

City Council

Regular Meeting Agenda

Monday, July 21, 2014
7:00 p.m., Council Chambers



1. Call to Order

2. Invocation

- Bernice Thomas – Greater Faith Community Church (236-6160)

3. Roll Call

4. Approval of Agenda

5. Consent Agenda: Items A thru E (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 July 7, 2014.
- B. Bills totaling \$514,712.85 for the period ending July 20, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to award the bid for the Van Buren Trail pavement marking project to PK Contracting in the amount of \$4,150.00.
- D. Council will be asked to approve a contract with Appraisal Plus Group, Inc. for assessing and land division services.
- E. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) Parks Commission: Minutes, April 8, 2014.
 - 2) Brownfield Redevelopment Authority: Minutes, November 11, 2013.
 - 3) Planning Commission: Minutes, June 5, 2014.
 - 4) Local Development Finance Authority: Minutes, April 14, 2014.

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

NEW BUSINESS

6. Council will be asked to consider Resolution 2014-33: A Resolution setting a public hearing date of August 4, 2014 for consideration of an application for an Industrial Facilities Exemption Certificate requested by Petter Investments Inc. dba Riveer.
7. City Council will be asked to approve Special Event 2014-42: Blueberry Festival 5k/10k (August 9, 2014).

8. City Council will be asked to approve a lease agreement with Frost Law Office, PLC for the use of the Michigan State Police Post, located at 720 La Grange Street.

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

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

10. City Manager's Comments

11. Mayor and Councilperson's Comments

12. 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(e) to discuss trial or settlement strategy with its attorney.

13. Adjourn

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", written over a horizontal line.

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

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



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

2. Invocation

- Moment of silence

3. Roll Call

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

4. Approval of Agenda

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

Voted Yes: All. Motion carried.

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

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

- A. Council will be requested to approve the City Council Minutes of June 16, 2014.
- B. Bills totaling \$1,672,889.96 for the period ending July 8, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve a memorial bench on Monroe Blvd. and the plaque text for the bench.
- D. Council will be asked to approve Resolution 2014-32, a resolution to increase employee contributions to MERS pension to 4%.
- E. Council will be asked to approve Contract B of the City Hall improvements related to lighting in the lower level.
- F. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - A. 04-22-2014 Parks Minutes
 - B. 05-13-2014 Library Minutes
 - C. 05-20-2014 Harbor Minutes
 - D. 05-20-2014 LHBM Minutes
 - E. 05-21-2014 Airport Minutes

F. 05-28-2014 Housing Commission Minutes

A Roll Call Vote was taken:

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

Nays: None

Motion carried.

UNFINISHED BUSINESS

6. Council will be asked to consider the following regarding an industrial facilities tax exemption requested by Do-It Corporation:

A. Hold a public hearing regarding an industrial facilities tax exemption for Do-It Corporation.

B. Approve Resolution 2014-31: A Resolution granting an industrial facilities tax exemption to Do-It Corporation.

Background Information: The City Council will be asked to consider approval of an Industrial Facilities Tax Exemption Certificate for Do-It Corporation, located at 1201 Blue Star Highway.

The tax exemption request, which totals approximately \$1,328,228, is for new personal property acquired by the company. The applicant notes that the company anticipates creating 2-4 new jobs at their facility as a result of the project.

Do-It Corporation was founded in 1973. Do-It Corporation features a range of point-of-sale hang tab solutions. Do-It Corporation invented the hang-tab, and has grown into the largest hang tab manufacturer in the world. The company currently employs 62 staff members.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for Do-It Corporation is \$43,437 over the 12 year life of agreement if all machinery is included in the certificate. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

Item A: Hold a public hearing regarding an industrial facilities tax exemption for Do-It Corporation.

Moved by Fitzgibbon to open the public hearing. Seconded by Gruber.

Voted Yes: All. Motion carried. Public hearing declared open.

No public comment.

Moved by Kozlik Wall to close the public hearing. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried. Public Hearing Closed.

Item B: Approve Resolution 2014-31, a resolution granting an industrial facilities tax exemption to Do-It Corporation.

Mary Colevan spoke about Do-It Corporation.

Moved by Fitzgibbon to approve Resolution 2014-31, a resolution granting an industrial facilities tax exemption to Do-It Corporation. Seconded by Patterson.

Voted Yes: All. Motion carried.

NEW BUSINESS

7. Council will be asked to consider the following items regarding Special Event 2014-11, Queen's Cup 2015:

A. Approve Special Event 2014-11, Queen's Cup 2015 to be held on June 26 and 27, 2015.

B. Consider a license agreement with the South Haven Yacht Club for use of the South Side Marina during the Queen's Cup 2015.

Background Information: South Haven Yacht Club has requested the use of Municipal Marina facilities for the 2015 Queen's Cup, scheduled for June 26 and 27, 2015.

The entire South Side Marina will be reserved for use by event participants from 11:00 a.m. June 26 to 11:00 a.m. June 28, 2015. The fee for the use of South Side Marina for two nights is \$3,000. The Yacht Club will determine which boats will be rafted and which will be placed in slips. It is expected that boats will be rafted on the headwall and within the marina basin.

Any available slips in the Maritime Marina will be offered to event participants and displaced Yacht Club members. Event participants will be allowed to raft in the Maritime Marina basin during the time period above. Boats using slips in the Maritime Marina will be charged a transient slip fee based on slip length. Boats which are rafted will not be charged a fee.

Any available slips in the North Side Marina will be offered to event participants and displaced Yacht Club members. No rafting will take place in the North Side Marina. Boats using slips will be charged a transient fee based on slip length.

Harbor Commission is requested to recommend to City Council regarding the festival event request and 2015 Queen's Cup Agreement.

Item A: Approve Special Event 2014-11, Queen's Cup 2015 to be held on June 26 and 27, 2015.

Todd Needham – spoke about Queen's Cup 2015.

Moved by Patterson to approve Special Event 2014-11, Queen's Cup 2015 to be held on June 26 and 27, 2015. Seconded by Gruber.

Voted Yes: All. Motion carried.

Item B: Consider a license agreement with the South Haven Yacht Club for use of the South Side Marina during the Queen's Cup 2015.

Moved by Fitzgibbon to approve a license agreement with the South Haven Yacht Club for use of the South Side Marina during the Queen's Cup 2015. Seconded by Klavins.

Voted Yes: All. Motion carried.

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

A. Consider Special Event 2014-34, Blackhawk helicopter landing/take off from Riveer parking lot on August 21, 2014.

B. Consider Special Event 2014-35, South Haven's 3rd annual Salute to Veterans to be held on August 16, 2014.

Item A: Consider Special Event 2014-34, Blackhawk helicopter landing/take off from Riveer parking lot on August 21, 2014.

Background Information: The Army would like to have a formal approval for this landing and take-off. Riveer Co. will be inviting potential customers from other branches of the US and foreign militaries in addition to representatives from several non-military helicopter users demonstrating the operation of the rinsing system. This will not be open to the general public. In addition they request the city to temporarily remove a light pole if necessary. The City's Electric Department is aware and the City's Electric Supervisor has been and will be in close contact with them up to the event.

Moved by Patterson to approve Special Event 2014-34, Blackhawk helicopter landing/take off from Riveer parking lot on August 21, 2014. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

Item B: Council will be asked to approve Special Event 2014-35, South Haven's 3rd annual Salute to Veterans to be held on August 16, 2014.

Background Information: This special event is the Third Annual Salute to Veterans. The date of the event will be on August 16, 2014 from 6:00 am to 3:00 pm with the parade 12:30 pm. The veterans will meet the boat Captains at 6:00 am at the Riverbend Boat Club, go fishing in Lake Michigan until noon then meet up ½ mile off shore to start the parade. Just like in years past the parade consists of the US Coast Guard, Sherriff, Marine units and the Fire Department would have the flag hung over the channel with the boom truck and the fire boat in the channel spraying an arch for the boats to go under.

Moved by Kozlik Wall to approve Special Event 2014-35, South Haven's 3rd annual Salute to Veterans to be held on August 16, 2014. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried.

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

Mike Henry – Gave an update on Van Buren County.

10. City Manager's Comments

Had Tom Martin speak about the previous weekend's events.

11. Mayor and Councilperson's Comments

Klavins: No Comment

Arnold: Thanked DPW, Police, and Mayor for all their work with the fireworks.

Patterson: Thanked DPW, Police, and Mayor for all their work with the fireworks.

Fitzgibbon: Spoke about the fireworks.

Gruber: Thanked DPW, Police, and Mayor for all their work with the fireworks. Spoke about the bike trail.

Kozlik Wall: Thanked DPW, Police, and Mayor for all their work with the fireworks.

Burr: Spoke about fireworks and is still accepting donations through Friday.

12. 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 property acquisition.

Moved by Klavins to go into closed session pursuant to the Michigan Open Meetings Act; Public Act No. 267 of 1978; 15.268; Section 8(a) to discuss property acquisition. Seconded by Fitzgibbon.

A Roll Call was taken:

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

Nays: None

Motion carried. Council adjourned into closed session at 7:52 p.m.

Moved by Kozlik Wall return to open session. Seconded by Gruber.

Voted Yes: All. Motion carried. Council returned to open session at 8:24 p.m.

13. Adjourn

Moved by Kozlik Wall to adjourn. Seconded by Patterson.

City of South Haven
Regular Meeting Council Minutes
City Hall, Council Chambers
7:00 p.m., Monday, June 2, 2014

Voted Yes: All. Motion carried. Meeting adjourned at 8:24 p.m.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Michelle Coffey". The signature is written in a cursive, flowing style.

Michelle Coffey
Deputy City Clerk

Approved by City Council: Draft

CITY OF SOUTH HAVEN

JULY 22, 2014

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 160,702.95	\$ 39,862.37	\$ 200,565.32
202-MAJOR STREET FUND	\$ 1,798.47	\$ -	\$ 1,798.47
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 105.09	\$ -	\$ 105.09
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ 617.46	\$ 995.00	\$ 1,612.46
251-LDFA #1	\$ -	\$ -	\$ -
252- LDFA #2	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ 2,241.75	\$ -	\$ 2,241.75
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 74.41	\$ 12.79	\$ 87.20
577-BEACH FUND	\$ 91.30	\$ -	\$ 91.30
582-ELECTRIC FUND	\$ 79,017.67	\$ 28,489.51	\$ 107,507.18
591-WATER FUND	\$ 65,015.78	\$ 5,347.26	\$ 70,363.04
592-SEWER FUND	\$ 54,169.77	\$ 1,960.75	\$ 56,130.52
594-MUNICIPAL MARINA	\$ 38,888.73	\$ 813.88	\$ 39,702.61
636-INFORMATION SERVICES	\$ 222.31	\$ -	\$ 222.31
661-MOTOR POOL	\$ 5,187.82	\$ -	\$ 5,187.82
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ -	\$ -	\$ -
718-TRUST & AGENCY	\$ 20,700.00	\$ -	\$ 20,700.00
750-EMPLOYEE WITHHOLDING	\$ 8,397.78	\$ -	\$ 8,397.78
TOTAL	\$ 437,231.29	\$ 77,481.56	\$ 514,712.85

User: ksteinman
DB: South Haven

BANK CODE: 1

CHECK DATE: 07/22/2014 INVOICE PAY DATE FROM 07/22/2014 TO 07/22/2014

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
07/22/2014	1	48246	000027	ADAMS REMCO, INC.	242.45	1
07/22/2014	1	48247	000050	ALEXANDER CHEMICAL CORP	4,299.71	1
07/22/2014	1	48248	000103	AMERICAN WATER WORKS ASSOC	295.00	1
07/22/2014	1	48249	000337	BRONSINK & BOS EQUIPMENT	308.88	1
07/22/2014	1	48250	000372	C.C. JOHNSON & MALHOTRA PC	634.28	1
07/22/2014	1	48251	000418	CDW GOVERNMENT INC	495.11	3
07/22/2014	1	48252	003030	CELLEBRITE USA INC	2,345.00	1
07/22/2014	1	48253	000453	CHIEF SUPPLY CORP	97.58	1
07/22/2014	1	48254	000475	CLARK HILL PLC	247.00	1
07/22/2014	1	48255	000514	CONSTRUCTION ASSOCIATES INC	4,018.70	1
07/22/2014	1	48256	000548	COVERT TOWNSHIP POLICE DEPT	339.16	1
07/22/2014	1	48257	000604	DE BEST INC	380.00	1
07/22/2014	1	48258	000637	DICKINSON WRIGHT	6,764.00	1
07/22/2014	1	48259	000718	ELECSYS INTERNATIONAL CORP	267.00	1
07/22/2014	1	48260	003168	ELWOOD STAFFING	1,639.10	2
07/22/2014	1	48261	000929	GREAT LAKES & ST LAWRENCE	1,500.00	1
07/22/2014	1	48262	001108	GORDON HULL	2,452.84	1
07/22/2014	1	48263	001189	JIM & TONI'S DRYCLEANERS	481.50	2
07/22/2014	1	48264	001223	KAL-BLUE	192.72	1
07/22/2014	1	48265	001298	KREIS, ENDERLE, HUDGINS & BORSOS PC	220.00	1
07/22/2014	1	48266	001373	LAWN BOYS INC	95.00	1
07/22/2014	1	48267	001619	MICHIGAN MUNICIPAL LEAGUE	3,263.00	1
07/22/2014	1	48268	001640	MICHIGAN RURAL WATER ASSOC	590.00	1
07/22/2014	1	48269	001655	MICHIGAN TASER DISTRIBUTING	222.00	1
07/22/2014	1	48270	001657	MICHIGAN TOWNSHIP SERVICES	1,486.50	1
07/22/2014	1	48271	003261	MIRACLE RECREATION EQUIPMENT	995.00	1
07/22/2014	1	48272	001907	OSMAN'S GREENHOUSE	1,664.45	1
07/22/2014	1	48273	001917	OVERISEL LUMBER COMPANY	12.79	1
07/22/2014	1	48274	003052	PERCEPTIVE CONTROLS INC	627.50	1
07/22/2014	1	48275	002002	PLUMBER'S PORTABLE TOILETS	1,824.00	1
07/22/2014	1	48276	002020	POWER LINE SUPPLY CO	25,674.77	15
07/22/2014	1	48277	002033	PRI MAR PETROLEUM INC	40.00	1
07/22/2014	1	48278	002114	RATHCO SAFETY SUPPLY INC	294.00	1
07/22/2014	1	48279	002158	RIETH-RILEY CONST CO, INC	1,271.25	1
07/22/2014	1	48280	002342	SKIDMORE'S	8,097.70	1
07/22/2014	1	48281	002365	SNIDER & ASSOCIATES INC	175.00	1
07/22/2014	1	48282	002395	SOUTH HAVEN COMMUNITY HOSPITAL	878.00	2
07/22/2014	1	48283	002416	SOUTH HAVEN ROTARY CLUB	64.00	1
07/22/2014	1	48284	002453	SPENCER MANUFACTURING, INC	465.00	1
07/22/2014	1	48285	002583	TELE-RAD INC	1,695.15	1
07/22/2014	1	48286	002644	TRACE ANALYTICAL LAB INC	369.00	3
07/22/2014	1	48287	002883	WEST MICHIGAN DOCUMENT	45.00	1
07/22/2014	1	48288	002936	WINKEL'S COMMUNICATION INC	85.00	1
07/22/2014	1	48289	002966	X-ERGN	327.42	1

Num Checks: 44

Num Stubs: 0

Num Invoices: 65

Total Amount: 77,481.56

07/16/2014 02:48 PM
 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
 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						
065163							
39592	ADAMS REMCO, INC. QUARTERLY MAINTENANCE 101-265-802-000	07/15/2014 ksteinman	07/22/2014	242.45	0.00	P	Y 07/15/2014
	OTHER CONTRACTUAL SERVICES			242.45			
SLS 10020345							
39612	ALEXANDER CHEMICAL CORP CHEMICALS 591-559-741-000	06/30/2014 ksteinman	07/22/2014	4,299.71	0.00	P	Y 06/30/2014
	OPERATING SUPPLIES			4,299.71			
MEMBERSHIP							
39620	AMERICAN WATER WORKS ASSOC RENEWAL 08/01/2014-07/31/2015 591-559-958-000	07/16/2014 ksteinman	07/22/2014	295.00	0.00	P	Y 07/16/2014
	SUBSCRIPTIONS/MEMBERSHIPS			295.00			
51482							
39621	BRONSINK & BOS EQUIPMENT SUPPLIES 661-450-741-000	07/09/2014 ksteinman	07/22/2014	308.88	0.00	P	Y 07/16/2014
	OPERATING SUPPLIES			308.88			
7/8/14							
39622	C.C. JOHNSON & MALHOTRA PC PROFESSIONAL SERVICES 592-560-801-000	07/18/2014 ksteinman	07/22/2014	634.28	0.00	P	Y 06/30/2014
	PROFESSIONAL/CONSULTING FEES			634.28			
MT95815							
39609	CDW GOVERNMENT INC TONER 101-301-741-000	06/30/2014 ksteinman	07/22/2014	255.44	0.00	P	Y 06/30/2014
	OPERATING SUPPLIES			255.44			
MV21222							
39610	CDW GOVERNMENT INC TONER 101-301-741-000	06/30/2014 ksteinman	07/22/2014	152.90	0.00	P	Y 06/30/2014
	OPERATING SUPPLIES			152.90			
MV31777							
39623	CDW GOVERNMENT INC SUPPLIES 101-301-741-000	07/01/2014 ksteinman	07/22/2014	86.77	0.00	P	Y 06/30/2014
	OPERATING SUPPLIES			86.77			
Q-33525-C							
39604	CELLEBRITE USA INC MOBILE FORENSICS 101-301-860-000	06/27/2014 ksteinman	07/22/2014	2,345.00	0.00	P	Y 06/30/2014
	TRAVEL/CONFERENCES/TRAINING			2,345.00			

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 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
 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
477403 39615	CHIEF SUPPLY CORP CLOTHING 101-301-729-000	06/26/2014 ksteinman	07/22/2014	97.58 97.58	0.00	P	Y 06/30/2014
549132 39619	CLARK HILL PLC ATTORNEY FEES 101-210-801-000	07/08/2014 ksteinman	07/22/2014	247.00 247.00	0.00	P	Y 07/16/2014
022839 39617	CONSTRUCTION ASSOCIATES INC BUILDING INSPECTIONS 101-371-802-020	07/01/2014 ksteinman	07/22/2014	4,018.70 4,018.70	0.00	P	Y 06/30/2014
4TH OF JULY 39624	COVERT TOWNSHIP POLICE DEPT FIREWORKS 101-301-741-000	07/07/2014 ksteinman	07/22/2014	339.16 339.16	0.00	P	Y 06/30/2014
3435 39625	DE BEST INC LANDSCAPE SUPPLIES 101-276-741-000	07/01/2014 ksteinman	07/22/2014	380.00 380.00	0.00	P	Y 07/16/2014
934599 39603	DICKINSON WRIGHT ATTORNEY FEES 101-210-801-000	06/26/2014 ksteinman	07/22/2014	6,764.00 6,764.00	0.00	P	Y 06/30/2014
125645 39626	ELECSYS INTERNATIONAL CORP MONTHLY MAINTENANCE 582-558-802-000 591-558-802-000 592-558-802-000	05/28/2014 ksteinman	07/22/2014	267.00 186.90 40.05 40.05	0.00	P	Y 07/16/2014
673432 39627	ELWOOD STAFFING STAFFING SERVICES 101-751-802-000	07/01/2014 ksteinman	07/22/2014	780.70 780.70	0.00	P	Y 07/16/2014
680584 39628	ELWOOD STAFFING STAFFING SERVICES 101-751-802-000	07/01/2014 ksteinman	07/22/2014	858.40 858.40	0.00	P	Y 07/16/2014

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 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
 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
2014-2015 39631	GREAT LAKES & ST MEMBERSHIP 101-101-958-000	LAWRENCE 07/11/2014 ksteinman	07/22/2014	1,500.00	0.00	P	Y 07/16/2014
		SUBSCRIPTIONS/MEMBERSHIPS		1,500.00			
100 39630	GORDON HULL CONTRACTUAL SERVICES 582-558-802-000	07/09/2014 ksteinman	07/22/2014	2,452.84	0.00	P	Y 07/16/2014
		OTHER CONTRACTUAL SERVICES		2,452.84			
JUNE 39618	JIM & TONI'S DRYCLEANERS LAUNDRY SERVICE 101-301-801-021	07/01/2014 ksteinman	07/22/2014	413.50	0.00	P	Y 06/30/2014
		LAUNDRY & DRYCLEANING		413.50			
PAT CARLOTTO 39629	JIM & TONI'S DRYCLEANERS NEW SOLES 101-301-729-000	07/01/2014 ksteinman	07/22/2014	68.00	0.00	P	Y 07/16/2014
		UNIFORMS		68.00			
7545 39632	KAL-BLUE SUPPLIES 101-447-727-000	07/08/2014 ksteinman	07/22/2014	192.72	0.00	P	Y 07/16/2014
		OFFICE SUPPLIES		192.72			
237453 NLM 39633	KREIS, ENDERLE, HUDGINS & BORSOS PC LEGAL SERVICES 101-210-801-000	07/14/2014 ksteinman	07/22/2014	220.00	0.00	P	Y 07/16/2014
		PROFESSIONAL/CONSULTING FEES		220.00			
CLIP32968 39634	LAWN BOYS INC MOWING/TRIMMING 101-002-255-000	07/02/2014 ksteinman	07/22/2014	95.00	0.00	P	Y 07/16/2014
		CUSTOMERS DEPOSITS PAYABLE		95.00			
MEMBERSHIP 39635	MICHIGAN MUNICIPAL LEAGUE 07/01/2014- 06/30/2015 101-101-958-000	07/01/2014 ksteinman	07/22/2014	3,263.00	0.00	P	Y 07/16/2014
		SUBSCRIPTIONS/MEMBERSHIPS		3,263.00			
MB2014-0379 39636	MICHIGAN RURAL WATER ASSOC ANNUAL MEMBERSHIP DUES 592-559-958-000	06/24/2014 ksteinman	07/22/2014	590.00	0.00	P	Y 07/16/2014
		SUBSCRIPTIONS/MEMBERSHIPS		590.00			

07/16/2014 02:48 PM
 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
 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
11137 39637	MICHIGAN TASER DISTRIBUTING DIGITAL POWER MAGAZINE 101-301-741-001	07/09/2014 ksteinman	07/22/2014	222.00 222.00	0.00	P	Y 07/16/2014
2773 39611	MICHIGAN TOWNSHIP SERVICES ELECTRICAL INSPECTIONS 101-371-802-021	07/08/2014 ksteinman	07/22/2014	1,486.50 1,486.50	0.00	P	Y 06/30/2014
748835 39595	MIRACLE RECREATION EQUIPMENT SG 201D TABLE & FREIGHT 250-729-974-018-0150 250-729-974-018-0150	05/14/2014 ksteinman	07/22/2014	995.00 807.00 188.00	0.00	P	Y 06/30/2014
000486 39596	OSMAN'S GREENHOUSE FLOWERS 101-751-741-000	05/22/2014 ksteinman	07/22/2014	1,664.45 1,664.45	0.00	P	Y 06/30/2014
S123997 39638	OVERISEL LUMBER COMPANY 2 X 8 TREATED 545-776-741-000	07/10/2014 ksteinman	07/22/2014	12.79 12.79	0.00	P	Y 07/16/2014
10886 39601	PERCEPTIVE CONTROLS INC ONSITE SUPPORT 591-559-933-000	05/21/2014 ksteinman	07/22/2014	627.50 627.50	0.00	P	Y 06/30/2014
249496 39639	PLUMBER'S PORTABLE TOILETS RENTALS 101-751-802-000	07/03/2014 ksteinman	07/22/2014	1,824.00 1,824.00	0.00	P	Y 07/16/2014
5834462 39598	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/12/2014 ksteinman	07/22/2014	1,721.40 1,721.40	0.00	P	Y 06/30/2014
5836294 39599	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/18/2014 ksteinman	07/22/2014	1,756.00 1,756.00	0.00	P	Y 06/30/2014

INVOICE DUE DATES 07/22/2014 - 07/22/2014

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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						
5839020							
39600	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	06/27/2014 ksteinman	07/22/2014	9,214.10	0.00	P	Y 06/30/2014
		ELECTRICAL SYSTEM CONSTR		9,214.10			
5834599							
39602	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	06/12/2014 ksteinman	07/22/2014	300.00	0.00	P	Y 06/30/2014
		REPAIRS/MAINTENANCE - EQUIPM		300.00			
582044							
39640	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	07/08/2014 ksteinman	07/22/2014	3,948.90	0.00	P	Y 07/16/2014
		ELECTRICAL SYSTEM CONSTR		3,948.90			
5840103							
39641	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/01/2014 ksteinman	07/22/2014	928.13	0.00	P	Y 07/16/2014
		REPAIRS/MAINTENANCE - EQUIPM		928.13			
5840208							
39642	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	07/01/2014 ksteinman	07/22/2014	263.60	0.00	P	Y 07/16/2014
		OTHER CLOTHING & SUPPLIES		263.60			
5841720							
39643	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	07/08/2014 ksteinman	07/22/2014	691.62	0.00	P	Y 07/16/2014
		ELECTRICAL SYSTEM CONSTR		691.62			
5841722							
39644	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/08/2014 ksteinman	07/22/2014	99.04	0.00	P	Y 07/16/2014
		REPAIRS/MAINTENANCE - EQUIPM		99.04			
5841723							
39645	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/08/2014 ksteinman	07/22/2014	464.45	0.00	P	Y 07/16/2014
		REPAIRS/MAINTENANCE - EQUIPM		464.45			
5841724							
39646	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/08/2014 ksteinman	07/22/2014	120.31	0.00	P	Y 07/16/2014
		REPAIRS/MAINTENANCE - EQUIPM		120.31			

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 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
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 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
5841721 39647	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	07/08/2014 ksteinman	07/22/2014	193.80 193.80	0.00	P	Y 07/16/2014
5841759 39648	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/08/2014 ksteinman	07/22/2014	63.48 63.48	0.00	P	Y 07/16/2014
5840101 39649	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000	07/01/2014 ksteinman	07/22/2014	410.84 410.84	0.00	P	Y 07/16/2014
5840100 39650	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	07/01/2014 ksteinman	07/22/2014	5,499.10 5,499.10	0.00	P	Y 07/16/2014
06/30/14 39608	PRI MAR PETROLEUM INC CARS WASHED 661-450-935-000	06/30/2014 ksteinman	07/22/2014	40.00 40.00	0.00	P	Y 06/30/2014
146426 39651	RATHCO SAFETY SUPPLY INC ALUM SIGNS 101-446-741-000	07/03/2014 ksteinman	07/22/2014	294.00 294.00	0.00	P	Y 07/16/2014
7169867 39652	RIETH-RILEY CONST CO, INC COLD PATCH 101-446-741-000	07/08/2014 ksteinman	07/22/2014	1,271.25 1,271.25	0.00	P	Y 07/16/2014
7/3/14 39653	SKIDMORE'S ASPHALT 101-446-741-000	07/03/2014 ksteinman	07/22/2014	8,097.70 8,097.70	0.00	P	Y 07/16/2014
SR-1041 39654	SNIDER & ASSOCIATES INC SWING HANGERS 582-558-741-000	07/07/2014 ksteinman	07/22/2014	175.00 175.00	0.00	P	Y 07/16/2014

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 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
 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
06/24/14 39613	SOUTH HAVEN COMMUNITY HOSPITAL ANDREW HAFLER 101-301-802-001	06/24/2014 ksteinman	07/22/2014	508.00 508.00	0.00	P	Y 06/30/2014
06/10/14 39614	SOUTH HAVEN COMMUNITY HOSPITAL ANDREW HAFLER 101-301-802-001	06/10/2014 ksteinman	07/22/2014	370.00 370.00	0.00	P	Y 06/30/2014
2366 39655	SOUTH HAVEN ROTARY CLUB QUARTERLY MEMBERSHIP/BREAKFAST 101-728-801-000	07/01/2014 ksteinman	07/22/2014	64.00 64.00	0.00	P	Y 07/16/2014
9933 39656	SPENCER MANUFACTURING, INC PLATE AND WELD BRUSH 661-450-933-000	07/02/2014 ksteinman	07/22/2014	465.00 465.00	0.00	P	Y 07/16/2014
856424 39657	TELE-RAD INC QUARTERLY MAINTENANCE 101-301-933-001	06/22/2014 ksteinman	07/22/2014	1,695.15 1,695.15	0.00	P	Y 07/16/2014
125233 39605	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-559-741-000	04/18/2014 ksteinman	07/22/2014	93.00 93.00	0.00	P	Y 06/30/2014
124953 39606	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-559-741-000	03/20/2014 ksteinman	07/22/2014	183.00 183.00	0.00	P	Y 06/30/2014
124685 39607	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-559-741-000	01/27/2014 ksteinman	07/22/2014	93.00 93.00	0.00	P	Y 06/30/2014
42825 39616	WEST MICHIGAN DOCUMENT SHREDDING SERVICE 101-301-802-000	06/30/2014 ksteinman	07/22/2014	45.00 45.00	0.00	P	Y 06/30/2014

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 User: ksteinman
 DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 07/22/2014 - 07/22/2014
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
3309							
39597	WINKEL'S COMMUNICATION INC	06/02/2014	07/22/2014	85.00	0.00	P	Y
	REPAIRS	ksteinman					06/30/2014
	591-558-802-000	OTHER CONTRACTUAL SERVICES		85.00			
20796677							
39658	X-ERGON	06/19/2014	07/22/2014	327.42	0.00	P	Y
	SUPPLIES	ksteinman					06/30/2014
	592-569-933-000	REPAIRS/MAINTENANCE - EQUIP		327.42			
# of Invoices:	65	# Due:	0	Totals:	77,481.56	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					77,481.56	0.00	

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 07/22/2014 - 07/22/2014

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			39,862.37	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			995.00	0.00		
	545 - BLACK RIVER PARK FUND			12.79	0.00		
	582 - ELECTRIC FUND			28,489.51	0.00		
	591 - WATER FUND			5,347.26	0.00		
	592 - SEWER FUND			1,960.75	0.00		
	661 - MOTOR POOL FUND			813.88	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	002 - LIABILITIES			95.00	0.00		
	101 - CITY COUNCIL			4,763.00	0.00		
	210 - LEGAL & PROFESSIONAL			7,231.00	0.00		
	265 - BUILDINGS & GROUNDS			242.45	0.00		
	276 - CEMETERY DEPARTMENT			380.00	0.00		
	301 - POLICE			6,598.50	0.00		
	371 - BUILDING INSPECTIONS			5,505.20	0.00		
	446 - HIGHWAYS & STREETS			9,662.95	0.00		
	447 - ENGINEERING			192.72	0.00		
	450 - EQUIPMENT MAINTENANCE			813.88	0.00		
	558 - OPERATIONS			28,654.61	0.00		
	559 - TREATMENT			6,181.21	0.00		
	560 - IPP PROGRAM			634.28	0.00		
	569 - LIFSTATIONS - SOUTH HAVEN T			327.42	0.00		
	728 - ECONOMIC DEVELOPMENT			64.00	0.00		
	729 - DOWNTOWN DEVELOPMENT			995.00	0.00		
	751 - PARK DEPARTMENT			5,127.55	0.00		
	776 - OPERATIONS			12.79	0.00		

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
06/30/2014	1	48129	000967	JODY GUILFORD	200.48
06/30/2014	1	48130	UB REFUND	COOLEY, SARA E	14.61
06/30/2014	1	48131	UB REFUND	DORIS & VERN'S SLACKKERS LLC	230.00
06/30/2014	1	48132	UB REFUND	ENDERS, STEVE S	267.38
06/30/2014	1	48133	UB REFUND	FIORITO CORREA, ANTONIO L	30.00
06/30/2014	1	48134	UB REFUND	FRANCO, JOSE A	125.48
06/30/2014	1	48135	UB REFUND	GIPSON, SHEILA	95.77
06/30/2014	1	48136	UB REFUND	GRABER, MARTIN J & HOLLEE D	475.15
06/30/2014	1	48137	UB REFUND	MILLER, CYNTHIA	103.68
06/30/2014	1	48138	UB REFUND	MORIN, MATTHEW A	92.27
06/30/2014	1	48139	UB REFUND	NISBET, CARL C	111.38
06/30/2014	1	48140	UB REFUND	SIMON, ESTRELLA M	497.62
06/30/2014	1	48141	MISC	SOUTH HAVEN FAMILY CAMPGROUND	2,991.16
06/30/2014	1	48142	MISC	SOUTH HAVEN TOWNSHIP	2,303.45
06/30/2014	1	48143	UB REFUND	YOST, CHARLENE B	72.21
06/30/2014	1	48144	UB REFUND	ZARCO, ROGELIO	33.70
06/30/2014	1	48145	000014	ABONMARCHE CONSULTANTS INC	11,662.00
06/30/2014	1	48146	000177	AUTOWARES INC	73.47
06/30/2014	1	48147	000346	BRUSH ENTERPRISES	648.89
06/30/2014	1	48148	000468	CITY OF SOUTH HAVEN-PETTY CASH	691.83
06/30/2014	1	48149	000498	COMCAST	129.60
06/30/2014	1	48150	000505	COMPTON INC	4,763.00
06/30/2014	1	48151	000519	CONSUMERS ENERGY	157.20
06/30/2014	1	48152	000660	DOMESTIC LINEN-KALAMAZOO	2,046.32
06/30/2014	1	48153	000834	FREDRICKSON SUPPLY LLC	965.28
06/30/2014	1	48154	000843	FRONTIER	2,989.35
06/30/2014	1	48155	000913	GRAINGER	87.00
06/30/2014	1	48156	001067	HI TEC BUILDING SERVICES	3,368.92
06/30/2014	1	48157	001120	HYDRO DESIGNS INC	995.00
06/30/2014	1	48158	001246	KENDALL ELECTRIC INC	777.66
06/30/2014	1	48159	001252	KENT POWER INC	12,714.30
06/30/2014	1	48160	001329	LAKE MICHIGAN COLLEGE	959.13
06/30/2014	1	48161	003167	MICHIGAN DEPT OF ENVIRO QUALITY	943.00
06/30/2014	1	48162	001606	MICHIGAN ELECTION RESOURCES	268.54
06/30/2014	1	48163	001620	MICHIGAN MUNICIPAL LEAGUE	8,397.78
06/30/2014	1	48164	002424	SOUTH HAVEN/CASCO	85,969.94
06/30/2014	1	48165	002642	TPC TECHNOLOGIES INC	41,998.00
06/30/2014	1	48166	002726	US BANK	500.00
06/30/2014	1	48167	002755	VAN BUREN COUNTY ROAD COMM	34.47
06/30/2014	1	48168	003169	VILLA ENVIRONMENTAL CONSULTANTS	5,300.00
06/30/2014	1	48169	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	597.08
06/30/2014	1	48170	000014	ABONMARCHE CONSULTANTS INC	2,000.00
06/30/2014	1	48171	000043	AIRGAS USA, LLC	22.00
06/30/2014	1	48172	000050	ALEXANDER CHEMICAL CORP	10,710.80
06/30/2014	1	48173	003286	BRAD THOMAS EXCAVATING, INC.	57,436.52
06/30/2014	1	48174	000468	CITY OF SOUTH HAVEN-PETTY CASH	3.14
06/30/2014	1	48175	000471	CITY PLUMBING & HEATING CO	247.63
06/30/2014	1	48176	000517	CONSUMERS CONCRETE CORP	44.82
06/30/2014	1	48177	000533	CORNELISSE DESIGN ASSOC INC	450.00
06/30/2014	1	48178	000538	CORPERO COMPANIES, INC	4,425.00
06/30/2014	1	48179	003285	ESSENBERG PLUMBING INC.	128.00
06/30/2014	1	48180	000847	FUEL MANAGEMENT SYSTEM	8,360.58
06/30/2014	1	48181	003149	GRO AMERICA	29,786.06
06/30/2014	1	48182	001067	HI TEC BUILDING SERVICES	361.35
06/30/2014	1	48183	001086	HOME CITY ICE COMPANY, THE	63.50
06/30/2014	1	48184	001107	HULL LIIFT TRUCK INC	200.00
06/30/2014	1	48185	001171	J & L ORCHARD SUPPLY LLC	95.31
06/30/2014	1	48186	001246	KENDALL ELECTRIC INC	248.99
06/30/2014	1	48187	001343	LAKESHORE PAINT & ARTWORKS	430.66
06/30/2014	1	48188	001412	LITTLE OSCAR'S SCREEN PRINTS	165.00
06/30/2014	1	48189	001544	MENARDS	884.46
06/30/2014	1	48190	001911	OTTAGAN PLUMBING & TESTING INC	88.50
06/30/2014	1	48191	001916	OVERSEEL KITCHEN & HOME CENTER	27.00
06/30/2014	1	48192	002020	POWER LINE SUPPLY CO	15,391.39
06/30/2014	1	48193	002155	RIDGE AND KRAMER AUTO PARTS	183.13
06/30/2014	1	48194	MISC	STAGE FLIGHTS	4,742.58
06/30/2014	1	48195	002478	STAPLES ADVANTAGE	264.52
06/30/2014	1	48196	002507	STATE OF MICHIGAN-MDOT	1,081.50
06/30/2014	1	48197	002513	STEEL CENTER SUPPLY CO	221.60
06/30/2014	1	48198	002529	STRAN ELECTRIC COMPANY	682.50
06/30/2014	1	48199	002645	TRACTOR SUPPLY CREDIT PLAN	13.48
06/30/2014	1	48200	002665	TRECORE	23,111.20
06/30/2014	1	48201	002701	ULINE	3,481.13
06/30/2014	1	48202	002728	USA BLUE BOOK	1,072.78
06/30/2014	1	48203	002949	WOLVERINE HARDWARE	189.41
06/30/2014	1	48204	000014	ABONMARCHE CONSULTANTS INC	900.00
06/30/2014	1	48205	000533	CORNELISSE DESIGN ASSOC INC	750.00
06/30/2014	1	48206	MISC	MCCURINE, MARY	36.89

Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/08/2014	1	48209	000463	CITY OF SOUTH HAVEN	20,000.00
07/08/2014	1	48210	MISC	DENNY SNYDER	500.00
07/08/2014	1	48211	MISC	GVSU- AWRI	125.00
07/11/2014	1	48212	UB REFUND	BROWN, MARTIN R	282.25
07/11/2014	1	48213	UB REFUND	HINKLE, AMANDA J	748.47
07/11/2014	1	48214	UB REFUND	KUENZLI, SHANE M	108.24
07/11/2014	1	48215	UB REFUND	PEARCE, KIMBERLY H	316.78
07/11/2014	1	48216	UB REFUND	PENNINGS, KARI D	99.72
07/11/2014	1	48217	UB REFUND	REDMAN, KIM	373.32
07/11/2014	1	48218	UB REFUND	ROWE, BRUCE & KENDRA	113.51
07/14/2014	1	48219	000406	CASCO BAND	200.00
07/14/2014	1	48220	003213	DALE CLAYTON	76.73
07/14/2014	1	48221	003127	ADAM DE BOER	795.80
07/14/2014	1	48222	000994	HAPA LLC	5,183.33
07/14/2014	1	48223	001286	KNOX, JARED	79.26
07/14/2014	1	48224	002010	POOLE, PHILLIP	9.18
07/14/2014	1	48225	003047	ERIC SMITH	76.73
07/14/2014	1	48226	002971	YOUTH DEVELOPMENT COMPANY	10,000.00
07/14/2014	1	48227	000177	AUTOWARES INC	677.61
07/14/2014	1	48228	001252	KENT POWER INC	500.00
07/14/2014	1	48229	001544	MENARDS	835.06
07/14/2014	1	48230	002155	RIDGE AND KRAMER AUTO PARTS	153.38
07/14/2014	1	48231	002645	TRACTOR SUPPLY CREDIT PLAN	609.88
07/14/2014	1	48232	002724	UPS STORE #5080	41.75
07/14/2014	1	48233	002949	WOLVERINE HARDWARE	216.60
07/14/2014	1	48234	003269	YOGI BEAR'S YELLOWSTONE PARK	69.30
07/15/2014	1	48235	UB REFUND	AMERICAN VILLAGE BUILDERS	40.70
07/15/2014	1	48236	UB REFUND	HAYES, MELINDA E	79.37
07/15/2014	1	48237	UB REFUND	KAPLAN, DR MICHAEL	112.08
07/15/2014	1	48238	UB REFUND	NEWELL, ANDY C	218.99
07/15/2014	1	48239	UB REFUND	PFAENDER, JAMIE L	253.87
07/15/2014	1	48240	UB REFUND	RICCI INVESTMENTS LLC	7.21
07/15/2014	1	48241	UB REFUND	WARD, CECIL	18.02
07/15/2014	1	48242	UB REFUND	WHITE, GUY G	56.92
07/15/2014	1	48243	UB REFUND	ZULAWSKI, NANCY L	64.78
07/15/2014	1	48244	MISC	LINKER, BRUCE	1,897.50
07/16/2014	1	48245	001841	NOOSBOND, DAVID	8,280.00

1 TOTALS:

Total of 115 Checks:	414,204.87
Less 0 Void Checks:	0.00
Total of 115 Disbursements:	<u>414,204.87</u>

07/16/2014 02:46 PM
User: ksteinman
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 07/03/2014 - 07/03/2014

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
07/03/2014	1	53(E)	003062	MCAAA	<u>23,026.42</u>
1 TOTALS:					
Total of 1 Checks:					23,026.42
Less 0 Void Checks:					<u>0.00</u>
Total of 1 Disbursements:					23,026.42

July 15, 2014

TO: Brian Dissette

FR: Paul VandenBosch

RE: Van Buren Trail, Pavement Markings

As part of the Van Buren Trail project, a series of pavement markings will be placed along the route at specified locations. The marking is a stylized logo with the text "South Haven Trails". The logo design and pavement marking locations are included in the attached project manual starting on page 13.

For the initial installation, we have requested bids from firms to paint the pavement markings in 130 locations, as indicated in the attached bid specifications.

One firm responded to the bid advertisement with a bid amount of \$4,150. PK Contracting is the bidder.

Staff Recommendation:

Approve the bid for pavement markings in the amount of \$4,150.

July 16, 2014

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

RE: South Haven Trail Logo Markings
Recommendation for Award
Project No.: 14-0317

Dear Mr. VandenBosch:

We received one (1) bid for the South Haven Trail Logo Marking project from PK Contracting. The bid was reviewed including the specified qualifications materials.

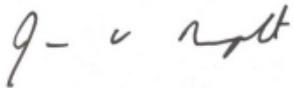
After checking their bid, the total bid amount is **\$4,150.00**.

PK Contracting has provided pavement markings on many of the streets on previous construction projects. Abonmarche recommends award to PK Contracting in the amount of **\$4,150.00**.

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: Bid Tabulation
PK Contracting Submitted Bid

Correction									
Owner: City of South Haven									
Project Name: Trail Logo Markings									
Project Number: 14-0431									
Date and Time: Friday, July 11, 2014 at 2:00pm									
Bid Tabulation									
A. Trail Development									
Item				Unit		Estimated Quantity		PK Contracting	
								Troy, MI	
				Unit Price		Total			
1	Mobilization, Max \$1,000			LS	1	\$ 1,000.00	\$ 1,000.00		
2	SH Trail Logo Marking			EA	130	\$ 20.00	\$ 2,600.00		
3	Dashed Pavement Marking at Williams and Dyckman			LS	1	\$ 400.00	\$ 400.00		
4	Stencil Materials			LS	1	\$ 150.00	\$ 150.00		
						\$	4,150.00		

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of South Haven
1199 8th Avenue
South Haven MI 49090

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. UNIT PRICE BID

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	Mobilization, Max \$1,000	LS	1	\$ 1000.00	\$ 1000.00
2	SH Trail Logo Marking	EA	130	\$ 20.00	\$ 2600.00
3	Dashed Pavement Marking at Williams and Dyckman	LS	1	400.00	400.00
4	Stencil Materials	LS	1	\$ 150.00	\$ 150.00
BASE BID TOTAL					\$ 4300.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete on or before **August 8, 2014**, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is other than a Corporation:

Name of Business Entity: _____

Type of Business Entity: _____

(Attach applicable documentation to validate bidder's authority to do business)

By: _____

(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): _____

Title of Signatory: _____

Attest _____

If Bidder is a Corporation:

Corporation Name: P. K. CONTRACTING, INC.

State of Incorporation: MICHIGAN

Type of Corporation:

(General Business, Professional, Service, Limited Liability): _____

By: David Moriarty

(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): DAVID MORIARTY

Title of Signatory: ESTIMATOR

Attest Karen Busonetto

Bidder's Business Address: 1965 BARRETT

TIZOY, MI 48084

Phone No. 248 362 2130

Fax No. 248 362 4969

E-mail: DAVE @ PKCONTRACTING.COM

SUBMITTED on July 11, 2014.

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF OAKLAND

The undersigned bidder or agent, being duly 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, entered 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 nor to induce anyone to refrain from bidding, and that his bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

David Mowbray

ESTIMATOR

Bidder or Agent

FOR: P.K. CONTRACTING, INC.
Firm or Corporation

Subscribed and sworn to before me this 11th day of July, 2014.

My commission expires: _____

Karen Bissonette

Notary Public

Karen Bissonette
Notary Public, Macomb County, MI
My Commission Expires 05/07/18
Acting in Oakland County

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

P. K. Contracting, Inc.

(Here insert full name and address or legal title of Contractor)

1965 Barrett, Troy, Michigan 48084

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, Connecticut 06183-6014

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of South Haven

539 Phoenix Street, South Haven, Michigan 49090-1499

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount of Bid Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for

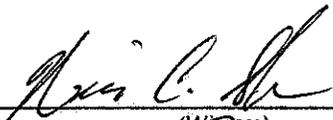
Trail Logo Marking

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

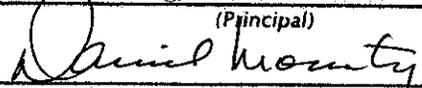
11th

day of July, 2014

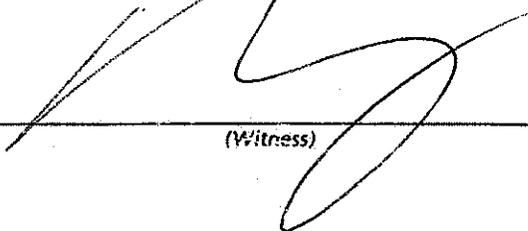


(Witness)

P. K. Contracting, Inc.

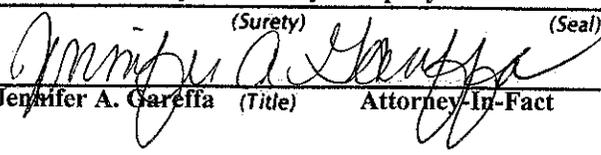


(Principal) (Seal)
(Title) ESTIMATOR



(Witness)

Travelers Casualty and Surety Company of America



(Surety) (Seal)
Jennifer A. Gareffa (Title) Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226411

Certificate No. 005656443

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ian J. Donald, Jeffrey A. Chandler, Kathleen M. Irelan, Robert Trobec, Alan P. Chandler, and Jennifer A. Gareffa

of the City of Troy, State of Michigan, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of September 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of September 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of JULY, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



PROJECT MANUAL

CITY OF SOUTH HAVEN TRAIL LOGO MARKINGS

OWNER:

CITY OF SOUTH HAVEN

539 PHOENIX STREET
SOUTH HAVEN, MI 49090

ENGINEER:

ABONMARCHE

95 W. MAIN STREET
BENTON HARBOR, MICHIGAN 49022
(269) 927-2295
FAX: (269) 927-1017

JULY 2014
PROJECT NO.: 14-0317

NOTICE TO BIDDERS

PROJECT: **Trail Logo Markings**

BID OPENING: **Friday, July 11, 2014, at 2:00 p.m., local time**

NOTICE:

Notice is given that all bids will be received at the South Haven DPW Building, 1199 8th Street, South Haven, Michigan 49090 until 2:00 P.M., Friday, July 11, 2014. All bids will be publicly opened and read aloud.

Bids shall be addressed as follows: Bid Enclosed: Trail Logo Markings; ATTN: Engineering Dept.; South Haven DPW Building, 1199 8th Street, South Haven, Michigan 49090.

PROJECT DESCRIPTION:

The work consists of placing specialized South Haven Trail Logo markings at locations identified on bike paths, on-street bike lanes and roadways.

All work must be complete on or before **August 8, 2014**.

BIDDING INSTRUCTIONS & SECURITY:

Bids shall be submitted in accordance with, and upon, the original forms included in the Contract Documents. No Bid shall be withdrawn for a period of 60 days after the actual date of the opening thereof. No bid will be received or considered unless accompanied by a Bid Guaranty, payable to the City of South Haven in an amount not less than 5% of the base bid amount. The City of South Haven reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the Contract as deemed to be in the best interests of the City.

The City of South Haven does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provisions of services, contracts, programs or activities.

Brian Dissette
City Manager

GENERAL SPECIFICATIONS

General Specifications

Except as hereinafter provided by the Supplemental Specifications or Special Provisions, the method and manner of performing the work and the quantity and quality of materials to be furnished under this contract shall be in accordance with the 2012 Michigan Department of Transportation Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices.

Supplemental Specifications

Bid Bond

A Certified Check of Cashier's Check or Bid Bond in the amount of not less than five (5) percent of the bid made payable to the City of South Haven shall accompany this proposal.

Non-Collusion Affidavit

A Non-Collusion Affidavit shall accompany this proposal.

END OF SECTION

SPECIFICATIONS FOR LOGO TRAIL MARKINGS

Description of Work

Work under this contract shall consist of furnishing and installing materials to complete specialized trail markings at specific locations designated by the ENGINEER and City of South Haven. The markings shall consist of an approximate 24 inch South Haven Logo template featuring a South Haven Trails logo. Locations for the marking to be completed are off street bike paths, on street bike lanes, and residential streets. All pavement markings will be installed at new locations (no existing trail logos have previously been applied).

Materials

All materials for the work included in this contract shall be white lead-free regular dry or waterborne paint with glass beads added for retro reflectivity. Paint and glass beads shall meet or exceed MDOT standard and supplemental specifications for both material and application rates and must be from certified material.

Template

A previously approved template has been created by Revolution Design, 210 Water Street, Benton Harbor, Michigan 49022, P: (269) 605-4483. The CONTRACTOR shall purchase their own template for providing and completing the markings at the locations specified in the field. The CONTRACTOR shall take precaution to using the template to not cause any overspray at the marking location. Any marking that results in overspray, shall be sealed with an asphalt surface coat (or cleaned on a concrete surface) and the marking shall be reapplied. Overspray shall be defined as any paint outside of the 24" diameter logo area. The pavement marking must also be free of any smearing within the logo area also.

Method of Payment

Payment for work performed under this contract will be per each symbol installed.

Locations

Locations for the logo markings will be identified in the field by the ENGINEER with the attached maps as reference. The markings shall be installed on the connection between the Kal-Haven and Van Buren Trails. The pavement markings shall be generally located before and after turns, and regularly along the bike paths with an approximate spacing of 100 yards.

Off street bike trails shall have the Logo installed every 50 yards and shall be staggered. The marking shall be installed such that the bike symbol is readable to the direction of bike traffic.

Construction Methods

The method of application and application rates of pavement marking materials for work under this contract shall be in conformance with MDOT standards and supplemental specifications. The CONTRACTOR shall be responsible for cleaning and prepping the pavement immediately prior to the application of pavement markings.

Pavement marking paint shall be applied uniformly at the rates indicated in MDOT specifications. Glass beads for retroreflectorization shall also be applied uniformly as indicated in the MDOT specifications.

Traffic Control

The CONTRACTOR shall be responsible for the proper protection of the work, tools, equipment, materials, workmen, etc., at all times until final acceptance of the work under this contract. The CONTRACTOR shall be responsible for providing the necessary barricades, cones, signs, lights, flagmen and other traffic control devices as required to protect and maintain traffic and to protect workers and pavement markings while work is in progress. Traffic control shall be in accordance with current MDOT standard and supplemental specifications and with MMUTCD.

On all streets, unless otherwise directed, only one-half of the roadway can be closed for painting at any one time. The other half of the roadway cannot be painted until the first half is completely dry. The area to be painted shall be barricaded with traffic cones. The cones shall not be removed until the paint is thoroughly dry. Cones shall be spaced at five-foot intervals on both sides of the work area (minimum of six cones per location). The CONTRACTOR shall have an ample supply of cones for the anticipated day's work. Whenever possible, one lane of traffic shall be maintained in each direction on multi-lane roadways.

All traffic control devices necessary for proper traffic control as specified shall be included in the bid items.

Construction Schedule and Coordination

Prior to the beginning work on this contract, the CONTRACTOR shall meet with the City and ENGINEER to establish an acceptable progress schedule. The CONTRACTOR shall bring a progress schedule, which will detail the start and completion dates for the anticipated quantities.

The CONTRACTOR shall be responsible for coordinating with the ENGINEER throughout the course of the contract.

All work in this contract shall be completed by **Friday, August 8, 2014**. The CONTRACTOR shall schedule the work to accommodate this completion date.

Removal of Debris

The CONTRACTOR shall remove all rubbish and accumulated materials due to construction. All streets, paths, and roadways shall be kept clean and free of debris at all times.

Inspection of Work

The ENGINEER will be made available at the start of the work and complete a final inspection.

Quantities

The quantities shown on the proposal are estimates only, and are subject to increase or

decrease.

Intent

It is the intent of these specifications to provide for all labor, materials, tools and equipment necessary to perform in a good workmanlike manner for the City of South Haven, as delineated and specified herein. All labor, materials, tools and equipment, including traffic control, necessary to perform work in this contract as specified shall be include in the unit prices of this contract.

Guarantee

The CONTRACTOR shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or which shall be found defective without cost to the City.

END OF SECTION

DOCUMENT 00 41 43

BID FORM

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Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of South Haven
1199 8th Avenue
South Haven MI 49090

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. UNIT PRICE BID

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization, Max \$1,000	LS	1	\$	\$
2	SH Trail Logo Marking	EA	130	\$	\$
3	Stencil Materials	LS	1	\$	\$
BASE BID TOTAL					\$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete on or before **August 8, 2014**, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is other than a Corporation:

Name of Business Entity: _____

Type of Business Entity: _____
(Attach applicable documentation to validate bidder’s authority to do business)

By: _____
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): _____

Title of Signatory: _____

Attest _____

If Bidder is a Corporation:

Corporation Name: _____

State of Incorporation: _____

Type of Corporation:
(General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name of Signatory (typed or printed): _____

Title of Signatory: _____

Attest _____

Bidder's Business Address: _____

Phone No. _____

Fax No. _____

E-mail: _____

SUBMITTED on _____, 2014.

END OF DOCUMENT

STENCIL TEMPLATE TO BE CREATED BY REVOLUTION DESIGN

**210 WATER STREET
BENTON HARBOR, MICHIGAN 49022
Attn: Jim Steinke
jim.revolutiondesign@gmail.com
C: (269) 277-0605**





PROPOSED TRAIL
LOGO MARKING
(TYP.)

RECENTLY
COMPLETED
ASPHALT PATH

50 yds (TYP.)

INSTALL LOGO MARKINGS TO READ IN THE
DIRECTION OF BIKE TRAFFIC. ON OFF STREET
TRAILS, INSTALL LOGOS EVERY 50 YDS (150 FT)
AND STAGGER IN THE DIRECTION OF BIKE TRAFFIC.

AYLWORTH AVE.

DETAIL #1
NOT TO SCALE





DETAIL #2
NOT TO SCALE





DETAIL #3
NOT TO SCALE





AYLWORTH CT.

ELKENBURG ST.

PROPOSED TRAIL
LOGO MARKING
(TYP.)

RECENTLY
COMPLETED
ASPHALT PATH

50 yds (typ.)

DETAIL # 4
NOT TO SCALE





ORCHARD DR.

RECENTLY COMPLETED ASPHALT PATH

PROPOSED TRAIL LOGO MARKING (TYP.)

50 yds (typ.)

DETAIL #5
NOT TO SCALE

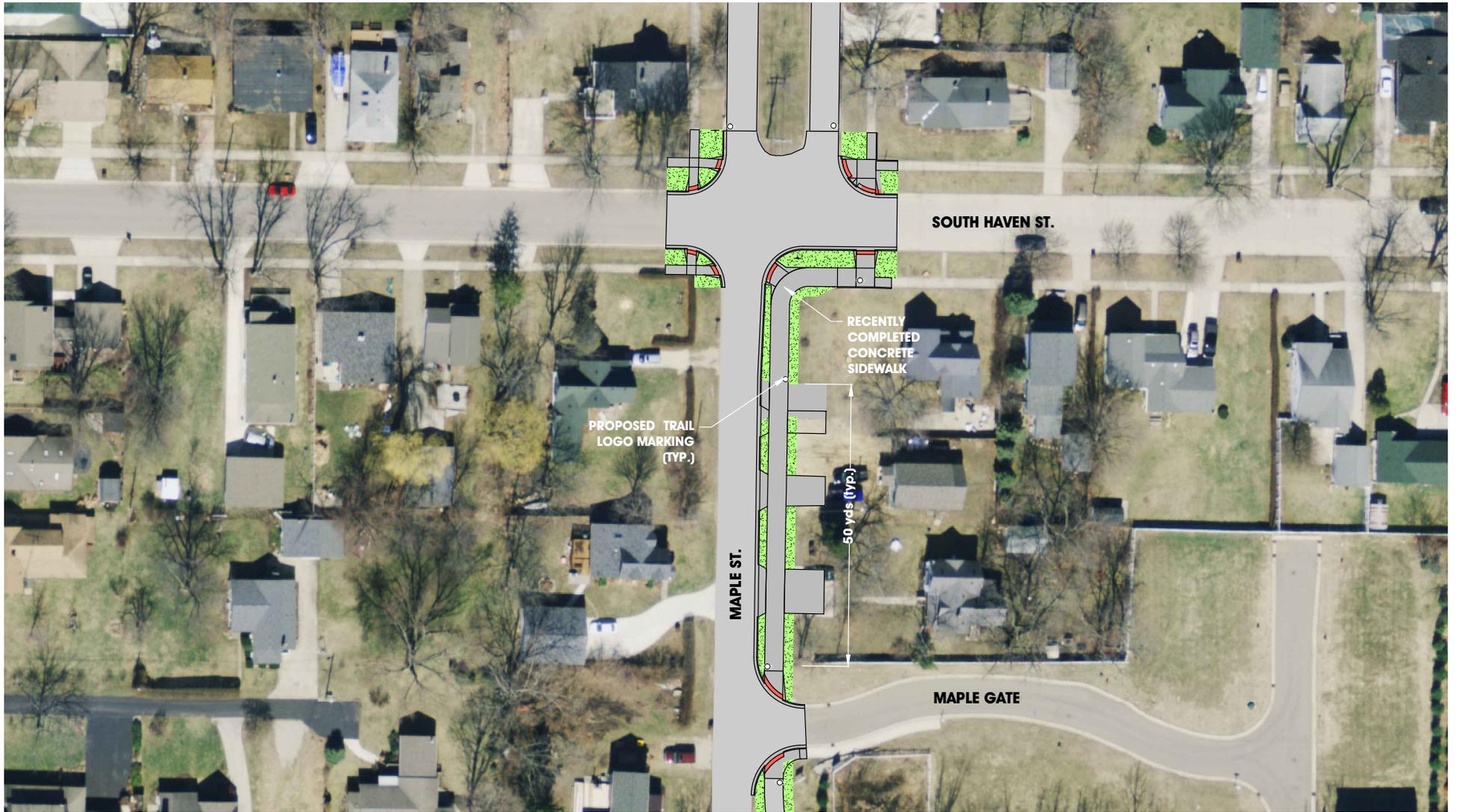




DETAIL # 6
NOT TO SCALE



ABONMARCHE
Confidence By Design

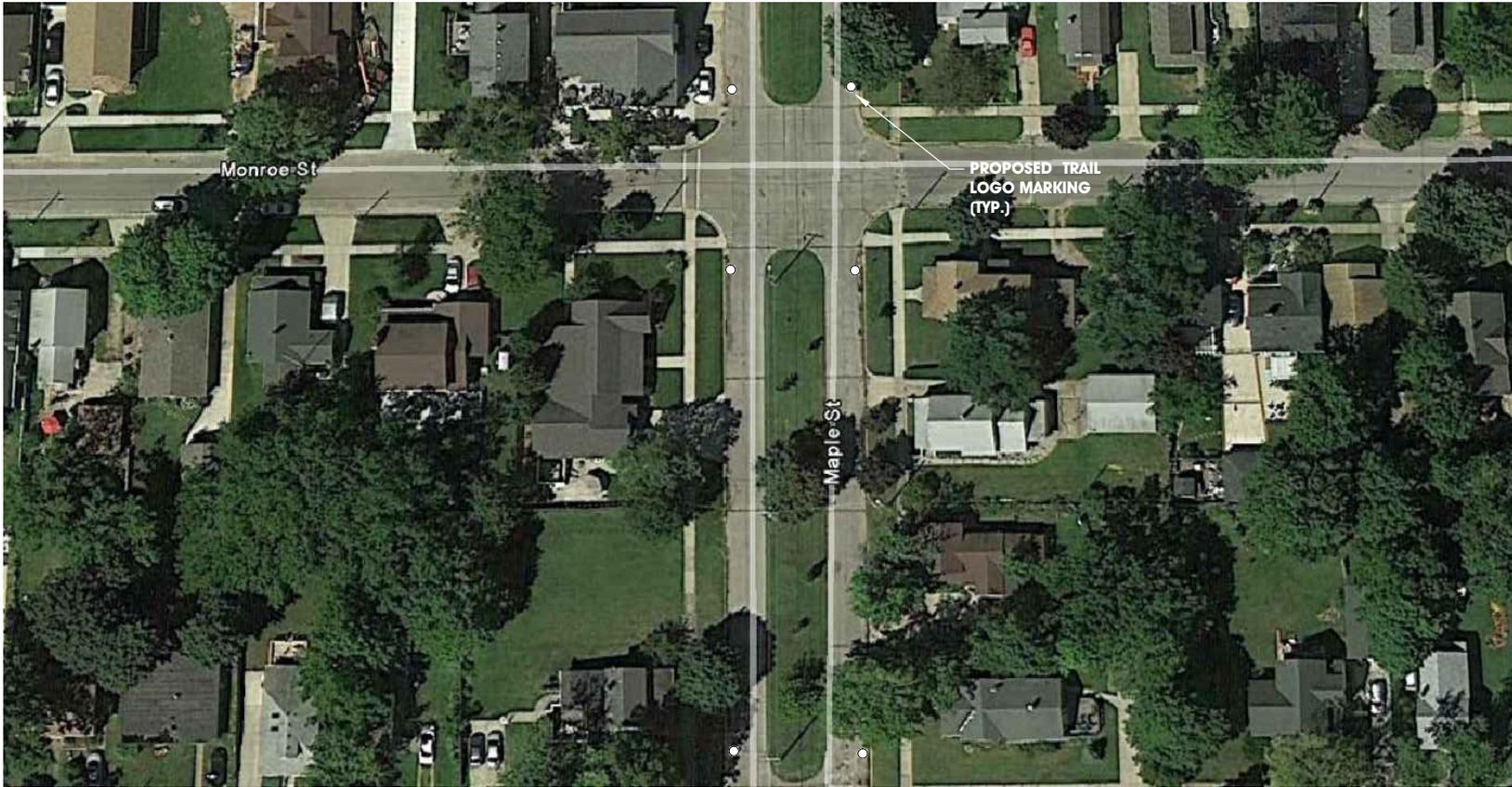


DETAIL #7
NOT TO SCALE



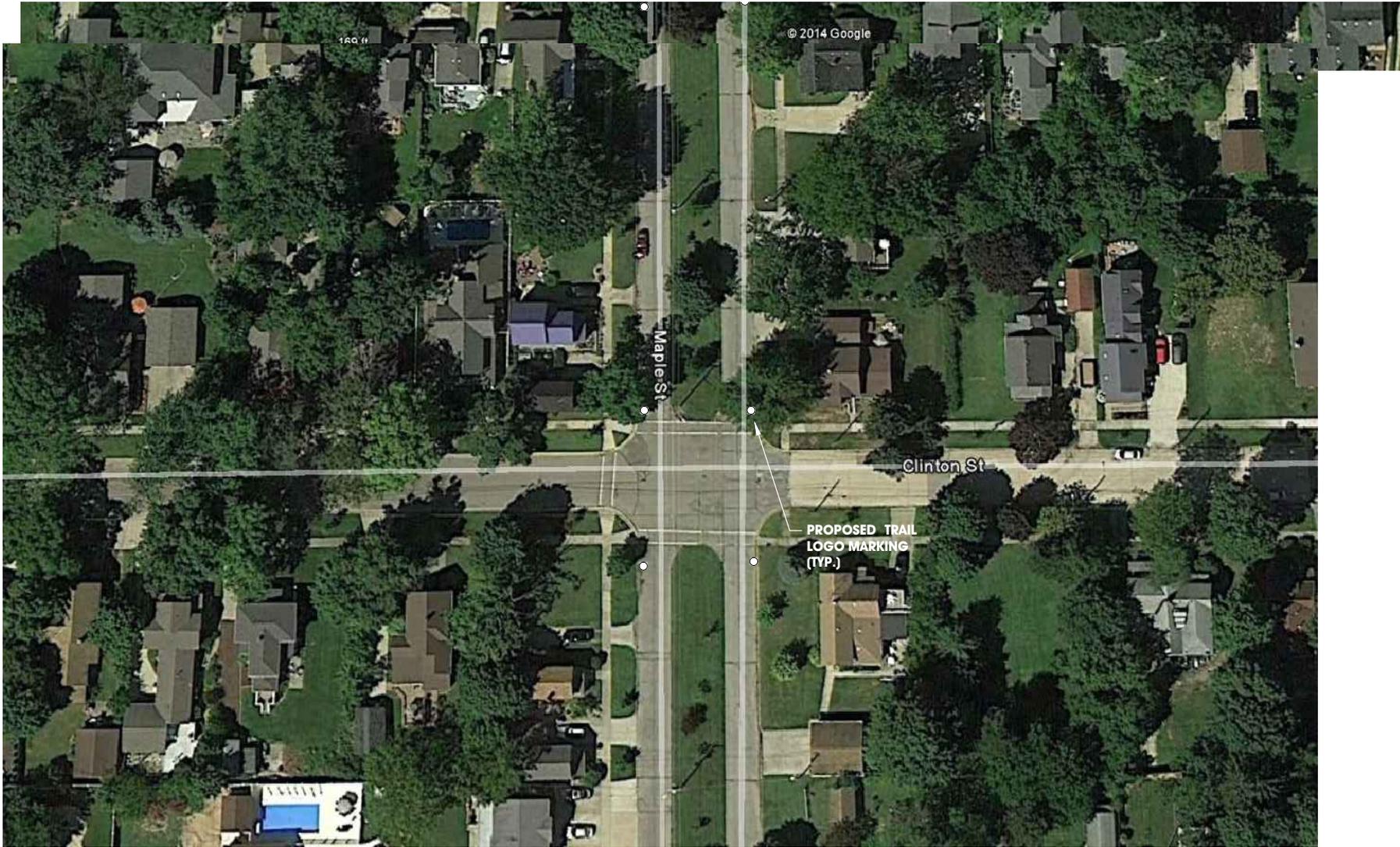
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DATE: JULY 1, 2014 ACI JOB #: 14-0317 SHT: 7 of 22
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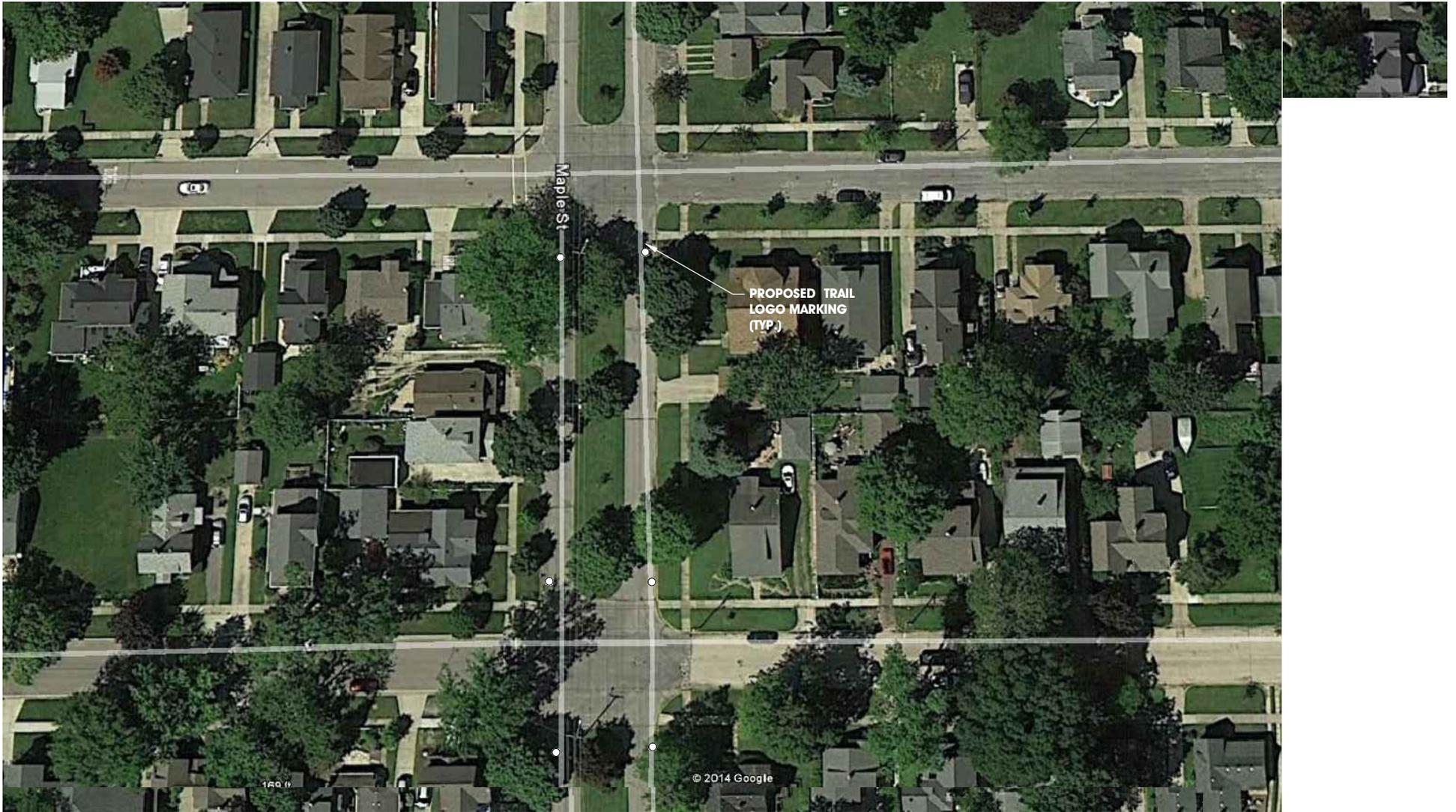
DETAIL #8
NOT TO SCALE





DETAIL #9
NOT TO SCALE



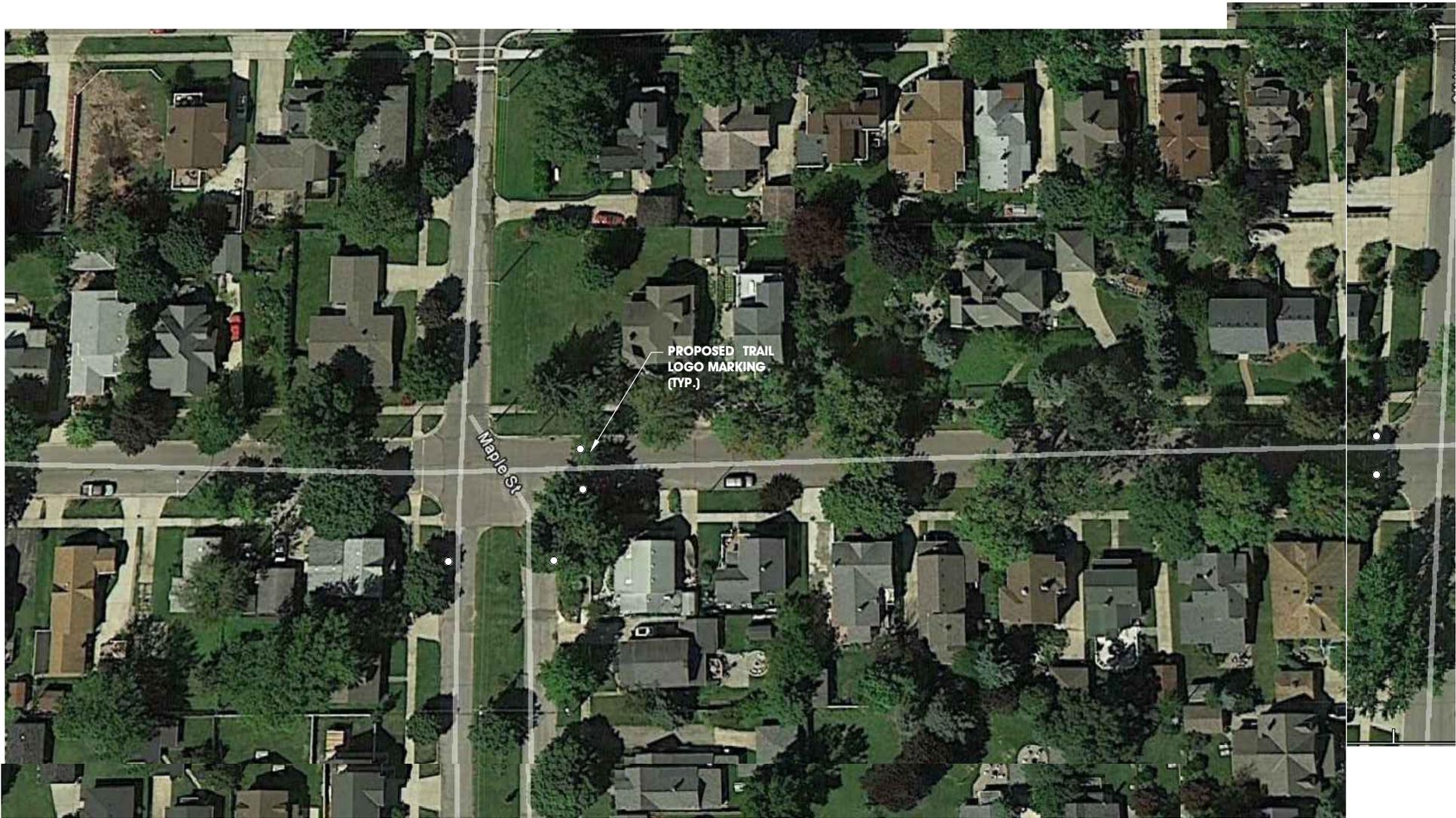


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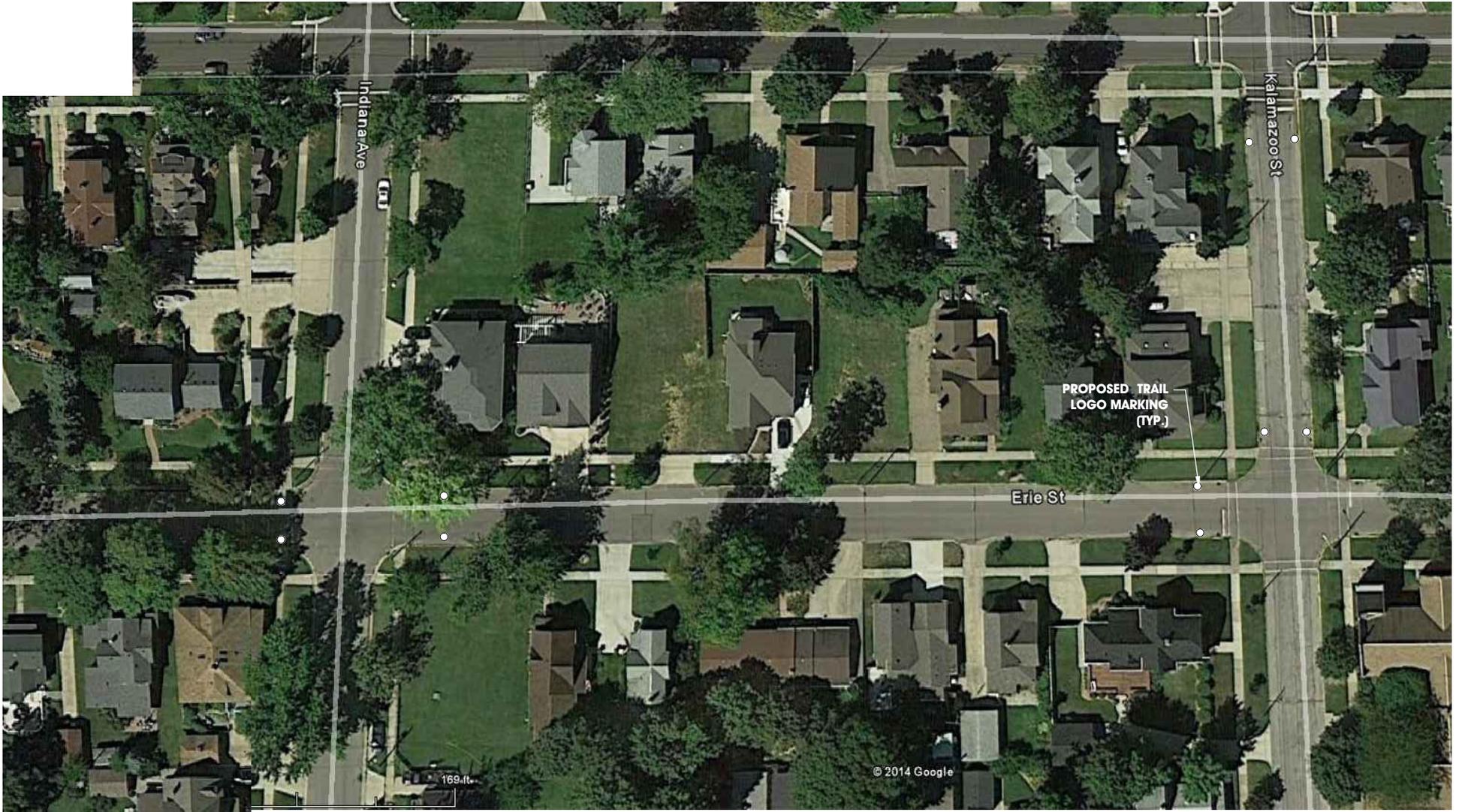
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DETAIL #11
NOT TO SCALE



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DETAIL #12
NOT TO SCALE





DETAIL #13
NOT TO SCALE



ABONMARCHE
Confidence By Design



DETAIL #14

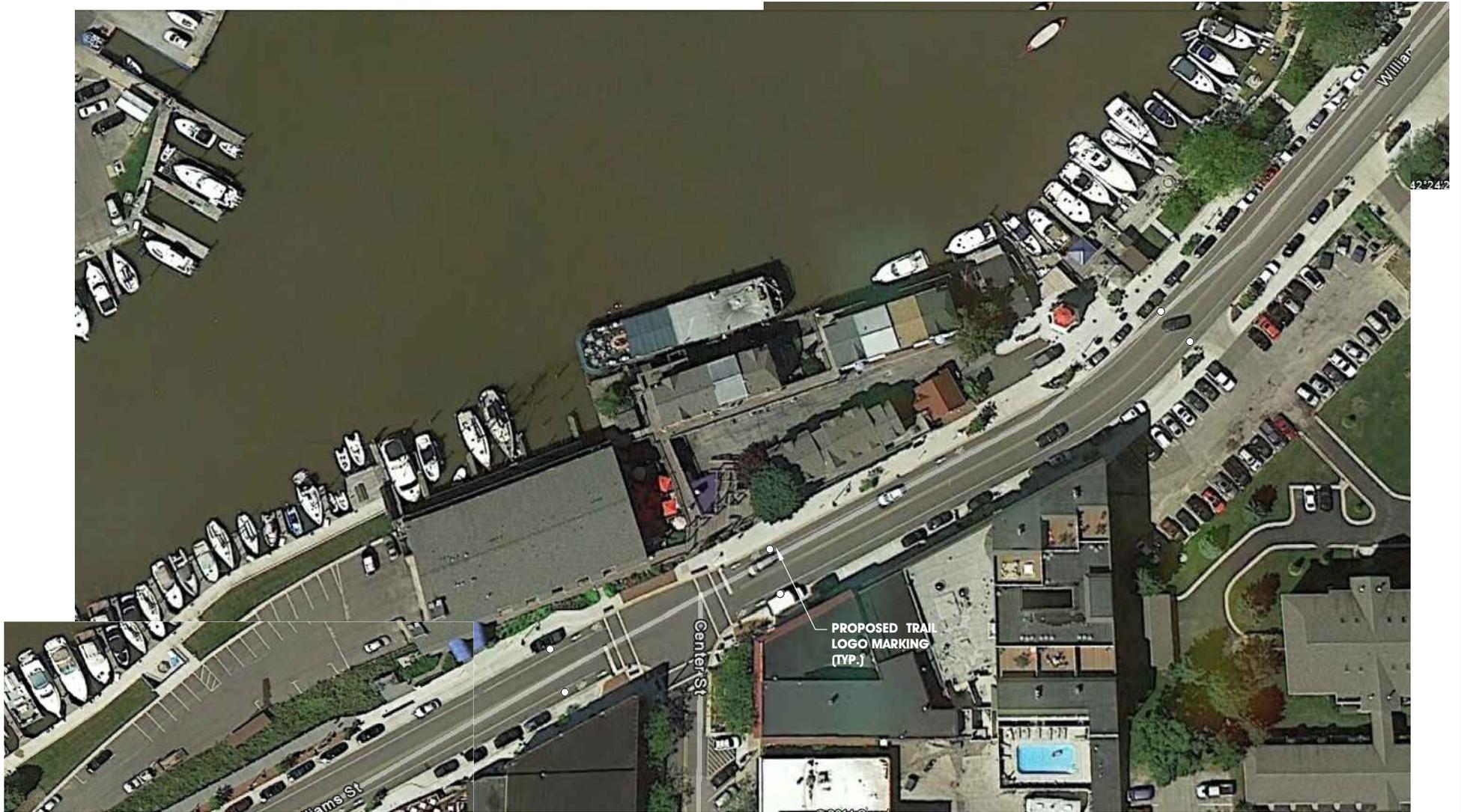
NOT TO SCALE





DETAIL #15
NOT TO SCALE





DETAIL #16
NOT TO SCALE





DETAIL #17
NOT TO SCALE



ABONMARCHE
Confidence By Design



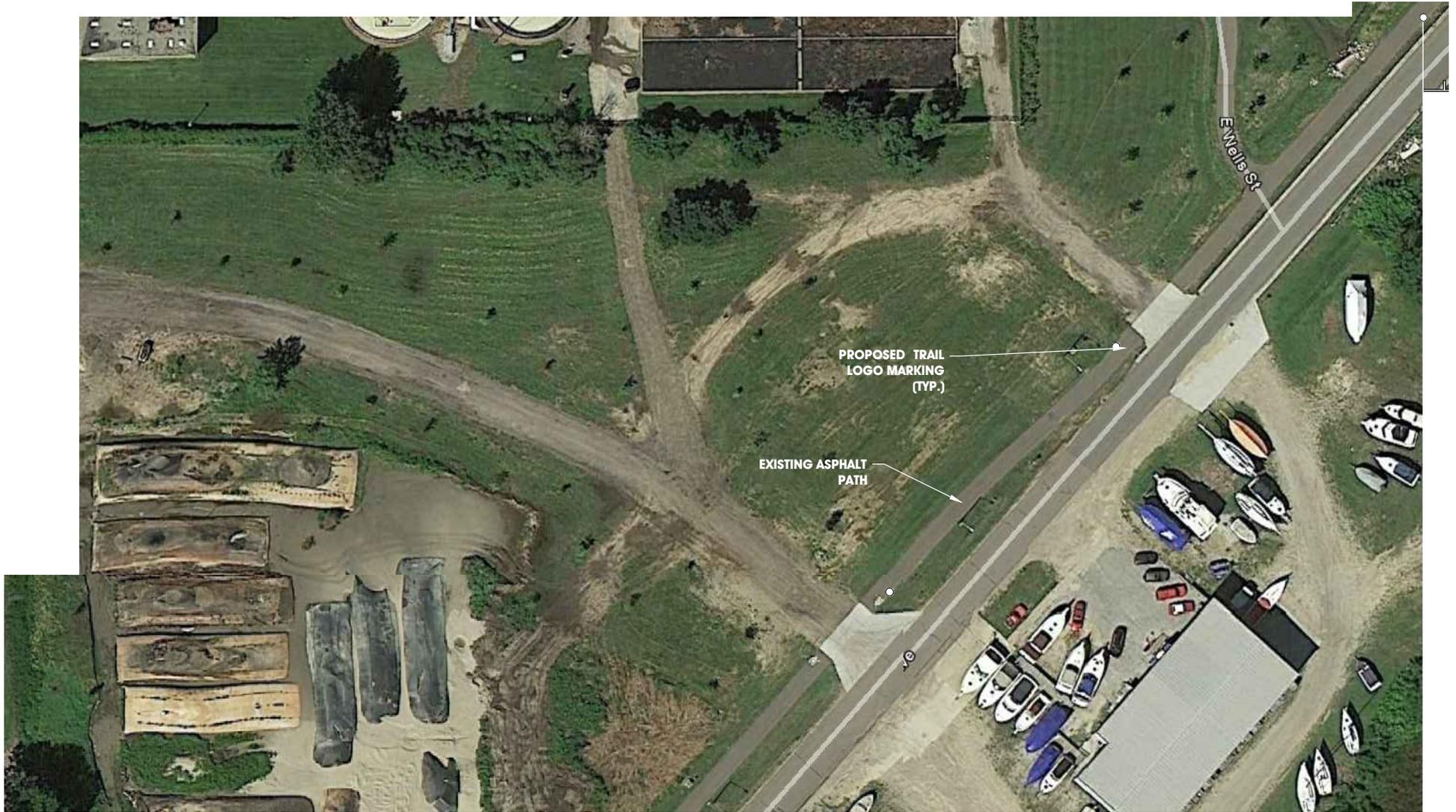
DETAIL #18
NOT TO SCALE





DETAIL #19
NOT TO SCALE





DETAIL #20
NOT TO SCALE





DETAIL #21
NOT TO SCALE



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DETAIL #22
NOT TO SCALE



MEMORANDUM

To: Brian Dissette

From: Deborah Lull

Date: July 15, 2014

Subject: Assessing Services Contract

The City put out a request for qualifications for assessing services in April with a proposal submission deadline of May 12, 2014. The notice was posted in various locations including the City's website and the Michigan Municipal League website. The notice was also sent to all level three and level four assessors in the Southwest Michigan area. Four proposals were received and considered. A chart with the summary information for each of the proposals is attached for your reference.

The review committee consisted of Brian Dissette (City Manager), Wendy Hochstedler (Finance Director), Deborah Lull (Human Resources Director) and Connie Phillips (Deputy Assessor). Work of the committee included review of each proposal and interviews with each candidate.

The city is required to have an assessor with a level three, or higher, certification. Other experience deemed necessary by the committee included experience with LDFA and DDA districts, writing resolutions for poverty exemptions, March Board of Review and IFTs and preparing for a full tribunal hearing. Municipal experience was also a requirement. The committee considered the experience of each candidate, as well as the contract cost.

The committee recommends the City execute an agreement with Appraisals Plus Group, Inc. which was the second lowest bid. The company president, Ben Brousseau, has twenty-five years of experience in the assessing field with extensive experience in all areas deemed to be necessary by the committee. The contract will be a three year agreement starting on August 1, 2014. It contains a provision for a review of the agreement by the city and contractor during April 2014 and an opt out clause which can be invoked with 90 days written notice. A copy is attached for your reference.

Please let me know if you would like additional information.

APPRAISALS PLUS GROUP INC.
52000 33rd ST
PAW PAW, MI
269.655.1144 PHONE & FAX
ben@apginc.us
www.apginc.us

AGREEMENT
FOR ASSESSING SERVICES
CITY OF SOUTH HAVEN

SECTION 1 INTENT

1.1

It is the intent of the Agreement to establish the terms, conditions, and responsibilities of APPRAISALS PLUS GROUP hereinafter referred to as the CONTRACTOR, and the City of South Haven, hereinafter referred to as the CITY, for the performance of the duties of the Assessor of the City.

SECTION 2 CONTRACTOR RESPONSIBILITIES

2.1

Pick up new construction. This will be done through physically observing new construction and through cooperation of the building inspector and through building permits. A copy of all building permits will be provided for the Assessor's use. This will include a copy of the blue print or drawing submitted. This permit must have the correct property code number entered on the permit. In addition, all fire class and zoning changes must be provided for the assessor's use.

2.2

Adjust depreciation and land values where and when the Contractor determines it is applicable.

2.3

Prepare Economic Condition Factors by neighborhoods and apply these factors to the property record cards so that the current assessment is reflected as 50% of True Cash Value on the card.

2.4

Prepare and maintain all ad-valorem and special act assessment rolls by entering the necessary changes and submitting the roll in a timely manner. This will include processing any "mid-year" adjustments such as Michigan Tax Tribunal decisions, PRE denials, and Board of Review changes.

2.5

Prepare our own sales study and be prepared to respond to all equalization sales and/or appraisal studies.

2.6

File all forms to County Equalization, State Tax Commission etc., in a timely manner.

2.7

Providing a certified MAAO (level III) assessing officer to certify the assessment roll attend the March Board of Review Organizational meeting and final wrap-up meeting.

2.8

Should it be necessary to have a July and/or December Board of Review, the Contractor will meet with the Board of Review with the recommendations and reasons for modifications requested therein.

2.9

Defend all appeals to the Small Claims Division of Michigan Tax Tribunal by filing the necessary petitions and submitting additional, supportable, and defensible material as deems required. An appeal to the full Tribunal will result in the local unit obtaining competent legal counsel as well as additional fees for preparing appraisal and /or consultation fees. The City will be advised as to the options and negotiations which will occur. Upon termination of the contract, the City shall assume responsibility for any upcoming and ongoing appeals.

2.10

Process all Personal Property forms and conduct a personal property canvas to ensure equity among business owners.

2.11

Work with and educate the property owners in the ad valorem taxing system in an attempt to eliminate the adversary situations. Hold six (6) office hours per week to assist in this process.

2.12

Eliminate across the board increases by applying any increases received through County Equalization to the area in which they belong by utilizing the economic condition factors described in point 2.3.

2.13

The Contractor shall provide a certified MAAO (level III) assessor to act as the Assessor for the City.

2.14

The Contractor shall provide all necessary personal transportation and field equipment necessary to perform the functions of the Assessor.

2.15

The Contractor shall assume and hold the City harmless from responsibility for the health, safety, and conduct and actions of the Contractor's employees, including, but not limited to matters pertaining to Workman's Compensation Insurance and property damage and liability. The contractor will supply liability insurance.

2.16

This agreement is to maintain the existing records. A separate agreement will be developed with the City to address the record card review process.

2.17

The Contractor will work with the zoning department to approve splits, lot line adjustments, and combinations. The Contractor will enter splits and combinations into the appropriate assessing software.

2.18

The Contractor will enter and track all building permits in the appropriate assessing software.

2.19

The Contractor will work with the City Treasurer to maintain accurate mailing addresses.

2.20

The Contractor will process all Deeds, Property Transfer Affidavits, Principle Residence Exemptions, Rescissions, Conditional Rescissions and other appropriate assessing transfer forms.

2.21

The Contractor will process all property tax exemptions such as hardship and veteran's exemptions.

2.22

The Contractor will review 10% of properties each year for the City. The inspection will include, determination of land size, field review of the improvements, digital photographs, and an update of the computerized record card. Due to time restraints with the current contract approval the first 10% review will be completed for the 2016 assessment year. The Contractor will need the assistance of additional field personal to perform this task. This will be at an additional cost to the City. The Contractor will meet with the City Manager to discuss this matter and create a plan of action in the spring of 2015. Due to time restraints with the current contract approval the initial 10% review will be completed during 2015 for the 2016 assessment year.

SECTION 3 TIME FRAME

3.1

This contract for assessment services shall begin August 1, 2014 and conclude July 31, 2017.

3.2

The City may cancel this agreement upon 90 days written notice.

3.3

The Contractor may cancel this agreement upon 90 days written notice.

3.4

This contract may be renegotiated upon agreement by both parties 90 days prior to its conclusion.

3.5

There will be a meeting during the month of April 2015 between the contractor and the city for the purpose of reviewing the first eight months of the contract. Either party may invoke the 90-day written notice to cancel the contract at that time. Mutually agreed upon changes may also be made based on the April 2015 review. If the parties agree that the contract is of mutual benefit, the contract will remain in effect.

SECTION 4 COMPENSATION

4.1

The City shall pay a fee for the Assessor of Record services as follows:

- A. For August 1, 2014 through July 31, 2015 @ \$3,500.00 per month (\$42,000.00 annually).
For August 1, 2015 through July 31, 2016 @ \$3,605.00 per month (\$43,260.00 annually).
For August 1, 2016 through July 31, 2017 @ \$3,712.50 per month (\$44,550.00 annually).
- B. Billed monthly
- C. A billing will be sent to the City at the beginning of each month for services rendered for that month. The City shall submit payment to the Contractor by the end of that month.

4.2

The fee for a supportable and defensible report to be used at the Michigan Tax Tribunal other than the Small Claims Division will vary depending on the size and complexity of the property. The Contractor will notify the City Manager of the fee. The City Commission must approve this fee.

SECTION 5 CITY RESPONSIBILITIES

5.1

The City shall provide property description cards containing needed initial information such as property number, legal descriptions, and owner and address information, as well as all the present existing data and measurements.

5.2

The City shall provide appropriate tax maps, office space and furniture, a telephone and office supplies during the duration of the contract.

5.3

The City shall supply office supplies such as blank property record cards, files, New STC Assessors Manual Volume I and II, deeds, etc.

5.4

The City shall supply the Contractor with a copy of all building and occupancy permits (with a copy of submitted blueprints or drawing), fire calls, zoning changes, etc. These items must have the property code numbers and/or plate number on the permit.

5.5

The City must supply the Contractor with necessary postage and cover the cost associated with mailing assessment notices/personal property statements using a professional mailing service.

5.6

The City will supply mailer cards for the Contractor to use in the field when doing property reviews. The contractor will supply the City with the appropriate template to have printed.

5.7

The City will provide a forty (40) hour per week deputy to assist with the tasks listed in SECTION 2 of this agreement.

SECTION 6 ESTIMATED ANNUAL TIMELINE

CONTINUOUS DUTIES TO BE PERFORMED:

- A. Work with taxpayers as needed.
- B. Work with Deputy Assessor as necessary.
- C. Review all incoming mail timely.
- D. Process transfer documents.
- E. Work on any MTT appeals.
- F. Work with County and State as necessary.
- G. Submit necessary meeting postings to the City Clerk.
- H. Collect and process all property exemption forms.

APRIL

- A. Roll up assessing database to new year.

- B. Update on-line data link.
- C. Enter county multipliers supplied by the STC.
- D. Route partial construction parcels from prior year for field review.

MAY

- A. Supply City Treasurer with assessing data download to be used to create their current year's tax database.
- B. Notify associated departments of new year's database so they can link to latest data for their uses.
- C. Collect and begin routing 10% parcels to be reviewed in current year.

JUNE

- A. Begin field work of partial construction and review parcels.
- B. Begin entering field work data.
- C. Establish June 1 final homestead values with County and City Treasurer.
- D. Organize data to submit to the July Board of Review.

JULY

- A. Continue field work of partial construction and review parcels.
- B. Continue entering field work data.
- C. Meet with and process the July Board of Review.

AUGUST

- A. Organize current year new construction and add to field work.
- B. Continue field work.
- C. Continue entering field work data.
- D. Process splits, lot line adjustments and combinations as necessary.

SEPTEMBER

- A. Continue current year new construction and add to field work.
- B. Continue field work.
- C. Continue entering field work data.
- D. Begin preparing sales for ECF & land value analysis.
- E. Process splits, lot line adjustments and combinations as necessary.

OCTOBER

- A. Continue current year new construction and add to field work.
- B. Continue field work.
- C. Continue entering field work data.
- D. Begin preparing sales for ECF & land value analysis.
- E. Process splits, lot line adjustments and combinations as necessary.
- F. File IFT Report to the State.
- G. Conduct a Personal Property Canvas.

NOVEMBER

- A. Continue current year new construction and add to field work.
- B. Continue field work.
- C. Continue entering field work data.
- D. Begin preparing sales for ECF & land value analysis.
- E. Process splits, lot line adjustments and combinations as necessary.
- F. Organize data to submit to the December Board of Review.

DECEMBER

- A. Continue current year new construction and add to field work.
- B. Continue field work.
- C. Continue entering field work data.
- D. Begin calculating ECF & land value.
- E. Process splits, lot line adjustments and combinations as necessary.
- F. Process the December Board of Review.
- G. Mail personal property statements.
- H. Supply final PRE values to the County and City Treasurer.

JANUARY

- A. Finalize all field work and data entry
- B. Finalize calculating ECF & land values.
- C. Process incoming personal property statements.
- D. Finalize splits, lot line adjustments and combinations as necessary.

FEBURARY

- A. Finalize the ad-valorem real and personal assessment roll.
- B. Finalize all special acts assessment rolls.
- C. Mail out assessment change notices.

MARCH

- A. Meet with March Board of Review and turn over assessment roll.
- B. Process all March Board of Review changes.
- C. Notify petitioners of March Board of Review decisions.
- D. Submit final assessment roll and necessary reports to county.
- E. Work with county to finalize the assessment roll.

CITY MANAGER

DATED



BENJAMIN A BROUSSEAU

7.16.14

DATED

LAND DIVISION AGREEMENT FOR THE CITY OF SOUTH HAVEN

This agreement, made on this date, August 1, 2014, between the City of South Haven, 539 Phoenix Street, South Haven, Michigan 49090, hereinafter referred to as the City, and Appraisals Plus Group, Inc., 52000 33rd Street, Paw Paw, Michigan 49079, hereinafter referred to as the Company.

The City agrees to employ the Company to serve as the Land Division Act Administrator, the functions of which are hereinafter outlined:

SCOPE OF WORK TO BE PERFORMED:

1. The Company shall serve as the land Division Act Administrator as appointed by the City Manager.
2. The compensation to the Company for this function shall be the rate of fifty percent (50%) of each of the total; application fee and per parcel created fee collected to be paid monthly. The Fee Schedule shall be as established by Council action on July 21, 2014.
3. The Company agrees to process all Land Division Action applications. It is anticipated that application will be processed in the following manner: Applications will be forwarded to the Zoning Administrator to determine compliance/non-compliance with local zoning codes. The application will then be forwarded to the Company to determine compliance/non-compliance with the Land Division Act. It is expected that, unless unusual circumstances exist, all applications will be acted upon within two weeks of receipt of application.
4. The Company agrees to maintain appropriate training/credentials during the term of the agreement.
5. The Company is serving as an independent contractor for the City of South Haven, not as an employee.

This contract will be in effect through June 30, 2017.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

COMPANY
BY:

Ben Brousseau, Appraisals Plus Group, Inc.

CITY OF SOUTH HAVEN
BY:

Brian Dissette, City Manager

City of South Haven
 Assessing Services Proposal Summary Information
 July 15, 2014

Name	Angela Kirby	Dianna McGrew	Appraisals Plus Group, Inc.	David VanderHeide
Level	MAAO - 3 PPE	MAAO - 3 PPE	MAAO - 3 PPE Certified Real Estate Appraiser	MMAO - 4 PPE
Base Cost 1st year	\$30,000	\$52,020	\$42,000	Office Hours \$8,050 Roll Maint. \$38,750 Assessment \$ 5,200 Total \$52,000
Base Cost 2nd year	\$30,000	to be negotiated	\$43,260	\$52,000
Base Cost 3rd year	\$30,000	to be negotiated	\$44,550	\$52,000
Additional Costs	None	Full Tribunal - preparing appraisal and/or consultation will require additional fees Creating new special assessment districts	Additional Costs	Reappraisal of 20% of properties \$31,200 \$60 per hour for property appeals after first 10 Creating new special assessment districts \$60 per hour full Tribunal Hearing \$60 per hour plus expenses 2 computers with MS Office
Other				There will be a reduced cost thru 8/1/2014 of \$2645 per month down from \$3900 per month because the assessor will not have regular office hours
Software Used	BS&A tax & assessing APEX		BS&A Apex GIS	BS&A APEX
# Years Experience	15	21	25	36
	Earned level 3 approximately 2004 - 2005	Earned level 3 in 1998		
Current Contracts	Berrien Township Weesaw Township Bertrand Township Baroda Township Ross Township Buchanan Township	City of Bangor Porter Township City of Hartford Mason Township City of Saugatuck	Nottawa Township Pine Grove Township Wakeshma Township Antwerp Township Brady Township Prairie Ronde Township City of Benton Harbor Schoolcraft Township City of Coloma	

Parks Commission

Regular Meeting Minutes

Tuesday, June 10, 2014
6:00 p.m., Council Chambers



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

2. Roll Call

Present: Cobbs, Fitzgibbon, Moore, White, Montgomery, Reinert
Absent: Comeau, Toneman

Also present: Paul VandenBosch, Assistant City Manager

3. Approval of Agenda

Motion by Fitzgibbon, second by Cobbs to approve the June 10, 2014 agenda as presented.

All in favor. Motion carried.

4. Election of Officers: Chairperson and Vice-chairperson

Nominations opened.

Motion by Fitzgibbon, second by Moore to nominate Reinert for Chairperson.

All in favor. Motion carried.

Motion by Fitzgibbon to nominate Toneman for Vice-Chairperson. Second by Cobbs.

Nominations closed.

All in favor. Motion carried.

5. Approval of Minutes for the Record – April 22, 2014

Motion by Fitzgibbon, second by White to approve the April 22, 2014 minutes as written.

All in favor. Motion carried.

6. Public Comments and Inquiries Concerning Items not on the Agenda

None at this time.

REPORTS

7. Elkenburg Park Improvements

Halberstadt updated the board on the progress at Elkenburg Park including the Community Build. At least fifty (50) volunteers came from the community, local business people, etc. during the two days it took to install the playground equipment. The sign has been installed. There are still a few minor things that need to be installed such as benches and trash cans.

Reinert commented it looked great and noted that Theresa Cunningham thanked the community at the Chamber annual meeting. Reinert noted that the community is very fortunate to get it accomplished so quickly.

NEW BUSINESS

8. Commission will be requested to review the donation of a Memorial Bench from Fred Kauffman.

Fitzgibbon asked about the alternative and proposed locations. Halberstadt noted that Mr. Kauffman worked with Ryan Bosscher in our office. The alternative location was discussed in case there was an issue with the storm sewer pipe. Halberstadt noted he did not have an issue with that. If we need to move the bench to do sewer work, there is no problem.

Motion by Fitzgibbon, second by Moore to support the donation of a Memorial Bench from Fred Kauffman in his preferred location.

All in favor. Motion carried.

9. Commission will be requested to review a request for use of South Beach for rental of paddleboards and kayaks.

VandenBosch introduced the request for standup paddleboard and kayak rentals on South Beach, which the City Manager asked VandenBosch to work on with the applicant. The City Attorney wrote the agreement. VandenBosch worked with Campbell and Dan Olson, the concessionaire, who has an exclusive license agreement to have concessions on the South Beach.

VandenBosch directed the Commission to page 19 of the agenda packet regarding the commercial use policy and explained that this does not apply to beaches but is useful in understanding the number of things (Item 3) that the City Manager has to consider before approving such a request. VandenBosch read the various requirements, noting this is just for the Commission's reference. This is a one year agreement. We are a little past the start date of May 15.

VandenBosch continued, "The concessionaire, Chris Campbell, will have exclusive control of the concession, will provide the rental items and instruction. He will pay a percentage to

the city. It is Campbell's responsibility to decide when to rent and not to rent regarding the weather and lake conditions; his responsibility to make rules regarding safety equipment. Tents are to be removed at 7:00 p.m. each day with operating hours of 9:00 am to 7:00 pm. Dan Olson, who holds the exclusive concession contract has to sign off on the agreement. Insurance will hold the city harmless and maintain general commercial liability. The insurance is a one million dollar (\$1M) policy with three million dollar (\$3M) indemnity. Either the City or the licensee can terminate the agreement. In case of the City terminating the agreement, said licensee can appeal termination to City Council. There are two separate areas that the concessionaire will use. The first is on the wide sidewalk along the river near the pavilion where there will be a tent that will have sales in it and the second is the kayak rental which will actually be south of the Blue Stairs."

VandenBosch concluded, "There is a proposal here from SoHa Surf Shop and I will let Mr. Campbell explain that to you."

Chris Campbell, the owner of SoHa Surf Shop stated that they have been seeing a lot of paddle boards out there already this season. Explained that his business already rents paddle boards and he thinks it would be more sensible to have the equipment at the beach along with a few things to sell such as sunglasses, towels and other things people might forget. Using an actual board, Campbell explained the stand up paddleboard, and the equipment. Also available for rental will be kayaks, beach chairs and umbrellas. The tents Campbell is proposing are 10' x 10', which Campbell stated that people have these on the beach already.

Reinert asked where the tents will be located, nearer the water or the blue stairs. Campbell said renters can access the lake by using the area designated for jet-skiers to use and once they are outside the swim area buoys they can go where they want. Each paddle board will have directions on them, and we will go through training. It takes about three (3) to four (4) minutes to show customers; this is an easy sport to learn, according to Campbell.

Fitzgibbon asked about the age group who can rent, to which Campbell responded that anyone age eighteen (18) and up can rent the equipment and anyone under eighteen can rent with parental consent. After comments, Campbell said his ten (10) year old was doing this when he was seven (7). "It's an easy sport to learn." Regarding safety in the swimming area, Campbell noted that customers have to stay out of the buoy area and can go anywhere outside the buoys.

Reinert suggested that blue stairs area will be left open for beachers, so people can be there on the beach at the bottom of the stairs. Halberstadt noted that if you look at the map, Campbell's location is about 100' south of the blue stairs. Reinert says that people, kids especially, like to be by the water, she wants there to be room near the water. Campbell said he misunderstood the question and he will not be near the water but about halfway between the lake and the bluff.

Fitzgibbon asked about insurance to which Campbell responded that he will be insured by K & K Insurance, which insures outfitters, camps and other activity based businesses. Campbell said according to statistics, K & K has almost nil in the way of claims and most have been things like a squished finger.

Moore asked whether, if an accident did happen, someone hit a small child who ends up with a head injury, will this policy keep the city protected from lawsuits.

VandenBosch interjected that the City Attorney recommended the insurance amount and when he gets the insurance certificate VandenBosch will send it to our insurance company and they will agree or not. Fitzgibbon commented that it is like double insurance.

Campbell noted this is the same insurance Grand Haven and St. Joseph use for their rentals. Fitzgibbon noted that VanderZees' have decided that they can no longer afford the insurance. Campbell noted that this insurance plan has a three million dollar (\$3M) aggregate so we have quite a lot more coverage than Grand Haven and St. Joseph do.

Campbell said his goal is, "It works out great, everyone's happy and I come back to you next year." Fitzgibbon reiterated that we do want to be sure the insurance is adequate.

Moore said he and Reinert spent over an hour with Campbell and he answered all their questions.

Reinert commented that Campbell's people will be trained, everything needs to be tidy (at the sales and rental sites, and things need to be kept cleaned up. Fitzgibbon said Campbell's name is tied to this endeavor so she is sure that he will be aware of that.

Motion by Fitzgibbon to recommend to City Council that this request be granted for the proposed rental of paddle boards and kayaks. Second by Cobbs.

All in favor. Motion carried.

10. Commission will be requested to review conceptual plans for the Dyckman Beach Access Improvements.

Halberstadt noted that Option A will have a bench, curved like the seat walls in front of City Hall, with the name of the park on the bench. The intersection will still be a 4-way stop and the driveway will be widened. Option A is a little more expensive because those seat walls can be a little expensive, so the designer, Pat Cornelisse, thought she would provide some other options.

Option B has a freestanding sign with a little masonry wall in front of it, Halberstadt pointed out.

Moore questioned the stop sign at the exit from the parking lot. During discussion it was observed that patrons need to be aware of the need to stop before entering the intersection from the parking lot. Halberstadt noted that the "Entering Paid Parking" sign has been attached to the back of the stop sign during the interim.

Discussion ensued regarding dune grass and how it goes over the sidewalk and gets too tall. After a number of comments, Halberstadt noted that Cornelisse was unable to be here, he is more than willing to email these perspective views to everyone due to the technical difficulties we are experiencing.

Reinert asked what the target date is for this improvement project. Halberstadt responded that the city is just in the beginning phases of the Dyckman Avenue project which we hope to dovetail with the Dyckman access project. After comments, Halberstadt said the city is certainly open to keeping the city logo on the sign; this is just a generic sign that Cornelisse is showing. Reinert recommends the Commission watch for an email from Halberstadt and directed staff to add this item to the agenda for the next meeting to discuss.

11. Commission will be requested to review the installation of new bike racks at various beach access points.

Fitzgibbon said she has had a lot of questions from citizens about where the bike racks are. Halberstadt said he drove the north side and there are no bike racks. Fitzgibbon noted the city has some of the old ones that were removed. Halberstadt noted that on the South Beach we installed some nice new racks; he thinks they are red. A U bike stand can hold two (2) bikes. Moore queried how many bike racks will there be and where will they be. Halberstadt noted his intention is to put them at all the beach accesses except Newcome Access. At all the other accesses staff can probably find room for some bike racks; at Woodman Access bike racks may have to take a parking space. Halberstadt noted there is a lot of parking at Woodman but no open areas for a bike rack. North Beach currently has none.

Reinert asked if we have bike racks at convenient spots like the parking lots. Halberstadt said the intention was to direct bicyclists to the Huron Street parking lot. That location has a whole row of (fifteen) 15 U-shaped bike racks and a bike shaped bike rack and a filtered water bottle filler.

Reinert wants to try to keep things fairly consistent, so even if we re-use some old bike racks now, when they are replaced, plan to replace them with something that is uniform.

Fitzgibbon says we need to do an inventory of what the city has and where. Halberstadt said staff can certainly do an inventory. Moore suggested including potential places to place the bike racks. Halberstadt said he would like to start with the beach accesses. Moore asked if there is budget available; Halberstadt said we do have some budget and the U shaped ones are about two hundred (\$200) to three hundred dollars (\$300) apiece. Reinert said it could be up to staff to determine how many are needed and where. Fitzgibbon agreed, noting that the public has asked, we have discussed it and can leave it up to staff to take an inventory, decide what is needed where and bring that information back to us.

Commissioner's comments:

Moore: There is a private disk golf course being developed east of town. Kurt Maxwell, the State Park supervisor has offered to let me use fifty (50) to sixty (60) acres at the State Park if we can go through the state approval process. Moore took people with him who developed the Saugatuck park, it is better than the city property. Fitzgibbon said people would be able to buy a season pass and use it. Reinert said she heard talk that there might be more property purchased near the Riverwoods project. Fitzgibbon noted that at the state park there is parking and restrooms; it sounds like a dream come true.

Independently Moore has had three (3) to four (4) people approach him about tennis. South Haven Public Schools has five tennis courts at the high school. In addition, there are courts

as Baseline middle school that have been closed due to poor condition. Fitzgibbon said, "Tennis courts are expensive to maintain, not to say that isn't something we could look at." The public has used the high school and Baseline courts. Halberstadt talked to Kevin Dee with SHPS regarding the recently approved bond issue. The bond issue did not include funds for tennis court rehabilitation.

Moore wondered what it costs to build a court. Reinert said she would be in favor of helping the schools. Fitzgibbons said we are the only community that uses the school property for community recreation. That is why we started SHARP Park, because the school should not be providing public recreation areas. The school cannot get funding to provide recreation for the public. The government can get grants. Reinert said it just seems that it's wasteful to let the schools facilities break down and not be used, adding that the Visitor's Bureau and local Bed & Breakfasts send people to the school fields and courts.

Fitzgibbons said we have plans for all that. Moore asked what the time frame is. Fitzgibbon said that is why SHARA was formed, because the schools should not be offering their facilities to have public events, and there are people working on it. It depends on when we get the money or a millage or grant money.

Fitzgibbon: Going to have surgery on July 8, 2014 so will not be here for the July meeting and probably not August.

Reinert: Suggests checking in with Todd Comeau because he has not been here. Fitzgibbon noted that we cannot excuse people if they do not let us know that they will not be here.

White: Noted that during a recent school outing, parents and teachers noticed that balls were going out in the street and children were chasing them. Moore noted that fencing was on the agenda but it was voted down, then corrected himself to say it was not among the top priorities during the priority setting exercise. It was discussed that traffic goes by pretty fast and cars are parked along the street. White asked whether we can look back into the fence again for the safety of the kids. Halberstadt said we need to look into why it was voted down. Was it due to people not wanting it? Fitzgibbons explained that some felt a fence would make people using the park feel caged in. Fitzgibbons asked what the fence on the south side is like. Halberstadt noted that it is an older fence about 4' tall; it is chain link fence. White pointed out that no matter how many times you tell them, kids will run after that ball and the land slopes down near the new playground area. Reinert said if it is felt that the lack of fencing is a safety issue, Halberstadt should look into it. Fitzgibbon requested that staff bring costs to the board and see if there was there any money left over that could be used for the fence.

Motion by Fitzgibbon, second by White to adjourn at 7:16 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, November 11, 2013
4:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

Present: Erdmann, Gawreliuk, Henry, Herrera, Kerber, Valentine, Varney, Bolt

Absent: Klavins, Rainey

3. Approval of Agenda

Motion by Kerber, second by Valentine to approve the agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – September 9, 2013

Motion by Erdmann, second by Valentine to approve the September 9, 2013 minutes as written.

All in favor. Motion carried.

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

None at this time.

6. Financial Report

VandenBosch reviewed the financial reports.

Motion by Henry, second by Erdmann to accept the financial reports.

All in favor. Motion carried.

7. Brownfield Reimbursement Request

Factory Condominium Association \$9,861.97

VandenBosch explained this request as similar to other requests the board has seen and pointed out that Factory Condominium Association has far more on hand than they are requesting.

Bolt asked if, now that the county owns part of that property, whether the county should be paying taxes to the city. VandenBosch responded that typically the county does pay the city from the delinquent tax fund. Bolt noted that otherwise the county is getting the benefit of the system without paying for it. VandenBosch reiterated that to his knowledge the county is paying taxes from the delinquent tax fund.

Motion by Henry, second by Kerber to approve the Brownfield reimbursement as requested.

Valentine abstained.

Yeas: Erdmann, Gawreliuk, Henry, Herrera, Kerber, Varney, Bolt
Nays: None.

Motion carried.

8. General Comments

None.

9. Adjourn

Motion by Henry, second by Erdmann to adjourn at 5:07 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,
Marsha Ransom
Recording Secretary

Planning Commission

Regular Meeting Minutes Thursday, June 5, 2014 7:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

Present: Miles, Peterson, Smith, Stimson, Wall, Webb, Heinig
Absent: Frost, Paull

Motion by Wall, second by Smith excuse Paull and Frost.

All in favor. Motion carried.

3. Approval of Agenda

Heinig, as Chair, noted that Mr. Tom Brussee has withdrawn his request for a special use permit at 38 North Shore Drive. There have also been additions to the agenda: the election of officers and a review of progress by the sub-committee on the draft noise ordinance.

Motion by Smith, second by Miles to approve the June 6, 2014 regular meeting agenda without the 38 North Shore Drive request and with the addition of the election of officers and a review of progress by the sub-committee on the draft noise ordinance.

All in favor. Motion carried.

4. Approval of Minutes – May 1, 2014

Motion by Wall, second by Peterson to approve the May 1, 2014 regular meeting minutes as written.

All in favor. Motion carried.

Election of officers.

Heinig opened the election of officers.

Nomination by Wall for Dave Paull as Chair. Second by Smith.

Motion by Wall, second by Smith to close the nominations for Chair.

All in favor. Motion carried.

Heinig called the vote for Dave Paull as chairman.

All in favor. Motion carried.

Nomination for Co-chair was opened.

Motion by Wall to nominate Larry Heinig for Co-chair. Second by Miles.

Motion by Wall, second by Smith to close the nominations.

Heinig called the vote.

All in favor. Motion carried.

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

None at this time.

6. New Business – Public Hearings

- a. Steve Schlack is seeking preliminary approval to amend Phase 2 of Riverwatch Condominium development to eliminate the proposed 25 unit residential building and add a fourteen-unit (14) parking garage and additional green space for the existing units. The development is located at 815 E. Wells Street.**

Anderson noted that amending the condominium development plan has to go through the same process as approving a Planned Unit Development (PUD); there will need to be an introduction; then a preliminary review and a public hearing at the next meeting. The final approval will rest with the city council.

Anderson explained that since there were several things missing from the application, this request will be treated as a preliminary review. Missing from this application include: legal descriptions; access drives; utility hookups, proposed landscaping and ground cover.

Anderson noted that we will open the public hearing for the special use, and then continue the public hearing for the next meeting. Anderson suggested that the commission first consider the amendment, which fits the category of the preliminary hearing. The public hearing on the special use permit for the lot split will follow.

Heinig asked if the applicant or a representative of the applicant were present.

Steve Schlack, 815 East Wells, Riverwatch Condominiums. Noted that the outlined goal for him tonight is to see if we have a consensus whether this is something the Planning Commission would approve, before he gets into the more costly aspects, and to answer any questions the board may have.

Smith asked for clarity on exactly where the proposed garages and single family home would be going; he found the drawings in the packet were hard to understand. Schlack noted he has a better preliminary site plan, which he passed to the Planning Commission. Schlack noted that while it was slow going, the Riverwatch Phase One is now sold out; his main goal with this request is to provide more storage for residents. The changes to the Phase Two portion will accommodate that need.

Heinig asked the commission if they want to do the public hearing on the proposed lot split before voting on this portion of the application. Heinig then asked Anderson her view. Anderson noted that if you approve this you are de facto approving the lot split. Anderson feels it is important at this point to move on to part B of the request and then come back to part A.

Smith asked if this request is atypical. Anderson said no, there are usually things that are missing from a preliminary review.

Heinig suggested, upon no further comment, proceeding to Item B.

- b. Steve Schlack is also seeking a special use permit to split off a portion of the Phase 2 parcel for the development of a single family home. The development is located at 815 East Wells Street.

Anderson stated that Schlack is proposing to remove approximately sixteen thousand (16,000') square feet from the condominium plan and use that portion to develop a single family home outside of the condominium development. That request is for a special use permit to construct the single family home in the B-3 zone. Anderson explained that the commission needs to have a public hearing on the request.

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

All in favor. Motion carried.

Heinig asked if there are people who would like to speak.

Mark Gale, Riverwatch Condominiums. Gale stated that he previously owned a unit in the South Haven Marina Townhomes. There was also a vacant lot and eventually put up the garages; it was the best thing he ever did. This request seems similar to that and this is an asset; the previous site was an overgrown vacant lot used for overflow parking. This would be an asset to the city of South Haven.

Anderson noted if the Planning Commission feels they are going to go ahead with the split her suggestion would be to not take official action tonight; carry it over. You may have discussion, ask the applicant questions but do not close the hearing; move to continue it until the matter of the overall amendment is decided.

Motion by Wall, second by Peterson to continue the public hearing until the next time the matter is before them.

All in favor. Motion carried.

Heinig called for comments and questions from commissioners.

Smith asked whether if this portion of the condominium plan is split off, it be out of the condominium. Anderson responded that is correct; the proposed amendment is two-fold: 1.) replace the approved Phase 2 condominium units with garage/storage space and open space, and 2.) remove another portion entirely for the home.

Wall asked if these changes affect the PUD. Anderson said it is actually a condominium project and a major amendment still has to go through the PUD process. That process requires that a public hearing be held, after which City Council has the final say.

Schlack stated that just like with the amendment request, he is looking for feedback and to get a feeling for which way the board is heading. Schlack understands that a single-family home can be kind of contentious and bring public attention. Schlack pointed out that the only way to gain access to the Phase 2 portion of the property is over a residential parking lot. Since the property is zoned B-3 he cannot put a business there. Therefore Schlack is asking for the special use permit for the single family home.

Heinig noted that he wanted to comment on the standards; under Standard H, it states that “the special land use shall conform with all standards in this ordinance and other applicable city ordinances” and references Zoning Ordinance Section 901-17 which states, “in addition to the standards found in Section 1502 of this ordinance, the applicant shall demonstrate that the conversion is of substantial benefit to the City of South Haven and the waterfront business community.” Heinig does not believe that the application demonstrates substantial benefit to the city or the waterfront community.

Wall commented, noting that she is not being argumentative, that the property cannot be used for business because the access is over a residential parking lot. Anderson pointed out that there was a case in the last year where an applicant wanted to do something similar, the applicant went before the Zoning Board of Appeals (ZBA) which denied the request, said the ordinance was clear. The applicant went to court and the court upheld the zoning board’s decision. Anderson

added that she mentioned this to Mr. Schlack and that she did not see the board of appeals approving a similar request, especially in light of the court decision.

Wall asked if he could do anything with it if he cannot have a business, other than just a vacant lot. Wall asked Heinig's thoughts on this. Heinig replied that he already has a permitted use approved for the property in the way of a condominium project.

Rob Keorkunian, 815 Wells, Riverwatch Condos: Trying to understand Heinig's comment of there being no benefit. "What would be of no benefit? There are less taxes being paid than if there were garages and a single family home. Stated that resident do not want the Phase 2 area to be used for commercial use; he understands that the regulations will not permit that. "Since that portion of property is land-locked, I can't understand Heinig's comment."

Heinig explained that that portion of the property is not isolated or totally unusable; it is part of the condominium development at this time. Smith noted that verbiage to explain this is right in the ordinance. Smith added that there is a lot of land and property down there on the waterfront that the city and the commission do not want to see turn into an area of just single family homes.

Wall said the B-3, Waterfront Business zone, was set up with the idea to keep it available for businesses that serve the marina/boating community and for green spaces so the public can enjoy the waterfront. Wall noted this is a community; it is not just about one residence.

After further back and forth between the board and Keorkunian, Anderson interjected with a reminder that the current discussion was occurring outside of a public hearing. If it is to continue, the commission should reopen the public hearing since it was only continued, not closed.

Heinig noted that Keorkunian can talk to the commissioners or Anderson after the meeting.

Wall said the Planning Commission needs more information.

After a question from Smith, who asked if the commission is considering the garages, too, Anderson responded that we are looking at all of it; removing property, the development of the single family home, and building the garages. Anderson pointed out that the commission can withhold preliminary approval; giving preliminary approval allows the applicant to know he can move forward. If the commissioners are not comfortable, Anderson suggests tabling the request.

Motion by Miles to wait to make a decision until the next meeting, until all the information is available and the public hearing is held on the condominium amendment. Second by Wall.

All in favor. Motion carried.

7. Other Business – Review of Draft Noise Ordinance

Webb noted the sub-committee is in the process of making changes to their draft. Heinig explained that some of the changes that came to the sub-committee's attention include the 11:00 p.m. shut off of music, and another segment where they would reduce the decibels. Anderson said from 1:30 a.m. to 7:00 a.m. the committee is advising requiring ambient noise only. Not yelling, not screaming, not loud music. Ambient noise is generally at about forty-five (45) to fifty (50) decibels, according to Anderson, who noted that the city code did not have that decibel level requirement before, but was allowing noise overnight at the seventy (70) to seventy-five (75) decibel range.

The ordinance has been very complicated and difficult to enforce. Anderson noted that the sub-committee is trying to make this ordinance a whole lot easier to understand and enforce.

Heinig commented that Police Chief Martin and the Deputy Chief have been extremely cooperative and helpful to the committee, regarding things we could do to make things easier. He also told the commission about the sound testing done at Listiak Auditorium to help the committee understand and hear the difference in different decibel levels of a variety of sounds. Chief Martin sent a representative to that meeting who was very helpful. Heinig said the head of the housing commission, the mayor and people at Old Harbor Village have been equally helpful. Heinig expressed the need to make the ordinance very solid, fair and easy for everyone to understand including police, bar owners and residents.

Webb noted that the committee was operating under the assumption of the police enforcing ninety (90) and seventy-five (75) decibels, which is what our original draft was based on; then it was realized that commercial abutting up to residential after 11:00 at night should be enforced at sixty (60) decibels. We are trying to go with 60 decibels at 11:00 at night and then down to ambient after 1:30 a.m.

Wall commented that as a council member she gets quite a few calls on the noise ordinance. Wall wanted to point out, "When you bought where you are living, did you not notice there was a bar next door?"

Anderson informed that the committee researched lakeshore and resort community noise ordinances. Allowing only ambient noise after the bar closes was fairly common. "That is good; at that point the city should be quieting down. It's a gradual progression of noise."

Heinig noted that the whole commission will see the draft at the next meeting.

Wall had a question about the penalties to which Anderson responded we are looking at making those stiffer. Discussion ensued around fines going exponentially higher for repeat offenses. Wall suggested we need to make sure that the bar owners understand that we are serious because this has been a problem for years; \$50 - \$100 is nothing to bar owners who can make that in less than an hour. Wall strongly suggested that the fine keeps doubling until the bar owners understand the rules and know this is how it goes. "If we hit them hard enough with fines they will learn and they will play nice," Wall commented. Wall will be bringing this strong suggestion to council because every year

the city goes through this and she strongly suggests the bar owners be hit with financial incentives.

Anderson commented on the B-3 amendment; city council has been reviewing the amendment the planning commission made and is thinking some of it may not be clear enough. Council has asked for clarification to be added. Anderson worked with the city attorney to develop clearer provisions. Anderson noted that the Ordinance specifically states that one family detached dwellings a.) Must show substantial benefit; b.) No other permitted use could be developed on the lot; c.) Applicant's inability to use the lot for another permitted use is not a self-created situation and, d.) Special use permits shall not be granted for any lot split after January 2014. This would eliminate creating new lots in that zone. Additionally, any site plan must satisfy the special use standards of the ordinance. The new parts are that the need for a special use permit cannot be self-created and lots cannot be split solely to build a single family home. This is not in the ordinance now but is in the proposed amendments.

Motion by Wall to schedule a public hearing on the B-3 amendment. Second by Smith.

All in favor. Motion carried.

8. Commissioner Comments

Wall: Thanks for letting me rant; I feel much better and my husband will be happy! Don't forget this weekend is Cruising for Kylie. Lots of classic cars and benefits cystic fibrosis; it's a wonderful car show and Kylie is a local girl who has cystic fibrosis.

Heinig: Thanks for your patience as I chaired the meeting tonight.

There were no other comments.

9. Adjourn

Motion by Wall, second by Smith to adjourn at 7:48 p. m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Local Development Finance Authority

Regular Meeting Minutes

Monday, April 14, 2014
4:00 p.m., Council Chambers
South Haven City Hall



City of South Haven

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

2. Roll Call

Present: Erdmann, Gawreliuk, Klavins, Valentine, Varney, Bolt

Absent: Henry, Herrera, Kerber, Rainey

3. Approval of Agenda

VandenBosch requested the addition to the agenda of Item 11a. Fencing Expense.

Motion by Valentine, second by Klavins to approve the agenda as amended.

All in favor. Motion carried.

4. Approval of Minutes – March 10, 2014 Regular Meeting

Motion by Erdmann, second by Klavins to approve the March 10, 2014 Regular Meeting Minutes as written.

All in favor. Motion carried.

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

None at this time.

6. Financial Report

VandenBosch reviewed the Financial Reports.

Motion by Gawreliuk, second by Klavins to approve the financial reports as presented.

All in favor. Motion carried.

7. 220 Aylworth Avenue Offer

VandenBosch said the realtor we are working with received an offer of \$25,000 for almost two (2) acres of the site, and noted that there are no seller expenses for utility connections.

Because this property has a large building, rather than vacant land, VandenBosch stated he would usually work with an attorney to put together a proposal for a sale. This time the city is working with a realtor so any offers that come in will be going to this board for approval.

VandenBosch noted that our listing price for the entire property is \$750,000. VandenBosch has a few thoughts on the site. We have a number of people who have looked at the Bohn site, some of whom certainly have at least a warm interest in purchasing the site. One has a fairly substantial investment in mind for the site. Another has a proposal that could mean forty (40) to fifty (50) potential jobs. In particular, the interested party with the large investment in mind needs the entire site and would have setback problems if they did not have the entire site.

VandenBosch noted that this purchase agreement is a valid offer. This board's response could be to counter with a dollar amount; the response could be to say we do not want to split it off at this time but there is an agreement with a broker so we cannot just say we are not selling it.

Bolt requested comment from Cindy Compton, the realtor with whom the city has an agreement.

Compton noted that over the winter she got to know the building pretty well. During the MLS listing there have been two (2) client hits and many broker hits. Compton stated that she conducted seven tours, not including going in there with some trades. Had two people into the office building with some interest in the vacant portion. Prospects we have been working with say it would not stop them if the property did not include that portion.

Compton noted that lack of access to rail has been an issue for some potential buyers. One current inquiry is a consultant out of Florida. Of the prospects that have been through two (2) are food processors.

One processor who has been in the building the most has, according to Compton, been processing for over a year and has more than doubled his processing during that time. He has been working with others to utilize the entire building by bringing in more than one business.

Compton continued, "We have had two manufacturers in the building, one from Allegan and one from Kalamazoo." The general feedback is that the building is large and most all who have been interested would want to have more than one business in there.

Compton noted that the big question from potential buyers is the trench and that it was hard to get around the building due to the snow. Compton voiced appreciation for the cooperation of city staff in keeping access available during the snow season.

Bolt asked about the current proposal. Compton said the person who made the offer is a local doctor who lives around the corner from the property and does not have any business plan for it. The potential buyer just wants the property to putter around on. Compton noted that the potential buyer would have expense in providing water for it. There is a clause in the sales agreement that he would pay for any required environmental work.

Compton said any of the potential buyers we have had said they would not have use for the whole property, so would eventually want to do a split. Discussion ensued about the reasons for interest and cost of hookups for utilities.

Bolt pointed out that the sales agreement lists South Haven Redevelopment as the seller and since that is who the city purchased the property from he hopes no one is going to pay them again. Compton commented that she had not noticed that and will see that it is corrected.

Valentine reiterated that the property's entire list price was \$750,000 and this is an offer for \$25,000 for 2.5 acres and a pole building. Valentine does not see the advantage to the LDFA (Local Development Finance Committee) for the sale.

VandenBosch said at the time a previous party was interested our initial offer was \$100,000, plus the substantial cost for utilities. That proposal would bring about ten (10) jobs.

Bolt asked Compton her feelings regarding whether or not the LDFA (Local Development Finance Committee) accepted this proposal. Compton stated that it would not offend her if the LDFA (Local Development Finance Committee) turned down this offer. Valentine suggested that the LDFA (Local Development Finance Committee) could counter, however she does not see an advantage.

Varney asked whether timing of looking at the property would affect things. Compton said while it does make a difference with residential sales, it does not seem to matter with business lookers.

Klavins asked where the person who made the offer wants his access to be from. VandenBosch said the proposed easement on the west is intended to provide easement to any others.

Varney said we have seventeen (17) acres and the proposal is for two acres for \$25,000. Klavins said the potential buyer wants the property for personal uses, which does not bring jobs. Valentine reminded that there is not money available to buy more industrial land. Varney projected what the total would be if all seventeen (17) acres were sold for that price of two (2) acres for \$25,000. Compton noted the land valuation done by Shea in 2010. Erdmann is concerned how splitting this acreage off will potentially affect a future buyer who wants the whole property and how it will affect the access for the entire property.

Klavins mentioned that this price could affect future buyers who might want to buy the rest at a similar price.

Valentine thinks it is premature to subdivide it. Klavins noted that the purpose or use of the potential buyer does not fit the board's purpose in acquiring, developing and selling land.

Motion by Valentine to reject the offer because it is premature to subdivide at this time. Second by Erdmann.

All in favor. Motion carried.

8. Economic Development Report

McCloughan gave an overview of economic development activities.

10. General Comments

There were none.

11. Executive Session

The Local Development Finance Authority will move to a closed session under Section 8(d) of the Open Meetings Act to discuss a potential real estate acquisition.

Motion by Klavins, second by Erdmann to move to closed session.

A roll call vote was taken.

After discussion the board adjourned and moved to open session.

11a. Fence Expenditure

Bolt is concerned about liability and commented that if the building falls now the city has not taken action so is not liable. "If the city puts a fence up and someone goes over it and the building falls or someone is injured what is the city's liability?" VandenBosch responded that the attorney said the city is in trouble both ways but having the fence is the better of the two scenarios. Bolt commented that his impression is that this process will drag on.

Valentine said she called the police Saturday evening. Overhead doors have been left standing open and there have been kids going in and out. Valentine queried whether it would be possible to ask the police to patrol that area more routinely.

Bolt noted that survey flags have turned up on the subject site. VandenBosch said the city is in the process of having the property surveyed and doing initial environmental surveying in the area. VandenBosch said the fence will be a special assessment.

Erdmann asked if it is possible that the city could pay for this fence out of the general fund. VandenBosch responded that he is asking the board if they want to be in the lead of resolving this problem. "Have we (the LDFA) been asked by City Council to do this?" VandenBosch asked, and responded "Not yet but we (the LDFA) probably will be." Erdmann noted that \$25,000 is not small change.

Motion by Erdmann to postpone paying for a fence until the City Council has a chance to discuss it themselves. Varney asked if the City Council has discussed it. VandenBosch responded that the council has discussed it but it was in executive session. Varney commented that she would like to know if the city is going to step up for something like this.

Second by Varney.

Varney says if the city has something in mind, we should be working together. Erdmann would like to see the city decide whether the city is going to pay for it or not.

April 14, 2014
Local Development Finance Authority
Regular Meeting Minutes

All in favor. Motion carried.

12. Adjourn

Motion by Klavins, second by Valentine to adjourn at 4:57 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



Agenda Item 6

Riveer IFT Introduction

Background Information:

The City Council will be asked to set a public hearing for consideration of an Industrial Facilities Tax Exemption Certificate for Petter Investments, Inc., dba Riveer, located at 233 Veterans Blvd.

The tax exemption request, which totals approximately \$75,783, is for real construction and new personal property acquired by the company. The applicant notes that the company anticipates creating 15 new jobs at their facility, and retaining 34 jobs, as a result of the project. The company indicates that the construction and personal property is for the creation of an engineering department office, which required space and office equipment.

Riveer was founded in 1983. Riveer features a range of wash rack systems, along with industrial and military grade pressure washers. The company makes products which are designed to keep equipment clean, combat corrosion, and reclaim as much water as possible.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for Riveer is \$9,906 over the 12 year life of agreement if all machinery is included in the certificate. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

Recommendation:

The City Council should consider approval of Resolution 2014-33: A Resolution which sets a public hearing for an Industrial Facilities Exemption Certificate requested by Petter Investments, Inc., dba Riveer.

Support Material:

Staff Report – Riveer IFT
Resolution 2014-33

MEMORANDUM

DATE: July 8, 2014

TO: Brian Dissette, City Manager

FROM: Connie Phillips-Thompson, Deputy Assessor

SUBJECT: Resolution to Set a Public Hearing for an Industrial Facilities Tax Exemption Application for Petter Investments Inc., dba Riveer

Petter Investments, Inc. dba Riveer has filed an application for an Industrial Facilities Tax Exemption Certificate on June 12, 2014 with a location of 233 Veterans Blvd. The application listed the estimated cost of real construction at \$59,487 and the estimated cost of the acquisition and installation of machinery and equipment at \$16,296 (rounded).

Petter Investments, Inc expects to retain 34 jobs and create 15 new jobs at this facility as a result of this project.

The estimated 12 year tax savings is \$9,906.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-33

A RESOLUTION SETTING A PUBLIC HEARING DATE
FOR CONSIDERATION OF AN APPLICATION FOR AN
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE REQUESTED BY
PETTER INVESTMENTS INC. dba RIVEER

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on July 21, 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 June 12, 2014 the City of South Haven received an application from Petter Investments Inc. dba Riveer, 233 Veterans Blvd, South Haven MI 49090 for issuance of an Industrial Facilities Exemption Certificate pursuant to Act 198, Public Acts of 1974, as amended, the Plant Rehabilitation and Industrial Development Districts Act, for an industrial development project located at 233 Veterans Blvd; and

WHEREAS, an Industrial Development District, known as Industrial Development District No. 95-02, within which the project is located has previously been established by the City of South Haven; and

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

BE IT THEREFORE RESOLVED, that a public hearing for consideration of the application for an Industrial Development Exemption Certificate submitted by Petter Investments Inc. dba Riveer on June 12, 2014, shall be conducted by the City Council on August 4, 2014 during the regular City Council meeting which begins at 7:00 p.m. local time in the City Council Chambers at 539 Phoenix Street in the City of South Haven; and

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

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

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

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

Memo

To: Brian Dissette
City Manager

From: Jeannine Blair
Special Events Coordinator

Date: July 18th, 2014

Re: Blueberry Festival 5k/ 10k
2014-42

This 5k /10k race is scheduled for August 9th, 2014 during the Blueberry Festival weekend. The race will start at 7 am and end at approximately 11 am. The number of people expected to run in this race is 1,500.

The sponsoring Organization for this event is South Haven Health Systems and like in years past they request to have police officers staffed that day to escort the race. They request to have one officer in the lead and one behind.

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY	
Special Event #	<u>2014-42</u>
Date Received	<u>7/19/14</u>

The Special Events & Festivals Information Pamphlet must be read before filling out this application.

Complete and return this application to the Parks and Recreation Office at least 21 business days prior to the start of the event.

A new application must be submitted each year.

I have read the Special Events & Festivals Information Pamphlet and will fill out this application completely; agreeing to follow all policies and regulations set by the City of South Haven.

