoor festival in early to mid-September, possibly at Stanley Johnston Park. Farms and various organizations will pay for table space, etc. People are already showing interest in this to our partners at the Collaboration Center and the detailed planning hasn't even begun, so it sounds like the interest is there.
4. John has been working with Robin Reva to brainstorm new ideas for a museum logo.
5. John has been accepted admission into the English PhD program at New York University. He will be leaving the museum this fall. We need to start thinking about a leadership transition.

## **NEW BUSINESS**

1. Meeting with the City – Joan Hiddema reported on her meeting with the city and how they are trying to work out the details on the number of board members, the liquor policy and our lease with the city. It is coming along and hopefully will be completed soon.

## **CONTINUING BUSINESS**

1. Membership Committee – Anne Long reported that all the materials that need to be printed are at Pat's Pronto Printing. We are just waiting until the materials can be printed then we can have a work party for addressing and stuffing the envelope for the bulk mailing.

## **FLOOR**

1. David Fenske – David has called Fred Kirschenmann and talked to him. The Transition Group which David is a part of would like to hear Fred talk and then they would like a chance to talk to him. David's group would also like to become connected somehow with the LHBM.

David proposed that LHBM have some posters made up to put in Foundry Hall during the Winter Farmers' Farm Market. A discussion followed about having a table or sharing a table with the Master Gardeners during the spring/summer/fall Farmers' Farm Market too.

David will start to work on the tree slab after the snow is gone. He is thinking about displaying it on a table built for it instead of hanging it on the barn wall.

Annie's Seed Company has been in contact with David and we can buy packets of seed from them at a reasonable price. We might use this as the surprise for our members who join early this year. We are also considering offering flower collection packets and vegetable collection packets for our membership to purchase.

David reported that we have had no interest in a raised community handicap garden bed. We will postpone this idea until there is some interest shown.

2. Robin Reva – Robin mentioned that when the Bailey bonnet and gown are ready to be displayed, she would like to help out with the selection of the presentation box for them. She would like to see a custom made display box purchased for these items.

Robin displayed samples for the new LHBM logo that she and John have come up with. The board chose two that they considered to be the best.

It was moved by Joan Hiddema to adjourn.

8:40 PM

Respectfully submitted,

Cindy McAlear, LHBM Board Secretary





## Agenda Item 11

### Budget Workshop Schedule

#### Background Information:

The City Council will be asked to schedule a series of budget workshops for the upcoming fiscal year.

Over the coming weeks, the City Council will be asked to host a series of workshop sessions to discuss the upcoming fiscal year budget. Through these conversations, elected and appointed officials will be able to refine the draft budget document, which meets the City Council's expectations.

Possible workshop dates that the City Council could consider are:

- Monday, April 14<sup>th</sup> at 6:00 p.m.
- Monday, April 21<sup>st</sup> at 6:00 p.m.
- Monday, April 28<sup>th</sup> at 6:00 p.m.

It is my hope that only one or two workshop sessions will be needed for the bulk of the budget development process. However, an additional session has been scheduled if more time is needed to discuss the budget. As a result, I am requesting that the City Council schedule one workshop session, but note that the additional workshop sessions may be needed.

#### Recommendation:

The City Council should consider a motion to schedule a budget workshop session to occur on Monday, April 14<sup>th</sup> at 6:00 p.m., at City Hall, in Conference Room B.

#### Support Material: