

City Council

Regular Meeting Agenda

Monday, October 6, 2014
7:00 p.m., Council Chambers



1. Call to Order

2. Invocation

- Pastor Jeffrey Dick – First Congregational

3. Roll Call

4. Approval of Agenda

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

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

A. Council will be requested to approve the City Council Minutes of September 15, 2014.

B. Bills totaling \$2,558,651.62 for the period ending October 7, 2014 be approved and forwarded to the Clerk and Treasurer for payment.

C. Council will be asked to approve Resolution 2014-40. A resolution approving the Michigan Department of Transportation's state trunkline maintenance contract.

D. Council will be asked to consider approving the following professional service proposals from GRP Engineering, Inc., for electric system improvement projects:

- 1) Project #104 PR-B Blue Star Highway: \$16,000
- 2) Project #105 MS-J Lovejoy to Aylworth: \$9,000
- 3) Projects #106 and #107 Capacitor Banks: \$4,500
- 4) Project #109 MS-J St. Joseph Street: \$14,000

E. Council will be asked to award a contract to Kalin Construction in the amount of \$342,218.55 for the Kentucky Avenue Reconstruction project.

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

- 1) 07-08-2014 Parks Minutes
- 2) 07-28-2014 BPU Minutes
- 3) 07-28-2014 ZBA Minutes
- 4) 08-07-2014 Planning Minutes
- 5) 08-19-2014 LHBM Minutes
- 6) 08-19-2014 Harbor Minutes

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

6. Van Buren County Senior Services will provide update to the City Council.

UNFINISHED BUSINESS

7. Council will be asked to consider the following regarding Dyckman Avenue:
 - A. Hold public hearing regarding Dyckman Avenue.
 - B. Approve Resolution 2014-39, a resolution approving a special assessment roll.
 - C. Approve a contract to Kalin Construction for the Dyckman Avenue reconstruction project in the amount of \$1,036,189.95.
 - D. Approve a contract to Materials Testing Consultants for the Dyckman Avenue reconstruction project in the amount of \$28,668.00.
8. Council will be asked to consider the following regarding East Jordan Plastics, Inc.:
 - A. Hold a public hearing regarding an industrial facilities exemption for East Jordan Plastics, Inc.
 - B. Approve Resolution 2014-41, a resolution approving the issuance of an industrial facilities tax exemption for East Jordan Plastics, Inc.

NEW BUSINESS

9. Council will be asked to consider the following Special Events:
 - A. Consider Special Event 2014-49, Ice Breaker 2015 to be held January 30 – February 1, 2015.
 - B. Consider Special Event 2014-50, Blueberry Festival Craft Fair to be held August 8-9, 2015.
 - C. Consider Special Event 2014-51, All Crafts Fair 2015 to be held September 5-6, 2015.
 - D. Consider Special Event 2014-52, Waterfront Film Festival 2015 to be held June 11-14, 2015.
 - E. Consider Special Event 2014-53, Paws on Parade to be held June 28, 2015.
10. Council will be asked to approve Resolution 2014-42, a resolution setting the 2015 marina slip rates.
11. Council will be asked to hold a public hearing regarding the close out of the Michigan Community Development Block Grant funding for Phoenix Street Improvements.
12. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda
(You will be given up to 5 minutes to address your concerns.)
13. City Manager's Comments
14. Mayor and Councilperson's Comments

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

15. Adjourn

RESPECTFULLY SUBMITTED,

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

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, September 15, 2014
7:00 p.m., Council Chambers



1. **Call to Order by Mayor 7:00 p.m.**
2. **Invocation – Pastor Curry Pikkaart – Hope Reformed Church**
3. **Roll Call**

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

4. **Approval of Agenda**

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

Voted Yes: All. Motion carried.

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

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

- A. Council will be requested to approve the City Council Minutes of September 2, 2014.
- B. Bills totaling \$1,635,361.87 for the period ending September 16, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to award a contract for preconstruction videotaping services for the Core City Secondary Project to Structures, Inc. in the amount of \$17,775.

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 Dyckman Avenue reconstruction:**

- A. **Hold public hearing regarding Dyckman Avenue reconstruction.**

B. Approve Resolution 2014-36, a resolution to make public improvements, approval of plans, estimate of cost, and final determination of special assessment district.

C. Approve Resolution 2014-37, a resolution setting special assessment roll 201401 and notice of public hearing.

Background Information: The recent sanitary sewer system study undertaken by Abonmarche during 2013 has revealed multiple points of collapsing sewer pipes below Dyckman Avenue between the Black River and Park Avenue. Portions of this sewer appear to be remaining from the original construction in year 1900. Given the age of the sewer, the collapsing condition is not surprising. These conditions support the conclusion that the sewer needs to be replaced.

The watermain within this same area (from the Black River to Park Ave) dates to the 1930's if not before (records are inconclusive). The City water department has an established repair history on this watermain already, and several other downtown area projects in recent years have revealed these circa 1930's cast iron watermain pipes to be very brittle and subject to breaking and leaking. These conditions support the conclusion that the watermain also needs to be replaced.

These utilities are located below the road, therefore replacing them requires a complete pavement removal and road reconstruction, including a traffic closure and detour. For the current fiscal year, this project was given priority over the ongoing water and sewer replacement efforts on Kalamazoo Street of recent years because of the planned improvements on the Dyckman Avenue bridge. The intent is to complete the road and utility work within Dyckman Avenue while the bridge is closed this winter, in order minimize the overall traffic disruption.

Item A: Hold public hearing regarding Dyckman Avenue reconstruction.

Moved by Kozlik Wall to open a public hearing regarding Dyckman Avenue reconstruction. Seconded by Fitzgibbon.

Voted Yes: All. Motion Carried.

Peter Berger – 225 Dyckman – Voiced concerns about special assessments.

Terry Giesler – 206 Dyckman – Voiced concerns about special assessments.

Moved by Kozlik Wall to close the public hearing regarding Dyckman Avenue reconstruction. Seconded by Patterson.

Voted Yes: All. Motion Carried.

Item B: Approve Resolution 2014-36, a resolution to make public improvements, approval of plans, estimate of cost, and final determination of special assessment district.

Moved by Patterson to approve Resolution 2014-36, a resolution to make public improvements, approval of plans, estimate of cost, and final determination of special assessment district. Seconded by Klavins.

Voted Yes: All. Motion Carried.

Item C: Approve Resolution 2014-37, a resolution setting special assessment roll 201401 and notice of public hearing.

Moved by Fitzgibbon to Approve Resolution 2014-37, a resolution setting special assessment roll 201401 and notice of public hearing. Seconded by Gruber.

Voted Yes: All. Motion Carried.

NEW BUSINESS

7. Council will be asked to consider an amendment to the Riverwatch Condominium Development.

Background Information: At their regular September 4, 2014 meeting, the Planning Commission moved unanimously to recommend approval of a proposed amendment to the Riverwatch Condominiums. This recommendation followed the required neighbor notifications, legal notice posting and public hearing. There were no public comments received at the hearing. The amendment involved removing Phase 2 from the development.

Several documents were submitted as part of this application including the proposed amendment to the master deed and the legal description for each new parcel. There is also a copy of the 2007 master deed which provides for the developer to remove undeveloped phases from the development within ten (10) years. Also included is the applicant's narrative of the proposed amendment and the easement to allow future development access through the phase 1 property.

Moved by Fitzgibbon to amend the Riverwatch Condominium Development. Seconded by Kozlik Wall.

Voted Yes: All. Motion Carried.

8. Council will be asked to consider Special Event 2014-47, 2015 Summer Art Fair to be held July 3-5, 2015.

Background Information: This special event request for the 2015 Summer Art Fair, sponsored by the South Haven Center for the Arts, is ready for City Council to approve. As in the past it will be held at Stanley Johnston Park. This event will begin on July 3 and go through July 5th, 2015. Friday is check in, Saturday and Sunday is the fair from 10-6 with clean up on Sunday from 6-8 pm. There will be approximately 130 artists and 10-12 food vendors.

They will provide volunteers and overnight security for this event. An extra dumpster and extra trash containers will be necessary as this event has the potential to draw 30,000 people. The Art Center intends on bringing in 10 porta-johns for this event and place them adjacent to the picnic shelter. This is necessary because the existing restrooms cannot handle the large volume of people that attend the art fair.

Thea Grigsby - Spoke about the Summer Art Fair.

Moved by Fitzgibbon to approve Special Event 2014-47, 2015 Summer Art Fair to be held July 3-5, 2015. Seconded by Patterson.

Voted Yes: All. Motion Carried.

9. Council will be asked to consider Resolution 2014-38, a resolution to set a public hearing for an Industrial Facilities Tax Exemption for East Jordan Plastics, Inc.

Background Information: The City Council will be asked to schedule a public hearing date to consider an Industrial Facilities Tax Exemption Certificate for East Jordan Plastics, Inc., located at 1600 Stieve Drive.

The company has filed an application for an Industrial Facilities Tax Exemption Certificate for personal property additions at their 1600 Stieve Drive location. The tax exemption requests total \$1,200,000, which relates to the purchase of robotic loading/unloading equipment, and injection molding equipment used for manufacturing. The company plans to create one new job, and retain six existing jobs, at their facility at 1600 Stieve Drive.

East Jordan Plastics, Inc. purchased the former Noble International building on Stieve Drive on December 30, 2008. Recently, the company purchased the second former Noble International building on Veterans Blvd. The company performs plastic recycling operations, along with shipping/receiving, at their South Haven locations. In addition to recycling, the company performs onsite manufacturing of horticultural containers and other products into new plastic containers.

East Jordan Plastics, Inc. owns several facilities, all of which are located in the State of Michigan, and employs approximately 250 salaried and hourly employees, with 34 employees working in the South Haven community. The business focuses on the manufacturing of various plastic products for the horticulture industry. Attached are images of the company's products.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for East Jordan Plastics, Inc., is \$61,562 over the 12 year life of agreement. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

Moved by Patterson to approve Resolution 2014-38, a resolution to set a public hearing for an Industrial Facilities Tax Exemption for East Jordan Plastics, Inc. Seconded by Fitzgibbon.

Voted Yes: All. Motion Carried.

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

No Public Comment

11. City Manager's Comments

12. Mayor and Councilperson's Comments

Kozlik Wall – Reminder to keep sticks and debris out of drains. Watch for school busses.

Gruber – Spoke about triathlon.

Fitzgibbon – No Comment

Patterson – No Comment

Arnold – Homecoming parade next Friday instead of Thursday.

Klavins – Watch out for school kids.

Burr – No Comment

13. Adjourn

Moved by Kozlik Wall to adjourn. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried. Meeting adjourned at 7:38 p.m.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Michelle Coffey".

Michelle Coffey
Deputy City Clerk

Approved by City Council: **DRAFT**

CITY OF SOUTH HAVEN

OCTOBER 7, 2014

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 103,286.76	\$ 70,545.10	\$ 173,831.86
202-MAJOR STREET FUND	\$ 23.92	\$ 3,697.50	\$ 3,721.42
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 335.58	\$ 18,647.14	\$ 18,982.72
226-GARBAGE/REFUSE FUND	\$ 35.66	\$ -	\$ 35.66
250-DOWNTOWN DEVELOPMENT	\$ -	\$ 89,482.76	\$ 89,482.76
251-LDFA #1	\$ -	\$ -	\$ -
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ 6,802.09	\$ 605.00	\$ 7,407.09
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ 76.19	\$ -	\$ 76.19
266-POLICE TRAINING	\$ 122.99	\$ 230.00	\$ 352.99
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	\$ 14,000.00	\$ 3,730.00	\$ 17,730.00
402-CAPITAL PROJECTS #2	\$ -	\$ 10,540.28	\$ 10,540.28
466- PAVILION AND ICE RINK	\$ 12,000.00	\$ -	\$ 12,000.00
545-BLACK RIVER PARK	\$ 63.37	\$ 140.00	\$ 203.37
577-BEACH FUND	\$ 335.65	\$ 7,534.04	\$ 7,869.69
582-ELECTRIC FUND	\$ 1,032,135.28	\$ 29,626.18	\$ 1,061,761.46
591-WATER FUND	\$ 15,115.27	\$ 22,739.00	\$ 37,854.27
592-SEWER FUND	\$ 4,117.81	\$ 13,339.71	\$ 17,457.52
594-MUNICIPAL MARINA	\$ 13,733.33	\$ 82.49	\$ 13,815.82
636-INFORMATION SERVICES	\$ 204.40	\$ 9.99	\$ 214.39
661-MOTOR POOL	\$ 3,034.24	\$ 5,398.44	\$ 8,432.68
677-SELF INSURANCE	\$ 69.30	\$ -	\$ 69.30
703-TAX FUND	\$ 1,071,812.15	\$ -	\$ 1,071,812.15
718-TRUST & AGENCY	\$ -	\$ 5,000.00	\$ 5,000.00
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 2,277,303.99	\$ 281,347.63	\$ 2,558,651.62

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
10/07/2014	1	48949	000014	ABONMARCHE CONSULTANTS INC	27,350.84	0.00	27,350.84	7
10/07/2014	1	48950	000016	ABSHIRE, ROBIN	484.00	0.00	484.00	1
10/07/2014	1	48951	000043	AIRGAS USA, LLC	181.51	0.00	181.51	2
10/07/2014	1	48952	000050	ALEXANDER CHEMICAL CORP	6,986.29	2,200.00	4,786.29	6##
10/07/2014	1	48953	000065	ALLIED MECHANICAL SERVICES INC	1,120.00	0.00	1,120.00	1
10/07/2014	1	48954	000134	APPLIED SPECIALTIES INC	13,015.20	0.00	13,015.20	1
10/07/2014	1	48955	000136	APPROVED FIRE PROTECTION CO	1,025.30	0.00	1,025.30	4
10/07/2014	1	48956	003310	AUTOMATIC EQUIPMENT SALES & SERVICE	458.08	0.00	458.08	1
10/07/2014	1	48957	000337	BRONSINK & BOS EQUIPMENT	67.45	0.00	67.45	1
10/07/2014	1	48958	000346	BRUSH ENTERPRISES	186.41	0.00	186.41	2
10/07/2014	1	48959	000418	CDW GOVERNMENT INC	791.21	0.00	791.21	3
10/07/2014	1	48960	000471	CITY PLUMBING & HEATING CO	462.00	0.00	462.00	1
10/07/2014	1	48961	000483	CMP DISTRIBUTORS, INC	151.75	0.00	151.75	2
10/07/2014	1	48962	000505	COMPTON INC	6,009.00	0.00	6,009.00	2
10/07/2014	1	48963	000520	CONTINENTAL LINEN SERVICES	9.38	0.00	9.38	1
10/07/2014	1	48964	000570	CUMMINS BRIDGEWAY, LLC	3,664.41	0.00	3,664.41	1
10/07/2014	1	48965	000604	DE BEST INC	248.05	0.00	248.05	1
10/07/2014	1	48966	000608	DE SAL EXCAVATING INC	4,979.17	0.00	4,979.17	1
10/07/2014	1	48967	000637	DICKINSON WRIGHT	9,063.00	0.00	9,063.00	1
10/07/2014	1	48968	000653	D A DODD, INC	415.00	0.00	415.00	1
10/07/2014	1	48969	003168	ELWOOD STAFFING	1,776.00	0.00	1,776.00	3
10/07/2014	1	48970	003178	EXTERIOR SITE SERVICES/COTTAGE CARE	8,450.00	0.00	8,450.00	2
10/07/2014	1	48971	000764	FASTENAL COMPANY	162.50	0.00	162.50	1
10/07/2014	1	48972	000804	FLAMETAMER FIRE PROTECTION	71.00	0.00	71.00	1
10/07/2014	1	48973	000807	FLEMING BROS OIL CO INC	73.92	0.00	73.92	2
10/07/2014	1	48974	003065	FOSTER SWIFT COLLINS & SMITH PC	1,929.76	0.00	1,929.76	3
10/07/2014	1	48975	000913	GRAINGER	497.90	0.00	497.90	1
10/07/2014	1	48976	000988	HAMMERSMITH EQUIPMENT CO	170.00	0.00	170.00	1
10/07/2014	1	48977	001007	HARDESTY & HANOVER, LLP	10,540.28	0.00	10,540.28	1
10/07/2014	1	48978	001107	HULL LIFT TRUCK INC	1,681.18	0.00	1,681.18	1
10/07/2014	1	48979	001196	JOHN'S STEREO INC	9.99	0.00	9.99	1
10/07/2014	1	48980	001223	KAL-BLUE	220.00	0.00	220.00	1
10/07/2014	1	48981	001246	KENDALL ELECTRIC INC	139.29	0.00	139.29	3
10/07/2014	1	48982	001248	KENNEDY INDUSTRIES INC	4,150.80	0.00	4,150.80	2
10/07/2014	1	48983	001255	KERR PUMP AND SUPPLY	1,763.85	0.00	1,763.85	1
10/07/2014	1	48984	003311	LAKESHORE IRRIGATION	195.00	0.00	195.00	1
10/07/2014	1	48985	001350	LAMBRIX DESIGN AND COMPANY	543.75	0.00	543.75	1
10/07/2014	1	48986	003312	LIMNOTECH	10,000.00	0.00	10,000.00	2
10/07/2014	1	48987	001467	MARK A MANNING	8,060.00	0.00	8,060.00	1
10/07/2014	1	48988	001582	MICHIGAN ASSOC OF CHIEFS OF POLICE	230.00	0.00	230.00	1
10/07/2014	1	48989	001606	MICHIGAN ELECTION RESOURCES	345.61	0.00	345.61	1
10/07/2014	1	48990	001607	MICHIGAN ELECTRIC COOPERATIVE	12,110.00	0.00	12,110.00	1
10/07/2014	1	48991	001672	MIDSTATE SECURITY	200.00	0.00	200.00	1
10/07/2014	1	48992	001675	MIDWEST SECURITY SERVICES INC	2,622.50	0.00	2,622.50	1

10/01/2014 11:35 AM
User: ksteinman
DB: South Haven

CHECK PROOF FOR CITY OF SOUTH HAVEN

BANK CODE: 1 CHECK DATE: 10/07/2014 INVOICE PAY DATE FROM 10/07/2014 TO 10/07/2014

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
10/07/2014	1	48993	001688	MIKE'S HEATING & COOLING	230.00	0.00	230.00	1
10/07/2014	1	48994	001691	MILBOCKER & SONS INC	78,271.76	0.00	78,271.76	1
10/07/2014	1	48995	001707	MITCHELL& MORSE LAND SURVEYING	400.00	0.00	400.00	1
10/07/2014	1	48996	001766	MUZZALL GRAPHICS	102.36	0.00	102.36	1
10/07/2014	1	48997	001889	OLD DOMINION BRUSH	562.79	0.00	562.79	1
10/07/2014	1	48998	001917	OVERISEL LUMBER COMPANY	69.90	0.00	69.90	1
10/07/2014	1	48999	001997	PIPELINE SERVICE INC	472.50	0.00	472.50	1
10/07/2014	1	49000	001998	PK CONTRACTING INC	3,730.00	0.00	3,730.00	1
10/07/2014	1	49001	003100	PLAYWORLD MIDSTATES	16,618.67	0.00	16,618.67	2
10/07/2014	1	49002	002002	PLUMBER'S PORTABLE TOILETS	140.00	0.00	140.00	1
10/07/2014	1	49003	002020	POWER LINE SUPPLY CO	17,768.77	330.00	17,438.77	20##
10/07/2014	1	49004	002033	PRI MAR PETROLEUM INC	27.50	0.00	27.50	1
10/07/2014	1	49005	002042	PRIORITY DISPATCH	39.00	0.00	39.00	1
10/07/2014	1	49006	002114	RATHCO SAFETY SUPPLY INC	1,582.00	0.00	1,582.00	4
10/07/2014	1	49007	002164	RIVER CITY REPRODUCTIONS	416.00	0.00	416.00	1
10/07/2014	1	49008	003143	ROLAND ELECTRIC LLC	82.49	0.00	82.49	1
10/07/2014	1	49009	003124	RPM MACHINERY	500.18	0.00	500.18	1
10/07/2014	1	49010	002342	SKIDMORE'S	8,800.00	0.00	8,800.00	1
10/07/2014	1	49011	002361	SMITH'S CONCRETE CUTTING	325.00	0.00	325.00	1
10/07/2014	1	49012	002575	TARGETS ONLINE	437.75	0.00	437.75	1
10/07/2014	1	49013	002478	STAPLES ADVANTAGE	323.24	0.00	323.24	3
10/07/2014	1	49014	002529	STRAIN ELECTRIC COMPANY	1,776.44	0.00	1,776.44	1
10/07/2014	1	49015	002599	THAYER INC	144.00	0.00	144.00	2
10/07/2014	1	49016	002644	TRACE ANALYTICAL LAB INC	392.00	0.00	392.00	2
10/07/2014	1	49017	002701	ULINE	144.62	0.00	144.62	1
10/07/2014	1	49018	002728	USA BLUE BOOK	3,314.65	1,156.96	2,157.69	10##
10/07/2014	1	49019	003229	VAN BUREN COUNTY SHERIFFS OFFICE	2,295.00	0.00	2,295.00	1
10/07/2014	1	49020	003229	VAN BUREN COUNTY SHERIFFS OFFICE	135.00	0.00	135.00	1
10/07/2014	1	49021	002822	WAGNER'S PLUMBING & HEATING	156.59	0.00	156.59	2
10/07/2014	1	49022	002843	RON WASHEGESIC	240.00	0.00	240.00	1
10/07/2014	1	49023	002883	WEST MICHIGAN DOCUMENT	65.00	0.00	65.00	1
10/07/2014	1	49024	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	1,785.00	0.00	1,785.00	2

Num Checks: 76 Num Stubs: 0 Num Invoices: 144 Total Amount: 281,347.63

Denotes that check has vendor credit applied.

INVOICE DUE DATES 10/07/2014 - 10/07/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
109661 41047	ABONMARCHE CONSULTANTS INC ENGINEERING SERVICES FOR 2014 SUMM 204-446-801-000-0159	09/08/2014 ksteinman PROFESSIONAL/CONSULTING FEES	10/07/2014	4,300.00 4,300.00	0.00	P	Y 09/18/2014
109660 41048	ABONMARCHE CONSULTANTS INC PHEONIX & CENTER TRAFFIC SIGNAL 250-729-974-018-0150	09/08/2014 ksteinman CAPITAL PROJECTS	10/07/2014	152.00 152.00	0.00	P	Y 09/18/2014
109508 41321	ABONMARCHE CONSULTANTS INC OVERTON FACTORY DEMOLITION 101-371-809-023-0173	08/20/2014 ksteinman BUILDING DEMOLITIONS	10/07/2014	3,039.50 3,039.50	0.00	P	Y 10/01/2014
109507 41322	ABONMARCHE CONSULTANTS INC OVERTON FACTORY DEMOLITION 101-371-809-023-0156	08/20/2014 ksteinman BUILDING DEMOLITIONS	10/07/2014	5,786.00 5,786.00	0.00	P	Y 10/01/2014
109725 41326	ABONMARCHE CONSULTANTS INC ENGINEERING SERVICES FOR 2014 SUMM 204-446-801-000-0159	09/22/2014 ksteinman ENGINEERING SERV FOR 2014 SUMMER PAVING	10/07/2014	11,155.34 11,155.34	0.00	P	Y 10/01/2014
109724 41328	ABONMARCHE CONSULTANTS INC PAYROLL REVIEW SERVICES 250-729-974-018-0150	09/22/2014 ksteinman CAPITAL PROJECTS	10/07/2014	218.00 218.00	0.00	P	Y 10/01/2014
109696 41347	ABONMARCHE CONSULTANTS INC VAN BUREN STREET OVERLOOK 101-751-801-000	09/16/2014 ksteinman PROFESSIONAL/CONSULTING FEES	10/07/2014	2,700.00 2,700.00	0.00	P	Y 10/01/2014
64 41141	ABSHIRE, ROBIN EQUIPMENT RENTAL 577-751-802-000	09/16/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	484.00 484.00	0.00	P	Y 09/19/2014
9921297829 41049	AIRGAS USA, LLC CYLINDER RENTAL 661-450-741-003	08/31/2014 ksteinman REPAIR & MAINT SUPPLIES	10/07/2014	56.13 56.13	0.00	P	Y 09/18/2014

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
9031356476 41050	AIRGAS USA, LLC CYLINDER RENTAL 661-450-741-003	09/10/2014 ksteinman	10/07/2014	125.38	0.00	P	Y 09/18/2014
	REPAIR & MAINT SUPPLIES			125.38			
SLS 10022501 41051	ALEXANDER CHEMICAL CORP CHEMICALS 591-559-741-000	08/28/2014 ksteinman	10/07/2014	2,681.29	0.00	P	Y 09/18/2014
	OPERATING SUPPLIES			2,681.29			
SLS 10022870 41052	ALEXANDER CHEMICAL CORP CHEMICALS 592-559-741-000	09/02/2014 ksteinman	10/07/2014	2,375.00	0.00	P	Y 09/18/2014
	OPERATING SUPPLIES			2,375.00			
SCL 10006168 41053	ALEXANDER CHEMICAL CORP DEPOSIT REFUND 592-559-741-000	08/25/2014 ksteinman	10/07/2014	(600.00)	0.00	P	Y 09/18/2014
	OPERATING SUPPLIES			(600.00)			
SCL 10006282 41054	ALEXANDER CHEMICAL CORP DEPOSIT REFUND 592-559-741-000	09/04/2014 ksteinman	10/07/2014	(900.00)	0.00	P	Y 09/18/2014
	OPERATING SUPPLIES			(900.00)			
SLS 10023187 41149	ALEXANDER CHEMICAL CORP CHEMICALS 592-559-741-000	09/10/2014 ksteinman	10/07/2014	1,930.00	0.00	P	Y 09/19/2014
	OPERATING SUPPLIES			1,930.00			
SCL 10006443 41315	ALEXANDER CHEMICAL CORP DEPOSIT REFUND 592-559-741-000	09/15/2014 ksteinman	10/07/2014	(700.00)	0.00	P	Y 10/01/2014
	OPERATING SUPPLIES			(700.00)			
117082 41055	ALLIED MECHANICAL SERVICES INC RENEWAL OF ANNUAL MAINTENANCE AGRE 591-559-802-000	08/25/2014 ksteinman	10/07/2014	1,120.00	0.00	P	Y 09/18/2014
	OTHER CONTRACTUAL SERVICES			1,120.00			
313327 41056	APPLIED SPECIALTIES INC AS-4070 591-559-741-000	09/04/2014 ksteinman	10/07/2014	13,015.20	0.00	P	Y 09/18/2014
	OPERATING SUPPLIES			13,015.20			

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133370 41057	APPROVED FIRE PROTECTION CO ANNUAL FIRE EXTINGUISHER MAINTENAN 101-276-802-000 101-751-802-000	08/27/2014 ksteinman	10/07/2014	85.00 42.50 42.50	0.00	P	Y 09/18/2014
138132 41058	APPROVED FIRE PROTECTION CO ANNUAL FIRE EXTINGUISHER MAINTENAN 577-751-802-000	08/28/2014 ksteinman	10/07/2014	73.60 73.60	0.00	P	Y 09/18/2014
133369 41059	APPROVED FIRE PROTECTION CO ANNUAL FIRE EXTINGUISHER MAINTENAN 591-559-802-000	08/27/2014 ksteinman	10/07/2014	252.70 252.70	0.00	P	Y 09/18/2014
133368 41060	APPROVED FIRE PROTECTION CO ANNUAL FIRE EXTINGUISHER MAINTENAN 101-265-802-000	08/28/2014 ksteinman	10/07/2014	614.00 614.00	0.00	P	Y 09/18/2014
44645 41201	AUTOMATIC EQUIPMENT SALES & SERVICE DOOR REPAIR 101-265-802-000	09/15/2014 ksteinman	10/07/2014	458.08 458.08	0.00	P	Y 09/23/2014
53737 41061	BRONSINK & BOS EQUIPMENT DUST COVER 661-450-741-003	09/15/2014 ksteinman	10/07/2014	67.45 67.45	0.00	P	Y 09/18/2014
6824 41302	BRUSH ENTERPRISES REPAIRS 661-450-935-000	09/17/2014 ksteinman	10/07/2014	121.41 121.41	0.00	P	Y 09/30/2014
6825 41303	BRUSH ENTERPRISES REPAIRS 661-450-935-000	09/17/2014 ksteinman	10/07/2014	65.00 65.00	0.00	P	Y 09/30/2014
PC16170 41062	CDW GOVERNMENT INC TONER 101-301-980-000	08/28/2014 ksteinman	10/07/2014	414.45 414.45	0.00	P	Y 09/18/2014

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
PH80348							
41193	CDW GOVERNMENT INC	09/10/2014	10/07/2014	215.66	0.00	P	Y
	TONER	ksteinman					09/23/2014
	101-301-933-000	REPAIRS/MAINTENANCE - EQUIP		215.66			
PK33686							
41194	CDW GOVERNMENT INC	09/12/2014	10/07/2014	161.10	0.00	P	Y
	TONER	ksteinman					09/23/2014
	101-301-933-000	REPAIRS/MAINTENANCE - EQUIP		161.10			
027874							
41178	CITY PLUMBING & HEATING CO	08/26/2014	10/07/2014	462.00	0.00	P	Y
	PREVENTATIVE MAINTENANCE	ksteinman					09/23/2014
	101-265-802-000	OTHER CONTRACTUAL SERVICES		462.00			
41840							
41063	CMP DISTRIBUTORS, INC	09/02/2014	10/07/2014	94.00	0.00	P	Y
	QUICK CLEAN GUN LUBRICANT	ksteinman					09/18/2014
	101-301-741-002	OPERATING SUPPLIES - MUNITIONS		94.00			
41938							
41064	CMP DISTRIBUTORS, INC	09/11/2014	10/07/2014	57.75	0.00	P	Y
	LEATHEMECK TRAINER KNIFE	ksteinman					09/18/2014
	101-301-741-000	OPERATING SUPPLIES		57.75			
91426							
41146	COMPTON INC	09/18/2014	10/07/2014	5,404.00	0.00	P	Y
	CONCRETE WORK ON VAN BUREN & ERIE	ksteinman					09/19/2014
	101-446-741-000	OPERATING SUPPLIES		5,404.00			
91429							
41327	COMPTON INC	09/23/2014	10/07/2014	605.00	0.00	P	Y
	REPAIR CATCH BASIN	ksteinman					10/01/2014
	253-901-974-007	I-196 PARK INFRASTRCTR DEVELOP		605.00			
1092597							
41197	CONTINENTAL LINEN SERVICES	07/16/2014	10/07/2014	9.38	0.00	P	Y
	RUGS	ksteinman					09/23/2014
	101-301-802-000	OTHER CONTRACTUAL SERVICES		9.38			
003-35513							
41065	CUMMINS BRIDGEWAY, LLC	09/08/2014	10/07/2014	3,664.41	0.00	P	Y
	ANNUAL PREVENTATIVE MAINT FOR WATE	ksteinman					09/18/2014
	591-559-802-000	ANNUAL PREVENT MAINT FOR WATER PLANT		3,664.41			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
14239							
41299	DE BEST INC	07/09/2014	10/07/2014	248.05	0.00	P	Y
	TREE PLANTING	ksteinman					09/30/2014
	204-446-802-000	OTHER CONTRACTUAL SERVICES		248.05			
PAY APP #6							
41348	DE SAL EXCAVATING INC	09/30/2014	10/07/2014	4,979.17	0.00	P	Y
	KALAMAZOO ST PHASE II	ksteinman					10/01/2014
	592-558-802-000-0126	OTHER CONTRACTUAL SERVICES		2,979.17			
	204-002-211-133	RETAINAGE-DE SAL EXCAVATING		2,000.00			
949663							
41152	DICKINSON WRIGHT	09/15/2014	10/07/2014	9,063.00	0.00	P	Y
	ATTORNEY SERVICES	ksteinman					09/19/2014
	101-210-801-000	PROFESSIONAL/CONSULTING FEES		9,063.00			
76830							
41314	D A DODD, INC	09/18/2014	10/07/2014	415.00	0.00	P	Y
	BOILER MAINTENANCE	ksteinman					10/01/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		415.00			
711460							
41066	ELWOOD STAFFING	09/17/2014	10/07/2014	592.00	0.00	P	Y
	STAFFING SERVICES	ksteinman					09/18/2014
	101-751-802-000	OTHER CONTRACTUAL SERVICES		592.00			
711277							
41067	ELWOOD STAFFING	09/10/2014	10/07/2014	592.00	0.00	P	Y
	STAFFING SERVICES	ksteinman					09/18/2014
	101-751-802-000	OTHER CONTRACTUAL SERVICES		592.00			
721447							
41319	ELWOOD STAFFING	09/24/2014	10/07/2014	592.00	0.00	P	Y
	STAFFING SERVICES	ksteinman					10/01/2014
	101-751-802-000	OTHER CONTRACTUAL SERVICES		592.00			
12794							
41317	EXTERIOR SITE SERVICES/COTTAGE CARE	09/24/2014	10/07/2014	3,300.00	0.00	P	Y
	INSTALL TREES	ksteinman					10/01/2014
	101-751-977-000-0174	EQUIPMENT - SHOP		3,300.00			
12793							
41318	EXTERIOR SITE SERVICES/COTTAGE CARE	09/24/2014	10/07/2014	5,150.00	0.00	P	Y
	SOIL AND HYDROSEED	ksteinman					10/01/2014
	101-751-977-000-0174	EQUIPMENT - SHOP		5,150.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
MISOU10476							
41203	FASTENAL COMPANY SUPPLIES 661-450-741-003	09/10/2014 ksteinman	10/07/2014	162.50	0.00	P	Y 09/23/2014
		REPAIR & MAINT SUPPLIES		162.50			
17077							
41337	FLAMETAMER FIRE PROTECTION RECHARGE 101-301-933-000	09/26/2014 ksteinman	10/07/2014	71.00	0.00	P	Y 10/01/2014
		REPAIRS/MAINTENANCE - EQUIP		71.00			
6841							
41333	FLEMING BROS OIL CO INC DIESEL 661-450-935-000	08/17/2014 ksteinman	10/07/2014	36.96	0.00	P	Y 10/01/2014
		REPAIRS/MAINTENANCE - VEHICLES		36.96			
6842							
41334	FLEMING BROS OIL CO INC DIESEL 661-450-935-000	08/17/2014 ksteinman	10/07/2014	36.96	0.00	P	Y 10/01/2014
		REPAIRS/MAINTENANCE - VEHICLES		36.96			
657430							
41069	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	09/15/2014 ksteinman	10/07/2014	102.50	0.00	P	Y 09/18/2014
		PROFESSIONAL/CONSULTING FEES		102.50			
657429							
41070	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	09/15/2014 ksteinman	10/07/2014	327.50	0.00	P	Y 09/18/2014
		PROFESSIONAL/CONSULTING FEES		327.50			
657425							
41071	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	09/15/2014 ksteinman	10/07/2014	1,499.76	0.00	P	Y 09/18/2014
		PROFESSIONAL/CONSULTING FEES		1,499.76			
9537472848							
41074	GRAINGER PHASE MONITOR, SOCKET AND RELAY 592-570-933-000-0054 592-570-933-000-0058	09/09/2014 ksteinman	10/07/2014	497.90	0.00	P	Y 09/18/2014
		REPAIRS/MAINTENANCE - EQUIP		286.50			
		REPAIRS/MAINTENANCE - EQUIP		211.40			
311653							
41202	HAMMERSMITH EQUIPMENT CO HOSE 661-450-741-003	09/16/2014 ksteinman	10/07/2014	170.00	0.00	P	Y 09/23/2014
		REPAIR & MAINT SUPPLIES		170.00			

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	GL Distribution						
PAY REQ 2804.00 X 14							
41075	HARDESTY & HANOVER, LLP	09/05/2014	10/07/2014	10,540.28	0.00	P	Y
	ENGINEERING SERVICES 7/26/14- 8/22	ksteinman					09/18/2014
	402-202-988-010	MAJOR STREET UPGRADES		10,540.28			
WO-316046							
41076	HULL LIFT TRUCK INC	07/29/2014	10/07/2014	1,681.18	0.00	P	Y
	PARTS	ksteinman					09/18/2014
	661-450-933-000	REPAIRS/MAINTENANCE - EQUIP		1,681.18			
10042531							
41179	JOHN'S STEREO INC	09/09/2014	10/07/2014	9.99	0.00	P	Y
	USB TO MINI CABLE	ksteinman					09/23/2014
	636-258-980-001	COMPUTER HARDWARE		9.99			
9742							
41077	KAL-BLUE	09/16/2014	10/07/2014	220.00	0.00	P	Y
	TONER	ksteinman					09/18/2014
	101-447-727-000	OFFICE SUPPLIES		220.00			
S102985952.001							
41078	KENDALL ELECTRIC INC	09/08/2014	10/07/2014	40.97	0.00	P	Y
	FLASHLIGHT	ksteinman					09/18/2014
	582-558-741-000	OPERATING SUPPLIES		40.97			
S102529042.002							
41079	KENDALL ELECTRIC INC	09/04/2014	10/07/2014	22.08	0.00	P	Y
	WIRE CONNECTOR	ksteinman					09/18/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		22.08			
S103011263.001							
41313	KENDALL ELECTRIC INC	09/15/2014	10/07/2014	76.24	0.00	P	Y
	POWER PLUG	ksteinman					09/30/2014
	592-559-933-000	REPAIRS/MAINTENANCE - EQUIP		76.24			
556707							
41344	KENNEDY INDUSTRIES INC	09/12/2014	10/07/2014	2,583.40	0.00	P	Y
	MISSION M800 RTU, 1 YEAR SERVICE	ksteinman					10/01/2014
	592-570-933-000	MISSION M800 RTU, 1 YEAR SERVICE		2,583.40			
556835							
41345	KENNEDY INDUSTRIES INC	09/18/2014	10/07/2014	1,567.40	0.00	P	Y
	MISSION SCADA SYSTEM BP LIFT STATI	ksteinman					10/01/2014
	592-570-933-000-0058	MISSION SCADA SYSTEM BP LIFT STATION		1,195.00			
	592-570-933-000-0058	1 YR DATA SERVICE PLAN		347.40			
	592-570-933-000-0058	REPAIRS/MAINTENANCE - EQUIP		25.00			

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	GL Distribution						
INV157974							
41323	KERR PUMP AND SUPPLY SUPPLIES 591-559-741-000	08/07/2014 ksteinman OPERATING SUPPLIES	10/07/2014	1,763.85 1,763.85	0.00	P	Y 10/01/2014
17622							
41297	LAKESHORE IRRIGATION SERVICE CALL 101-265-802-000	09/23/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	195.00 195.00	0.00	P	Y 09/30/2014
3921							
41329	LAMBRIX DESIGN AND COMPANY DYCKMAN BRIDGE REHAB 204-446-801-000-0158	09/23/2014 ksteinman PROFESSIONAL/CONSULTING FEES	10/07/2014	543.75 543.75	0.00	P	Y 10/01/2014
09/24/14							
41316	LIMNOTECH WEATHER BUOY MAINTENANCE 577-751-802-000	09/24/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	5,000.00 5,000.00	0.00	P	Y 10/01/2014
9/24/14							
41346	LIMNOTECH WEATHER BUOY MAINTENANCE 718-002-277-029	09/24/2014 ksteinman DONATIONS - WEATHER BUOY	10/07/2014	5,000.00 5,000.00	0.00	P	Y 10/01/2014
435							
41080	MARK A MANNING ATTORNEY SERVICES 101-210-801-000	09/11/2014 ksteinman PROFESSIONAL/CONSULTING FEES	10/07/2014	8,060.00 8,060.00	0.00	P	Y 09/18/2014
2014							
41332	MICHIGAN ASSOC OF CHIEFS OF POLICE MACP MID-WINTER TRAINING CONFERENC 266-301-861-000	10/01/2014 ksteinman POLICE TRAINING- THOMAS MARTIN	10/07/2014	230.00 230.00	0.00	P	Y 10/01/2014
33093							
41081	MICHIGAN ELECTION RESOURCES ELECTION SUPPLIES 101-191-727-000	09/10/2014 ksteinman OFFICE SUPPLIES	10/07/2014	345.61 345.61	0.00	P	Y 09/18/2014
4118334							
41151	MICHIGAN ELECTRIC COOPERATIVE 2015 EMPLOYEE SAFETY PROGRAM 582-558-860-000	09/11/2014 ksteinman TRAVEL/CONFERENCES/TRAINING	10/07/2014	12,110.00 12,110.00	0.00	P	Y 09/19/2014

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
339845							
41180	MIDSTATE SECURITY	07/31/2014	10/07/2014	200.00	0.00	P	Y
	CHECKED ERROR ON CODE BLUE PHONES	ksteinman					09/23/2014
	577-751-802-000	OTHER CONTRACTUAL SERVICES		200.00			
05-10324							
41325	MIDWEST CIVIL ENGINEERS INC	09/19/2014	10/07/2014	3,697.50	0.00	P	Y
	ENGINEERING SERVICES- 2014	SIDWALK ksteinman					10/01/2014
	202-463-801-000-0166	ENGINEERING SERVICES- 2014	SIDEWALK IMP	3,697.50			
9/12/14							
41148	MIKE'S HEATING & COOLING	09/12/2014	10/07/2014	230.00	0.00	P	Y
	REPAIRED FURNANCE CEMETARY OFFICE	ksteinman					09/19/2014
	101-276-931-000	REPAIRS/MAINT-BUILDS & STRUCTR		230.00			
PAY APP #11							
41349	MILBOCKER & SONS inc	09/27/2014	10/07/2014	78,271.76	0.00	P	Y
	PHOENIX STREET IMPROVEMENTS	ksteinman					10/01/2014
	250-729-974-018-0150	CAPITAL PROJECTS		75,271.76			
	250-002-211-121	CONTRACT RETAINAGE -MILBOCKER		3,000.00			
108505							
41082	MITCHELL& MORSE LAND SURVEYING	09/10/2014	10/07/2014	400.00	0.00	P	Y
	BROCKWAY AVENUE PROJECT	ksteinman					09/18/2014
	204-446-801-000-0159	PROFESSIONAL/CONSULTING FEES		400.00			
74386							
41198	MUZZALL GRAPHICS	09/19/2014	10/07/2014	102.36	0.00	P	Y
	BUSINESS CARDS	ksteinman					09/23/2014
	101-301-727-000	OFFICE SUPPLIES		51.18			
	101-209-727-000	OFFICE SUPPLIES		51.18			
0062752-IN3							
41085	OLD DOMINION BRUSH	09/03/2014	10/07/2014	562.79	0.00	P	Y
	HOSE AND CLUTCH	ksteinman					09/18/2014
	661-450-741-003	REPAIR & MAINT SUPPLIES		562.79			
S139729							
41301	OVERISEL LUMBER COMPANY	09/24/2014	10/07/2014	69.90	0.00	P	Y
	SUPPLIES	ksteinman					09/30/2014
	101-265-741-000	OPERATING SUPPLIES		69.90			
14231							
41300	PIPELINE SERVICE INC	09/09/2014	10/07/2014	472.50	0.00	P	Y
	LABOR/TRAVEL	ksteinman					09/30/2014
	592-558-802-000	OTHER CONTRACTUAL SERVICES		472.50			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
142126-E							
41154	PK CONTRACTING INC	09/16/2014	10/07/2014	3,730.00	0.00	P	Y
	VAN BUREN TRAIL PAVEMENT MARKING	ksteinman					09/19/2014
	401-751-972-000-0155	WATER SYSTEM CONSTRUCTION		3,730.00			
14399							
41086*	PLAYWORLD MIDSTATES	09/08/2014	10/07/2014	1,625.00	0.00	P	Y
	PHOENIX STREET BENCHES	ksteinman					09/18/2014
	250-729-974-018-0150	8' FLAT BENCH		1,358.00			
	250-729-974-018-0150	FLAT BENCH		260.00			
	250-729-974-018-0150	REMOVABLE CONCRETE ANCHOR		22.00			
	250-729-974-018-0150	DISCOUNT		(243.00)			
	250-729-974-018-0150	FREIGHT		228.00			
14389							
41087*	PLAYWORLD MIDSTATES	08/31/2014	10/07/2014	14,993.67	0.00	P	Y
	ELKENBURG PARK- 3 BENCHES, 8 TRASH	ksteinman					09/18/2014
	101-751-975-000-0146	6' BENCHES		2,882.67			
	101-751-975-000-0146	TRASH RECEPTACLES		7,992.00			
	101-751-975-000-0146	PICNIC TABLES		4,725.00			
	101-751-975-000-0146	FREIGHT		1,734.00			
	101-751-975-000-0146	MUNICIPAL DISCOUNT		(2,340.00)			
250768							
41150	PLUMBER'S PORTABLE TOILETS	09/16/2014	10/07/2014	140.00	0.00	P	Y
	RENTALS	ksteinman					09/19/2014
	545-776-802-000	OTHER CONTRACTUAL SERVICES		140.00			
5860224							
41088	POWER LINE SUPPLY CO	09/09/2014	10/07/2014	325.00	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/18/2014
	582-558-729-001	OTHER CLOTHING & SUPPLIES		325.00			
5860225							
41089	POWER LINE SUPPLY CO	09/09/2014	10/07/2014	65.00	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/18/2014
	582-558-729-001	OTHER CLOTHING & SUPPLIES		65.00			
5860227							
41090	POWER LINE SUPPLY CO	09/09/2014	10/07/2014	272.68	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/18/2014
	582-558-741-000	OPERATING SUPPLIES		272.68			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
5860228 41091	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-741-000	09/09/2014 ksteinman	10/07/2014	330.00 330.00	0.00	P	Y 09/18/2014
5860229 41092	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/09/2014 ksteinman	10/07/2014	439.85 439.85	0.00	P	Y 09/18/2014
5860817 41093	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/11/2014 ksteinman	10/07/2014	(330.00) (330.00)	0.00	P	Y 09/18/2014
5861983 41110	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/16/2014 ksteinman	10/07/2014	548.96 548.96	0.00	P	Y 09/18/2014
5861973 41111	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/16/2014 ksteinman	10/07/2014	67.52 67.52	0.00	P	Y 09/18/2014
5861972 41112	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/16/2014 ksteinman	10/07/2014	67.52 67.52	0.00	P	Y 09/18/2014
5862220 41113	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	09/16/2014 ksteinman	10/07/2014	120.00 120.00	0.00	P	Y 09/18/2014
5862129 41114	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/16/2014 ksteinman	10/07/2014	181.19 181.19	0.00	P	Y 09/18/2014
5862226 41115	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/16/2014 ksteinman	10/07/2014	104.21 104.21	0.00	P	Y 09/18/2014

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
5862130							
41153	POWER LINE SUPPLY CO	09/16/2014	10/07/2014	1,503.02	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/19/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		1,503.02			
5863982							
41305	POWER LINE SUPPLY CO	09/23/2014	10/07/2014	59.82	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/30/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		59.82			
5863984							
41306	POWER LINE SUPPLY CO	09/23/2014	10/07/2014	992.74	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/30/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		992.74			
5863986							
41307	POWER LINE SUPPLY CO	09/23/2014	10/07/2014	809.56	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					09/30/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		809.56			
5864402							
41338	POWER LINE SUPPLY CO	09/24/2014	10/07/2014	7,677.28	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					10/01/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		7,677.28			
5864307							
41339	POWER LINE SUPPLY CO	09/24/2014	10/07/2014	1,652.69	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					10/01/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		1,652.69			
5864283							
41340	POWER LINE SUPPLY CO	09/24/2014	10/07/2014	1,256.75	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					10/01/2014
	582-558-988-000	ELECTRICAL SYSTEM CONSTR		1,256.75			
5863987							
41341	POWER LINE SUPPLY CO	09/23/2014	10/07/2014	1,294.98	0.00	P	Y
	MAINTENANCE SUPPLIES	ksteinman					10/01/2014
	582-558-933-000	REPAIRS/MAINTENANCE - EQUIPM		1,294.98			
43867							
41196	PRI MAR PETROLEUM INC	08/31/2014	10/07/2014	27.50	0.00	P	Y
	CARS WASHED	ksteinman					09/23/2014
	661-450-935-000	REPAIRS/MAINTENANCE - VEHICLES		27.50			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
99516 41331	PRIORITY DISPATCH MAINTENANCE 101-301-741-000	04/14/2014 ksteinman OPERATING SUPPLIES	10/07/2014	39.00 39.00	0.00	P	Y 06/30/2014
147492 41142	RATHCO SAFETY SUPPLY INC SUPPLIES 101-446-741-000	09/15/2014 ksteinman OPERATING SUPPLIES	10/07/2014	120.00 120.00	0.00	P	Y 09/19/2014
147493 41143	RATHCO SAFETY SUPPLY INC SUPPLIES 101-446-741-000	09/15/2014 ksteinman OPERATING SUPPLIES	10/07/2014	1,170.00 1,170.00	0.00	P	Y 09/19/2014
147490 41144	RATHCO SAFETY SUPPLY INC ALUM SIGN 101-446-741-000	09/15/2014 ksteinman OPERATING SUPPLIES	10/07/2014	100.00 100.00	0.00	P	Y 09/19/2014
147491 41145	RATHCO SAFETY SUPPLY INC ALUM SIGN 101-446-741-000	09/15/2014 ksteinman OPERATING SUPPLIES	10/07/2014	192.00 192.00	0.00	P	Y 09/19/2014
52840 41298	RIVER CITY REPRODUCTIONS SPEC BOOK COVERS/BINDERS 250-729-974-018-0157	09/16/2014 ksteinman CAPITAL PROJECTS	10/07/2014	416.00 416.00	0.00	P	Y 09/30/2014
248 41320	ROLAND ELECTRIC LLC LIGHT FIXTURE REPAIR 594-776-931-000	09/10/2014 ksteinman REPAIRS/MAINT-BLDS & STRCTRES	10/07/2014	82.49 82.49	0.00	P	Y 10/01/2014
W01124 41310	RPM MACHINERY REPAIRS 661-450-933-000	09/30/2014 ksteinman REPAIRS/MAINTENANCE - EQUIP	10/07/2014	500.18 500.18	0.00	P	Y 09/30/2014
9/17/14 41343	SKIDMORE'S ASPHALT 250-729-974-018	09/17/2014 ksteinman CAPITAL PROJECTS	10/07/2014	8,800.00 8,800.00	0.00	P	Y 10/01/2014

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
8286							
41304	SMITH'S CONCRETE CUTTING	09/20/2014	10/07/2014	325.00	0.00	P	Y
	SAW CUT	ksteinman					09/30/2014
	101-446-741-000	OPERATING SUPPLIES		325.00			
7123961747-000001							
41095	STAPLES ADVANTAGE	09/12/2014	10/07/2014	182.20	0.00	P	Y
	SUPPLIES	ksteinman					09/18/2014
	591-558-727-000	OFFICE SUPPLIES		12.24			
	592-558-727-000	OFFICE SUPPLIES		12.24			
	101-446-727-000	OFFICE SUPPLIES		12.24			
	101-447-727-000	OFFICE SUPPLIES		12.25			
	582-558-727-000	OFFICE SUPPLIES		12.25			
	591-558-741-000	OPERATING SUPPLIES		24.20			
	592-558-741-000	OPERATING SUPPLIES		24.20			
	101-446-741-000	OPERATING SUPPLIES		24.20			
	101-447-741-000	OPERATING SUPPLIES		24.19			
	582-558-741-000	OPERATING SUPPLIES		24.19			
7123765030-000001							
41335	STAPLES ADVANTAGE	09/09/2014	10/07/2014	54.89	0.00	P	Y
	SUPPLIES	ksteinman					10/01/2014
	101-301-727-000	OFFICE SUPPLIES		54.89			
7123760045-000001							
41336	STAPLES ADVANTAGE	09/13/2014	10/07/2014	86.15	0.00	P	Y
	SUPPLIES	ksteinman					10/01/2014
	101-301-727-000	OFFICE SUPPLIES		86.15			
116814							
41342	STRAIN ELECTRIC COMPANY	09/19/2014	10/07/2014	1,776.44	0.00	P	Y
	REPAIRS	ksteinman					10/01/2014
	577-751-802-000	OTHER CONTRACTUAL SERVICES		1,776.44			
78503							
41195	TARGETS ONLINE	09/09/2014	10/07/2014	437.75	0.00	P	Y
	TARGETS	ksteinman					09/23/2014
	101-301-741-002	OPERATING SUPPLIES - MUNITIONS		437.75			
4018341							
41308	THAYER INC	09/23/2014	10/07/2014	50.40	0.00	P	Y
	HAIR AND BODY SHAMPOO	ksteinman					09/30/2014
	101-276-741-000	OPERATING SUPPLIES		50.40			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
395585							
41309	THAYER INC	09/23/2014	10/07/2014	93.60	0.00	P	Y
	GLOVES	ksteinman					09/30/2014
	101-276-741-000	OPERATING SUPPLIES		93.60			
127648							
41108	TRACE ANALYTICAL LAB INC	09/15/2014	10/07/2014	275.00	0.00	P	Y
	CHEMICAL ANALYSIS	ksteinman					09/18/2014
	592-560-802-000	OTHER CONTRACTUAL SERVICES		275.00			
127754							
41330	TRACE ANALYTICAL LAB INC	09/22/2014	10/07/2014	117.00	0.00	P	Y
	CHEMICAL ANALYSIS	ksteinman					10/01/2014
	592-560-802-000	OTHER CONTRACTUAL SERVICES		117.00			
61476137							
41147	ULINE	09/09/2014	10/07/2014	144.62	0.00	P	Y
	NITRILE GLOVE	ksteinman					09/19/2014
	101-751-741-000	OPERATING SUPPLIES		144.62			
443430							
41099	USA BLUE BOOK	09/08/2014	10/07/2014	636.12	0.00	P	Y
	LAB SUPPLIES	ksteinman					09/18/2014
	592-559-741-000	OPERATING SUPPLIES		636.12			
439915							
41100	USA BLUE BOOK	09/03/2014	10/07/2014	608.60	0.00	P	Y
	LAB SUPPLIES	ksteinman					09/18/2014
	592-559-729-001	OTHER CLOTHING & SUPPLIES		170.90			
	592-569-933-000-0080	REPAIRS/MAINTENANCE - EQUIP		437.70			
438839							
41101	USA BLUE BOOK	09/02/2014	10/07/2014	464.46	0.00	P	Y
	LAB SUPPLIES	ksteinman					09/18/2014
	591-559-741-000	OPERATING SUPPLIES		464.46			
441440							
41102	USA BLUE BOOK	09/04/2014	10/07/2014	144.22	0.00	P	Y
	LAB SUPPLIES	ksteinman					09/18/2014
	591-559-741-000	OPERATING SUPPLIES		144.22			
442849							
41181	USA BLUE BOOK	09/08/2014	10/07/2014	(1,156.96)	0.00	P	Y
	LAB SUPPLIES	ksteinman					09/23/2014
	591-559-741-000	OPERATING SUPPLIES		(1,156.96)			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
443434 41182	USA BLUE BOOK LAB SUPPLIES 591-559-741-000	09/08/2014 ksteinman OPERATING SUPPLIES	10/07/2014	279.60 279.60	0.00	P	Y 09/23/2014
441452 41183	USA BLUE BOOK LAB SUPPLIES 591-559-741-000	09/04/2014 ksteinman OPERATING SUPPLIES	10/07/2014	473.79 473.79	0.00	P	Y 09/23/2014
406735 41200	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	07/25/2014 ksteinman OPERATING SUPPLIES	10/07/2014	60.91 60.91	0.00	P	Y 09/23/2014
449883 41311	USA BLUE BOOK LAB SUPPLIES 592-559-933-000	09/15/2014 ksteinman REPAIRS/MAINTENANCE - EQUIP	10/07/2014	575.01 575.01	0.00	P	Y 09/30/2014
444634 41312	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	09/09/2014 ksteinman OPERATING SUPPLIES	10/07/2014	71.94 71.94	0.00	P	Y 09/30/2014
4TH OF JULY 41191	VAN BUREN COUNTY SHERIFFS OFFICE FIREWORK TRAFFIC DETAIL 101-301-802-000-0014	09/15/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	2,295.00 2,295.00	0.00	P	Y 09/23/2014
2014 41192	VAN BUREN COUNTY SHERIFFS OFFICE BLUEBERRY TRAFFIC DETAIL 101-301-802-000	09/15/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	135.00 135.00	0.00	P	Y 09/23/2014
17026 41104	WAGNER'S PLUMBING & HEATING REPAIRS HURON STREET BATHROOM 101-751-802-000	09/08/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	81.59 81.59	0.00	P	Y 09/18/2014
17030 41105	WAGNER'S PLUMBING & HEATING REPAIRS ELKENBURG PARK FAUCET 101-751-802-000	09/08/2014 ksteinman OTHER CONTRACTUAL SERVICES	10/07/2014	75.00 75.00	0.00	P	Y 09/18/2014

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
537616							
41199	RON WASHEGESIC	09/18/2014	10/07/2014	240.00	0.00	P	Y
	CAMERA STORM DRAIN/ROD DRAIN	ksteinman					09/23/2014
	592-558-802-000	OTHER CONTRACTUAL SERVICES		240.00			
44060							
41106	WEST MICHIGAN DOCUMENT	09/11/2014	10/07/2014	65.00	0.00	P	Y
	SHREDDING	ksteinman					09/18/2014
	101-301-802-001	SERVICE CONTRACTS		65.00			
159-105020							
41107	WINGFOOT COMMERCIAL TIRE SYSTEMS	09/15/2014	10/07/2014	626.20	0.00	P	Y
	TIRES	ksteinman					09/18/2014
	661-450-741-003	REPAIR & MAINT SUPPLIES		626.20			
159-1050255							
41324	WINGFOOT COMMERCIAL TIRE SYSTEMS	09/23/2014	10/07/2014	1,158.80	0.00	P	Y
	TIRES	ksteinman					10/01/2014
	661-450-741-003	REPAIR & MAINT SUPPLIES		1,158.80			
# of Invoices:	139	# Due:	0	Totals:	285,034.59	0.00	
# of Credit Memos:	5	# Due:	0	Totals:	(3,686.96)	0.00	
Net of Invoices and Credit Memos:					281,347.63	0.00	
* 2 Net Invoices have Credits Totalling:					(2,583.00)		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			70,545.10	0.00		
	202 - MAJOR STREET FUND			3,697.50	0.00		
	204 - STREET FUND			18,647.14	0.00		
	250 - DOWNTOWN DVLP AUTHORITY			89,482.76	0.00		
	253 - LOCAL DVLP FINANCE ATHR DIS			605.00	0.00		
	266 - POLICE TRAINING FUND			230.00	0.00		
	401 - CAPITAL PROJECTS FUND 1			3,730.00	0.00		
	402 - CAPITAL PROJECTS FUND 2			10,540.28	0.00		
	545 - BLACK RIVER PARK FUND			140.00	0.00		
	577 - BEACH FUND			7,534.04	0.00		
	582 - ELECTRIC FUND			29,626.18	0.00		
	591 - WATER FUND			22,739.00	0.00		
	592 - SEWER FUND			13,339.71	0.00		
	594 - MARINA FUND			82.49	0.00		
	636 - INFORMATION SERVICES FUND			9.99	0.00		
	661 - MOTOR POOL FUND			5,398.44	0.00		
	718 - TRUST & AGENCY FUND			5,000.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	002 - LIABILITIES			10,000.00	0.00		
	191 - ELECTIONS			345.61	0.00		
	202 - CITY TREASURER			10,540.28	0.00		
	209 - ASSESSOR			1,980.94	0.00		
	210 - LEGAL & PROFESSIONAL			17,123.00	0.00		
	258 - DATA PROCESSING			9.99	0.00		
	265 - BUILDINGS & GROUNDS			1,798.98	0.00		
	276 - CEMETERY DEPARTMENT			416.50	0.00		
	301 - POLICE			4,417.31	0.00		
	371 - BUILDING INSPECTIONS			8,825.50	0.00		
	446 - HIGHWAYS & STREETS			23,994.58	0.00		
	447 - ENGINEERING			256.44	0.00		
	450 - EQUIPMENT MAINTENANCE			5,398.44	0.00		
	463 - ROUTINE MAINTENANCE			3,697.50	0.00		
	558 - OPERATIONS			33,390.73	0.00		
	559 - TREATMENT			26,835.76	0.00		
	560 - IPP PROGRAM			392.00	0.00		
	569 - LIFSTATIONS - SOUTH HAVEN T			437.70	0.00		
	570 - LIFTSTATIONS - CITY			4,648.70	0.00		
	729 - DOWNTOWN DEVELOPMENT			86,482.76	0.00		
	751 - PARK DEPARTMENT			39,527.42	0.00		
	776 - OPERATIONS			222.49	0.00		
	901 - INDUSTRIAL DEVELOPMENT			605.00	0.00		

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CHECK NUMBERS 48815 - 48948

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
09/11/2014	1	48815	000087	AMERICAN ELECTRIC POWER	39.99
09/11/2014	1	48816	003145	CANNEY'S WATER TREATMENT	50.99
09/11/2014	1	48817	000418	CDW GOVERNMENT INC	584.93
09/11/2014	1	48818	000463	CITY OF SOUTH HAVEN	1,508.11 V
09/11/2014	1	48819	000471	CITY PLUMBING & HEATING CO	296.02
09/11/2014	1	48820	000843	FRONTIER	58.31
09/11/2014	1	48821	MISC	GOODWIN AHMMAD	421.77
09/11/2014	1	48822	003187	HATHAWAY, RODERICK	173.47
09/11/2014	1	48823	MISC	MATUREN & ASSOCIATES	14,000.00
09/11/2014	1	48824	001579	MICHIGAN ASSESSORS ASSOC	150.00
09/11/2014	1	48825	001618	MICHIGAN MUNICIPAL ELECTRIC	250.00
09/11/2014	1	48826	001619	MICHIGAN MUNICIPAL LEAGUE	449.00
09/11/2014	1	48827	001892	SHAWN OLNEY	10.30
09/11/2014	1	48828	002184	ROD'S PRINTS & PROMOTIONS	82.00
09/11/2014	1	48829	002418	SOUTH HAVEN SMALL ENGINES	120.71
09/11/2014	1	48830	002513	STEEL CENTER SUPPLY CO	654.96
09/11/2014	1	48831	003191	SWAN, WILL	34.24
09/11/2014	1	48832	003058	NATALIE THOMPSON	14.83
09/11/2014	1	48833	002724	UPS STORE #5080	9.96
09/11/2014	1	48834	002843	RON WASHEGESIC	120.00
09/11/2014	1	48835	002936	WINKEL'S COMMUNICATION INC	1,182.00
09/11/2014	1	48836	003213	DALE CLAYTON	76.73
09/11/2014	1	48837	003072	MARY ANN FRAZIER	57.68
09/11/2014	1	48838	001286	KNOX, JARED	79.26
09/11/2014	1	48839	003047	ERIC SMITH	76.73
09/11/2014	1	48840	MISC	SYSTEM COMPONENTS	1,508.11
09/11/2014	1	48841	UB REFUND	THOMAS, DAVID L	2,243.03
09/12/2014	1	48842	003117	7TH DISTRICT COURT EAST	200.00
09/12/2014	1	48843	003304	APPRAISAL PLUS GROUP, INC.	3,550.00
09/12/2014	1	48844	000177	AUTOWARES INC	135.94
09/12/2014	1	48845	000309	A.D. BOS OFFICE COFFEE SERVICE	71.64
09/12/2014	1	48846	003168	ELWOOD STAFFING	858.40
09/12/2014	1	48847	000994	HAPA LLC	5,445.74
09/12/2014	1	48848	UB REFUND	LAKOVIC, MILKA	137.68
09/12/2014	1	48849	001544	MENARDS	1,065.54
09/12/2014	1	48850	002155	RIDGE AND KRAMER AUTO PARTS	479.54
09/12/2014	1	48851	UB REFUND	SPEARS, SHAUN N	75.19
09/12/2014	1	48852	002478	STAPLES ADVANTAGE	34.18
09/12/2014	1	48853	002645	TRACTOR SUPPLY CREDIT PLAN	21.34
09/12/2014	1	48854	002949	WOLVERINE HARDWARE	237.89
09/12/2014	1	48855	000059	ALLEGAN COUNTY TREASURER	2,496.03
09/12/2014	1	48856	001329	LAKE MICHIGAN COLLEGE	61,324.75
09/12/2014	1	48857	002410	SOUTH HAVEN MEMORIAL LIBRARY	20,264.04
09/12/2014	1	48858	002415	SOUTH HAVEN PUBLIC SCHOOLS	571,847.97
09/12/2014	1	48859	002757	VAN BUREN COUNTY TREASURER	357,243.04
09/17/2014	1	48860	MISC	SHARRON FORBES	250.00
09/17/2014	1	48861	000430	CENTURY LINK	102.58
09/17/2014	1	48862	000514	CONSTRUCTION ASSOCIATES INC	3,233.47
09/17/2014	1	48863	001343	LAKESHORE PAINT & ARTWORKS	515.88
09/17/2014	1	48864	MISC	LLOYD T MAIN	317.68
09/17/2014	1	48865	003167	MICHIGAN DEPT OF ENVIRO QUALITY	595.00
09/17/2014	1	48866	001657	MICHIGAN TOWNSHIP SERVICES	1,105.50
09/17/2014	1	48867	MISC	RIVERWATCH CONDO ASSOCIATION	151.75
09/17/2014	1	48868	003132	SOUTH HAVEN HEALTH SYSTEM	17.32
09/17/2014	1	48869	MISC	SOUTH PIER COTTAGE LLC	300.00
09/17/2014	1	48870	002491	STATE OF MICHIGAN	6,802.09
09/17/2014	1	48871	002726	US BANK	5,800.00
09/17/2014	1	48872	002752	VAN BUREN COUNTY	175.00
09/17/2014	1	48873	002755	VAN BUREN COUNTY ROAD COMM	23.92
09/17/2014	1	48874	002958	GARY WOZNIAK	400.00
09/19/2014	1	48875	000177	AUTOWARES INC	227.57
09/19/2014	1	48876	003127	ADAM DE BOER	120.27
09/19/2014	1	48877	000843	FRONTIER	686.42
09/19/2014	1	48878	000847	FUEL MANAGEMENT SYSTEM	7,837.67
09/19/2014	1	48879	000888	GIVE 'EM A BRAKE SAFETY	1,000.00
09/19/2014	1	48880	001189	JIM & TONI'S DRYCLEANERS	342.50
09/19/2014	1	48881	001610	MICHIGAN GAS UTILITIES	87.94
09/19/2014	1	48882	001690	MIKE'S TOWING	177.75
09/19/2014	1	48883	001758	MUNICIPAL ADVISORY COUNCIL	100.00
09/19/2014	1	48884	001766	MUZZALL GRAPHICS	466.82
09/19/2014	1	48885	002034	AARON PRIEBE	202.26
09/19/2014	1	48886	002132	RELIABLE DISPOSAL INC #646	35.66
09/19/2014	1	48887	002206	RYAN RUMLER	122.99
09/19/2014	1	48888	002407	SOUTH HAVEN ICE RINK	12,000.00
09/19/2014	1	48889	003297	SPECTRUM HEALTH MEDICAL GROUP	37.06
09/19/2014	1	48890	002478	STAPLES ADVANTAGE	253.35
09/19/2014	1	48891	002724	UPS STORE #5080	43.35
09/19/2014	1	48892	002843	RON WASHEGESIC	120.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/19/2014	1	48893	002977	ZEE MEDICAL, INC	25.25
09/19/2014	1	48894	000468	CITY OF SOUTH HAVEN-PETTY CASH	406.47
09/22/2014	1	48895	MISC	AUGUSTUS GROWERS LLC	209.25
09/22/2014	1	48896	MISC	CHRISTOPHER FRENCH	1,834.78
09/22/2014	1	48897	000847	FUEL MANAGEMENT SYSTEM	7,132.36
09/22/2014	1	48898	000967	JODY GUILFORD	204.40
09/22/2014	1	48899	001161	INTERSTATE ALL BATTERY CENTER	161.17
09/22/2014	1	48900	001610	MICHIGAN GAS UTILITIES	1,762.64
09/22/2014	1	48901	002958	GARY WOZNIAK	800.00
09/22/2014	1	48902	UB REFUND	HAMMOCK, GRANT A	400.00
09/22/2014	1	48903	UB REFUND	HILLS, CHARITY S	281.99
09/22/2014	1	48904	UB REFUND	MIMS, CALVIN & KATIE	8.29
09/22/2014	1	48905	UB REFUND	SHAHER, JEFFREY J	27.65
09/23/2014	1	48906	000162	ASR HEALTH BENEFITS	69.30
09/23/2014	1	48907	003195	BLUE CARE NETWORK	56,355.45
09/23/2014	1	48908	000286	BLUE CROSS BLUE SHIELD OF MICHIGAN	588.47
09/23/2014	1	48909	003180	COPS HEALTH TRUST	9,056.13
09/23/2014	1	48910	000624	DELTA DENTAL OF MICHIGAN	4,727.87
09/23/2014	1	48911	001405	LINCOLN NATIONAL LIFE INS CO	2,865.24
09/23/2014	1	48912	001642	MICHIGAN SECTION AWWA	95.00
09/24/2014	1	48913	000177	AUTOWARES INC	151.57
09/24/2014	1	48914	MISC	BOWEN ENGINEERING	500.00
09/24/2014	1	48915	MISC	CHARLES D GREGORY	36.00
09/24/2014	1	48916	000660	DOMESTIC LINEN-KALAMAZOO	355.96
09/24/2014	1	48917	000843	FRONTIER	622.64
09/24/2014	1	48918	000994	HAPA LLC	6,032.19
09/24/2014	1	48919	001134	IDEXX DISTRIBUTION INC	852.46
09/24/2014	1	48920	MISC	JOANN MCDONALD	30.00
09/24/2014	1	48921	MISC	LARRY STILLMAN	14.00
09/24/2014	1	48922	003056	MICHAEL LEDGER	76.19
09/24/2014	1	48923	001544	MENARDS	2,672.53
09/24/2014	1	48924	MISC	MOES CONSTRUCTION	500.00
09/24/2014	1	48925	002155	RIDGE AND KRAMER AUTO PARTS	320.25
09/24/2014	1	48926	MISC	RIVEER CO	700.00
09/24/2014	1	48927	002645	TRACTOR SUPPLY CREDIT PLAN	213.22
09/24/2014	1	48928	002792	VERIZON WIRELESS	2,177.00
09/24/2014	1	48929	002949	WOLVERINE HARDWARE	745.31
09/24/2014	1	48930	UB REFUND	CAREY, JEFFREY D	29.80
09/24/2014	1	48931	UB REFUND	CLEBORNE, JEAN	55.64
09/24/2014	1	48932	UB REFUND	JAMES, BARBARA A	8.92
09/24/2014	1	48933	UB REFUND	MARTIN, CHRISTOPHER S	50.00
09/24/2014	1	48934	UB REFUND	YATES, LAURIE A	175.43
09/24/2014	1	48935	000059	ALLEGAN COUNTY TREASURER	18,118.69
09/24/2014	1	48936	001329	LAKE MICHIGAN COLLEGE	3,035.25
09/24/2014	1	48937	002410	SOUTH HAVEN MEMORIAL LIBRARY	1,002.99
09/24/2014	1	48938	002415	SOUTH HAVEN PUBLIC SCHOOLS	32,361.05
09/30/2014	1	48939	UB REFUND	ALTISOURCE SINGLE FAMILY INC	387.38
09/30/2014	1	48940	UB REFUND	BOVEN, TERRIE A	118.56
09/30/2014	1	48941	UB REFUND	GRINAGE, MARY E & ROGER P	296.02
09/30/2014	1	48942	UB REFUND	HUMMEL, MATTHEW L	74.94
09/30/2014	1	48943	UB REFUND	JIM & BERNIE ENTERPRISES	150.44
09/30/2014	1	48944	UB REFUND	LARION, BENJAMIN J	194.81
09/30/2014	1	48945	UB REFUND	SISSON, MICHAEL W	178.97
09/30/2014	1	48946	UB REFUND	STOTLER, CHAD R	186.51
09/30/2014	1	48947	UB REFUND	VILLA, EUGENIO	320.95
09/30/2014	1	48948	UB REFUND	ZORDEL, MICHAEL A	230.56

1 TOTALS:

Total of 134 Checks:	1,253,381.78
Less 1 Void Checks:	1,508.11
Total of 133 Disbursements:	1,251,873.67

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
09/19/2014	1	61(E)	000087	AMERICAN ELECTRIC POWER	<u>1,025,430.32</u>
1 TOTALS:					
Total of 1 Checks:					1,025,430.32
Less 0 Void Checks:					<u>0.00</u>
Total of 1 Disbursements:					<u>1,025,430.32</u>



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager

From: Roger Huff, P.E., DPW Director

Date: October 6, 2014

RE: State Trunk Line Maintenance Contract

Background Information:

Every five (5) years, the City of South Haven must enter into a contract with the Michigan Department of Transportation (MDOT) for the maintenance of State trunk lines within the jurisdiction of the City. Under the terms of this contract, the City will provide personnel, equipment, and facilities to maintain the State trunk line highways; and the State will reimburse the actual cost of all direct labor, employee benefits, purchased energy, materials (including handling), rental of equipment, subcontractors, and overhead. The maintenance work performed by the City is at the direction of the MDOT's Region Engineer or Engineer of Maintenance. Work items covered by this contract include routine maintenance, winter maintenance (snow removal), pavement marking as authorized (not including curb painting), sweeping and flushing.

Recommendation:

Approve Resolution No. 2014-40: A Resolution Approving the State Trunk Line Maintenance Contract.

Support Material:

MDOT State Trunk Line Maintenance Contract

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF SOUTH HAVEN

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of South Haven, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 *et seq*; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 *supra*; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF SOUTH HAVEN

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

**APPENDIX G
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-40

A RESOLUTION APPROVING THE STATE TRUNK LINE MAINTENANCE CONTRACT

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 October 6, 2014 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the State Trunkline Maintenance contract between the MICHIGAN DEPARTMENT OF TRANSPORTATION and the City of South Haven for the period of October 1, 2014 to September 30, 2019, is hereby accepted and that Ron Dotson is designated as the Maintenance Superintendent on sections of State Trunkline Highways as shown on the Municipal Route Section Map and Budget Sheets.

BE IT FURTHER RESOLVED, that the following city officials are authorized to sign the said maintenance contract: Brian Dissette, City Manager and Amanda Morgan, City Clerk.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

Amanda Morgan, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of October, 2014, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager
Roger Huff, DPW Director
Bill Conklin, Electric Engineer

From: Larry Halberstadt, PE, City Engineer

Date: October 6, 2014

RE: Electric Distribution Line Projects

Background Information

In 2013, the Board of Public Utilities reviewed and adopted a five-year plan for the Electric Distribution System. This study reviewed the City of South Haven's substations and distribution system for equipment and conductor capacity issues, voltage and VAR flow issues, projected 5 and 10 year load growth, and assessed the physical condition of the electrical system. The report provided recommendations for electrical system projects to significantly improve system reliability. These projects will provide usable circuit & substation backfeed capabilities, will rebuild lines with failing hardware, will fix problems with open-wire secondary and associated connections, and will decrease system VAR flow.

Projects for the 2014 year are either completed or under construction with an anticipated completion prior to the end of the year. The five-year plan identifies four projects for the 2015 year, as shown on the attached project list.

In addition to the projects identified in the five-year plan, the City has been working on the Core City Secondary Project. Phase I of the Core City Secondary Project is under construction and Phase II is in the final design phase. Project #109 MS-J St. Joseph Street is located within the Core City Phase II area. Thus, it is recommended that this project be accelerated from 2016 to 2015. This will permit construction to occur at the same time as the Core City Phase II project.

GRP Engineering, Inc. has submitted proposals for projects #104, #105, #106, #107, and #109 as identified in the attached project list. Staff recommends that engineering design for these projects begin at this time. This will permit GRP Engineering to complete the final designs and revise the cost estimates for these projects as needed.

Two electric projects currently underway are anticipated to impact the cash reserves of the electric fund (Phoenix Road Substation Transformer and Core City Secondary Phase I). Thus, it is not yet know if the City will be able to afford construction of all five projects during 2015. However, having the design completed with final cost estimates in hand will make it easier for staff, Council, and the BPU to select the projects that they desire to see constructed during 2015, given the funds available.

Memorandum

October 6, 2014

Electric Distribution Line Projects

Page 2 of 2

At their September 29, 2014 regular meeting, the Board of Public Utilities reviewed the proposals and passed a motion recommending that City Council award engineering services to GRP Engineering, Inc. as specified in the four attached proposals.

Recommendation:

City Council should be asked to review the proposals at their October 6, 2014 regular meeting. If they approve of the proposals, they should pass a motion authorizing the City Manager to approve the GRP Engineering, Inc. proposals for the amounts as follows:

Project #104 PR-B Blue Star Highway: \$16,000
Project #105 MS-J Lovejoy to Aylworth: \$9,000
Projects #106 and #107 Capacitor Banks: \$4,500
Project #109 MS-J St. Joseph Street: \$14,000

Support Material:

2014-2018 Electric System Projects

Map of Proposed Improvements

GRP Engineering Proposal: Project #104 PR-B Blue Star Highway

GRP Engineering Proposal: Project #105 MS-J Lovejoy to Aylworth

GRP Engineering Proposal: Projects #106 & #107 Capacitor Banks

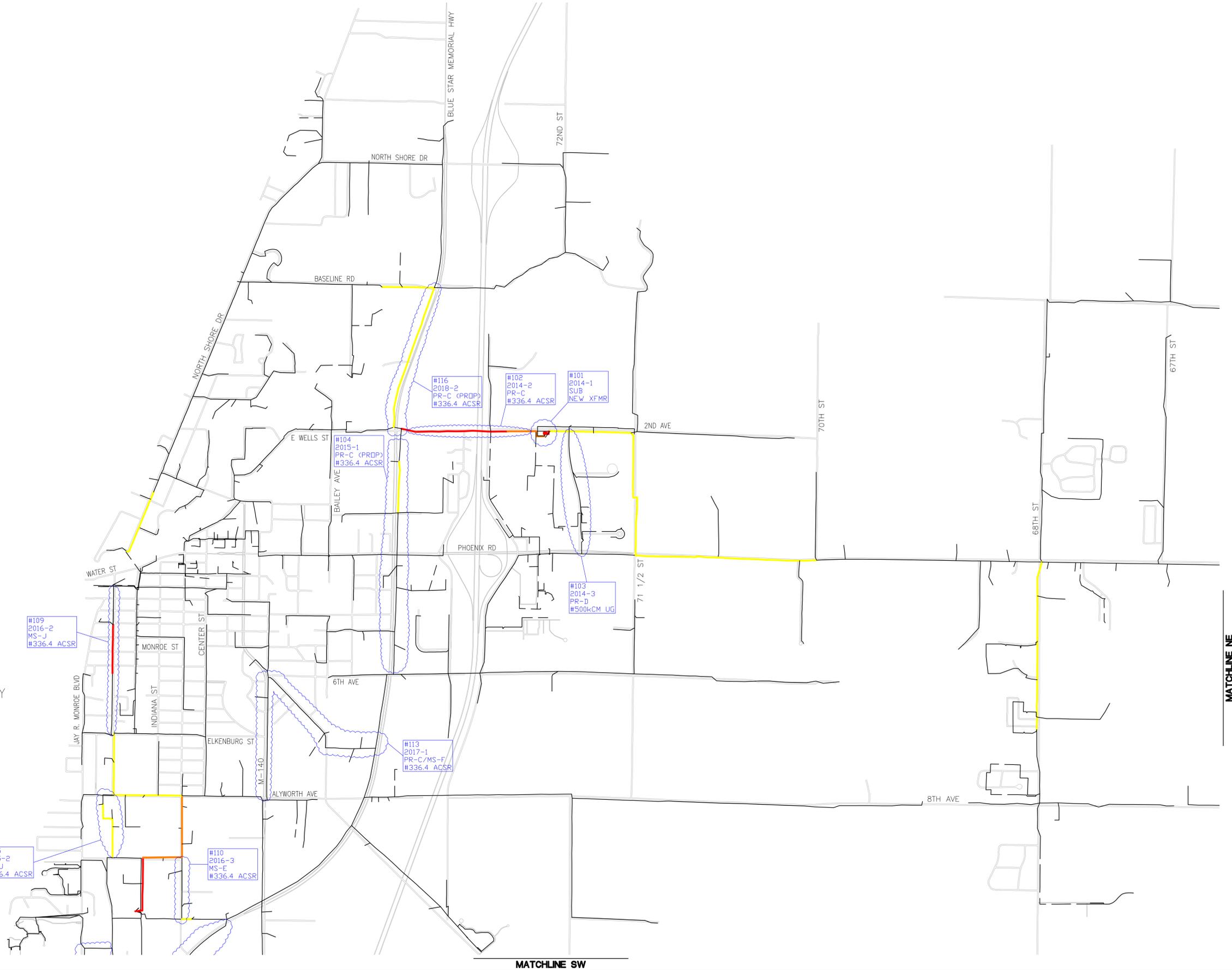
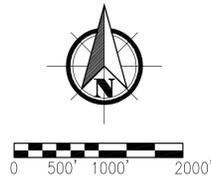
GRP Engineering Proposal: Project #109 MS-J St. Joseph Street

**City of South Haven
2014 - 2018 Electric System Projects**

Year	Project #	Priority	Project Description	Estimated Cost
2014	101	1	Installation of a second 12/16/20 MVA transformer and two underground substation exits (PR-C and PR-D) at Phoenix Road Substation.	\$1,350,000
2014	102	2	Construct new circuit PR-C on 2nd Avenue/Wells Street from Phoenix Road Substation to Blue Star Highway (0.7 miles) with #336.4 ACSR double circuit on the existing pole line to relieve load from PR-B. Move all MS-F load on North Shore Drive to this new circuit PR-C.	\$136,000
2014	103	3	Construct new circuit PR-D on Veteran's Blvd from 2nd Avenue to Phoenix Road (0.6 miles) with #500kCM 15kV CU underground including padmount switchgear to relieve load and reduce geographic area from PR-A.	\$435,000
2014 Total				\$1,921,000
2015	104	1	Rebuild PR-C (old PR-B) overhead line from 2nd Avenue/Wells Street south along Blue Star Hwy to 6th Avenue (1.0 miles) with #336.4 ACSR. Completion of this project will increase the capacity of the circuit to 500A and allow for full capacity ties to PR-A and PR-D, plus a future tie to MS-F with project #108. Shift MS-J load on Phoenix Street east of Pearl Street to PR-B.	\$165,000
2015	105	2	Rebuild MS-J overhead line from Lovejoy Street to Aylworth Avenue (0.3 miles) in the deep right-of-way with #336.4 Hendrix. This will increase the capacity of the circuit to 500A and complete a full capacity tie to MS-F.	\$75,000
2015	106	3	Add 1,800kVAR in switched capacitor banks to circuit MS-F.	\$15,000
2015	107	4	Add 2,400kVAR in switched capacitor banks to circuit PR-B.	\$20,000
2015 Total				\$275,000
2016	108	1	Complete reconstruction of MS-D along 14th Avenue between 76th Street and 77th Street (0.5 miles) including conductor upgrades to #1/0 ACSR. Completion of this project reduce potential outages from broken equipment.	\$48,000
2016	109	2	Rebuild MS-J overhead line from Elkenburg Street to Michigan Avenue north along St. Joseph Street (0.6 miles) with #336.4 Hendrix. Completion of this project will increase the capacity of the circuit to 500A up to Michigan Avenue and allow for full capacity ties to PR-C following completion of project #113.	\$145,000
2016	110	3	Rebuild MS-E along Kalamazoo Street for 0.25 miles north to Lovejoy Street with #336.4 ACSR. Completion of this project will create a full capacity tie to MS-F in this industrialized area close to the substation.	\$45,000
2016	111	4	Add 1,200kVAR in switched capacitor banks to circuit MS-E.	\$10,000
2016	112	5	Add 1,200kVAR in switched capacitor banks to circuit PR-A.	\$10,000
2016 Total				\$258,000

**City of South Haven
2014 - 2018 Electric System Projects**

Year	Project #	Priority	Project Description	Estimated Cost
2017	113	1	Rebuild the overhead tie between MS-F and PR-C (old PR-B) through switch #15 along both LaGrange Street and Phillips Street (1.1 miles) with #336.4 ACSR. This project will increase the circuit tie to full capacity thus improving the reliability of the feed to the hospital.	\$200,000
2017	114	2	Complete reconstruction of MS-D along 76th Street between 14th Avenue 20th Street (1.5 miles) including conductor upgrades to #1/0 ACSR. Completion of this project reduce potential outages from broken equipment.	\$150,000
2017 Total				\$350,000
2018	115	1	Rebuild circuit MS-D along Jay R. Monroe Blvd from the deep ROW section south to 12th Avenue (0.5 miles) with #4/0 ACSR. This conductor is currently loaded above 60% of its rating.	\$60,000
2018	116	2	Rebuild PR-C (old PR-B) overhead line along Blue Star Highway from 2nd Avenue north to Baseline Rd (0.6 miles) with #336.4 ACSR conductor. Completion of this project will provide the initial backbone of a full capacity tie on the north edge of the service area.	\$95,000
2018	117	3	Rebuild MS-E along Blue Star Highway from M-140 south to Stieve Drive with #336.4 ACSR. Completion of this project will create a new full capacity tie to MS-D.	\$85,000
2018 Total				\$240,000



LEGEND

- <60% RATED CONDUCTOR AMPACITY
- 60%-80% RATED CONDUCTOR AMPACITY
- 80%-100% RATED CONDUCTOR AMPACITY
- >100% RATED CONDUCTOR AMPACITY

#---
2013-
XXX-X
#---
PROJECT NUMBER
PRIORITY
CIRCUIT
PROPOSED CHANGE/CONDUCTOR

- NOTES:
1. NORMAL SYSTEM STATUS
 - ALL CIRCUITS AND SWITCHES IN NORMAL STATE
 - CAPACITOR BANKS SWITCHED ON
 - ALL VOLTAGE REGULATORS OPERATING
 2. CONDUCTOR AMPACITY RATING BASED ON
 - 104°F AMBIENT TEMPERATURE
 - 212°F CONDUCTOR TEMPERATURE
 - 2 FT/SEC WIND SPEED
 3. CIRCUITS LOADS BASED ON JULY 2012 PEAK.

MATCHLINE SW

MATCHLINE NE



ENG.	NMA		
DR	KMW		
CK	MPM		
APP	MPM	07-02-2013	FINAL REPORT
		06-24-2013	DRAFT REPORT
		DATE	ISSUED FOR

GRP
Engineering, Inc.

PETOSKEY, MICHIGAN, 231-439-9683
GRAND RAPIDS, MICHIGAN, 616-942-7183

CITY OF SOUTH HAVEN

SYSTEM STUDY & 5 YEAR PLAN
CONDUCTOR CAPACITY & PROPOSED PROJECTS

SOUTH HAVEN, MICHIGAN

PROJECT NUMBER
12-0550.01

DRAWING NUMBER
CAP
NW

September 17, 2014

Mr. Larry Halberstadt
City of South Haven
1199 8th Ave.
South Haven, MI 49090

**RE: Engineering Services Proposal
Project #104 PR-B Blue Star Hwy**

Dear Larry:

GRP Engineering, Inc. is pleased to present this proposal to the City of South Haven for engineering services associated with the distribution line project #104 along Blue Star Highway from 2nd Avenue south to 6th Avenue.

Project #104 PR-B Circuit Blue Star Highway Scope

Project scope is to rebuild circuit PR- B overhead line from 2nd Avenue/Wells Street south along Blue Star Highway to 6th Avenue (1.0 miles) with #336.4 ACSR conductor. Completion of this project will increase the capacity of the circuit to 500A and allow for full capacity ties to existing circuit PR-A and new underground circuit PR-D. Project includes a full reconstruction of this line section including poles, hardware and conductor. Upgrading this line section will provide more reliable service to several large commercial customers served by circuit PR-B. Estimated construction cost is: \$165,000.

Scope of Services

Our scope of services for completing the distribution line design and construction inspection services include:

- Conduct field review meeting with City of South Haven staff.
- Inventory all units for retirement.
- Complete engineering design for the project including provisions for joint-use where applicable.
- Preparation of new and removal staking sheets and associated drawings.
- Preparation of new construction and removal unit lists and required material list.
- Preparation and processing of one Construction Contract.
- Coordinate and assist on site with bid opening and contract award.
- Prepare and process all county road commission permits.
- Conduct pre-construction meeting.
- Construction stake the line project.
- On-site inspection of construction at critical times.

- Final inventory of the line project.
- Preparation of project “punch list” following completion of construction.
- Review and process monthly and final contractor invoicing.
- Preparation of record drawings & staking sheets.
- Update the WindMil computer model with new conductor and primary equipment information from the line construction project.

GRP Engineering, Inc. proposes to complete the engineering services for the Project #104 PR-B Circuit Blue Star Highway project for a lump sum fee of \$16,000. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,

GRP Engineering, Inc.



Michael P. McGeehan, P.E.
President

Enclosures

cc/enc: City of South Haven
Mr. Bill Conklin, Mr. Roger Huff

GRP ENGINEERING, INC.
HOURLY BILLING RATES

Employee Title	Engineer Level	Hourly Rate Range
Senior Project Manager	8	\$125 - \$150
Project Manager	7	\$105 - \$120
Senior Engineer	6	\$90 - \$105
Project Engineer	4 - 5	\$80 - \$90
Engineer	2 - 3	\$70 - \$80
Entry Level Engineer	1	\$50 - \$70
Engineering Technician		\$40 - \$50
Engineering Support		\$30 - \$43
Administrative Support		\$35 - \$50

Expenses will be invoiced at cost including, but not limited to, mileage, meals, lodging, printing and reproduction.

All subcontracted services will be invoiced at cost, with no additional markup.

Rates are valid through December 31, 2014

September 17, 2014

Mr. Larry Halberstadt
City of South Haven
1199 8th Ave.
South Haven, MI 49090

**RE: Engineering Services Proposal
Project #105 MS-J Lovejoy to Alyworth**

Dear Larry:

GRP Engineering, Inc. is pleased to present this proposal to the City of South Haven for engineering services associated with the distribution line project #105 located in deep right-of-way from Lovejoy Street Avenue north to Alyworth Avenue.

Project #105 MS-J Circuit Lovejoy to Alyworth Scope

Project scope is to rebuild circuit MS-J overhead line from Lovejoy Street to Alyworth Avenue north through deep right-of-way (0.3 miles) with #336.4 Hendrix aerial spacer cable. Completion of this project will increase the capacity of the circuit to 500A, will allow for a full capacity tie to circuit MS-F, and rebuild an aged section of line.. Project includes a full reconstruction of this line section including poles, hardware and conductor. Estimated construction cost is: \$75,000.

Scope of Services

Our scope of services for completing the distribution line design and construction inspection services include:

- Conduct field review meeting with City of South Haven staff.
- Inventory all units for retirement.
- Complete engineering design for the project including provisions for joint-use where applicable.
- Preparation of new and removal staking sheets and associated drawings.
- Preparation of new construction and removal unit lists and required material list.
- Preparation and processing of one Construction Contract.
- Coordinate and assist on site with bid opening and contract award.
- Conduct pre-construction meeting.
- Construction stake the line project.
- On-site inspection of construction at critical times.
- Final inventory of the line project.

- Preparation of project “punch list” following completion of construction.
- Review and process monthly and final contractor invoicing.
- Preparation of record drawings & staking sheets.
- Update the WindMil computer model with new conductor and primary equipment information from the line construction project.

GRP Engineering, Inc. proposes to complete the engineering services for the Project #105 MS-J Circuit Lovejoy to Alyworth project for a lump sum fee of \$9,000. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,

GRP Engineering, Inc.



Michael P. McGeehan, P.E.
President

Enclosures

cc/enc: City of South Haven
Mr. Bill Conklin, Mr. Roger Huff

GRP ENGINEERING, INC.
HOURLY BILLING RATES

Employee Title	Engineer Level	Hourly Rate Range
Senior Project Manager	8	\$125 - \$150
Project Manager	7	\$105 - \$120
Senior Engineer	6	\$90 - \$105
Project Engineer	4 - 5	\$80 - \$90
Engineer	2 - 3	\$70 - \$80
Entry Level Engineer	1	\$50 - \$70
Engineering Technician		\$40 - \$50
Engineering Support		\$30 - \$43
Administrative Support		\$35 - \$50

Expenses will be invoiced at cost including, but not limited to, mileage, meals, lodging, printing and reproduction.

All subcontracted services will be invoiced at cost, with no additional markup.

Rates are valid through December 31, 2014

September 17, 2014

Mr. Larry Halberstadt
City of South Haven
1199 8th Ave.
South Haven, MI 49090

**RE: Engineering Services Proposal
Project #106 MS-F & #107 PR-B Capacitor Banks**

Dear Larry:

GRP Engineering, Inc. is pleased to present this proposal to the City of South Haven for engineering services associated with distribution system projects #106 MS-F & #107 PR-B Capacitor Banks.

Projects #106 MS-F & #107 PR-B Capacitor Banks

Project scope includes installation of polemount capacitor banks on circuits MS-F and PR-B totaling 1,200kVAR and 2,400kVAR on each circuit respectively. Size and location of capacitor banks on each circuit will be determined as part of the project. Completion of this project will reduce losses on the distribution system, will reduce VAR charges from AEP, and will help to stabilize voltage on these two distribution circuits. Installation of capacitor banks to be completed by City of South Haven crews. Estimated construction cost is: \$35,000.

Scope of Services

Our scope of services for completing the capacitor bank installation project include:

- Assess 2014 system VAR (reactive power) load from AEP metering data.
- Review system model and determine size and best proposed location for capacitor banks.
- Field review proposed capacitor bank placement with City of South Haven staff.
- Preparation of construction staking sheets and associated drawings.
- Preparation of assembly drawings and required material list.
- Assist City of South Haven with capacitor bank & controller procurement.
- Review installation with City of South Haven electrical crews
- Program and field test capacitor bank controller.
- Update the WindMil computer model with final capacitor bank size and location.

GRP Engineering, Inc. proposes to complete the engineering services for Projects #106 MS-F and #107 PR-B Capacitor Banks for a lump sum fee of \$4,500. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,

GRP Engineering, Inc.



Michael P. McGeehan, P.E.
President

Enclosures

cc/enc: City of South Haven
Mr. Bill Conklin, Mr. Roger Huff

GRP ENGINEERING, INC.
HOURLY BILLING RATES

Employee Title	Engineer Level	Hourly Rate Range
Senior Project Manager	8	\$125 - \$150
Project Manager	7	\$105 - \$120
Senior Engineer	6	\$90 - \$105
Project Engineer	4 - 5	\$80 - \$90
Engineer	2 - 3	\$70 - \$80
Entry Level Engineer	1	\$50 - \$70
Engineering Technician		\$40 - \$50
Engineering Support		\$30 - \$43
Administrative Support		\$35 - \$50

Expenses will be invoiced at cost including, but not limited to, mileage, meals, lodging, printing and reproduction.

All subcontracted services will be invoiced at cost, with no additional markup.

Rates are valid through December 31, 2014

September 17, 2014

Mr. Larry Halberstadt
City of South Haven
1199 8th Ave.
South Haven, MI 49090

**RE: Engineering Services Proposal
Project #109 MS-J St Joseph Street**

Dear Larry:

GRP Engineering, Inc. is pleased to present this proposal to the City of South Haven for engineering services associated with the distribution line project #109 along St. Joseph Street from Elkenburg Street north to Michigan Avenue.

Project #109 MS-J St. Joseph Street Scope

Project scope is to rebuild circuit MS-J overhead line from Elkenburg Street north to Michigan Avenue (0.6 miles) with #336.4 Hendrix aerial spacer cable. Completion of this project in 2015 will increase the capacity of the circuit to 500A from the substation up to Michigan Avenue and will complete the rebuild an aged section of line in conjunction with the Core City Secondary project in the same area. Project includes a full reconstruction of this line section including poles, hardware and conductor. Estimated construction cost is: \$145,000.

Scope of Services

Our scope of services for completing the distribution line design and construction inspection services include:

- Conduct field review meeting with City of South Haven staff.
- Inventory all units for retirement.
- Complete engineering design for the project including provisions for joint-use where applicable.
- Preparation of new and removal staking sheets and associated drawings.
- Preparation of new construction and removal unit lists and required material list.
- Preparation and processing of one Construction Contract.
- Coordinate and assist on site with bid opening and contract award.
- Conduct pre-construction meeting.
- Construction stake the line project.
- On-site inspection of construction at critical times.
- Final inventory of the line project.

- Preparation of project “punch list” following completion of construction.
- Review and process monthly and final contractor invoicing.
- Preparation of record drawings & staking sheets.
- Update the WindMil computer model with new conductor and primary equipment information from the line construction project.

GRP Engineering, Inc. proposes to complete the engineering services for the Project #109 MS-J St. Joseph Street project for a lump sum fee of \$14,000. Should additional services be required outside the scope of this proposal, we will complete those tasks on an hourly basis based on the attached rate sheet.

We appreciate the opportunity to submit this proposal and look forward to being of service to you. Please contact me should you have any questions.

Sincerely,

GRP Engineering, Inc.



Michael P. McGeehan, P.E.
President

Enclosures

cc/enc: City of South Haven
Mr. Bill Conklin, Mr. Roger Huff

GRP ENGINEERING, INC.
HOURLY BILLING RATES

Employee Title	Engineer Level	Hourly Rate Range
Senior Project Manager	8	\$125 - \$150
Project Manager	7	\$105 - \$120
Senior Engineer	6	\$90 - \$105
Project Engineer	4 - 5	\$80 - \$90
Engineer	2 - 3	\$70 - \$80
Entry Level Engineer	1	\$50 - \$70
Engineering Technician		\$40 - \$50
Engineering Support		\$30 - \$43
Administrative Support		\$35 - \$50

Expenses will be invoiced at cost including, but not limited to, mileage, meals, lodging, printing and reproduction.

All subcontracted services will be invoiced at cost, with no additional markup.

Rates are valid through December 31, 2014

Memorandum:

Date: October 1, 2014

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Kentucky Avenue Reconstruction

I am pleased to report that the engineering department has completed the plans and received bids for the reconstruction of Kentucky Avenue. This project was planned and budgeted as one of the current fiscal year priorities to be funded by the DDA. The pavement on Kentucky Avenue has been in failing condition for several years, and is in need of full depth reconstruction. Fortunately, the drainage, water, and sewer systems are all in relatively good condition, so no utility reconstruction work is needed.

The general scope of the work is to remove the pavement and the top 2 feet of underlying gravel and soil, then install underdrains, a layer of sand, a layer of gravel, and 2 layers of new asphalt pavement. A few minor curb repairs will be done, while the majority of the existing curbs will remain in place.

The driveways on this dead end road will remain accessible by gravel surface while the project is underway. This can be accomplished by performing the excavation, sand, and gravel work in two separate stages, building one side of the road at a time while the other side remains usable for vehicle access.

On September 25, the engineering department received bids for the project. Seven bids were received, with the low bid coming from Kalin Construction in the amount of \$342,218.55. As with the Dyckman Avenue project, the engineering department is pleased to see the successful bid coming from Kalin Construction, a company with a strong track record for similar projects in South Haven. Kalin is prepared to complete the project with a schedule of October 15 to November 15, pending City Council approval.

If the City Council desires to complete the project as described above, the contract with Kalin Construction in the amount of \$342,218.55 will need to be approved at the October 6 City Council meeting.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of South Haven, 539 Phoenix St.
South Haven MI 49090 (“Owner”) and
Kalin Construction Co. Inc. 2663 Yore Avenue Sodus MI 49126 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

21.5 stations of road reconstruction with excavation, underdrain, subbase, aggregate base and hma pavement. 273 linear feet of conc. curb and & gutter, 16 structure adjust case 2 with cast iron utility covers. Pavement removals, permanent traffic signs, topsoil turf restoration and other miscellaneous work.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Kentucky Avenue Reconstruction

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by City of South Haven (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 15, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 22, 2014.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Spec Reference	Pay Item	Qty	Units	Unit Price	Amount
1	01 10 00	Mobilization, Max 10,000	1	LSUM	\$ 7,000.00	\$ 7,000.00
2	01 50 00	Temporary Traffic Control	1	LSUM	\$ 2,100.00	\$ 2,100.00
3	10 14 53	Traffic Signs, Permanent	14.3	Sq. Ft.	\$ 16.50	\$ 235.13
4	10 14 53	Post, Steel, 3lb	5	Each	\$ 77.00	\$ 385.00

5	31 10 00	Curb Rem.	273	Ln. Ft.	\$ 11.60	\$ 3,166.80
6	31 10 00	Sign Rem.	5	Each	\$ 44.18	\$ 220.90
7	31 10 00	Pavt. Rem.	311	Sq. Yd.	\$ 4.53	\$ 1,408.83
8	31 10 00	Utility Structure Rem, Water	2	Each	\$ 329.25	\$ 658.50
9	31 10 00	Utility Line Rem, Water	20	Ln. Ft.	\$ 25.63	\$ 512.60
10	31 22 13	Roadway Grading	21.5	STA	\$ 1,960.12	\$ 42,142.58
11	31 25 13	Inlet Protection, Silt Bag	11	Each	\$ 96.97	\$ 1,066.67
12	32 01 16	Cold Milling HMA Pavement Surface	7130	Sq. Yd.	\$ 1.50	\$ 10,695.00
13	32 11 16	Subbase	1967	Cu. Yd.	\$ 11.01	\$ 21,656.67
14	32 11 23	Aggregate Base, 21AA, 8 inch	7130	Sq. Yd.	\$ 8.23	\$ 58,679.90
15a	32 12 16	HMA, 5E1	612	Ton	\$ 77.52	\$ 47,442.24
16a	32 12 16	HMA, 4E1	1073	Ton	\$ 64.26	\$ 68,950.98
17a	32 12 16	Hand Patching	52	Ton	\$ 168.30	\$ 8,751.60
18	32 13 13	Curb and Gutter, Conc.	273	Ln. Ft.	\$ 19.88	\$ 5,427.24
19	32 91 19	Topsoil Surface, 4 inch, Screened	290	Sq. Yd.	\$ 8.41	\$ 2,438.90
20	32 92 19	Erosion Fabric, NAG S75BN	290	Sq. Yd.	\$ 1.23	\$ 356.70
21	32 92 19	Seed & Fertilizer	290	Sq. Yd.	\$ 1.20	\$ 348.00
22	33 05 14	Structure Cover, EJ #1040 Logo Sanitary	5	Each	\$ 486.52	\$ 2,432.60
23	33 05 14	Structure Cover, EJ #1040 Logo Storm	1	Each	\$ 486.52	\$ 486.52
24	33 05 14	Structure Cover, EJ #1046 Logo Sanitary	3	Each	\$ 486.52	\$ 1,459.56
25	33 05 14	Structure Cover, EJ #7030	3	Each	\$ 735.06	\$ 2,205.18
26	33 05 14	Structure Cover, EJ #7065	3	Each	\$ 626.37	\$ 1,879.11
27	33 05 14	Structure Adjust, Case 2	16	Each	\$ 362.28	\$ 5,796.48
28	33 05 14	Valve Box Adjust	3	Each	\$ 136.91	\$ 410.73
29	33 05 14	Structure Tap, 6 inch	10	Each	\$ 103.89	\$ 1,038.90

30	33 11 13	Watermain, 12 inch	5 Ln. Ft.	\$ 305.91	\$ 1,529.55
31	33 12 13	Water Svc, 2 inch	63 Ln. Ft.	\$ 27.46	\$ 1,729.98
32	33 12 13	Curb Stop, 2 inch	1 Each	\$ 609.70	\$ 609.70
33	33 46 00	Underdrain, Subgrade, 6 inch	4332 Ln. Ft.	\$ 3.00	\$ 12,996.00
34	N.A.	Early Completion Schedule	1 LSUM	\$26,000.00	\$ 26,000.00
Total of all Bid Prices					\$342,218.55

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. ~~Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.~~ Engineer will prepare payment requests once per month for Contractor’s review and acceptance, in accordance with paragraphs SC14.02A and SC14.02B of the Supplementary Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments ~~on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the _____ day of each month in accordance with Article 14 of the General Conditions and paragraphs SC-14.02A, SC-14.02B, and SC-14.02C of the Supplementary Conditions,~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the

Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;~~and~~

~~b. _____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ~~_____ percent per annum~~ no higher than the maximum allowed by law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor 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. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. General Conditions (pages 1 to 62, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Division 01-49 specifications as listed in the table of contents of the Project Manual:
 - 7. Michigan Department of Transportation Standard Plans:
 - a. Standard Plan R-30-G: Concrete Curb and Concrete Curb & Gutter
 - 8. Special Provisions:

Special Provision for Unique Pay Items
MDOT 12SP501(E) Recycled Hot Mix Asphalt on Local Agency Projects
MDOT 12SP501(J) Acceptance of HMA Mixture on Local Agency Projects

for all MDOT special provisions included on project, substitute “Owner” in place of “Department”

9. Drawings consisting of the following _7 sheets:

1 of 7	Title Sheet
2 of 7	Removals
3 of 7	Improvements
4 of 7	Removals/Improvements
5 of 7	Removals/Improvements
6 of 7	Removals/Improvements
7 of 7	Soil Erosion

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 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 or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on October 6, 2014 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of South Haven

By: _____
(Brian Dissette)

By: _____

Title: City Manager

Title: _____
(Attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

539 Phoenix Street

South Haven MI 49090



BASELINE ROAD

KENTUCKY AVENUE

Parks Commission

Regular Meeting Minutes

Tuesday, July 8, 2014
6:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

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

3. Approval of Agenda

Motion by Moore, second by Toneman to approve the agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record – June 10, 2014

Motion by Cobb, second by Moore to approve the June 10, 2014 regular meeting minutes for the record.

All in favor. Motion carried.

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

There were none.

OLD BUSINESS

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

Halberstadt reviewed the options provided by Cornelisse Design Associates, Inc.

Reviewing Option A, which has a low seat wall that would serve as the sign, Halberstadt noted that there is a similar seat wall in front of City Hall and directed the commission to the photograph of same in the packet. Noted that there could be decorative bricks or tile in front of the seat wall in lieu of the swath of concrete shown in the illustration.

In response to questions from the commissioners regarding the size of the proposed seat wall and whether this intersection would still be a 4-way stop, Halberstadt informed that during the reconstruction the driveway into the parking area will shift to be centered on the driving aisle in the parking lot and there will still be signs to indicate a 4-way stop. The seat wall would only have two sections of concrete as opposed to the larger one in front of city hall. Toneman questioned whether the number of parking spaces in the Dyckman Access would increase or decrease, to which Halberstadt responded neither, the number of parking spaces will remain the same. Halberstadt noted that the cost of this conceptual plan, Option A, would run around \$8,000.

Reviewing Options B, C and D, Halberstadt indicated that all use some form of free-standing sign. Halberstadt pointed out the Ellen Avery Park sign included in the packet which is made from a plastic composite as an example of a sign being used in the city that is a little nicer quality than some of the other signs. Options B, C and D would cost around \$4,000 to \$5,000. Discussion ensued regarding the life span of this type of sign with Halberstadt noting that the sign shows little sign of wear.

Photo 5 in the Parks Agenda packet shows supplementary signs that are available at the far end of the parking lot as people enter the beach area. These signs inform of the beach hours and rules.

Halberstadt displayed the new kiosk at City Hall as another potential sign type to consider, with size modifications appropriate to location.

Reinert asked whether the designer made any recommendations. Halberstadt noted that the designer did not make any recommendation but she suggested getting something for such entrances that are a little nicer than what has been used in the past. Noted that signs posted at the entrance of a park or beach area often have too much information to digest when driving into the park. Halberstadt suggested just the name of the area at the entrance with the informational signs closer to where patrons are entering the beach area from the parking area. Reinert commented on continuity of signs and believes a welcoming sign at the entrance is sufficient in that area.

Elaine Herbert, 140 North Shore Drive. Noted that standardizing all over town, repeating the same image, colors and design, is good marketing practice. Asked whether Dyckman access is a park. Reinert noted it is a public beach access. Halberstadt noted that some areas are in the charter for the parks, however he is not sure if Dyckman access is one of them. Herbert noted that there are a few of these areas, naming Newcome and Oak Street, and stated, "Understanding where they fall and whether they need all these park rules, etc. is up to you guys. My concerns are that this is a significant beach access, it's very busy; very visible; anyone going to North Beach goes by it. It is one of the last small open views; the sunsets are directly visible when coming across the drawbridge in the summer. For those who don't own lake property it's a very significant view. Anything that blocks the view can be somewhere other than in the view of the lake." Herbert recommended keeping the front sign low-profile, noting Option A is low profile and she thinks the simpler the better.

Reinert asked why this is called an "access" and suggested calling it "Dyckman Beach". Halberstadt noted that the city treats these as parks, whether or not there is a formal legal description of it as a park. Herbert commented that calling it an access seems to indicate to some people that this is a place to launch a boat, so they drive in there pulling their boat or jet-skis on a trailer and then have to maneuver back out.

After discussion initiated by Moore regarding public and private beaches, Herbert noted that the high water mark is where private property starts. Moore commented on the high taxes people with lakefront property pay and stated that the Michigan law only made the public beach available for traverse by things such as quad runners. Herbert said general understanding is that people can walk the beach and enjoy it, but only park a blanket on a public beach. Halberstadt noted that the bottom lands belong to the state; people can actually put their chair in six (6) inches of water beyond a privately owned lot.

It was noted that Dyckman is a place for people to park and walk down to the beach. It is not a park; there is nothing there but parking spaces and the beach.

Reinert agrees with Herbert that Option 1 is the best, and also consider whether this type of signage could begin to be used as signs are replaced in other areas. Halberstadt agrees with working toward some consistency.

Moore suggested using the logo on the sign/bench. Reinert and Herbert reiterated simplicity. Reinert suggested less concrete and maybe brick pavers; keep the openness but do less sidewalk.

Herbert noted that a lot of people in this town would like to have one beach that could be a dog beach and she would have no objection if that were Dyckman Beach.

Herbert commented that Suzie Fitzgibbon has talked to her about not liking the beach grasses, such as those at Avery Park and noted, "I respect her opinion but I love those grasses. If Dyckman had the low beach grasses it would be a beautiful, soft transition." It was discussed that there are smaller, low-growing grasses available and when they get overgrown they need to be divided.

Moore noted that there seems to be some consensus among the board:

- Low profile
- Use the term Beach instead of Access
- Consistent signage throughout the Parks and Beaches

Reinert requested that Halberstadt go back to Cornelisse and ask that she address some of the concerns discussed. "Is everybody agreeable with Option A?"

Toneman disagreed with less concrete; he likes Option A the way it was presented. Toneman spoke to the concrete being a spot where bikers could stop momentarily to rest or wait for others in their group to catch up. Herbert commented that she would like bikes to stay off the sidewalks and stay on the streets. Reinert wondered if Cornelisse could show some variations on Option A.

Halberstadt noted that what is put in the public right-of-way is up for discussion. Reinert noted that Fitzgibbon objected to grasses that impede the view; there may be some type of plants that could be used on both sides that would be appealing. A combination of this and Option A might be a good place to start.

Motion by Moore to accept Option A with plantings being low profile and change the name to Dyckman Beach. Second by White.

Yeas: Cobbs, Moore, White, Reinert.

Nays: none.

Motion carried.

Toneman indicated that he abstained.

Halberstadt recommends that we get Cornelisse to show some actual plants that are low profile, perennial and low maintenance.

Toneman suggested that it be checked to be sure whether this is even something the Parks Commission can rule on, asking where this request came from. Halberstadt noted that the City Manager asked that he bring this to Parks Commission.

Herbert asked if there is a consistent font that is used on signage throughout the city, noting "that makes the city look good".

Discussion of whether this Dyckman beach access property is in the DDA (Downtown Development Authority). Herbert suggested that there is a lot of money that could be made available for this kind of project. Discussion ensued regarding the fence removal being a big improvement to that area already.

NEW BUSINESS

7. Commission will be requested to review changes to the play structure at Kid's Corner.

Halberstadt explained that this play structure was built as a community project in 1988 and noted that the city wants to be sensitive to the people that originally built this.

Halberstadt informed that there was a bit of an incident where a child tripped on one of the higher tires and got his head stuck in the inside of a tire. In response to that incident staff stuffed the tires with some plastic tubing to eliminate anyone else getting stuck in them. "The question I'm bringing to you is whether you want to replace these tire climbers with something else".

Moore asked how many similar incidents have been reported, to which Halberstadt responded that this is the only one he is aware of. After discussion of replacing the tire climbers with a metal climber, Toneman suggested the metal climber appears more dangerous than the tires. Reinert commented that she thinks putting in metal components takes away from what the park is. Consensus of the commissioners is that the retrofitting of the tires has solved much of the issue. Discussion ensued regarding whether the tires need to be replaced or not, putting boards under the tire climber or rubber underneath the tires. Further discussion regarding this being a freak accident and the only one staff is aware of in over twenty-five years. Reinert noted that staff has already done something to make it safer and again suggested putting a rubber safety mat beneath the taller tire climber. Toneman noted that the structure was built for safety.

Halberstadt noted that a major safety issue could be improved upon by putting a different base material under the entire structure, but that product is very expensive.

Reinert asked if there is pressure from somewhere to do more to address the safety concern, to which Halberstadt responded that there is not.

Motion by Moore, second by Toneman to accept the safety modifications that have been done to the present tire climbers at the Kids Corner play structure at Monroe Park.

All in favor. Motion carried.

In response to a question from Reinert, Halberstadt responded that the restrooms at Monroe Park have been repaired and are open to the public.

Halberstadt also noted that during the course of working around the restroom building, it was observed that the roofing is in need of repair or replacement. Bids are being solicited for that work.

Halberstadt informed of an incident this past weekend in which a child was going down a metal slide which has a wooden railing framework. The child slid down holding onto the wooden rail and got a big sliver in his hand. Toneman suggested replace the rails or sand them down. Moore suggested replacing the wood with composite material. There was discussion of the prudence of future replacements being done with composite material.

8. Commissioner Comments

Moore: Asked for an update on bike racks. Halberstadt reported that he has not gotten any out yet but has been working with Ron Dotson, the Operations Manager, regarding where best to place racks that would not be in the way of spring sand removal. Reinert stated that she noticed that no new racks have been placed on North Shore Drive and that she looked at various bike racks in town. Moore asked if the goal is to unify the bike racks or just make sure there are bike racks there. Reinert pointed out that the city wants bikers to come into the community so bike racks need to be installed. Halberstadt noted that the original discussion was a simple concern that there were not any bike racks in some areas, so the question is whether to just put in the bike racks we have or do something nicer. Halberstadt noted that if we unify things, we could have a backup in stock in case we need to replace one due to damage. Reinert pointed out that if the funds are available, one bike rack could be placed at each spot. Halberstadt said that is his intention.

Moore: Still has questions about tennis courts. Halberstadt noted that nothing has really happened since the last meeting and reminded that there are plans to have tennis courts in the SHARP park when they get the funding to build it. Moore noted that project has been going on for ten years with no progress. Halberstadt noted it has been a long project and he does not really know what to tell you as he has not been involved.

Moore: Asked why the bench donor had to ask permission to put a bench on his own property. Halberstadt explained that the request was for the bench to be placed in the public right of way.

Moore noted that there is a cleanup at Black River Preserve on 8th Street, next to the Rod and Gun Club tomorrow.

Toneman: Observed that the dogs were taking over the farmer's market on Saturday. Big dogs. Noted that Holland has barred dogs from their farmer's market. There were big dogs, going at it, going after the food. Moore agreed that it was very uncomfortable this weekend. Halberstadt will bring this issue to the city manager's attention.

Moore: Asked for an update on the sailboard rental operation. Halberstadt said it was approved at City Council. Discussion ensued regarding the number of red flag and rainy days. Moore noted that the he is sure the owner is not going to take them down there when there are warnings out.

Cobbs: No comment.

White: Asked about fencing for Elkenburg Playground. Halberstadt informed that Abonmarche has been getting quotations. Once they had three (3) quotations the request will go to the State of Michigan granting agency for permission to go forward. Halberstadt hopes to see that installation within the next four (4) weeks. Cobb asked whether parking on the street near the play area could be eliminated. Halberstadt said staff can certainly look at that, noting that there are some weird older regulations in place. Halberstadt hopes once the fence is up it will eliminate most of that problem. Suggestions of placing No Parking and Children Playing signs at least until the fence is up.

9. Adjourn

Motion by Moore, second by Cobbs to adjourn at 7:04 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Board of Public Utilities

Regular Meeting Minutes

Monday, July 28, 2014
4:00 p.m., DPW Conference Room
1199 8th Avenue



City of South Haven

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

2. Roll Call

Present: Burr, Henry, Roberts, Rose, Winkel, Stickland

Absent: Overhiser, Stein

3. Approval of Agenda

Motion by Henry, second by Winkel to approve the July 28, 2014 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – May 19, 2014 Regular Meeting Minutes

June 10, 2014 Committee Minutes

Motion by Burr, second by Roberts to accept the May 19, 2014 regular meeting minutes and the June 10, 2014 committee minutes as written.

All in favor. Motion carried.

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

None at this time.

REPORTS

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

A. 2014 Billings – All Charges

B. 2013 Billings – All Charges

Burr noted that kw hours/sales are up this June as compared to last year at this time.

6. Financial Reports

- A. Electric Fund – Financial Report for period ending June 30, 2014
- B. Electric Fund – Review of Percentage Billed
- C. Water Fund – Financial Report for period ending June 30, 2014
- D. Water Fund – Review of Percentage Billed
- E. Sewer Fund – Financial Report for period ending June 30, 2014

Discussion ensued regarding interest income being an adjustment for Market Value. Hochstedler discussed a net correction to the fuel adjustment calculation. Other operating expense for this particular month includes a portion of the inventory on hand, to adjust it to the actual.

Hochstedler explained that she is not getting project codes on invoices, which makes it impossible for her to charge expenses out to the correct projects. Discussion ensued regarding keeping track of the inventory of electric parts and even salt. Halberstadt stated that these are not insurmountable issues and noted that Hochstedler needs to be provided with the information she needs to keep better records. Roberts pointed out that good record-keeping is protection for everyone involved. Henry noted that we should be able to say we spent X dollars (\$X) on this project and we either overspent or underspent. Halberstadt noted that staff has been using a trailer to store the product for a particular project so it does not get mixed in with the product in the store room. Hochstedler noted that she often does not have a project budget to look at to know if costs are in the ball park as a project comes to a close.

Stickland asked for a report to the board regarding what will be done to initiate using project codes; Halberstadt expressed his willingness to provide the requested information.

Burr asked about debt service. Hochstedler explained why it was moved to the balance sheet, noting that only the interest is expensed. Hochstedler noted another change; on the sewer fund it shows as a negative amount on special assessment revenue; on the water fund the principal part of the installments had to be moved. “Every year at this time we also take out the revenues and put it against the receivable to show how much we have to collect yet,” Hochstedler commented.

Burr noted the loss and the depreciation, “Is the difference that is shown what was actually lost?” to which Hochstedler responded that the Kalamazoo project has not been taken out and capitalized yet.

Burr asked about the cash amount on the electric fund; Hochstedler said she will get that figure to him.

7. Quarterly Outage Report

Burr noted that the rebuild near the Catholic Church is going to be done and wondered when the contractor will come back, to which Halberstadt responded that staff was told that work will resume after Labor Day. Burr commented that we have not had the storms this summer that we have had in the past. Stickland said the majority of our outages are caused by trees, squirrels and obsolete (failed) devices. Stickland suggested squirrel guards and upon questions, explained how they work.

Discussion ensued regarding preventability of outages due to failed devices, the length of time since the secondary has been addressed with maintenance and what constitutes an underground failure.

8. Unresolved Issues Report

No changes.

NEW BUSINESS

9. Board will be requested to approve award of contract for Cross Connection Control Program.

Halberstadt noted that the city runs a Cross Connection Control Program; it's been about three (3) years since the city contracted with someone. Halberstadt explained that the state mandates that municipalities run this program; the purpose is to prevent potentially contaminated water from flowing back into the public distribution system. High risk customers get inspected annually. Burr explained that we have a contractor who takes care of managing testing of backflow preventers. Burr noted, in response to a question from Roberts, that if it fails the test the backflow preventer has to be inspected.

The board discussed whether a bid other than the low bid can be approved.

Motion by Henry, second by Winkel to award the contractor, Hydro Design, the project based on their prior performance.

10. Acting Public Works Director Comments

A. Next Meeting is scheduled for August 25, 2014.

B. As of today, Roger Huff has returned to work on a part time schedule. He will be working Monday, Wednesday, and Friday from 8:00 AM – 12:00 PM. I will continue

assisting Roger with Department of Public Works (DPW) Director duties until he is able to return to work full time.

11. Board Member Comments

Roberts: June 10th meeting minutes. Stickland noted that the main focus of the meeting was whether to form an authority. Halberstadt noted there is some potential cost savings. Hochstedler noted that the state looks on authorities more favorably. Stickland noted that we hope to bring back information at another meeting. Halberstadt noted that we have legal counsel to help us through the process.

12. Adjourn

Motion by Henry, second by Winkel to adjourn at 5:10 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Zoning Board of Appeals

Regular Meeting Minutes

Monday, July 28, 2014
7:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

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

3. Election of Officers 2014-2015

Motion by Bugge to nominate the officers (Chair: Lewis and Vice-Chair Paull) now serving.
Second by Miller.

Motion by Miller to close nominations.

All in favor. Motion carried.

By unanimous consent, officers Lewis for Chair and Paull for Vice-Chair were approved.

4. Approval of Agenda

Motion by Bugge, second by Paull to approve the July 28, 2014 regular meeting agenda as presented.

All in favor. Motion carried.

5. Approval of Minutes – March 24, 2014

Motion by Bugge, second by Wheeler to approve the March 24, 2014 regular meeting minutes as corrected:

- Page 2, top of page. Replace the word “neighbor’s” with “neighboring.”

All in favor. Motion carried.

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

None at this time.

7. New Business – PUBLIC HEARING

Goodwill Industries, Inc., is asking for three (3) variances for their proposed store located at 340 73 ½ Street. The variances would reduce the proposed side yard setback from the required 30 feet to 24 feet (south) and 20 feet (north). The applicant is also asking for a landscaping variance to reduce the front landscaping requirement from 25 feet to 10 feet. The parcel number for the subject property is 80-53-620-052-00. This application seeks variances from zoning ordinance sections 2405, 1-a, and 2406 1-a.

Bugge explained her previous working relationship with the applicant and disclaimed any current professional relationship or financial interest.

Anderson explained that the applicant was unaware of the overlay zoning and designed the project according to the underlying B-4 zone. Anderson does not have a problem with the requested variances, noting that this property does not front on Phoenix Street and explaining that the overlay zone was intended for the main corridors. The sub-committee included the entire Meijer property and those on this south side because they felt that at some time this property will all be developed. Anderson felt that was a strong mitigating circumstance and the lot is fairly narrow with an unusual configuration for what they want to do.

Anderson also noted that this application has been to Planning Commission one time. Planning Commission tabled their decision; their next meeting is a week from Thursday. “By then the applicant should have addressed all the necessary corrections and updates requested by staff and the decision of the Zoning Board of Appeals (ZBA).” Anderson assumes the board has read the findings of staff and applicant.

Motion by Paull, second by Bugge to open the public hearing.

All in favor. Motion carried.

Terry Schley, President of Schley Architects, 4200 South 9th Street, P.O. Box 9640, Kalamazoo, MI 49009 Introduced Kris Nelson, also with Schley Architects and John Dillworth, CEO of Goodwill Industries. Noted they are here to answer questions, particularly regarding anything that brought them to this point. Interprets that the overlay would appear generally intended for a different kind of outcome than where this particular site is located.

Lewis called for questions. Bugge noted on the application that on the south side the setback on the plan is thirty-two feet eight inches (32’8”) and asked where that is measured to commenting, “It is only twenty-four feet (24’).”

Chris Nelson, Schley Architects, explained that the dimension you see is the width of the driveway. The measurement is from the property line to the drop-off structure. Bugge noted that a variance is not required on that side to which Nelson agreed.

Bugge asked about the “garage.” Nelson explained that it is a covered drop-off with garage doors on each end so people can drop off donations without actually coming inside the

building. Bugge asked for the size of that area and why it is that wide. Nelson said it is designed for two (2) vehicles. Bugge stated that the garage could be only one car wide and allow the overall building to be narrower. Schley explained, "The reality is we are trying to receive donations and it is frequently the case that someone pulls up and there is quite a bit of activity; the area around the vehicles is needed to get people out of both sides of the car; get things out of the back seat of the car; get things out through the trunk and from attached additional vehicles."

Dillworth: The dimensions for donation drive-through are based on the way Goodwill stores in Minneapolis/St. Paul takes donations. "With the garage doors closed in the winter people could come and donate merchandise without having to feel the full brunt of the wind off of Lake Michigan. This is the way this is done with all Goodwill stores in Minneapolis/St. Paul."

Bugge requested the gross floor area of the store noting that zoning is only concerned with the usable floor area. Nelson responded that the usable floor area is around 5400 square feet.

Bugge noted that the overlay zone only requires one (1) parking space for each 200 square feet of usable floor area so your required spaces would be twenty-seven and you are providing fifty (50) spaces. Lewis asked what the requirement would be for the B-4 zoning district and it was determined that it would be thirty-six (36). In response to a query by Bugge asking if/why the applicants are asking to increase the required parking spaces, Schley responded that at certain times, such as Super Saturdays, the extra parking space is needed. "The client recognizes that rather than having inadequate parking it would be better to have more parking, based on their knowledge of other facilities throughout the region."

Bugge asked about the lot having deeded access to the lot to the west and whether it also has a parking easement? Schley responded, "No, not to our knowledge."

Bugge noted that on the drawing it indicates, in relationship to the request for landscaping reduction, ten feet (10') to that one parking space there. One of your drawings shows a thirty foot (30') building setback, but there is not a line for twenty-five feet (25'); "Can you estimate about where a twenty-five (25') line would be on the newer drawing?" Discussion ensued regarding how many parking spaces would be eliminated if the front yard variance was not approved. Nelson noted that the landscaping required would take out about four (4) to five (5) spaces.

Motion by Paull, second by Miller to close the public hearing.
All in favor. Motion carried.

Lewis called for discussion from the board.

Bugge commented that this is a first property coming in under this ordinance and explained that she was on the committee that drafted this ordinance. "We looked very carefully at the properties, determining that currently it certainly does not speak well of the city when you come into the city; the whole intent was to upgrade the image of the city, provide consistency and add landscaping. That was to bring in a unified appearance and improve the whole area." Personally, Bugge feels this property was intended to be included with this overlay". Bugge noted that was her feeling and asked if Lewis will be going through the criteria.

Lewis enumerated the standards that must be met:

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

Personally, Lewis said he does not believe such variance to be detrimental. Paull noted that the variances are fairly minimal and it seems to him that it is not going to impact the surrounding retail businesses negatively.

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

Bugge expressed her belief that the requested variance is against the intent of the overlay district; although right now it may not be detrimental to adjacent properties, in the future it will be under a lesser standard than adjacent properties. "Someone always has to be the first one to come in under a new ordinance," according to Bugge.

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

Bugge does not think this property has any exceptional circumstances. It is a good property for a use that designs its building to fit the property. The only thing exceptional might be the curvature on the front of the lot.

Lewis said it is unique in his view because it fronts on 73 ½ Street and not Phoenix. Paull noted the intent was to beautify along the front of properties of the entrance corridors; this property is on the back which makes it not as vital to the beautification. Paull noted this property comes close with the design, but it is not perfect. Lewis added that if everything was perfect we would not be here.

4. Such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and in the vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.

Bugge said it (the property) is usable for the intended use, maybe not for this width of building.

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

Lewis said, "Obviously not."

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

Lewis commented, "I always have problems with this one." Bugge noted that if you want to go by the landscaping, perhaps you could say it is not self-created. "More parking spaces than required by the ordinance are a self-created situation and the width of the building and the garage are causing the problem. There are a lot of options."

7. That strict compliance with area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using property for a permitted purpose, or would render conformity unnecessarily burdensome.

Bugge doesn't think so.

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

Bugge said a different size building or a different number of parking spaces could mitigate the problem.

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

All agreed this was the case.

Wheeler asked, "Can we consider the two issues separately?" to which Lewis responded yes.

Paull would like to ask the applicant and owner if they would like to speak to this: "If we (the board) would deny the landscaping variance, how many parking spaces would you have?" Discussion ensued between Lewis, Bugge and the applicants as they looked at the plan. The applicants determined that they could meet the landscaping setback and still have forty-four (44) spaces.

Bugge commented, "If they wanted to look at the width of the drive-through . . . " when Paull interjected that he will fight that one, asking, "Can you imagine having to unload a piece of furniture in a twelve foot (12') wide space?" Wheeler noted that people could get injured; cars could get scratched and dinged, and so on.

Dillworth: "You have to have space on all sides of a vehicle to unload things. In the winter in South Haven we expect this to be an issue. The specifications used are exactly what they do in Minneapolis/St. Paul." Dillworth noted that they do not anticipate cars side by side in the garage space, only one car at a time.

Miller stated he doesn't feel qualified to determine what is burdensome and what is not for the people of Goodwill to function; he would depend on them to know what they need and it would be in their best interest to do it correctly. Miller is hesitant to question the size of the off-loading area, based on their experience. Lewis noted that it is the board's job to listen to all the facts and make our best judgment, commenting, "That is why we gather information."

Miller pointed out that it is unfortunate the applicants did not have the overlay information when they were putting the plan together. "That is not their fault, and on that basis, to not offer any kind of a variance. . . "As Miller looks at it, the requests before the board are, for future generations, not going to be about the nuances of landscaping and parking places. Miller would like future generations to think the officials at the time permitted it and it is in the best interest of the community as opposed to defining down to the last inch what is in the applicants' best interest.

Lewis wondered if this property were not in the overlay, to which Paull responded, "We wouldn't be here." Lewis hates to second guess the Planning Commission pointing out that the overlay's intent was to beautify Phoenix Street. Bugge clarified that it was the whole area. Paull noted that we have one piece of this, being essentially removed from that consideration, and looked at uniquely. "It nearly fits; it has a couple of glitches, not major, not going to stick out like sore thumbs, won't make development around it any harder or easier, for that matter. It will still be the only property in there with landscaping"

Motion by Paull that the north side yard variance of ten feet (10') be approved because it won't mess up the value of the property or mess up the neighbors. Second by Miller.

Lewis called for discussion. Hearing none a roll call vote was taken:

Yeas: Miller, Paull, Wheeler, Lewis
Nays: Bugge

Motion by Bugge deny the landscaping variance because the reduction of parking spaces will still give them excess spaces beyond the requirement. With no support the motion dies.

Motion by Paull, second by Miller to grant the landscaping variance.

Bugge asked if she can amend that motion. ~~Lewis Bugge~~ reminded her *the Board* that the variance carries on the property not on the development. Paull agreed to hear the proposed amendment. Bugge asked that ~~a condition an amendment be placed on~~ *added to the approval variance that landscaping the width of the landscaped area shall not be reduced beyond what is shown on the site plan.* After some discussion, Paull ~~agreed~~ *seconded* the amendment.

Lewis called the vote on amendment.

All in favor. Motion carried.

A roll call vote was taken on the variance for front landscaping.

Yeas: Miller, Paull, Wheeler, Bugge, Lewis
Nays: None

Motion carried.

8. Other Business

Lewis asked if we have any business floating out there. Anderson said there have been some calls and inquiries; people seem to be waiting until after summer. No applications or requests have been received.

9. Member Comments

There were none.

8. Adjourn

Motion by Bugge, second by Miller to adjourn at 8:52 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Planning Commission

Regular Meeting Minutes

Thursday, August 7, 2014

7:00 p.m., Council Chambers

Note: Due to illness, Tom Brussee's rezoning request (38 Northshore Drive) was moved to the September 4, 2014 agenda



City of South Haven

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

2. Roll Call

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

Absent: Smith

Motion by Heinig, second by Frost to excuse Smith.

All in favor. Motion carried.

3. Approval of Agenda

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

All in favor. Motion carried.

4. Approval of Minutes – July 10, 2014

Motion by Wall, second by Frost to approve the July 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

There were none.

6. New Business – Public Hearings

Proposed amendments to City of South Haven Code of Ordinances, Chapter 30, ENVIRONMENT, Article II, Noise. Proposed amendments include changes to the allowed decibels levels and further limitation for the hours of 1:30 a.m. to 7:00 a.m.

Paull explained the purpose of tonight's meeting is to obtain information from the public to assist the sub-committee as they determine what changes might be made to the current draft; then hold a public hearing again to obtain information on those changes.

Anderson noted that the Planning Commission was requested by City Council to review and recommend changes to the noise ordinance to complete one of the council's 2014 -2015 adopted goals. Since March 26, 2014 a subcommittee has been working to gather information. As part of that process the committee interviewed the mayor, the police chief, the director of the housing commission and Old Harbor Inn management. The committee attended a demonstration of decibel levels and both the subcommittee and Planning Commission have completed reviews. This public hearing is the beginning of the process of public comment. Anderson noted that she has already received numerous comments via emails, phone calls and correspondence dropped off at the office.

Anderson reviewed a memo from the police chief, Tom Martin which stated that the average decibel reading has been less than fifty-five (55) decibels so far this summer and approximately eight (8) excessive noise calls are received by the police department over a typical weekend period.

Webb asked if Chief Martin tells, of those approximately eight (8) calls, whether the complaints are all different individuals or the same ones multiple times. Anderson said that the memo did not say but she could get that information later.

Motion by Heinig, second by Miles to open the public hearing.

All in favor. Motion carried.

Joanna Rider; 201 Center Street. Owns the Hotel Nichols across the street from York's Landing. Described a recent experience with a guest with more than one complaint about the noise that showed desk staff a decibel reading, taken in his unit on his laptop was eighty (80) decibels. Police response time was slow so the guest went over and unplugged the band's equipment, then came back to the hotel and locked her desk clerk out of the hotel. Rider explained this is the way her weekends are during the summer and complained that there is not good monitoring in the downtown area. Said she heard the readings were taken on Thursdays; noted that most of the bands do not play on those nights. Rider wants more monitoring and for the police to come right away. Rider noted she has to make coffee and cookies and give free nights and refunds to guests who are disturbed by the noise level.

Paull indicated that the decibel meters used by the police are certified; the guest probably does not have a certified decibel meter and noted that enforcement is a matter for the police.

Owen Ramey, 136 East Michigan, Kalamazoo, Michigan. Attorney representing Captain Lou's. Noted that it is apparent that the Hotel Nichol's guest had more issues than noise issues to do what he did and hoped that this is not a Hotel Nichols' normal customer. He requested that the commission focus on the importance of this issue as they address it. "If you pass the ordinance this would constitute a taking of my client's business." Ramey called the ordinance inverse condemnation. Ramey also stated that the ordinance is in conflict with the city's own zoning ordinance; that legal processes typically take five (5) to ten (10) years and would be very expensive to everyone. Ramey also stated that the city is

proposing to have an ordinance that is a curfew on speech; totally illegal and with very great consequences.

Paull asked specifically what Ramey's objection is since the allegations were broad based. Ramey responded that lowering the decibel level to sixty (60) decibels and disallowing talking loud with no differentials between residential and commercial districts is a violation of the city's own zoning. "That is a specific thing you are doing here – these are resort areas, not residential, in this commercial district. To change that and supersede the zoning with the noise ordinance is not legal."

Commissioner Wall requested permission speak, noting that she wants everyone to understand that our city attorneys looked at our ordinances; that the city is not trying to pull the wool over anyone's eyes; that nothing illegal is going to be done; and that the city does not want a lawsuit. Wall further noted, "That's why we have a committee and why our attorneys look at this. Before this comes to council our attorneys will look at this (proposed amendment) and tell us if it's okay or not."

Trent Morgan, 201 Center Street. Does night security and front desk every weekend night at the Hotel Nichols. In reference to "the guy that went a little crazy this weekend" in his defense Morgan pointed out that guest had paid over \$1000 for his extended stay and had two (2) babies, and "those kids were kept up every night." Morgan noted that when the guest approached him he also called the police. "I work with the police a lot at my regular security job at Meijer's and it did take the police a good ten (10) to fifteen (15) minutes to get to the hotel that night." Morgan noted that there are two different groups with the main goal being to keep the tourists coming in – the bars and the hotels – and there is a need to come to a compromise with our target audience. Morgan also noted that with a reading of sixty-five (65) decibels, it depends on where the monitoring is being done. "It might be louder upstairs at Hotel Nichols or on the street a little ways away." Morgan stressed compromise and believes the hotels should be able to tell guests that the music will be turned down at a specific time.

Jim Shek, P.O. Box A, Allegan, Michigan. Attorney represents the principals of Phoenix Street Café; Café Julia; Brix; Tello's and York's Landing. Expressed concern with what he called "the secrecy of this process" as it involves the interest holders. Shek noted that in the Planning Commission's July 10, 2014 minutes commissioners were informed there would be a hearing today "and bar owners will be encouraged to attend." Shek reviewed the Staff Report from August 7, 2014 which noted that copies of the draft ordinance have been sent to "all bar owners in the city." Shek assured that his and Mr. Ramey's clients did not receive copies of the draft ordinance in advance of this public hearing but "discovered this process only a few days ago." Shek stated that he brings that to the commission's attention, to indicate that it was probably an administrative oversight and for that reason alone, it would be appropriate to adjourn this public hearing to another public hearing when we are done." Indicated that his clients are in a commercial business district, a waterfront business district, with specific commercial uses in those districts that produce more noise and should produce more noise than a residential district, but "this proposal indicates equalization without consideration of the inherent nature of differences".

Dorothy Appleyard, 806 Wilson Street. Stated that she comes from a slightly different perspective as one who lives in a quiet neighborhood. Noted that she had thoughts of encouraging the Planning Commission to consider a zoned approach. "The city is only three

point five (3.5) square miles in circumference and it is going to be really hard to control where the sound stays; they are commercial but they can't keep the sound on their property. It travels." Appleyard knows the commercial folks want to earn some money but we want to maintain our quiet neighborhoods, too. "We give up a lot to support tourists and we deserve some consideration. Limit the sound by time as well as decibel level. There has to be some consideration for the residents here, too."

Bernard Sherburn, 532 Dyckman, the Colonial Condominiums. Stated that since January 1st he has made investments of over two million dollars (\$2M) in properties and represents two other parties. "We want this entertainment to stay just exactly as it is. It is important for people to come here; for music to be available; we have repeat customers and we look forward to them coming back." Noted the short season of two (2) to three (3) months; requested that the Planning Commission consider what this ordinance is going to do and stated that he and his other partners would like to stay here and maybe spend some more money.

Maureen Stefan, 516 Williams Street #5. Homeowner in the Watertown Building across the street from Lou's, the Idler & York's. Stated that the property owners' average age in her building is about fifty (50) to fifty-five (55) at most at this point. They are owners, not renters, and they come on weekends and enjoy the music. Requested that things be kept the same noting that they hear that music the most and "there isn't one person I know in our place that's against it. It's a tourist town; there is a short time people can make money here and enjoy your city. It hasn't been a nuisance; we knew it was a tourist town when we bought in here. We don't have a problem." Noted that people who do rent are made aware that there could be some noise on the weekend.

Mayor Bob Burr, 162 Dunkley. Has lived in South Haven thirty-five (35) years and when he first moved in there was one (1) liquor establishment, the South Haven Yacht Club. Noted that the current ordinance prohibits sound after 7:00 a.m. from going one hundred (100) feet from the source. "Could this be eliminated after 11:00 at night as one option? Do we need to have a cut off time when all music would cease? Saugatuck, Douglas, Holland and other cities up and down the lakeshore have a time when outdoor noise/music ceases." Burr noted that the problem with a decibel based system with seven (7) bars is that it is virtually impossible for our police force to monitor through the night; "as they leave one establishment the music gets turned up; one was ticketed this season." Burr would like the Planning Commission to look at whether the city should substitute the 100' rule for nighttime operations or go to a time cut-off period.

Ron Wiser, 96 Chicago Avenue. Owns nineteen (19) condos in Old Harbor Village and three (3) in Watertown plus numerous other properties around town. Saluted "the individual from Nichols that went over and turned off that band." Stated there is a lot of money represented here, with a disconnect between the bar owners and a huge residential area surrounding them. Many of those residential places were here before the bars; when the police are called there is poor response. "The police get there and the bands are playing Frank Sinatra." Stated that the guests in the front units at Watertown are constantly complaining; that people in the back do not get the noise. "We refund, we discount and people walk out." Noted these are residential units, sleeping units, for three hundred fifty dollars (\$350) plus (+) per night and the customers deserve respect. Noted there was a comment about lawsuits for passing these laws and noted that a lot of cities up and down have done it and there have been no lawsuits.

Shek requested consideration of the chair. Stated that he represents three (3) separate clients and wants to receive three (3) minutes for each client. Paull responded that the commission may consider that once everyone else has spoken.

Ann Pantalone, 777 North Shore Drive #7. Has been very happy with development of the town over the period of time they have been here. Noted that there is a short summer season and the music/noise is only two (2) nights a week for ten (10) weeks. Stated that they made a choice to come to South Haven, a resort town, and to stay in a location in town, that they were aware of other choices where it would be quiet. Stated that those in her complex are all very happy with the way things have grown and things she can do in town.

Dan Onzman, 732 Green Street. Works at Black River Tavern and they have music every weekend. "We should respect our neighbors and want to do that." Suggests that we work as a team and cooperate; if there is specific problem come to us and work it out together. In regards to the gentleman from Old Harbor Inn and the young lady from Hotel Nichols; Black River Tavern gets people who came in and decided to extend their vacation. They ask for suggestions and we recommend the Hotel Nichols and Old Harbor Inn. "We want to please everybody, but that's not always possible. Let's come together and work out a solution. We don't want to bother their guests; we want them to be happy and to stay longer and come have lunch with us."

Corey Talcott, owner Captain Lou's. Noted he bought Lou's thirteen (13) years ago, knowing he would have bands. "Sixty (60) decibels? I am speaking way over sixty (60) right now. It is so frustrating; I gave my heart and soul to this business. Changing the decibel level is like if you bought a two (2) story house and the city ripped the top story off and told you to get on with business. My customers are working class people who work all day and come out at night and want to have a good time."

Dan O'Donnell, 777 North Shore Drive. Stated he has been here twenty-five (25) years and wants to support the bar owners. Noted the need to work together and have certain expectations. Noted that both citizens and bar owners have rights; and "need to come to a solution." Noted that eighty (80) decibels is the OSHA regulation for not requiring hearing protection and that sixty (60) is very low; if there are five (5) people talking in a room the sound will be way over sixty (60) decibels.

Paull inquired whether anyone else had comments; hearing none Paull asked the commission's pleasure regarding hearing from Attorney Shek. The commission agreed to hear Mr. Shek.

Jim Shek, P.O. Box A, Allegan, Michigan. Questioned why Mr. Wisner would applaud a citizen who would unplug equipment and trespass. He stated he applauds Mr. Wisner for addressing this commission as if he has not spoken on this before. Stated that Wisner has been part of the drafting of this ordinance while Shek's clients have not been considered. Noted that Mr. Wisner purchased his units in Old Harbor Village from Shek's client, York, while York's Landing has been in operation with music; now that Mr. Wisner owns these units he has a different idea of what kind of guests he would like to have. Urged the commission to take into account Wisner's interest in this process.

Paull requested information regarding Mr. Wisser's interest and involvement in the process. Anderson noted that Mr. Wisser and Mr. Marple were interviewed at one meeting of the subcommittee. They were not members.

Wall noted, in regards to our police enforcement, it is no different than going to an Emergency Room (ER). "The guy with the heart attack is going to take precedence over the guy with stitches." Wall stated that the city has a very good police chief, who takes very seriously who he hires and what their procedures are, noting, "I'm sorry if you are inconvenienced by noise, but if it were your parents getting mugged wouldn't you want the police officer to give them precedence over a noise complaint? Our police officers work very hard and pull some very long hours and cover a lot of territory, especially during festival weekends. Please try to be understanding with our police officers, especially when it comes to noise; emergencies will take precedence over noise and they will get to you, it just may take some time."

Motion by Wall, second by Stimson to close the public hearing.

Paull noted that this commission will take the information from this hearing and give it their full attention and effort.

Paull called for a five (5) minutes recess and reiterated that the subcommittee will be meeting in the coming weeks to continue to work on this issue.

After five minutes, Paull again called the meeting to order.

7. Unfinished Business

a) Site Plan Review for new Goodwill Store, 340 73 ½ Street – final

Anderson reviewed the process; this site plan review went to the Zoning Board of Appeals due to variances that were requested. The board of appeals approved both variances. The applicants corrected all other planning commission and staff concerns and staff is satisfied. She then noted that the architect is still working out a couple of issues with the city engineer. Anderson recommended that commissioners approve the site plan contingent on the city engineer signing off on the project before any permits are issued.

Paull noted one of the reasons there was a need for a variance; the request of a larger drop off garage than usual to facilitate the delivery of merchandise to the store. They could have made the garage narrower but it did not make sense for their purposes. Noted that when the Zoning Board of Appeals approved the variance for the front of the property, it was limited to the one part that was not in compliance, the first ten (10) to fifteen (15) feet.

Anderson explained the reasoning behind the granting of the variance.

Paull pointed out that Goodwill is making a substantial investment and contribution to the community with what they are planning.

Motion by Heinig, second by Wall to approve the site plan contingent on no permits being issued until city engineer feels that all issues have been corrected to his satisfaction.

All in favor. Motion carried.

b) Steve Schlack PUD amendment (Riverwatch Condos)

Anderson said Schlack came in last month regarding his two phase condominium development; the second phase has not been developed. He proposed to take out 16,000 square feet for a single family residence and the balance for parking structures and open space. The applicant since withdrew the single family request and the parking structure plan. He is now asking to just remove Phase Two from the project to make it available for sale. The previous public hearing on a condo amendment did not include removing entirely Phase Two. Zoning Section 1303-9 defines minor and major amendments. This request is considered a major amendment and she asks that the Planning Commission hold a public hearing in September to address this request.

Steve Schlack, developer of River Watch Condo. Noted that there have been many changes before this board regarding the ordinance and other proposed changes. Asked for the commission to simply clarify. Schlack feels it is his right as a developer to remove this phase without any other permission; has everything in order. The land split application is filled out with the required documentation, the master deed amendment, the legal descriptions, etc. Schlack noted that at the close of the last meeting it was voted to continue the public hearing to the next meeting he was at . . . "so here I am."

Paull asked Schlack's pleasure. Schlack stated he would like to get the commission's input on this; it is an ongoing process that seems to change monthly.

The Commission discussed opening, then closing the carried over public hearing, then decide what to do.

Motion by Wall to open the public hearing from the issue of the July 10, 2014 meeting. Second by Peterson.

All in favor. Motion carried.

Motion by Wall to close the public hearing, second by Stimson.

All in favor. Motion carried.

Paul noted that the previous request to split the property for a single family home and garages for Phase One owners "has been withdrawn and the new issue before us requires that we set a public hearing".

Paull directed Anderson to arrange the public hearing.

Schlack questioned, regarding the ordinance, the current zoning is for fifty (50) residential units, "Does the Planned Unit Development (PUD) override the current zoning? If I remove the second phase, what is the zoning?" Anderson stated the zoning will still be the B-3 zoning that it is in right now.

c) Proposed B-3 amendment changes

Anderson noted we have been working on a provision to allow single family homes in the B-3 zone. At the last meeting some proposed amendments from City Council were discussed. The commission had some minor issues with those amendments and decided not to move forward until the matter could be studied further. Since then there was a subcommittee meeting with a conference call with city attorney in which they went over the concerns. The attorney made some minor modifications; after those modifications were made Anderson reviewed them and asked the attorney if he felt another public hearing was required. The attorney said the changes were minor and could be acted on at the next meeting without further public hearings.

Anderson explained that in the B-3 zone, new lots could not be created in order to put a single family home on a lot. After Jan 1, 2014 no lot split could be permitted for the purpose of constructing a single family home. We added that the inability to use the lot for another use in the zoning district could not be a self-created issue. Since there was no time limit that was wide open and could have been a split from thirty or forty years ago. The attorney added that the inability to use the lot could not be the result of a lot split after January 1, 2014. Anything done before that would not be affected by the amendment. Anderson recommends forwarding to City Council with a recommendation to adopt.

Steve Schlack asked why this is being done. Paull said the amendments originally proposed by City Council were too restrictive and the Planning Commission has modified them and placed controlling dates on what was originally drafted.

Schlack stated that feels picked on; does not understand the inclusion of the January 1, 2014 date and asked why it has to be there. "What about accessibility? I know you have attorneys looking at these matters, but you need to look at other neighbor's properties, not just mine."

Paull responded that "frankly we weren't looking at any particular lots but rather to allow B-3 property owners the ability to build a house if they can't use the property for any other permitted B-3 use."

Wall questioned whether part of the problem was that the inability to use a property for something other than a commercial use was that it was not to be self-created. Paull commented, "We wanted to address a planning issue; if City Council wants to turn it into politics go ahead, but not this commission." This started out, according to Paull, as slight amendments to make it possible for lots too small for a B-3 use to be able to have a house built.

Peterson asked, regarding the last meeting which ended going into a subcommittee, didn't it end up being about the economic benefit? Paull said he didn't think that was ever a question. Anderson noted that the biggest concern of the Planning Commission and the subcommittee was the wording about self-created problems; it was felt to be vague and unreasonable as there was no time limitation provided; we worked with the attorney to come up with a date and it was decided to go with January 1, 2014. If a lot was recorded before January 1, 2014 that's fine. Likewise, If the lot was split twenty (20) years ago and now is too small for a B-3 business use that would also not be taken into consideration under this amendment.

Paull noted that the commission is trying to make using the lots easier not harder.

Motion by Frost to approve Resolution 2014–0002, approving and recommending City Council approval of a text amendment to Ordinance Section 901-17. Second by Miles.

All in favor. Motion carried.

8. Commissioner Comments

Wall: It's Blueberry Fest weekend – everybody go eat blueberry pie.

Paull asked Anderson whether those agendas were mailed out to the bar owners to which Anderson responded, “No, I hand delivered them.”

There were no other comments.

9. Adjourn

Motion by Heinig, second by Stimson to adjourn at 8:20 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

LIBERTY HYDE BAILEY MUSEUM BOARD OF TRUSTEE MEETING MINUTES

Tuesday

August 19, 2014

7 PM

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

Board Members Absent: Olga Lewis (Excused)

City Council Representative Present: Clark Gruber

LHBM Director- Not Present LHBM Facilities Manager Absent: Bill Lundy (Absent)

Anne Long, LHBM Board Chair, called the meeting to order. Anne called for a motion to accept the LHBM Board of Trustee Meeting Minutes from the July 15, 2014 meeting.

It was moved by Joan Hiddema to accept the minutes from the July 15, 2014 LHBM Board of Trustee Meeting. Seconded by Clark Gruber. Motion Carried.

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

CHECKING ACCOUNT: \$16,545.75

DEPOSITS: \$4,895.75

EXPENSES: \$10,033.53

ENDOWMENTS: \$18,098.21

Joan will also be entering items into Emma to be sent out to the membership.

LIBERTY HYDE BAILEY MUSEUM DIRECTOR'S REPORT – JOHN LINSTROM

OLD BUSINESS

1. The Onamanni Exhibit is all taken down but the canoe still needs to be returned to the Maritime Museum. Anne Long will be taking care of this.
2. Next exhibit, the butterfly exhibit, will be set up on Wednesday, August 20, 2014.

NEW BUSINESS

1. Michael Fiedorowicz – will be our interim director for LHBM starting August 22, 2014. He will be working part time.
2. John Linstrom, Bailey Intellectual Advisor with a monthly stipend - tabled for now.

3. John Stempien, should we give him a stipend for Lazy Bones Club and March 15, 2015 for Fernwood – tabled for now.

CONTINUING BUSINESS

1. City update – seven of the nine mandates are done. We are still waiting to hear from the city.

FLOOR

1. Anne Long reported that the Stanley Smith Horticultural Trust Grant has been completed and sent in. The grant is for \$20,000. Mary Campbell set up a template for our grant writing. The Stanley Smith Horticultural Grant would give us a professional garden service advice as to where we should have our gardens, what to plant in them, the type of soil needed and an irrigation system. We hope to start with the Garden of Pinks and Larkspurs.

Mary Campbell has also sent Anne information on Healing Gardens that have many grants available for them. We could work with the Hospital and Hospice on this concept. We have land along the trail and the parking lot that we could use for a Healing Garden. Healing Gardens may include sculptures and some type of use of water, even cameras that patients can view the gardens from their hospital beds.

2. David Fenske expressed his discontent with how the gardens look, poor soil, and lack of irrigation system. He did not see the children in the Children's Program giving any attention to the garden that they planted at the beginning of the summer. The board discussed how it could lend support to David.

On October 11, 2014 (Saturday), the LHBM Board will be having a special board meeting to discuss the LHBM grounds and to set up an agenda for the work party coming from Chemical Bank on Monday, October 13, 2014. We will be asking the volunteers from Chemical Bank and volunteers from LHBM membership to put the garden beds to rest for the season and to enrich the soil with manure and mulch. Both will be ordered to have on hand for the volunteers to spread and work into the dirt in our beds.

The next board meeting, on September 16, 2014 we will be discussing programming for the coming year and organizing the gardens.

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

8:20 PM

Respectfully Submitted by,

Cindy McAlear

Board Secretary

Harbor Commission

Regular Meeting Minutes

Tuesday, August 19, 2014, 5:30 p.m.
Council Chambers, South Haven City Hall



City of South Haven

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

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

Also present: John Marple, Marina Manager

2. Approval of Agenda

Motion by Strong, second by Pyle to approve the August 19, 2014 regular meeting agenda.

All in favor. Motion carried.

3. Approval of Minutes: June 17, 2014 Regular Meeting

Motion by ~~Sullivan~~ *Silverman*, second by Reineck to approve the June 17, 2014 regular meeting minutes as corrected.

All in favor. Motion carried.

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

None at this time.

5. Marina Reports

VandenBosch reviewed the Marina Reports through July 31, noting that is one month into the fiscal year. Pointed out the repairs and maintenance budget, some of which has already been spent. Responded to 's question regarding the budget, that it is an annual budget. Pointed out that the Maritime restroom upgrade expenses were wrongly placed on the supplies budget line, rather than repair and maintenance and commented that a current project is electric pedestal repair/replacement. This will be corrected for next month.

VandenBosch noted that seasonal revenues look very good for this season; revenues may break the record for all the years we have been tracking revenues.

Regarding the Black River Park Fund, VandenBosch noted that the fund balance of \$198,000 will likely be put toward some improvements at Black River Park. Revenues are down for this year, according to VandenBosch, but more revenue will be coming in the next three months. The board discussed the low revenue figures being at least partly attributed to the weather/cooler temperatures.

VandenBosch noted that the River Maintenance Fund budget has \$20,000 in Capital Outlay and a projected cash balance of \$73,486. After some discussion, VandenBosch noted that the fish grinder is out of service; staff is waiting for a part to repair it.

There have been problems with Fidelman bringing his rental units into Black River Park to launch, VandenBosch informed the commissioners, and Fidelman has been asked not to do that. Since that practice has continued VandenBosch has asked our city attorney what the city's next step is.

VandenBosch commented on problems with trailer parking in Black River Park; some seasonal boaters and others dropped their empty boat trailers off and left them in parking spaces, which on heavy use days such as festival weekends, is a problem. Trailer parking is something that needs to be worked on, either by policy, adding a fee, or indicating/providing an alternative location. Strong asked if seasonal renters can leave their trailers there to which VandenBosch responded, "No one should be parking (empty trailers) there." suggested that staff let seasonal boaters know in their contract and indicate somewhere they can park legally."

VandenBosch noted that he will not be here in October and unless there is a pressing issue the meeting will probably be canceled.

VandenBosch indicated lake levels are almost up to the average point.

6. Fireboat Discussion

Members and staff voiced their disappointment that Tony Marsala, the Fire Marshall, is not present.

Pyle has a lead on a boat lift for \$1,500 which would accommodate the boat and is a very good deal.

In response to a query by Stephens regarding what the board wants to do, suggested that VandenBosch send the Fire Marshall a letter noting the board's disappointment due to anticipation of his presence at this meeting, with a reminder of the information the board needs him to bring.

Motion by , second by Strong to table the fireboat discussion until the next meeting.

All in favor. Motion carried.

7. Capital Improvement List

VandenBosch enumerated several grants the City can apply for; noted the Fisheries Trust Grant is due in January with several others due in April. In January or February staff will start to budget for some of the larger projects. VandenBosch has been trying to organize and come up with a strategy and is asking this board for advice and discussion.

VandenBosch noted that projects under \$3,000 do not need to be bid out and pointed out that there is a lot more staff work, planning ahead and time involved and someone must be hired to put bid specifications together for bigger projects.

Regarding grant strategy, VandenBosch indicated that staff has identified a number of grants including the Michigan State Waterways grants, the main grant used at the city's marinas. There are four types of Waterways grants: 1.) Harbor infrastructure; 2.) Boating access site; 3.) Harbor preliminary engineering study and 4.) Preliminary engineering for boating access (includes the boat launch/marina). Waterways suggests that projects applied for be under \$300,000. VandenBosch noted that the city can apply for more than one of these grants and pointed out that the match for the North marina was 50%, but applications can have as low as 25% local match of the total project cost.

VandenBosch noted that Land and Water Conservation fund grants require a fifty percent (50%) match. This grant can be used in part for acquisition of property but also for recreational facilities, such as dinghy docks and kayak launches.

The Michigan Natural Resources Trust Fund, according to VandenBosch, is the main grant that the city applies for every year. The North Beach has been the city's application for the past two (2) years. VandenBosch explained that there is also a small development project grant (\$50,000 and under) for which the city can apply for up to three (3) projects city-wide. VandenBosch noted staff definitely wants to take advantage of those, which require only a twenty-five percent (25%) match. In response to a question about what type of projects VandenBosch enumerated park projects such as landscaping, picnic area, benches and water front improvements such as the boat launch ramp improvements. VandenBosch noted his intention is to focus on these smaller grants for the boat launch and landscaping park-type improvements for Black River Park.

In response to Strong's question of what type of things are being considered for the North Beach VandenBosch listed concession stand upgrades; new playground equipment; benches, etc.

VandenBosch noted that the Recreation Passport Grant could be used for a pavilion/picnic area and up to three can be applied for in a year.

The Great Lakes Fisheries Trust grant is being targeted by staff for the fish cleaning station.

VandenBosch explained that due to budget limitations this year, there are not many short-term projects that staff can recommend other than fixing the electric pedestals. In the area of long term projects there are two (2) major areas of focus: 1.) Maritime Marina and 2.) South Side Marina. The Maritime Marina's docks, plumbing and electric are all not in great shape and/or outdated. The docks will have to be rebuilt within five (5) years which is a big project, which he guesses would be around \$200,000 to \$300,000. VandenBosch noted that regarding whether the pilings need to be replaced, he would want to get an engineering recommendation.

During discussion regarding changing of configuration of docks, VandenBosch noted we are seeing larger boats coming in and if there are going to be changes made, wider would be better. Further discussion ensued including having expansion plans looked at by an engineer and 's request for input from Marina Manager Marple.

Marple pointed out that the South Side Marina is somewhat outdated especially with the forty (40) to sixty (60) foot boats getting wider. These bigger, wider boats can be accommodated on the head dock but in the future we should look at reconfiguration on the South Side. At the Maritime Museum, which was designed for forty foot (40') boats, there doesn't seem to be a problem; a certain distance is needed between the finger piers. Today having forty foot (40') slips is a good thing; the buying public is going towards a larger boat. Marple noted the average boater is getting older and staying put more than touring." Marple observed that the economy and gas prices inhibit younger boaters. Long term, Marple would look at the South Side to move into the future, while at the Maritime, not so much. Marple noted that VandenBosch is right on target regarding upgrades at the Maritime Museum docks. Within the basin on the North side the mixture of docks is pretty good, except that there aren't enough thirty foot (30') docks. "We have plenty of forty (40), fifty (50) and sixty (60), with sixty (60) hardest to sell." Marple likes the sixties (60s) for transient boaters. Marple stated that sixty percent (60%) of the transients stayed on the Northside this season and people who can afford to travel have a forty-five (45) or larger boat. Marple noted that on the weekends the Northside is full. "Fifty percent (50%) of the boats in our harbor are there on Friday and Saturday nights," Marple stated, "Sunday through Thursday we have a real problem."

Marple emphasized that the city should be looking at the wave attenuation. In the future, not next year, enlarging the head dock on the South Side would be advantageous for big boats. Tour ships, the big boats, are moving; they are attractions. Accommodations are very limited right now so the city needs to maximize opportunities for larger boats; tour boats and one hundred thirty-five foot (135') boats, pointing out that the folks that walk off those boats spend a ton of money in the community, which is important as well.

Marple sees Black River Park as a fine blend, with the need to attend to the seasonal boater a little more.

noted that in terms of the future, the marine industry has some excellent statistics on the number of boats sold in every category, broken down by hull material; state and length. "You can see some trends looking at the trade magazines." Marple would like to figure out the transient issue during the off-season; his take so far is that boat buyers are older and/or wealthier. Marple noted that seasonal boating is coming back; the city has great facilities.

VandenBosch stressed the need for maintenance and repair at the Maritime Museum docks and work on the South Side clubhouse. South Side improvements would include the reroof of the building; exterior paint; varnish the arches under the roof and on the interior replace carpeting, blinds, walls, furniture and upgrade heating and ventilation. VandenBosch noted that the building is going to need a lot of attention. Despite talk about renovating the building, VandenBosch does not think a major addition or reconstruction is possible without doing the reroof and paint upgrades in the meantime, since a major addition could be a \$1M project.

In response to a question by Reineck, VandenBosch said a refurbishing of the South Side building could be a quarter of a million dollars; including the reroofing and interior. asked if we need to have an engineering firm tell us what we need for a grant to which VandenBosch commented that we can say we want to upgrade our facility. noted that a complete renovation of the South Side facility, which is an attractive building, would add brightness internally and externally. wondered how long it would take staff to put together a grant application, submit and get a response. VandenBosch said the deadline is April; staff could put a grant together by then.

asked who makes the decision to move forward. VandenBosch said the City Council is the ultimate one but the city manager has to get something started. ~~Sullivan~~ *Silverman* asked if a recommendation from this board is necessary, to which VandenBosch responded that it helps.

VandenBosch said prioritizing is helpful, but "we will have to recommend something." To explore a renovation at South Side marina as a priority, VandenBosch could get a letter of engagement from Abonmarche and look at what needs to be done.

Reineck asked if a rebuilding will attract enough more business, noting that maybe upgrading what is there would attract more business.

VandenBosch asked whether Marple has any recommendations for the South Side to attract transients. Marple responded, "Amenities. Natural gas grills; more shade. The building itself is in fine shape but the lack of a drain in the central hallway is a long term issue. It would have cost \$3,500 twenty (20) years ago but now it will cost \$50,000 to put in proper drainage. The interior office area and living /reception area needs to be upgraded with new carpet and furniture. The blinds are twenty-five (25) year old mauve mini blinds; white blinds would be better. A large scale renovation of the building? Not sure it will bring in more transient boaters."

Marple stated that the main issue is the surge issue, thinks the reputation is there, it's an important issue, "It is a good looking building, even compared with the one across the river." Regarding a large scale renovation, Marple thinks the city should go through a process of determining if the community needs a multi-use building pointing out parking is an issue down there. While Marple does not know if enlarging would improve transient boating, he knows the South Side marina building does need updating. "A steel roof will be a huge improvement." Marple stated that he likes five (5) year plans. "Financially the marinas are going to be fine." Marple thinks there needs to be consensus in place prior to going out for the grant. Marple stated, "I don't know of a better piece of real estate around. Maybe we need a yearlong study but in the meantime if we don't get a new roof on it. . ."

said there could be several studies done and noted three that are possibilities. Marple suggested that the shower area be looked at. "If drainage was installed in the center hall along with proper ventilation and heating, those boaters would be ecstatic." *Marple* strongly suggests the board go through the South Side facility, noting that the building is in good shape, but dated. VandenBosch noted that if staff put these maintenance items into a packet less than the \$300,000 it might be possible to pay less than 25% of the project cost to get it done.

Motion by , second by Strong, that the city undertake a study and related grant application for the renovation of the South Side marina facility building.

After a brief discussion Stephens called for the vote.

All in favor. Motion carried.

Motion by that the city undertake a study and apply for a grant to renovate the South Side Marina docking facilities and amenities.

VandenBosch requested discussion regarding wave attenuation and electric amperage projects. Along the headwall there is demand for dual fifty (50) amp connections; there is a need to increase the size of the wiring to do that. Regarding wave attenuation, VandenBosch noted that we asked half a dozen vendors for quotes and proposals and none were willing to sell us their product and say it is going to work. VandenBosch feels we need to ask an engineer and find out if there is a way to solve the problem. VandenBosch recommends applying for a preliminary engineering study to extend the headwall and wave attenuation. After some discussion, VandenBosch noted that the Capital Improvement Plan is all about prioritization, not just identifying the projects.

Stephens asked whether staff is looking for a recommendation to City Council. VandenBosch informed that he is looking for discussion and prioritization.

Pyle asked about Black River Park and VandenBosch responded that is a separate grant. VandenBosch said there could be a conflict; he recommended a waterways boating access grant for the driveway reconfiguration; breaking those two up under \$300,000 projects.

There might be a prioritization question from Waterways if they do not have money for both. The City has no other projects for the Waterways Grant; only marinas and Black River Park are eligible for those grants.

After discussion regarding priorities, docks or building, withdrew his motion regarding the renovation of the South Side marina docks. VandenBosch estimated the grant for expanding the head docks and wave attenuation would probably be fifty to one hundred thousand dollars (\$50,000 to 100,000) and there would need to be public impact process. suggested the two projects be considered together, noting that the dock extension could possibly assist in the wave attenuation.

Stephens asked if the Michigan State Waterways grant is one grant or multiple grants to which VandenBosch responded that \$300,000 is per grant application. Discussion ensued regarding how the projects could work together.

said the South Side building and the renovation of the Maritime Museum marina docks seem to be competing for first place. VandenBosch noted that the museum dock project would include a complete rebuild of the docks including plumbing and electric. There are other amenities, a roof over the party deck, and other smaller things, that could be included. asked about a public area for seasonal boaters. VandenBosch pointed out that the city does not have a lot of real estate in that area but there might be room for a small enclosed building. wondered if it would be appropriate to consider a building that could be shared with the Maritime Museum; during boating season it would be used by seasonal boaters, but outside the season, the museum had access and could use it for a variety of purposes. VandenBosch said it would bump up the project amount by quite a bit but replacing cinderblock restrooms is probably a good idea. Sullivan Silverman asked if Marple can share the seasonal boaters' point of view.

Marple commented that if one were to ask the boaters at the Maritime Museum they would like the party deck fixed up. Staff did bring in a portable gas grill and added hot water for them as well as fixing up the bathrooms a little bit. Marple agreed with VandenBosch that the dockage must be addressed; it is getting rickety. While Marple is not sure of the extent of renovation being considered, the joists and headers underneath the head docks are not to code. Marple noted that while not unsafe, those docks were never built properly. There would need to be additional joists and the deck boards are getting quite old. Marple noted that the head dock is in better shape than the finger piers; the electrical is thirty (30) years old, the copper piping was stolen and the plastic is a constant maintenance problem and the head dock needs addressing. Marple said his idea would be to clad the existing building and enclose the patio area to make a boater's haven so that during the season during inclement weather they have somewhere to get out of the weather.

Pyle asked Marple, regarding the items he mentioned, if there could be a couple of smaller projects like gas grills. Marple reminded that we built a building and dredged a river. Marple indicated he would like to see more amenities because his job is to sell these facilities. Long term, studying the South Side building to see whether we want to enlarge it and he would

like to see all four facilities become somewhat consistent with a theme that is similar between all the facilities so wherever you are there is similarity. Marple stressed that he would like to see some grills. Marple noted that he understands the financial issues and agrees the maritime head docks must be addressed. Would like to clean up Black River Park for the seasonal boaters; attend to the launch docks; replace some partitions and counter tops in the bathroom facility. Marple noted that what VandenBosch is trying to do is get consensus from the commission on what we want to do.

VandenBosch noted that we have a master plan for Black River Park; but the total cost is more than the \$300,000 project the Waterways Commission likes to see; so if we split it up into phases and apply for a number of different grants, we can combine the grant projects to complete the full master plan improvements. If we do the driveways as a single project and try to do the fish cleaning station at the same time, it would be a major improvement. VandenBosch believes we can do that by applying for two different grants, noting that there is a \$200,000 fund balance so if we applied in April we would hear in November, giving time to build up the fund balance to meet that twenty-five percent (25%) match.

Regarding the paving of the Dunkley Street lot, VandenBosch has had discussions with the city manager and Downtown Development Authority (DDA), noting there is interest among downtown business owners in having more parking during summer weekends. We may be able to get the Downtown Development Authority (DDA) to apply for a grant based on employment; by showing providing more parking would help downtown businesses increase employment. By partnering, VandenBosch feels it may be possible to get all parts of this project done; this is early stage thinking. VandenBosch noted that this application would be made for a rural business enhancement grant.

VandenBosch noted that he has smaller projects he would like to apply for grants for; the launch ramps are getting quite old and staff has had to bolt and weld them to fix them. VandenBosch would like to put together a grant application for new docks to replace the four (4) fairly old ones; add picnic tables and decorative rock landscaping along the marina. The Recreation Passport is not necessarily a marina grant but could possibly get park-like amenities paid for.

The other big project at Black River Park Marina is a new restroom and shower building near the launch and marina. That is the project we would be leaving for future years while we focus on the fish cleaning station, which is a priority of the Mayor. The City Council approves the expenditures, so the focus that staff is taking is putting the fish cleaning station first in line. Regarding the bathroom rehab, VandenBosch would like to look at a number of the smaller grants; forty-five to fifty thousand dollars (\$45,000 to \$50,000) could do a lot in the restrooms. These priorities VandenBosch has been talking about have been developed in the last couple of weeks; he wants to write something up in more detail and let the commission look at that.

requested that VandenBosch bring a recommendation to the commission.

VandenBosch noted that in River Maintenance, there is a twenty-five thousand (\$25,000) balance in the budget and he would like to try to do sedimentation dredging, particularly the one near the boat launch at Black River Park. VandenBosch has not done a sedimentation dredging yet; permits are in place and the soil is not contaminated. The other project that could be considered is the turning basin mound. VandenBosch would like to try to contract with the Army Corps of Engineers to have them do the work, because they are able to send the material out into Lake Michigan, which we are not able to do. That could be a big cost savings and presently, the city does not have a site to deposit such dredge spoils. asked if there is any possibility of the Army Corps doing the dredging in spring, due to the Queen's Cup. also recommended the city have the Corps look at the mouth of the harbor at the piers end, especially the north pier. VandenBosch said it is possible if they are underway perhaps they could just stop in for a couple of days and do in that time what it takes much longer for the smaller guys to do.

suggested asking our congressman for a little help. noted the sedimentation traps are always somewhat of a mystery; does it help or do they fill in within two days. We have a need in that turning basin to excavate that mound; we also know we have a need as we exit the harbor. feels the money is better spent there than on the sedimentation trap which we have no idea whether it helps or not.

VandenBosch will come back with shorter list and recap for next month. Noted that there is a strategic plan; the commissioners can look at that and offer new ideas. Probably we will just start that but having the capital portion is very helpful for him.

Stephens asked if city staff is considering applying for a grant for the wave attenuation. VandenBosch will put that together and may ask Abonmarche to provide a letter of engagement; we will have to look at it more closely. VandenBosch suggested Abonmarche may be willing to give us a cost estimate of what it would cost for the head dock with wave attenuation. Stephens asked if there are other grant resources to which VandenBosch responded, "Yes, typically the engineering study is done prior to applying for another grant for the project."

8. Wave Attenuation

VandenBosch again noted that none of the firms staff contacted would sell us their product; it was somewhat odd. VandenBosch feels that if we are going to do something, it will need to be studied in more depth and a preliminary engineering grant would be money well spent for the future.

Member and Staff Comments

Stephens: Did City Council approve a dinghy dock for Admiral Jack's? Our recommendation to City Council was that the Harbor Commission did not want to see dock space there. VandenBosch said any boat can have dinghies tied up; he is not sure that tying up dinghies

on a barge is something that had to specifically be asked for. Strong said he recalls the commission did not want any big boats tied up.

Pyle: There could be interpretation/confusion of a difference between boats and dinghies and noted there are a lot of boats in the harbor that stick out beyond the pilings, and there is a lot of space in the navigable harbor way. Pyle thinks there is a misconception that what he is doing is what is already being done in the harbor.

Reineck: Believes Joe intended to have dinghies but not "boats".

: Noted it irritates him if someone says one thing and does another but also pointed out the width of Joe's boat is narrower than the width of the Idler and if you add the width of the dinghies, it is not wider than the width of the Idler. Does not personally believe it is providing any negative consequence to boat navigation – either coming through (either direction) or waiting. "No harm, no foul," noted that if there were a future project, would like to see everything in writing. If we suddenly see power boats tied up, there may be intrusion into navigable space.

Strong: He personally would not tie up there as there is no bumper, and Joe's signage says dinghies only. The liability is Joe's, not the city's, according to Strong, and agreed.

VandenBosch: Noted that if a dangerous traffic situation develops, the city will have an issue to deal with, but it is certainly allowed to tie a dinghy up to a boat in the harbor.

Pyle: Commented on the shortage of dinghy docks already in South Haven; having the barge does bring people up into town.

VandenBosch: Wants people with dinghies to have access to the downtown.

Adjourn

Motion by Strong, second by Reineck to adjourn at 7:21 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Memorandum:

Date: September 29, 2014

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Dyckman Avenue Reconstruction

With the first two City Council meetings for the Dyckman Avenue Reconstruction special assessment process now complete, the City Council has the ability to complete the process at their October 6 meeting. If the City Council wishes to authorize the construction to begin, the following actions will be needed:

- 1) conduct a public hearing regarding the special assessment roll and approve the final special assessment district resolution
- 2) approve a contract with Kalin Construction for the completion of the construction work
- 3) approve a contract with Materials Testing Consultants for materials testing services

Each of these steps is described in further detail below.

1) Public Hearing and Special Assessment Resolution

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

It may be worth noting that some changes have been made to the special assessment roll since this process began. On August 29, letters were mailed to the affected property owners which included a preliminary draft of the special assessment roll. Since that time some correction had to be made and a revised draft of the special assessment roll was mailed to the affected property owners on September 22. The revised special assessment roll as mailed on September 22 is reflected in Resolution 2014-39.

2) Construction Contract Approval

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

On August 20, 2014, city staff received bids for the construction contract. Five bids were received, with the low bid coming from Kalin Construction Co. Inc. in the amount of \$1,036,189.95. Kalin Construction has successfully completed similar projects for the City, including most recently the 2012 Kalamazoo Street Reconstruction Phase 1 project, the 2009 South Haven Place Reconstruction and the 2008 Superior and Green Streets Reconstruction. With this performance history, the engineering department has a high level of confidence in recommending award to Kalin Construction. If the contract is awarded on October 6, Kalin is prepared to begin work on or about October 15, with the final project completion scheduled for May 15, 2015.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of South Haven, 539 Phoenix St.
South Haven MI 49090 (“Owner”) and
Kalin Construction Co. Inc. 2663 Yore Avenue Sodus MI 49126 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sanitary sewer, storm sewer, watermain, excavation, subbase, aggregate base, concrete curb & cutter, hma paving, concrete sidewalk, concrete driveway approaches, concrete bridge approach pavement, geogrid, traffic signs, pavement markings, turf restoration, and miscellaneous improvements.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Dyckman Avenue Reconstruction
(from North Shore Drive to the Black River)

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by City of South Haven (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before May 15, 2015, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before May 22, 2013.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$900 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$900 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Spec Reference	Pay Item	Qty	Units	Unit Price	Amount
1	01 10 00	Mobilization, Max \$70,000	1	Lump Sum	\$ 52,800.00	\$ 52,800.00
2	01 50 00	Barricade, Type III, High Intensity, Lighted, Furn	15	Each	\$ 165.00	\$ 2,475.00
3	01 50 00	Barricade, Type III, High Intensity, Lighted, Oper	15	Each	\$ 10.00	\$ 150.00
4	01 50 00	Plastic Drum, High Intensity, Furn	75	Each	\$ 29.00	\$ 2,175.00

5	01 50 00	Plastic Drum, High Intensity, Oper	75	Each	\$ 1.00	\$ 75.00
6	01 50 00	Sign, Type B, Temp, Prismatic, Furn	458	Sq. Ft.	\$ 5.00	\$ 2,290.00
7	01 50 00	Sign, Type B, Temp, Prismatic, Oper	458	Sq. Ft.	\$ 1.00	\$ 458.00
8	01 50 00	Traffic Regulator Control	1	Lump Sum	\$ 2,621.21	\$ 2,621.21
9	01 50 00	maintenance gravel	950	Cu. Yd.	\$ 6.67	\$ 6,336.50
10	10 14 53	Traffic Signs, Permanent	223	Sq. Ft.	\$ 16.50	\$ 3,679.50
11	10 14 53	Post, Steel, U-Channel, 3lb	31	Each	\$ 77.00	\$ 2,387.00
12	31 10 00	HMA Surface Rem.	4,931	Sq. Yd.	\$ 1.60	\$ 7,889.60
13	31 10 00	Pavt Rem.	890	Sq. Yd.	\$ 9.09	\$ 8,090.10
14	31 10 00	Sidewalk Rem.	619	Sq. Yd.	\$ 4.29	\$ 2,655.51
15	31 10 00	Curb & Gutter Rem.	2,409	Ln. Ft.	\$ 4.41	\$ 10,623.69
16	31 10 00	Utility Line Rem, Storm	255	Ln. Ft.	\$ 6.75	\$ 1,721.25
17	31 10 00	Utility Line Rem, Water	147	Ln. Ft.	\$ 6.95	\$ 1,021.65
18	31 10 00	Utility Str. Rem, Storm	22	Each	\$ 383.69	\$ 8,441.18
19	31 10 00	Utility Str. Rem, Sanitary	6	Each	\$ 383.69	\$ 2,302.14
20	31 10 00	Utility Str. Rem, Water	2	Each	\$ 213.77	\$ 427.54
21	31 10 00	Utility Str. Rem, Phone	1	Each	\$ 1,137.23	\$ 1,137.23
22	31 10 00	Sign Rem.	27	Each	\$ 23.89	\$ 645.03
23	31 10 00	Pavement Line Marking, Rem	48	Ln. Ft.	\$ 2.50	\$ 120.00
24	31 22 13	Roadway Grading	12.5	Station	\$ 2,830.84	\$ 35,385.50
25	31 23 19	Dewatering System	1	Lump Sum	\$ 11,865.00	\$ 11,865.00
26	31 23 24	Fill Abandoned Utility, 6 inch	43	Ln. Ft.	\$ 13.80	\$ 593.40
27	31 23 24	Fill Abandoned Utility, 8 inch	303	Ln. Ft.	\$ 5.38	\$ 1,630.14
28	31 23 24	Fill Abandoned Utility, 10 inch	188	Ln. Ft.	\$ 8.67	\$ 1,629.96
29	31 23 24	Fill Abandoned Utility, 12 inch	168	Ln. Ft.	\$ 10.27	\$ 1,725.36
30	31 23 24	Fill Abandoned Utility, 15 inch	295	Ln. Ft.	\$ 10.48	\$ 3,091.60
31	31 25 13	Silt Fence	190	Ln. Ft.	\$ 3.15	\$ 598.50

32	31 25 13	Inlet Protection, Silt Bag	17	Each	\$ 103.11	\$ 1,752.87
33	31 25 13	Inlet Protection, Geotextile and Stone	6	Each	\$ 153.29	\$ 919.74
34	31 25 13	Aggregate Cover, 12 inch	1,040	Sq. Yd.	\$ 10.40	\$ 10,816.00
35	32 01 16	Cold Milling HMA Pavement Surface	1,206	Sq. Yd.	\$ 2.20	\$ 2,653.20
36	32 11 16	Subbase	1,573	Cu. Yd.	\$ 11.64	\$ 18,309.72
37	33 11 23	Aggregate Base, 21AA	1,261	Cu. Yd.	\$ 35.76	\$ 45,093.36
38	32 05 19.19	Geogrid	272	Sq. Yd.	\$ 3.51	\$ 954.72
39	32 12 16	HMA, 5E1	443	Ton	\$ 82.44	\$ 36,520.92
40	32 12 16	HMA, 4E1	146	Ton	\$ 84.71	\$ 12,367.66
41	32 12 16	HMA, 3E1	779	Ton	\$ 68.17	\$ 53,104.43
42	32 12 16	HMA, 36A	100	Ton	\$ 98.58	\$ 9,858.00
43	32 12 16	HMA, 13A	100	Ton	\$ 94.46	\$ 9,446.00
44	32 12 16	Hand Patching	39	Ton	\$ 155.00	\$ 6,045.00
45	plans	Brick Paver Sidewalk	9	Sq. Ft.	\$ 50.00	\$ 450.00
46	32 13 13	Sidewalk, 4 inch	4,214	Sq. Ft.	\$ 2.05	\$ 8,638.70
47	32 13 13	Sidewalk, 8 inch	782	Sq. Ft.	\$ 3.15	\$ 2,463.30
48	32 13 13	Sidewalk Ramp, 6 inch	834	Sq. Ft.	\$ 3.60	\$ 3,002.40
49	32 13 13	Detectable Warning Surface, C.I.	117	Ln. Ft.	\$ 72.00	\$ 8,424.00
50	32 13 13	Curb & Gutter, Det E1	70	Ln. Ft.	\$ 45.00	\$ 3,150.00
51	32 13 13	Curb & Gutter, Det F2	222	Ln. Ft.	\$ 15.00	\$ 3,330.00
52	32 13 13	Curb & Gutter, Det F4	2,249	Ln. Ft.	\$ 10.50	\$ 23,614.50
53	32 13 13	Curb & Gutter, F3-mod, Bridge Approach	37	Ln. Ft.	\$ 28.00	\$ 1,036.00
54	32 13 13	Driveway Opening, Conc, Det M	151	Ln. Ft.	\$ 14.00	\$ 2,114.00
55	32 13 13	Driveway, Nonreinf Conc, 8 inch	463	Sq. Yd.	\$ 29.00	\$ 13,427.00
56	MDOT 706	Conc Pavt, Reinf, 12 inch, Bridge Approach, Night Casting	52	Sq. Yd.	\$ 112.00	\$ 5,824.00
57	MDOT 706	Sleeper Slab	1	Each	\$ 2,000.00	\$ 2,000.00
58	32 13 13	Joint, Expansion, E2	50	Ln. Ft.	\$ 18.00	\$ 900.00

59	32 13 13	Concrete Cold Weather Protection, Curb	2,729	Ln. Ft.	\$ 1.00	\$ 2,729.00
60	32 13 13	Concrete Cold Weather Protection, Pavement	52	Sq. Yd.	\$ 2.00	\$ 104.00
61	32 13 13	Concrete Cold Weather Protection, Driveway	463	Sq. Yd.	\$ 6.00	\$ 2,778.00
62	32 13 13	Concrete Cold Weather Protection, Sidewalk	5,830	Sq. Ft.	\$ 0.60	\$ 3,498.00
63	32 17 23	Line Mrkg, Cold Plastic, White, 6 in	392	Ln. Ft.	\$ 2.99	\$ 1,172.08
64	32 17 23	Line Mrkg, Cold Plastic, White, 12 in	229	Ln. Ft.	\$ 5.90	\$ 1,351.10
65	32 17 23	Line Mrkg, Cold Plastic, White, 24 in	132	Ln. Ft.	\$ 11.75	\$ 1,551.00
66	32 17 23	Line Mrkg, Waterborne, White, 4 in	797	Ln. Ft.	\$ 0.45	\$ 358.65
67	32 17 23	Line Mrkg, Waterborne, White, 4 in, 2nd Appl	797	Ln. Ft.	\$ 0.05	\$ 39.85
68	32 17 23	Line Mrkg, Waterborne, Blue, 4 in	300	Ln. Ft.	\$ 0.60	\$ 180.00
69	32 17 23	Line Mrkg, Waterborne, Blue, 4 in, 2nd Appl	300	Ln. Ft.	\$ 0.10	\$ 30.00
70	32 17 23	Line Mrkg, Waterborne, Yellow, 4 in	6,050	Ln. Ft.	\$ 0.37	\$ 2,238.50
71	32 17 23	Line Mrkg, Waterborne, Yellow, 4 in, 2nd Appl	6,050	Ln. Ft.	\$ 0.10	\$ 605.00
72	32 17 23	Legend Mrkg, Waterborne, Blue, Accessible Parking	3	Each	\$ 35.00	\$ 105.00
73	32 17 23	Legend Mrkg, Waterborne, White, Left Arrow	1	Each	\$ 45.00	\$ 45.00
74	32 17 23	Legend Mrkg, Waterborne, White, Thru/Right Arrow	1	Each	\$ 65.00	\$ 65.00
75	32 91 19	Topsoil Surface, 4 inch, screened	5,200	Sq. Yd.	\$ 3.71	\$ 19,292.00
76	32 92 19	Seed & Fertilizer	5,200	Sq. Yd.	\$ 0.48	\$ 2,496.00
77	32 92 19	Erosion Fabric, NAG S75-BN	5,100	Sq. Yd.	\$ 1.08	\$ 5,508.00
78	32 92 19	Erosion Fabric, NAG C-125	100	Sq. Yd.	\$ 2.99	\$ 299.00
79	32 92 19	Mowing	5,200	Sq. Yd.	\$ 0.23	\$ 1,196.00
80	33 01 33	Video Taping Sewer Pipe	1,204	Ln. Ft.	\$ 0.80	\$ 963.20
81	33 05 14	Structure, San. MH, 48 in. Dia	8	Each	\$ 2,745.76	\$ 21,966.08
82	33 05 14	Structure, Stm. MH, 48 in. Dia	4	Each	\$ 1,103.12	\$ 4,412.48
83	33 05 14	Structure, Stm. CB, 24 in. Dia	13	Each	\$ 760.65	\$ 9,888.45
84	33 05 14	Structure, Stm. CB, 48 in. Dia	9	Each	\$ 1,317.87	\$ 11,860.83
85	33 05 14	Structure Conn. to Ex. Swr, 8 inch Stm	1	Each	\$ 143.81	\$ 143.81

86	33 05 14	Structure Conn. to Ex. Swr, 10 inch Stm	1	Each	\$ 208.03	\$ 208.03
87	33 05 14	Structure Conn. to Ex. Swr, 12 inch Stm	2	Each	\$ 208.03	\$ 416.06
88	33 05 14	Structure Cover, EJ #1040 Logo San	9	Each	\$ 566.44	\$ 5,097.96
89	33 05 14	Structure Cover, EJ #1040 Logo Stm	4	Each	\$ 566.44	\$ 2,265.76
90	33 05 14	Structure Cover, EJ #1040 M1 Grate	4	Each	\$ 533.80	\$ 2,135.20
91	33 05 14	Structure Cover, EJ #7045	17	Each	\$ 703.76	\$ 11,963.92
92	33 05 14	Structure Cover, EJ #6508	1	Each	\$ 368.40	\$ 368.40
93	34 05 14	Structure Cover, EJ #5100	2	Each	\$ 638.12	\$ 1,276.24
94	35 05 14	Structure Cover, EJ #7030	2	Each	\$ 825.08	\$ 1,650.16
95	33 05 14	Structure Adjust, Case 2	2	Each	\$ 185.82	\$ 371.64
96	33 05 14	Structure Tap, 15 inch San	1	Each	\$ 748.90	\$ 748.90
97	33 05 14	Valve Box Adjust	1	Each	\$ 176.67	\$ 176.67
98	33 05 14	Structure Inside Drop	2	Each	\$ 924.25	\$ 1,848.50
99	33 11 13	Watermain, 6 inch	26	Ln. Ft.	\$ 60.79	\$ 1,580.54
100	33 11 13	Watermain, 8 inch	1,128	Ln. Ft.	\$ 64.90	\$ 73,207.20
101	33 11 13	Watermain, 12 inch	159	Ln. Ft.	\$ 149.56	\$ 23,780.04
102	33 11 13	Valve & Box, 4 inch	1	Each	\$ 945.66	\$ 945.66
103	33 11 13	Valve & Box, 6 inch	2	Each	\$ 1,085.39	\$ 2,170.78
104	33 11 13	Valve & Box, 8 inch	7	Each	\$ 1,472.21	\$ 10,305.47
105	33 11 13	Valve & Box, 12 inch	5	Each	\$ 2,556.77	\$ 12,783.85
106	33 11 13	Hydrant Assembly	3	Each	\$ 3,309.24	\$ 9,927.72
107	33 11 13	Hydrant Lead, 6 inch	30	Ln. Ft.	\$ 30.16	\$ 904.80
108	33 11 13	Line Stop, 6 inch	1	Each	\$ 2,700.00	\$ 2,700.00
109	33 11 13	Line Stop, 8 inch	2	Each	\$ 2,900.00	\$ 5,800.00
110	33 11 13	Line Stop, 12 inch	1	Each	\$ 4,600.00	\$ 4,600.00
111	33 12 13	Water Svc., 1 inch	241	Ln. Ft.	\$ 21.71	\$ 5,232.11
112	33 12 13	Water Svc., 2 inch	151	Ln. Ft.	\$ 39.53	\$ 5,969.03

113	33 12 13	Water Svc., 4 inch D.I.	95	Ln. Ft.	\$ 43.46	\$ 4,128.70
114	33 12 13	Curb Stop, 1 inch	7	Each	\$ 236.27	\$ 1,653.89
115	33 12 13	Curb Stop, 2 inch	4	Each	\$ 560.99	\$ 2,243.96
116	33 12 13	Meter Pit, 18 inch	6	Each	\$ 638.61	\$ 3,831.66
117	33 12 13	Meter Pit, 24 inch	1	Each	\$ 668.25	\$ 668.25
118	33 31 13	San. Swr., PVC SDR35, 8 inch	46	Ln. Ft.	\$ 83.52	\$ 3,841.92
119	33 31 13	San. Swr., PVC SDR35, 10 inch	37	Ln. Ft.	\$ 131.01	\$ 4,847.37
120	33 31 13	San. Swr., PVC SDR35, 12 inch	700	Ln. Ft.	\$ 86.68	\$ 60,676.00
121	33 31 13	San. Swr., PVC SDR26, 15 inch	421	Ln. Ft.	\$ 131.16	\$ 55,218.36
122	33 31 13	San. Swr. Service, 6 inch	314	Ln. Ft.	\$ 41.32	\$ 12,974.48
123	33 31 13	San. Swr. Service.Cleanout	13	Each	\$ 315.73	\$ 4,104.49
124	33 31 13	Cleanout Riser Cover, EJ #1578	3	Each	\$ 243.12	\$ 729.36
125	33 31 13	Sewer Bypass Pumping	1	Lump Sum	\$ 5,940.85	\$ 5,940.85
126	33 41 13	Stm. Swr. 8 inch, Ductile Iron	36	Ln. Ft.	\$ 31.42	\$ 1,131.12
127	33 41 13	Stm. Swr. 12 inch, R.C.P.	1,147	Ln. Ft.	\$ 47.18	\$ 54,115.46
128	33 41 13	Stm. Swr. 18 inch, R.C.P.	329	Ln. Ft.	\$ 68.80	\$ 22,635.20
129	33 41 13	Stm. Swr. 18 inch, R.C.P. (river outlet pipe)	96	Ln. Ft.	\$ 69.83	\$ 6,703.68
130	33 41 13	Stm. Swr. Service. 4 inch	47	Ln. Ft.	\$ 37.10	\$ 1,743.70
131	33 41 13	Stm. Swr. Service Cleanout	4	Each	\$ 306.45	\$ 1,225.80
132	33 46 00	Underdrain, Subbase, 6 inch	2,337	Ln. Ft.	\$ 3.19	\$ 7,455.03
133	plans	Trench Undercutting, Stone Bedding	400	Cu. Yd.	\$ 49.44	\$ 19,776.00
134	plans	Trench Undercutting, Sand Bedding	600	Cu. Yd.	\$ 22.49	\$ 13,494.00
135	33 11 13	Thrust Block	1	Each	\$ 482.89	\$ 482.89

Total of All Bid Prices \$ 1,036,189.95

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. ~~Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.~~ Engineer will prepare payment requests once per month for Contractor's review and acceptance, in accordance with paragraphs SC14.02A and SC14.02B of the Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments ~~on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month~~ in accordance with Article 14 of the General Conditions and paragraphs SC-14.02A, SC-14.02B, and SC-14.02C of the Supplementary Conditions, during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;~~and~~
 - b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ~~_____ percent per annum~~ no higher than the maximum allowed by law.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor 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. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor 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 Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 13, inclusive).
- 2. Performance bond (pages _____ to _____, inclusive).
- 3. Payment bond (pages _____ to _____, inclusive).
- 4. General Conditions (pages 1 to 62, inclusive).
- 5. Supplementary Conditions (pages 1 to 11, inclusive).
- 6. Division 01-49 specifications as listed in the table of contents of the Project Manual:
- 7. Michigan Department of Transportation Standard Plans:
 - a. Standard Plan R-28-H: Sidewalk Ramp and Detectable Warning Details
 - b. Standard Plan R-29-H: Driveway Openings & Approaches, and Concrete Sidewalk
 - c. Standard Plan R-30-G: Concrete Curb and Concrete Curb & Gutter
 - d. Standard Plan R-39-I: Transverse Pavement Joints
 - e. Standard Plan R-41-G: Longitudinal Pavement Joints
 - f. Standard Plan R-45-I: Pavement Reinforcing for Bridge Approach

8. Special Provisions:

MDOT 12SP501(E) Recycled HMA Mixture on Local Agency Projects
MDOT 12SP501(F) Marshall HMA Mixture
MDOT 12SP501(J) Acceptance of HMA Mixture on Local Agency Projects

for all MDOT special provisions included on project, substitute “Owner” in place of “Department”

9. Drawings consisting of the following 19 sheets:

Sheet 1 of 19 Title Sheet
Sheet 2 of 19 Typical Sections
Sheet 3 of 19 Typical Sections
Sheet 4 of 19 Typical Sections

Sheet 5 of 19 Typical Sections
Sheet 6 of 19 Removals
Sheet 7 of 19 Utilities Plan and Profile
Sheet 8 of 19 Utilities Plan and Profile
Sheet 9 of 19 Utilities Plan and Profile
Sheet 10 of 19 Utilities Plan and Profile
Sheet 11 of 19 Utilities Plan and Profile
Sheet 12 of 19 Bridge Approach Plan and Profile
Sheet 13 of 19 Bridge Approach Sections
Sheet 14 of 19 Grading, SESC, and Restoration
Sheet 15 of 19 Temporary Traffic Controls
Sheet 16 of 19 Permanent Traffic Signs and Pavement Markings
Sheet 17 of 19 Tables
Sheet 18 of 19 Intersection Pavement Grading
Sheet 19 of 19 Intersection Pavement Grading

10. Addenda (numbers 1 to 3, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may

be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 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 or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on October 6, 2014 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of South Haven

By: _____
(Brian Dissette)

By: _____

Title: City Manager

Title: _____
(Attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

539 Phoenix Street

South Haven MI 49090

3) Materials Testing Contract Approval

In order to provide quality control over various construction methods, the City typically contracts for materials testing services on all road, water, and sewer projects. This contract will include testing the trench backfill, the sand subbase and gravel base layers below the street, the asphalt pavement, and the concrete used for curbs, driveways, and sidewalks. This testing ensures that the Contractor has completed these items of work according to the contract specifications. This is done to ensure the integrity of the road construction and achieve a very long lasting end product. These testing practices are standard for not only the City of South Haven but all Michigan Department of Transportation project as well. A proposal in the amount of \$28,668.00 from Materials Testing Consultants Inc has been provided for these professional services.

If the City Council desires to proceed with the project as presented, each of the three items listed above should be approved at the October 6 City Council meeting. I will be happy to address any questions on these items.



Materials
Testing
Consultants, INC.

MATERIALS Engineers, Independent TESTING Laboratories, Geotechnical & Environmental CONSULTANTS — Since 1968

Corporate Office

693 Plymouth Ave. NE • Grand Rapids, MI 49505 • (616) 456-5469 • FAX (616) 456-5784

Southeast Michigan

4721 Runway Blvd. • Ann Arbor, MI 48108 • (800) 968-8378 • (734) 619-6868

www.mtc-test.com

September 18, 2014
Proposal No. 11281

City of South Haven
Department of Public Works
1199 8th Avenue
South Haven, MI 49090

Attention: Mr. Steve Oosting, P.E.

Reference: Proposal For Construction Materials Engineering and Testing Services
Dyckman Avenue Reconstruction
South Haven, Michigan

Dear Mr. Oosting:

In response to the request for proposal, MATERIALS TESTING CONSULTANTS is pleased to submit this proposal to provide construction materials engineering and testing services. The scope of the work has been established based on your email received on September 4, 2014. We have provided herein a description of the scope of work and associated fees.

PROJECT UNDERSTANDING

The project involves the reconstruction of Dyckman Ave. between North Shore Dr. and Dunkley Ave., in South Haven, MI. However the scope of this contract does not include bridge rehabilitation at the east limits of the project. Construction will include installation of new utilities including storm sewer, watermain, and sanitary sewer. Complete reconstruction of the road is planned in addition to areas of sidewalk and curb replacement and new driveway approaches. A parking lot at the southeast corner of Black River St. and Dyckman Ave. is also planned for reconstruction. We performed the geotechnical investigation and understand the concerns associated with the organics and peat encountered from approximately Black River Street east to the river. Plan sheet 9 provides good detail of anticipated approximate overexcavation to depths of 12 ft below the road elevation.

We understand construction is scheduled to begin October 15, 2014 and that the utility replacement and backfilling will be completed in 2014. Final grading and placement of sand subbase, gravel base and pavement will occur in Spring 2015.

Dyckman Avenue Reconstruction
Proposal No. 11281
September 18, 2014
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QUALIFICATIONS

MATERIALS TESTING CONSULTANTS has provided construction testing services, test drilling, laboratory testing, and geotechnical consulting since being founded in 1968. We offer a comprehensive staff capable of staffing this project as exhibited by our proven experience on projects with similar and more extensive materials testing scopes. Our capabilities allow us to uniquely and productively manage projects with our in-house personnel and equipment by controlling the approach, cost, safety and technical aspects of our engagements. Professional Engineering management is provided throughout our organization with focus on our core values of technical leadership, ethics, service and trust.

The key personnel assigned to this project will be:

- **Nicholas Fransted, P.E.**, – Project Manager, over 12 years experience
- **Todd Munger, P.E.**, Geotechnical Project Engineer, over 7 years experience
- **Steven Elliott, P.E.** – Principal Engineer, over 25 years experience
- **Timothy J. Lautenbach, P.E.** – Field & Laboratory Manager, 10 years experience
- **MTC Technicians** – Varies (primarily soil, concrete, HMA, masonry and steel)

All of our technicians are MCA/ACI concrete certified and at a minimum Troxler density certified. The majority of our technicians are also MDOT Density and Aggregate Certified. The various technicians that could be assigned to this project are described below:

Caleb Uecker-Herman – Technician II

B.S. Environmental Studies and Geography from Aquinas College. MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. First year with MTC 2013.

Kipp Cushman – Technician II

MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. Michigan Certified Aggregate Technician (A,B,C,D,E). Unbonded Post-Tension Inspector. Michigan Certified Bituminous Laboratory Technician – Level I. First year with MTC 2007.

Curt Saarinen – Technician II

MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Michigan Certified Aggregate Technician (A, B, C, D, E). Troxler Nuclear Gauge Safety Training. First year with MTC 2008.

Dyckman Avenue Reconstruction
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September 18, 2014
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Jason Sheridan – Technician II

United States Air Force (23 years) – MSgt, Surveying and Construction. MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Aggregate Technician (A, B, C, D, E). Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. First year with MTC 2011.

Dave Wahr – Technician II

Associates Degree from Ferris State University in Construction Management. MCA Concrete Field Testing Technician – Level I. Michigan Certified Aggregate Technician (A, B, C, D, E). ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. First year with MTC 2010.

Zach Lewis – Technician I

Bachelors Degree in Architecture from Lawrence Technological University. MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. PCI QC Personnel Certification Technician Level I. First year with MTC 2014.

Gabe Bolen – Technician I

MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. First year with MTC 2014.

Rainer Frisbie – Technician III

Associates Degree in General Sciences at Kellogg Community College. MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. Michigan Certified Aggregate Technician (A). Michigan Certified Bituminous Laboratory Technician – Level I. PCI QC Personnel Certification Technician Level I. First year with MTC 2005.

Kelly Green – Technician III

MCA Concrete Field Testing Technician – Level I. ACI Concrete Field Testing Technician – Grade I. Michigan Certified Density Technician. Troxler Nuclear Gauge Safety Training. Michigan Certified Aggregate Technician. First year with MTC 2012.

MTC's qualifications highlights include:

- Complete in-house services; laboratory testing, steel inspection, materials testing
- Experienced engineering and technician staff with recent relevant construction experience
- Safety is our top priority
- Our Professional Liability record claims history is impeccable

Dyckman Avenue Reconstruction
Proposal No. 11281
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To our knowledge among the various testing firms in the State, our firm has one of the only laboratories which is AASHTO accredited in soil, concrete, aggregates and Hot-Mix Asphalt. In order to achieve the accreditation, our laboratories are inspected by AMRL and CCRL for conformance to the requirements of ASTM C1077, D3666 and D3740. Our testing laboratory meets all applicable ASTM, AASHTO and MDOT requirements.

We take great pride in the high quality of work we are known to produce, some of our unique attributes include:

- We are accredited by AASHTO.
- We are the only testing laboratory in Michigan approved by Consumers Energy for their Nuclear Level Quality projects utilizing the same QA program on all of our projects.
- We currently operate MDOT's Grand Region Central HMA laboratory within our facility.
- Our quality systems are described in a Quality Assurance Manual.
- We subscribe to reference sample test programs. Reference sample test programs include soils, concrete and bituminous from the AASHTO Materials Reference Laboratory.
- We submit our quality system to the review of outside authoritative agencies.
- Our equipment is calibrated and traceable to NIST standards.
- Our laboratories meet the full requirements of ASTM specifications for agencies performing construction materials and geotechnical testing.
- Materials Testing Consultants is a certified woman-owned business.

Project References

- Leonard Street Reconstruction, Carpenter Street to Oakleigh Street, Grand Rapids. MDOT Local Agency, 90375A. Project included hot mix asphalt road reconstruction, curb & gutter, storm sewer, watermain, lighting and landscaping. Reference: John Brom with City of Grand Rapids Engineering Department 616-456-3060
- Knapp Street Reconstruction, Wyndham Hill Drive to east of Dean Lake Avenue, Grand Rapids. MDOT Local Agency, 74899A. Project included hot mix asphalt paving, curb & gutter, storm sewer, sanitary sewer, watermain, street lighting and landscaping. Reference: Jeff McCaul with City of Grand Rapids Engineering Department 616-456-3060
- Cherry Street Reconstruction, Commerce Avenue to Division Avenue, Grand Rapids. MDOT Local Agency, 81097A. Project included road reconstruction with brick over concrete, curb & gutter, watermain, drainage improvements, concrete sidewalk and brick sidewalk. Reference: Jeremy Kramer with Fishbeck Thompson Carr & Huber (Consultant for the City of Grand Rapids Engineering Department providing Construction Engineering) 616-575-3824

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- Oxford Street Bridge and Non-motorized Trail, Grand Rapids. MDOT Local Agency, 50958A. Project included hot mix asphalt non-motorized path, concrete retaining wall and new bridge structure. Reference: John Brom with City of Grand Rapids Engineering Department 616-456-3060
- Lake Drive Resurfacing Project, Cherry Street to Fuller Street, Grand Rapids. MDOT Local Agency, 106403A and 107938A. Project included hot mix asphalt cold milling and paving, concrete sidewalk and ADA ramps, and street lighting conduit. Reference: John Brom with City of Grand Rapids Engineering Department 616-456-3060
- Eastside CSO Contract No. 12A, Madison Street from Adams Street to Highland Street, Grand Rapids. MDOT Local Agency, 104177A. Project included hot mix asphalt paving, curb & gutter, storm sewer, sanitary sewer and watermain. Reference: Bob Harbron with Black & Veatch (Consultant for the City of Grand Rapids Engineering Department providing Construction Engineering) 734-665-1000
- 44th Street Reconstruction, Clyde Park Avenue to Clay Avenue, Wyoming. MDOT Local Agency, 103138A. Project included concrete pavement, hot mix asphalt, watermain and sanitary sewer upgrades, drainage improvements, curb & gutter, and sidewalk. Reference: Philip Quartey with City of Wyoming Engineering Department 616-530-7254

SCOPE OF WORK

Based on the RFP, materials testing services will be required on trench backfill, subbase, aggregate base, HMA pavement, concrete pavement, and concrete sidewalks and curb & gutter. Overexcavation observation of subgrade soils by an experienced technician or engineer will be needed for a few days to remove organic soil from below the proposed utility trench near the Black River.

We understand that the City has estimated job coverage as follows: an average of 7 hours per day, 5 days per week, for 9 weeks (plus some overtime) in the late fall for the underground work, as well as 15 days in the spring for road base, concrete, and asphalt. We recognize that the Contractor's schedule may vary based on weather and other factors, and that the need for our coverage will subsequently vary. We will invoice based on actual quantities.

A copy of the Bid Form for this project, including projected quantities and costs is attached. Field engineer coverage of organic soil removal was not included on the provided Bid Form; engineer coverage would be at the rate of \$75.00 per hour, should it be required. In the event that any other services beyond the scope of the bid form are requested, our fee schedule is attached. We would welcome negotiating a budget for our services should you so desire.

Dyckman Avenue Reconstruction
Proposal No. 11281
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We appreciate this opportunity to provide this service to the City of South Haven. Please do not hesitate to call should you have any questions.

Sincerely,

MATERIALS TESTING CONSULTANTS, INC.