HM 7/17/2014
Initial Date

CONTACT INFORMATION

Event Title: Blueberry Festival 5k/10k
Sponsoring Organization: South Haven Health System
Applicants Name: Hannah McFarland
Telephone #: 269-639-2885 Phone # During Event: _____
E-mail Address: hmcfarland@sh-hs.org

Other contacts for/during event

Name: Charlene Wilson Telephone: 269-639-2803
Name: Lynn Kelley Telephone: 269-639-2804

EVENT SPECIFIC INFORMATION

Event Location: Downtown
Date(s) Requested: Aug 9th Alternative Date(s): _____
Start Time: 7am End Time: approx 11am

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

Number of people expected to attend: 1,500 runners

EVENT DESCRIPTION

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

This is intended to be used as an application for a police escort for in front and in back of the annual Blueberry Festival Race. Last year we had one officer lead the race but this year we would like to have one leading and one following. I was told to fill out an event request so that there would be enough officers staffed that day to escort the race.

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

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

- City property or city park use. Show locations of fencing, barriers, or barricades. Include streets and/or sidewalks to be closed or barricaded on map(s).** To ensure requested items, such as cones or barricades, are reserved and available for the day of the event, please complete the **CONES AND BARRICADE REQUEST FORM** and submit it with the Special Events & Festival Application. Requested items are available Monday through Friday during office hours between 7:00am and 3:30pm; the office is closed during lunch from 12:00pm to 1:00pm. Should you require an alternate time a **\$50 After Hour Charge** will be assessed. Please note, if the Cones and Barricade Request Form is not submitted, the City of South Haven can not guarantee the requested items will be available for the event, **first come - first served, limited quantity available.**
 - Barricade Request: Mark locations on maps. Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.
 - Cone Request: Mark locations on maps. Cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

Explain closure _____

- Entertainment, dance, tent or stage. Mark locations on maps.
- Event Command Post. Mark location on maps.
- Dumpsters and/or trash containers. The Mark location on maps.
- Portable toilet facilities. Mark locations on maps. How many? _____
The City requires the use of portable facilities for events expecting over 500 attendants.
- Parade. Mark beginning area, the route* (with arrows) and finish area on maps
*If Business Route I-196 needs to be closed for the Parade you will need to contact Department of Public Works at 269-637-0737 to obtain a MDOT permit for road closure.
- Participants. Mark parking areas, bus locations, and special passengers on maps.
- Relay event. Indicate "hand-off" points and areas of participant equipment impact.
- Aircraft landing / hot air balloons. Mark location on maps.
- Fireworks/pyrotechnics site. Mark location on maps.
- Vendors/General Merchandise concession areas. Mark areas on maps. Name of contact person for vendor(s)

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

Name: _____ Telephone: _____

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

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

Name: _____ Telephone: _____

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

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

ADDITIONAL EVENT INFORMATION

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

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

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

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

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

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

CITY SERVICES

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

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

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

Will you require additional police services: Yes No
If yes, explain: We need two officers, one to lead the race and one to follow, like last year.

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

Additional fire information: Mark all that apply

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

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

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

INSURANCE

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

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

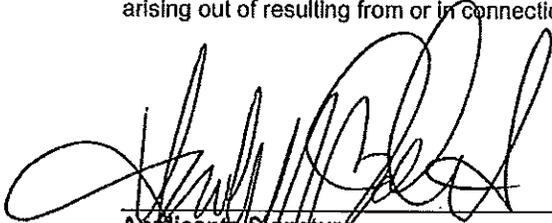
REMINDERS

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

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

INDEMNIFICATION AGREEMENT

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



Applicants Signature

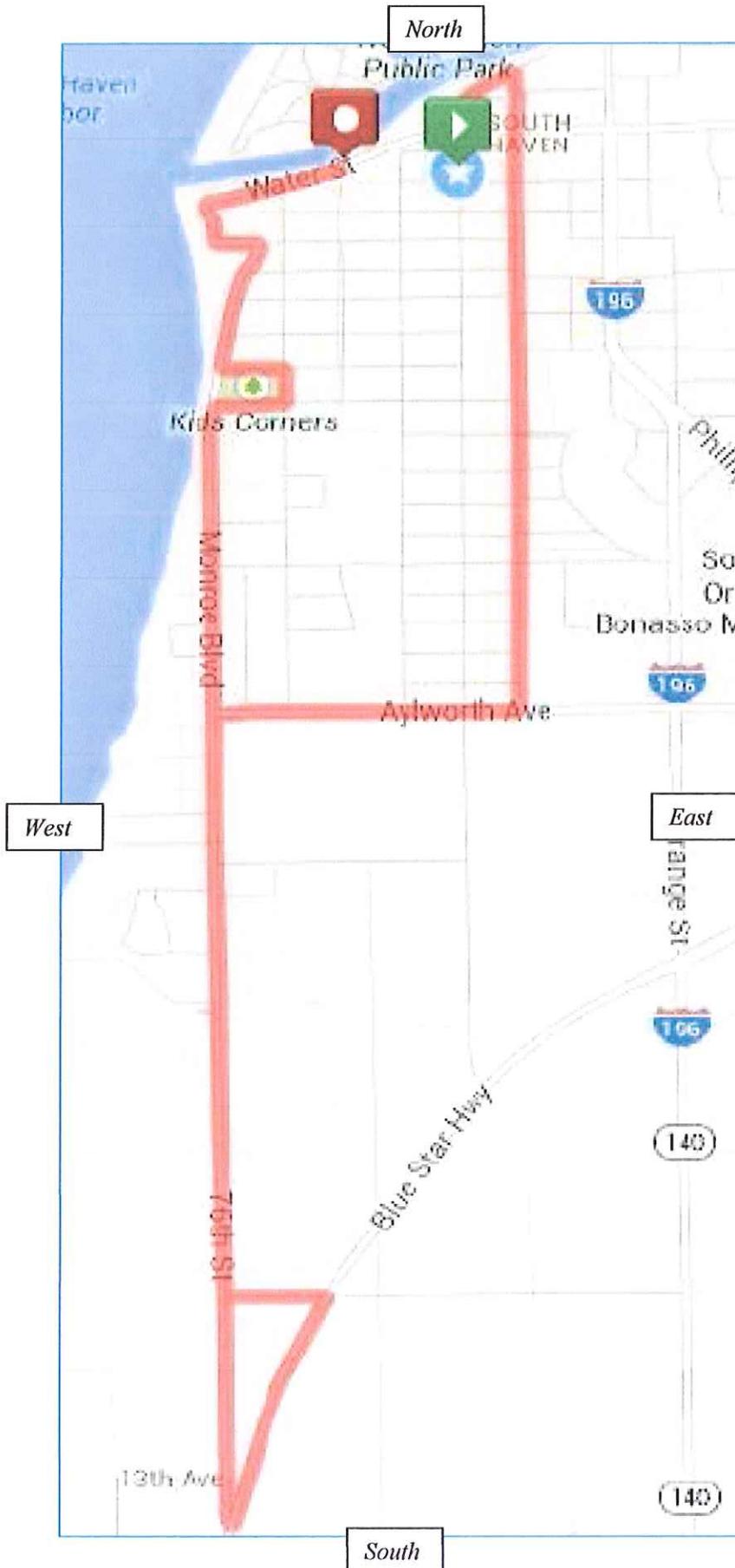
7/16/14

Date

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

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

Unofficial 10K Route. Updated 7/29/13.



Starting on Kalamazoo Street, between blocks of Huron and Erie Street (to be determined by company certifying course).

Go North on Kalamazoo.

Roads turns to the east, turning into Williams Street.

Turn right (south) onto Center St.

Take Center Street to Aylworth Avenue. Turn right (west) onto Aylworth Avenue.

Turn left (north) onto Monroe Blvd.

Turn left (east) onto 12th Avenue.

Turn right (southwest) onto Blue Star Hwy, A-2.

Turn right (north) onto 76th Street. 76th Street turns into Monroe Blvd.

Stay on Monroe Blvd until you come to "Kid's Corner".

Turn right (east) onto South Haven Street, next to Kid's Corner.

Turn left (north) onto St. Joseph St.

Turn left (west) onto Monroe St.

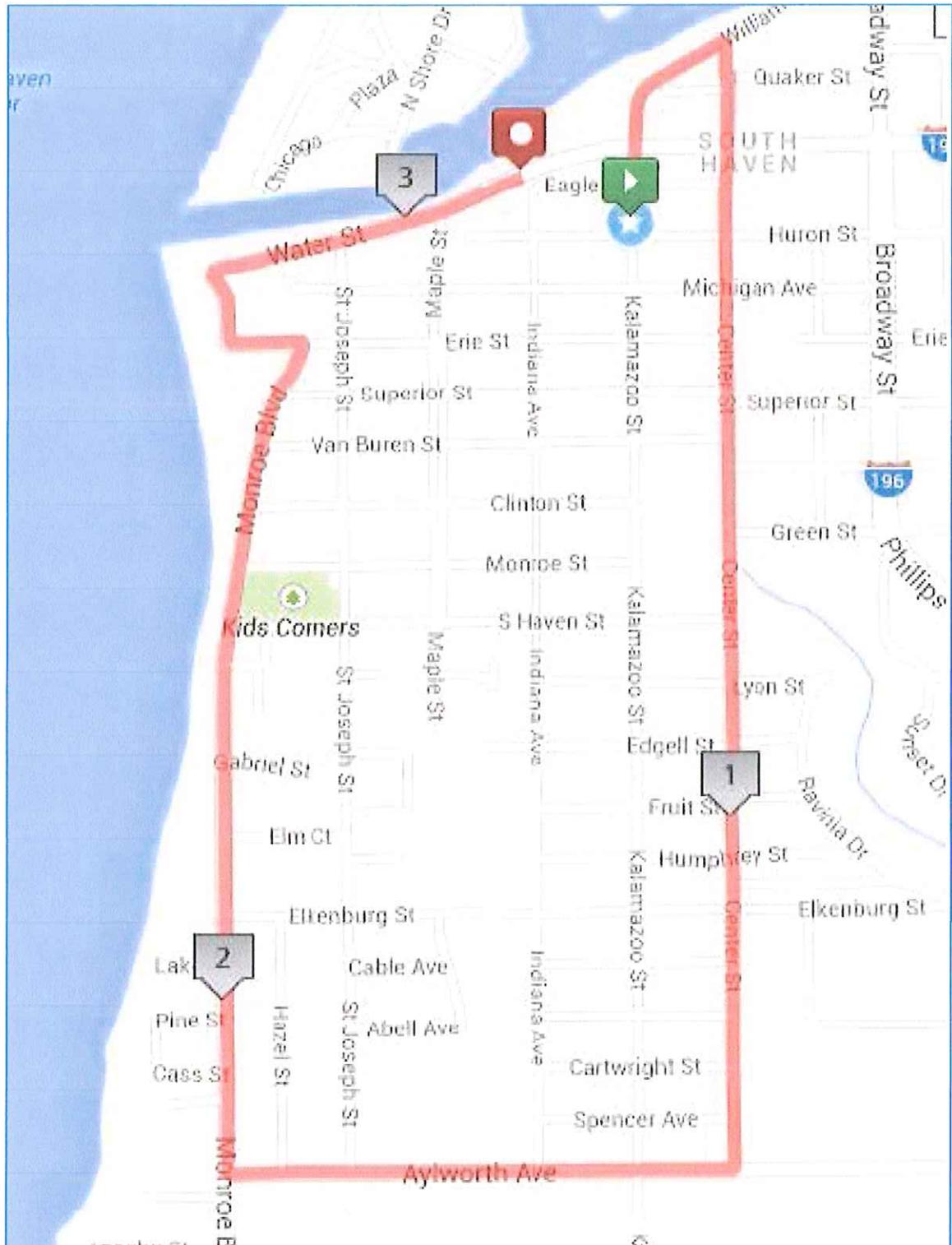
Turn right (north) onto Monroe Blvd.

Turn left (west) onto Erie St.

Turn right (north) onto Water Street, staying closest to the beach.

Continue to follow Water Street back to the Marina/finish line.

Unofficial 5K Route. Updated 7/29/13.





Agenda Item 8

State Police Post Lease Agreement

Background Information:

The City Council will be asked to consider approval of a lease agreement, with Frost Law Office PLC, for the use of the Michigan State Police Post, located at 720 LaGrange Street.

The South Haven Michigan State Police Post was closed for operation by the State of Michigan. At that time the ownership of the building at 720 LaGrange Street reverted from the State of Michigan to the City of South Haven. In the past two years, the city has made improvements to the building (e.g., painting, cleaning, updating the wiring,) which allowed the South Haven Police Department to temporarily operate from the building, while the Police/Fire Complex was rebuilt. Since the South Haven Police Department vacated the building at 720 LaGrange Street has been empty. Recently, Mr. John Frost, Frost Law Office PLC, approached city officials about purchasing the building, to be used as office space for their law office. At this time, the city cannot sell the site due to title issues. The city holds title to a portion of the overall site, with the State of Michigan still holding title to the back parking lot and storage building. Should the city acquire title to the full site, Frost Law Office PLC may have an interest in purchasing the overall site.

The lease agreement is a one year agreement, and has a monthly cost of \$800. The lease allows for annual renewals, but cannot extend beyond five years. The lease agreement does require the city to provide water, sewer, electric, and gas utilities. The tenant shall provide telephone and other communications and data services. The tenant shall be responsible for all exterior and interior maintenance and repairs. The agreement allows the tenant to deduct the costs of any repairs (but not maintenance) it makes to the premises from monthly rent; provided that the tenant submits paid invoices or documentation to the city. Any repairs which exceed \$500 must be approved in advance by the city.

The lease agreement requires the tenant to obtain and maintain a general liability insurance policy, with a minimum of \$1,000,000 per occurrence, for the building, which holds the city as an additionally insured. Should the city acquire title to the full MSP site, and should the tenant desire to purchase the site, and the City Council desire to sell the site, the agreement includes a credit of up to 50% of the lease payments to be applied towards the purchase of the site.

Given that the facility is currently vacant, and that the city has no immediate plans for the site, staff recommends approval of the lease agreement. Approval of the agreement allows for a local business to expand, and fills a vacant facility.

Recommendation:

The City Council should consider a motion to approve a lease agreement, with Frost Law Office PLC, for the use of the Michigan State Police Post, located at 720 LaGrange Street.

Support Material:

DRAFT Lease Agreement; 720 LaGrange Street
720 LaGrange Street Site Map

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into as of _____, 2014 (the "Effective Date"), between the **City of South Haven**, a Michigan municipal corporation ("Landlord"), of 539 Phoenix Street, South Haven, MI 49090 and **Frost Law Office PLC**, a Michigan professional limited liability company ("Tenant"), of 403 Broadway Street, South Haven, MI 49090.

RECITALS

A. Tenant desires to rent from Landlord certain premises owned by Landlord consisting of approximately 3,600 usable square feet of building space commonly known as 720 LaGrange Street, South Haven, Michigan 49090, as further described on the attached **Exhibit A** (the "Premises").

B. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lease of the Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises subject to the terms and conditions of this Lease.

2. Permitted Use; Occupancy. Tenant shall use the Premises for a law office. Tenant shall furnish and equip the Premises, and shall be open to the public for business in the Premises not less than 10 hours per week. Tenant agrees at all times to keep the Premises in a reasonably neat and clean condition, and shall at all times comply with all laws, ordinances, rules and regulations affecting the Premises.

3. Term. The term of this Lease shall be for one (1) year beginning on the Effective Date and ending on the first anniversary of the Effective Date. Thereafter, this Lease shall continue on a month-to-month basis unless either party terminates this Lease by giving 30 days prior written notice to the other party; provided, however, that the term of this Lease shall in no event continue for more than five (5) years after the Effective Date.

4. Rent. The rent for the lease of the Premises shall be \$800 per month, payable in advance on the first day of each month during the lease term. After the initial one-year term of this Lease, and each year that this Lease continues thereafter, rent shall be increased to an amount determined by multiplying the rent due during the immediately preceding year by a fraction, the numerator of which is the difference between CPI (as hereinafter defined) for June of the current year and CPI published 12 months prior thereto and the denominator of which is the number 100. For purposes of this paragraph, "CPI" means the Consumer Price Index - U.S. City Average for All Items for all Urban Consumers" (1982-1984 = 100) which is published monthly in the Monthly Labor Review by the United States Department of Labor.

5. Condition of Premises. Landlord shall deliver the Premises in its current “as-is” condition and Landlord makes no representations or warranties as to the condition of the Premises.

6. Utilities. Landlord shall furnish to Tenant water, sewer, electric and gas service for the Premises at Landlord’s cost. Tenant shall pay for the cost of all other utilities supplied to the Premises, including telephone and other communications and data services. Tenant shall make such payments to the utility company directly.

7. Maintenance. Tenant shall be responsible for all exterior and interior maintenance and repairs of the Premises, including without limitation all maintenance and repairs to mechanical, plumbing and electrical systems serving the Premises as needed to keep them in sound working order and in compliance with applicable legal codes. Notwithstanding the foregoing, Tenant shall have the right to deduct the cost of any repairs (but not maintenance) it makes to the Premises from monthly rent; provided that Tenant submits to Landlord paid invoices or other documentation evidencing such costs. Any repairs that exceed \$500 must be approved in advance by Landlord.

8. Alterations. Tenant shall not make or cause to be made, or allow to be made, any alternations, additions, or improvements to the Premises, including, installation of any painting, signs, floor covering, lighting, fixtures or the like, or alteration of mechanical or electrical systems, without the prior written consent of Landlord. Any alterations, additions, or improvements consented to by Landlord shall be paid by Tenant and upon expiration of this Lease, Tenant shall be responsible for returning the Premise to the condition prior to alteration, addition, or improvement.

9. Indemnification and Insurance. Landlord shall not be responsible for any loss or damage from whatever cause to personal property located at the Premises. Tenant shall hold Landlord (defined for purposes of this paragraph to include Landlord’s officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to Landlord) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from Tenant’s use and occupancy of Premises. Tenant shall obtain and maintain a general liability insurance policy covering the Premises and Tenant’s activities at the 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 Tenant on the Premises equal in amount to the full insurable value of such improvements. All policies shall name Landlord 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 Landlord, shall be provided to Landlord. Upon request Landlord shall be provided copies of the policies of insurance and all endorsements.

10. Assignment and Subletting. Tenant may not assign, sublet or in any manner transfer this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole discretion.

11. Destruction. If, during the term of this Lease, the Premises shall become partially or totally untenable by a natural disaster or other casualty, this Lease shall terminate and neither party shall have any further obligation hereunder.

12. Default and Remedies. If Tenant shall default in the performance of any covenant or condition of this Lease and shall not cure such default within 7 days after written notice from Landlord specifying the default, Landlord may terminate this Lease.

13. Amendment and Waiver. This Lease may not be modified or amended except by an instrument in writing executed by Landlord and Tenant. Failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term of this Lease.

14. Notices. All notices required under this Lease shall be in writing, and shall be deemed to be given if mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this Lease, or to such other address as either party may furnish to the other in writing, during the term of this Lease.

15. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant observing and performing all the terms, covenants and conditions on its part to be performed and observed, Tenant may subject to the terms of this Lease peaceably and quietly hold, occupy, possess and enjoy the Premises for the full term of this Lease. Landlord may access the Premises as needed to perform its responsibilities under this Lease and to make reasonable inspections of the Premises.

16. Applicable Law; Severability. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease, or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

17. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant, and there are no agreements, understandings, warranties, or representations between the parties other than those set forth herein.

18. Credit Toward Purchase. In the event that Tenant purchases the Premises from Landlord, then Landlord agrees that Tenant shall receive a credit toward the purchase price of the Premises equal to 50% of the rent that Tenant has paid to Landlord under this Lease as of the closing date of such purchase.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

Landlord:

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

By: _____
Amanda Morgan, Clerk

Tenant:

FROST LAW OFFICE PLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Description of Premises

Lots four (4) and five (5), Block one(1), Ravinia Park Addition to the City of South Haven, State of Michigan, according to the recorded plat thereof.

GRAPIDS 57671-1 328162v2