Nicholas W. Fransted, P.E.
CMET Division Manger

Atts: City of South Haven Bid Form
Fee Schedule
General Conditions

Estimate of Construction Materials Testing Services
 Project: Dyckman Avenue Reconstruction

	Estimated Quantity	Unit	Unit Price	Estimated Amount
On-site Technician	<u>415</u>	Hours on site	<u>\$49.00</u>	<u>\$20,335.00</u>
Overtime: On-site Technician	<u>50</u>	Hours on site	<u>\$63.70</u>	<u>\$3,185.00</u>
Trip Charge to Site	<u>60</u>	Each round trip	<u>\$60.00</u>	<u>\$3,600.00</u>
HMA Technician	<u>12</u>	Hours in plant	<u>\$49.00</u>	<u>\$588.00</u>
Overtime - HMA Technician	<u>0</u>	Hours in plant	<u>--</u>	<u>--</u>
Trip Charge to HMA Plant	<u>2</u>	Each round trip	<u>\$60.00</u>	<u>\$120.00</u>
Concrete Cylinder Tests	<u>6</u>	Each set of 4 cylinders	<u>\$60.00</u>	<u>\$360.00</u>
Sieve Analysis for Sand	<u>2</u>	Each test	<u>\$120.00</u>	<u>\$240.00</u>
Sieve Analysis for Gravel	<u>2</u>	Each test	<u>\$120.00</u>	<u>\$240.00</u>
			Total:	<u>\$28,668.00</u>



FEE SCHEDULE

PERSONNEL CHARGES

Principal	\$140.00/hr
Sr. Project Manager	\$125.00/hr
Project Manager	\$110.00/hr
Sr. Proj Eng/Geol/Env Professional	\$105.00/hr
Project Eng/Geol/Env Professional	\$95.00/hr
Asst Proj Eng/Geol/Env Professional	\$90.00/hr
Sr. Staff Eng/Geol/Env Professional	\$85.00/hr
Staff Eng/Geol/Env Professional	\$75.00/hr
Field/Lab/SST Manager	\$85.00/hr
SST Technician III	\$90.00/hr
SST Technician II	\$80.00/hr
SST Technician I	\$68.00/hr
Technician III	\$60.00/hr
Technician II	\$49.00/hr
Technician I	\$49.00/hr
Project Assistant	\$40.00/hr

Minimum charge for field assignment is two hours per trip. Overtime charge is 1.3 times regular rate. Overtime is time worked prior to 8:00 a.m. or after 4:30 p.m., in excess of eight hours per day, Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice. Review time will be charged at the appropriate level required.

OTHER CHARGES

Mileage	\$60/Trip charge
Per diem - meals (overnight assignments)	\$40.00/day
Direct reimbursable expenses	Cost plus 15%

FEE SCHEDULE

EQUIPMENT CHARGES

	<u>Per Day</u>		<u>Per Day</u>
Nuclear Density Gauge	\$40.00	Avongard Crack Monitor	\$30.00
Asphalt Extraction Equipment	\$80.00	SFRM Cohesion/Adhesion Kit	\$30.00/ea
Rice Equipment	\$50.00	Magnetic Particle Equipment	\$50.00
Concrete Maturity Reader	\$65.00	Torque Wrench	\$55.00
Concrete Maturity Tag	Quoted	Torque Multiplier	\$55.00
Coring Machine	\$135.00	Positector Paint Thickness Gage	\$60.00
Bit charge	\$3.50/in	Panametrics Thickness Gage	\$60.00
D-Meter Profiler	\$160.00	Skidmore® Bolt Tension Calibrator	\$90.00
Floor Moisture Vapor Kit	\$35.00/ea	Ultrasonic Equipment	\$100.00
Relative Humidity Kit, F2170	\$100/location	Visible Dye Penetrant	\$25.00/can
Pachometer	\$150.00	Bailer	\$10.00/ea
Windsor Probe	\$85.00	Barrel Filter	\$45.00/ea
Windsor Probe Charge Set	\$50.00	DO Meter	\$35.00
Earth Resistivity Equipment	\$150.00	Interface Probe	\$55.00
Menard Pressuremeter – GC	\$2200/wk	Level D PPE	\$30.00
Pile Load Test Instrumentation	\$400.00	Methanol Soil Preservative Kit	\$20.00/ea
Pile Echo Tester	\$400/wk	Peristaltic Pump	\$30.00
Hydraulic Ram Jack	\$50.00	pH/Cond/Temperature	\$30.00
Slope Inclinometer	\$250.00	Photo-Ionization Detector	\$170.00
Arrowboard	\$100.00	Four Gas Monitor	\$70.00
Safety Cone	\$6.00/ea	Water Level Meter	\$30.00
48" Traffic Sign	\$30.00/ea	Turbidity Meter	\$20.00
Ground Penetrating Radar (GPR)	\$470.00	Air Sampling Equipment	\$55.00
GPS Ashtech Mapper	\$80.00	Bulk Sampling Equipment	\$40.00
Infrared Camera	\$100.00		

FEE SCHEDULE

LABORATORY RATES

<u>Geotechnical</u>	<u>\$/Test</u>	<u>Aggregates</u>	<u>\$/Test</u>
Proctor – granular, D1557, D698	140.00	Aggregate Sieve Analysis, C136, MTM 109	70.00
Proctor – cohesive, D1557, D698	170.00	Loss-by-Wash, C117, MTM 108	50.00
Proctor – method C, 6” mold, add	65.00	Deleterious Materials, MTM 110	75.00
Maximum Index Density, D4253	200.00	Deleterious Materials, ASTM Methods	Quoted
Minimum Index Density, D4254	150.00	Percent Crushed, MTM 117	50.00
Sieve Analysis, D6913	70.00	Soundness, C88	370.00
Loss by wash, D1140	50.00	L.A. Abrasion, C131	280.00
Grain Size Distribution, Hydrometer, D422	180.00	Specific Gravity + Absorption, C127	190.00
Specific Gravity, D854	90.00	Specific Gravity + Absorption, C128	210.00
Atterberg Limits, D4318	90.00	Unit Weight, dry-rodded, C29	110.00
Soil pH, D4972	55.00	Organic Impurities in Fine Aggregate, C40	110.00
Organic Content/Loss on Ignition, D2974	75.00	Sand Equivalent Value, D2419	210.00
California Bearing Ratio (per pt), D1883	350.00	Fine Aggregate Angularity, MTM 118	110.00
Total Porosity, D854, D2216, D7263	100.00	Angularity Index, C1252	110.00
Density & Mst, D2216, D7263	35.00	Flat and Elongated Particles, D4791	90.00
Natural Moisture, D2216	15.00	<u>Concrete</u>	<u>\$/Test</u>
Unconfined Compression, D2166	65.00	Concrete Compression, per cylinder, C39	15.00
Shelby Tube - Visual Classification, D2488	50.00	Cylinder Molds (cyls. not molded by MTC)	2.50
Shelby Tube - Extrusion, D2488	30.00	Saw Cutting of Cylinders	12.00
Direct Shear (up to 3 pts), D3080	600.00	Core Compression (including saw cut), C42	55.00
Triaxial UU (up to 3 pts), D2850	650.00	Shotcrete cores (cut/comp. or spare), C1140	55.00
Triaxial CU (up to 3 pts), D4767	1000.00	Splitting Tensile Strength, C496	50.00
Consolidation, D2435, Method B	520.00	Beam Flexure, C293, C78	75.00
Consolidation, D2435, Method A	Quoted	Petrographic Services	Quoted
Permeability – Constant Head, D2434	235.00	Shrinkage Test (3 specimens), C157	350.00
Permeability – Fall. Head, EM 1110-IV-1906	235.00	Concrete Core Absorption	50.00
Permeability – Flex Wall, D5084	385.00	Potential ASR (Mortar Bar), set of 3, C1567, C1260	500.00
Remolding of Samples, add	75.00		

For special testing where a specific rate is not provided herein, fees will be based on laboratory technician and equipment hourly rate of \$100.00/hour with a 1 hour minimum charge.

FEE SCHEDULE

LABORATORY RATES (continued)

<u>Masonry</u>	<u>\$/Test</u>	<u>Rock Core</u>	<u>\$/Test</u>
Grout Prism Compression, per prism, C1019	25.00	Unconfined Compression, D7012	150.00
Hyd. Cement Cube Compression, per cube, C109	15.00	Unconfined Compression w/ Strain, D7012	300.00
Compression of Concrete Block, per block, C140	120.00	Unconfined Comp. w/ Poisson Ratio, D7012	400.00
Linear Shrinkage Concrete Block, set of 3, C426	450.00	Slake Durability Index, D4644	200.00
Comp. of Concrete Block Prisms, per block, C1314	200.00	Point Load Strength, D5731	100.00
Moisture, Absorption, Net Area of Concrete Block, per block, C140	100.00	Rock Hardness by Rebound Hammer (10 Strikes), D5873	150.00
Brick Compressive Strength, Absorption, Saturation, IRA, Efflorescence, set of 15, C67	600.00	Indirect Tensile (per pt), D3967	50.00
<u>Bituminous Mixtures</u>	<u>\$/Test</u>	<u>Steel</u>	<u>\$/Test</u>
Mix Verification (extraction, sieve, LBW, crush), MTM 325, 108, 109, 117	250.00	Fireproofing Density Test, AWCI Manual 12-A	60.00
Marshall Stability and Flow, per plug, D6927	85.00	Side Bends – Machine/bend, E190	115.00
Bulk Specific Gravity, per plug/core, D2726	85.00	Face/Root Bends – Machine/bend, E190	105.00
Molding Marshall Plugs, per plug, D6926	50.00	Plates and Supplies	Quoted
Theoretical Maximum Density (Rice), D2041	135.00	Welder Qualification	Quoted
Molding Gyrotory Plugs, per plug, D6925	130.00	Tensile < 1" dia., A370	110.00
Preparation of Bituminous Core	18.00	Tensile > 1" dia., A370	130.00
Core Thickness, per core, D3549	20.00	Elongation, Reduction in Area, A370	40.00
Moisture Content, D1461	50.00	Jack Calibration	270.00
<u>Pipe</u>	<u>\$/Test</u>		
ABS Truss Pipe Test, 8" – 15" dia., D2680	160.00		
PVC Pipe Test, 6" – 8" dia., D3034	180.00		

For special testing where a specific rate is not provided herein, fees will be based on laboratory technician and equipment hourly rate of \$100.00/hour with a 1 hour minimum charge.

FEE SCHEDULE

SOIL TEST DRILLING SERVICES

<u>Mob/Demob - 2-man crew:</u>	<u>CME55Track</u>	<u>Geoprobe</u>	<u>CME750</u>	<u>CME95</u>
Within 30 mile radius	\$ 420	\$ 450	\$ 600	\$ 600
Outside 30 mile radius/mile/one-way	\$14.00	\$14.00	\$18	\$18

Soil Test Drilling:

Normal soil conditions (N<60), 5 ft interval SPT sampling	\$11.60/l.f.
Difficult soil conditions (N>59, rubble or cobbles), 5 ft interval SPT sampling	\$20.00/l.f.
Drilling surcharge for 50 to 75 ft depth	\$13.00/l.f.
Drilling surcharge for 75 to 100 ft depth	\$17.00/l.f.
All-terrain drill rig daily premium	\$250.00/day
NX Rock Coring, D2113	\$65.00/l.f.
Rock Core Setup Fee	\$275.00
Extra SPT samples, D1586	\$25.00/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	\$60.00/attempt
Drilling through concrete or brick at surface (less than 10" thick)	\$14.00/in
Grout boring closed	\$8.00/l.f.
Well/Piezometer construction (not including material)	\$8.50/l.f.
Locking Protective Cover	\$135.00/ea
Flush Locking Protective Cover	\$135.00/ea
Steam Cleaner rental	\$150.00/day
55-gallon Drum (disposal not included)	\$50.00/ea
Bagged Materials (sand, bentonite, cement)	\$15.00/bag
Piezometer and well materials	Quoted
Per Diem (lodging and meals, 2-man crew)	\$195.00/day

Drill crew rate per hour for special testing, borehole grouting, monitoring well construction, access, on-site setup, site clean-up, standby, water hauling or steam cleaning:

<u>CME55</u>	<u>Geoprobe</u>	<u>CME750</u>	<u>CME95</u>
\$195.00	\$195.00	\$210.00	\$225.00

Drill crew access time may be charged if soft ground conditions, wooded areas, or other site conditions/restraints are encountered.

GENERAL CONDITIONS

1. The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc. (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.
2. Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work. MTC agrees to exercise reasonable measures to minimize damage to the site during the performance of the work.
3. Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 90 days after submittal of MTC's report.
4. MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.
5. Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTC, subject to the limitation contained in paragraph 9.
6. Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to MTC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to MTC.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
8. Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
9. Ground Penetrating Radar ("GPR") Services. Client acknowledges that the use of GPR technology is not error free and there are limitations on the use of GPR to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR Services are to be applied; and only center lines of embedded objects can be located) which may make GPR less precise than other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR Services. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR Services, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which the GPR Services are applied. MTC has no responsibility or obligation other than to deliver the GPR Services and the results obtained from application of GPR. How and when the work product from the GPR Services shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required GPR Services are completed and the work product is delivered.
10. MTC'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD MTC OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON MTC'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.
11. Subject to the foregoing limitations, MTC agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of MTC's negligence to the extent of MTC's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.
12. MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.
13. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
14. This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
15. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and/or protect its professional reputation.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-39

DYCKMAN AVENUE RECONSTRUCTION PROJECT
SPECIAL ASSESSMENT DISTRICT

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

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on October 6, 2014 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

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

WHEREAS, after notice duly given by publication on September 21, 2014 in the South Haven Tribune and by first class mail on September 16, 2014, the City Council held a public hearing to consider a proposed special assessment roll and objections thereto for the Dyckman Avenue Reconstruction Project Special Assessment District on the 6th day of October, 2014, at 7:00 p.m., at the City Hall; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the said special assessment roll prepared by the City Assessor and presented to the City Clerk and thus reported to the City Council, a copy of which roll is attached hereto as Exhibit B, in the Amount of \$95,364.99, for the Dyckman Avenue Reconstruction Project Special Assessment District (the "Special Assessment District") is hereby confirmed and shall be known and designated as Special Assessment District Roll Number 201401 (the "Roll").
2. That the City Clerk shall endorse on the Roll the date of this meeting as the date of confirmation of the Roll.
3. That said Roll shall be placed on the summer tax bills in fifteen (15) equal annual installments, with the first installment due and payable on July 1, 2015, and all subsequent installments shall be due and payable on or before July 1 of each year thereafter. The first installment will be for 1/15 of the assessment plus interest accrued

for the entire assessment from July 1, 2015. Subsequent installments will be for 1/15 of the assessment plus one year's interest on the unpaid balance of the assessment.

4. That interest shall accrue from July 1, 2015 and any payments on assessments made before such date shall be without interest.
5. That interest, payable annually on each installment due date, shall be paid on the balance of unpaid installments at the rate of four and one-half percent (4½%) per annum; provided, however, that if the City issues Bonds in anticipation of the unpaid installments of the special assessments, said interest rate shall be adjusted to a rate not exceeding one percent (1%) above the average rate of interest borne by said bonds.
6. That the outstanding balance of an assessment against any property may be paid to the City Treasurer at any time in full, with interest accrued through the month in which said installments are paid.
7. The Special Assessments shall be collected according to the provisions of the Ordinances, and any installment of a special assessment that is not paid when due shall be collected in the manner, and with such interest and penalties as are provided in the Ordinance and Chapter 11 of the City Charter.
8. That all special assessments contained in the Roll, including any part thereof deferred as to payment, shall from the date of confirmation of the Roll, pursuant to the Act, constitute a lien upon the respective property assessed.
9. That the special assessments made in the Roll are hereby ordered and directed to be collected and the City Clerk shall deliver the Roll to the City Treasurer with a warrant attached thereto, which shall command the City Treasurer to collect the special assessments in the Roll in accordance with the direction of the City Council. The form of said warrant is attached hereto as Exhibit C.
10. That upon receiving the Roll and warrant the City Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.
11. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of October, 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

EXHIBIT A

DESCRIPTION OF PUBLIC IMPROVEMENTS

DYCKMAN AVENUE RECONSTRUCTION PROJECT
SPECIAL ASSESSMENT DISTRICT
DESCRIPTION OF PUBLIC IMPROVEMENTS

Dyckman Avenue Reconstruction Project.

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

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

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

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

The public improvements will be made on Dyckman Avenue from Park Avenue to the Black River.

The Dyckman Avenue Reconstruction Project Special Assessment District consists of property located in the City of South Haven, Van Buren County, Michigan, described as follows and as shown on the following map.

Parcel Number	Address	Parcel Number	Address
80-53-743-100-00	202 DYCKMAN AVE	80-53-714-003-90	225 DYCKMAN AVE # 09
80-53-714-011-01	203 DYCKMAN AVE	80-53-714-004-00	225 DYCKMAN AVE # 10
80-53-727-001-00	207 DYCKMAN AVE 1	80-53-714-004-25	225 DYCKMAN AVE # 11
80-53-727-002-00	207 DYCKMAN AVE 2	80-53-714-004-20	225 DYCKMAN AVE # 12
80-53-727-003-00	207 DYCKMAN AVE 3	80-53-714-004-30	225 DYCKMAN AVE # 13
80-53-727-004-00	207 DYCKMAN AVE 4	80-53-714-004-40	225 DYCKMAN AVE # 14
80-53-727-005-00	207 DYCKMAN AVE 5	80-53-714-004-50	225 DYCKMAN AVE # 15
80-53-727-006-00	207 DYCKMAN AVE 6	80-53-714-004-60	225 DYCKMAN AVE # 16
80-53-727-007-00	216 PARK AVE #7	80-53-714-016-01	233 DYCKMAN AVE
80-53-727-008-00	216 PARK AVE #8	80-53-708-001-00	201 BLACK RIVER ST # 01
80-53-727-009-00	216 PARK AVE #9	80-53-708-002-00	201 BLACK RIVER ST # 02
80-53-727-010-00	216 PARK AVE #10	80-53-708-003-00	201 BLACK RIVER ST # 03
80-53-714-018-00	213 DYCKMAN AVE	80-53-708-004-00	201 BLACK RIVER ST # 04
80-53-714-003-10	225 DYCKMAN AVE # 01	80-53-708-005-00	201 BLACK RIVER ST # 05

80-53-714-003-21	225 DYCKMAN AVE # 02	80-53-708-006-00	201 BLACK RIVER ST # 06
80-53-714-003-30	225 DYCKMAN AVE # 03	80-53-708-007-00	201 BLACK RIVER ST # 07
80-53-714-003-40	225 DYCKMAN AVE # 04	80-53-708-008-00	201 BLACK RIVER ST # 08
80-53-714-003-50	225 DYCKMAN AVE # 05	80-53-716-014-00	206 BLACK RIVER ST
80-53-714-003-60	225 DYCKMAN AVE # 06	80-53-718-002-00	260 DYCKMAN AVE
80-53-714-003-70	225 DYCKMAN AVE # 07	80-53-718-100-10	278 DYCKMAN AVE
80-53-714-003-80	225 DYCKMAN AVE # 08	80-53-718-100-01	278 DYCKMAN AVE

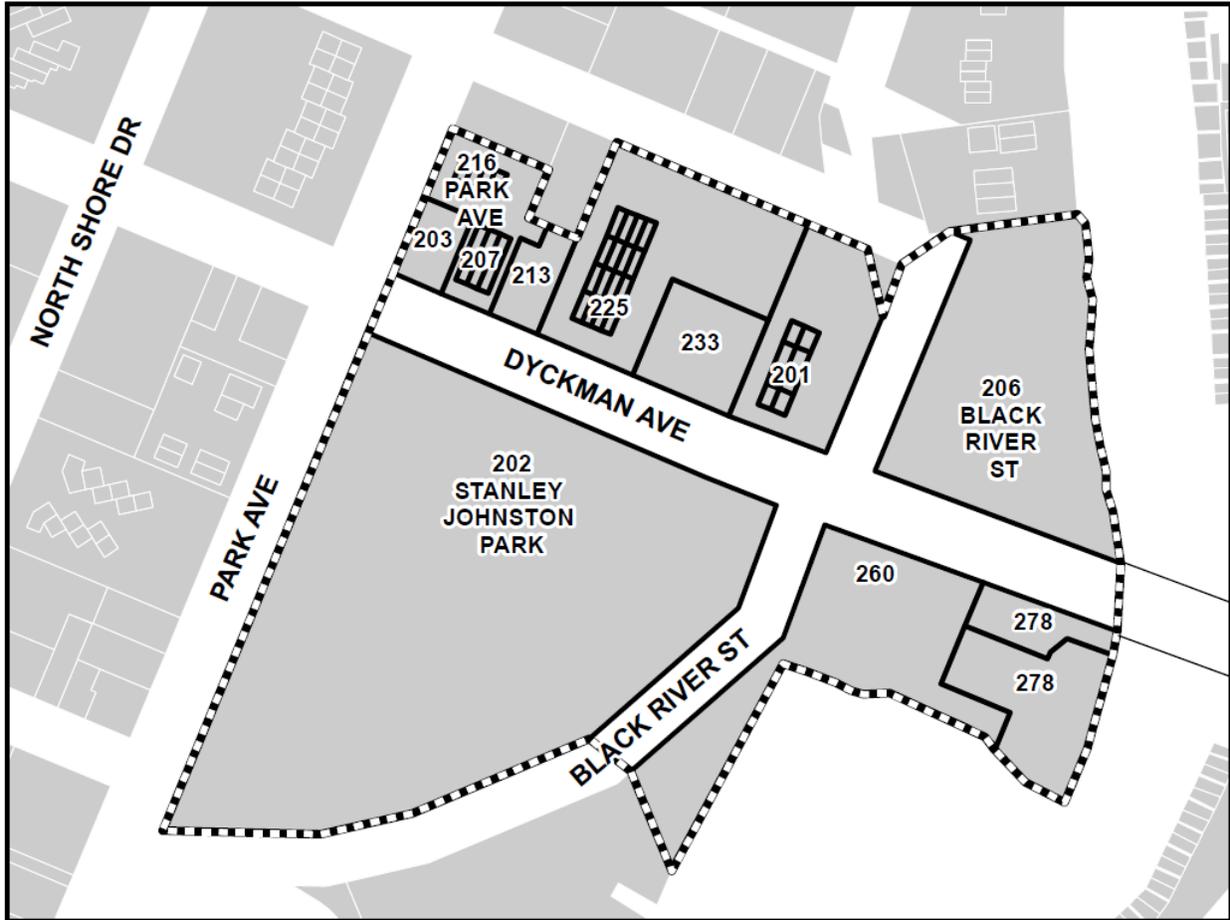


EXHIBIT B

DYCKMAN AVENUE RECONSTRUCTION PROJECT
SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT ROLL 201401

PARCEL_NO	OWNERNAME	Water Assessment	Sewer Assessment	Total Assessment
80-53-743-100-00	CITY OF SOUTH HAVEN	\$ 6,537.53	\$ 8,675.88	\$ 15,213.41
80-53-714-011-01	SAND CASTLE INN FACILITIES LLC	\$ 3,189.04	\$ -	\$ 3,189.04
80-53-727-001-00	KABIALIS EDWARD W & CHERYL D	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-002-00	GAREY DANIEL T	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-003-00	PRIEMER SHARON M	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-004-00	BARKLEY GREGORY P & KAREN S	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-005-00	VANANTWERP RANDY L	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-006-00	THOMSEN ELI L JR TRUST	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-007-00	GRECO STEVE B JR	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-008-00	DESIGN WORKS OF WEST MICHIGAN	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-009-00	PRAEGER JAMES & JUDY	\$ 398.63	\$ 529.02	\$ 927.65
80-53-727-010-00	NATIONS STEVEN R & LAURA C	\$ 398.63	\$ 529.02	\$ 927.65
80-53-714-018-00	MCKINLEY JUDSON R & MARIE E	\$ 1,435.07	\$ 1,904.46	\$ 3,339.53
80-53-714-003-10	OLSON DONALD AND JANET C	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-21	TANJA ROBERT M & ANN C	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-30	HALL NANCY	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-40	HORNBLOWER DANIEL M	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-50	KANSIER CLAIRE	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-60	WILSON JACK & LENORE	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-70	STREBECK MATTHEW	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-80	TROUT JOSEPH MARK & KARLA E	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-003-90	RODERICK JEANETTE W TRUST NO 1	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-00	ANDERSON RANDY J & CYNTHIA L	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-25	WEBER THEODORE R	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-20	TREMAINE KENNETH & GERRY	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-30	MONAHAN MELISSA	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-40	CIGANEK RICHARD & PHYLLIS	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-50	BERGER HANS-PETER W	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-004-60	ZARANSKY BARRY H & ROSALIE S	\$ 647.77	\$ 859.65	\$ 1,507.42
80-53-714-016-01	J C HALL LLC	\$ 2,870.13	\$ 3,808.92	\$ 6,679.05
80-53-708-001-00	RICHARDS STEPHEN & GLORIA J	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-002-00	HEYEN JOSEPH B & MARY JO	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-003-00	HELWIG JOHN	\$ 657.74	\$ 872.88	\$ 1,530.62

80-53-708-004-00	CRONEN DANIELLA M C TRUSTEE	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-005-00	DEHAAN TERRY J & CORENE K	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-006-00	GARVIN MELINDA	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-007-00	PALLETT WILLIAM L TRUSTEE	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-708-008-00	FULLER RAYMOND C	\$ 657.74	\$ 872.88	\$ 1,530.62
80-53-716-014-00	GIESLER TERRANCE, GIESLER C	\$ 2,264.22	\$ -	\$ 2,264.22
80-53-718-002-00	CITY OF SOUTH HAVEN	\$ -	\$ 1,058.03	\$ 1,058.03
80-53-718-100-10	CL PROPERTIES LLC	\$ 6,276.03	\$ 8,328.84	\$ 14,604.87
80-53-718-100-01	JENSEN CHARLES P & DONNA L TRU	\$ 1,451.01	\$ 1,925.62	\$ 3,376.63

ASSESSORS CERTIFICATE

I, Nathan Brousseau, Assessor of the City of South Haven, hereby state that the attached Special Assessment Roll was made pursuant to a resolution of the City Council adopted on September 15, 2014, and in making such Special Assessment Roll, I have according to my best judgment, conformed in all respects to the directions contained in such resolution and the statutes of the State of Michigan.

Date: _____

Nathan Brousseau, Assessor
City of South Haven

CERTIFICATE OF CONFIRMATION

I, Amanda Morgan, City Clerk of the City of South Haven, certify that the above Special Assessment Roll was confirmed on October 6, 2014 by resolution of the City Council of the City of South Haven.

Date: _____

Amanda Morgan, Clerk
City of South Haven

EXHIBIT C

WARRANT OF CITY CLERK

I, Amanda Morgan, the City Clerk of the City of South Haven, Van Buren and Allegan Counties, Michigan, hereby direct and command the City Treasurer, to collect the assessments set forth in the attached Dyckman Avenue Reconstruction Project Special Assessment District Roll Number 201401 in accordance with the directions of the City Council in respect thereto set forth in a Resolution adopted by the City Council on October 6, 2014, confirming such special assessment roll of the City.

Dated: _____

Amanda Morgan, City Clerk
City of South Haven, Michigan



Agenda Item 8

East Jordan Plastics IFT Consideration

Background Information:

The City Council will be asked to consider an Industrial Facilities Tax Exemption Certificate for East Jordan Plastics, Inc., located at 1600 Stieve Drive.

The company has filed an application for an Industrial Facilities Tax Exemption Certificate for personal property additions at their 1600 Stieve Drive location. The tax exemption requests total \$1,200,000, which relates to the purchase of robotic loading/unloading equipment, and injection molding equipment used for manufacturing. The company plans to create one new job, and retain six existing jobs, at their facility at 1600 Stieve Drive.

East Jordan Plastics, Inc. purchased the former Noble International building on Stieve Drive on December 30, 2008. Recently, the company purchased the second former Noble International building on Veterans Blvd. The company performs plastic recycling operations, along with shipping/receiving, at their South Haven locations. In addition to recycling, the company performs onsite manufacturing of horticultural containers and other products into new plastic containers.

East Jordan Plastics, Inc. owns several facilities, all of which are located in the State of Michigan, and employs approximately 250 salaried and hourly employees, with 34 employees working in the South Haven community. The business focuses on the manufacturing of various plastic products for the horticulture industry. Attached are images of the company's products.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for East Jordan Plastics, Inc., is \$61,562 over the 12 year life of agreement. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

A public hearing will be held on October 6, 2014 prior to final approval of the request.

Recommendation:

The City Council should consider approval of Resolution 2014-41: which, if approved grants an Industrial Facilities Tax Exemption Certificate for East Jordan Plastics, Inc., located at 1600 Stieve Drive.

Support Material:

Resolution 2014-41
Staff report: East Jordan Plastics IFT
[East Jordan Plastics, Inc. Product Guide](#)

MEMORANDUM

DATE: September 16, 2014

TO: Brian Dissette, City Manager

FROM: Connie Phillips-Thompson, Deputy Assessor

SUBJECT: Resolution to Approve an Industrial Facilities Tax Exemption Application for East Jordan Plastics, Inc located at 1600 Stieve Drive

East Jordan Plastics, Inc located at 1600 Stieve Drive has filed an application for an Industrial Facilities Tax Exemption Certificate on September 8, 2014 with a location of 1600 Stieve Drive. The application listed the estimated cost of acquisition and installation of machinery and equipment at \$1,200,000.

East Jordan Plastics, Inc. expects to retain 6 jobs and create 1 new job at this facility as a result of this project.

The estimated 12 year tax savings is \$61,562.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-41

A RESOLUTION APPROVING AN APPLICATION FOR
ISSUANCE OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AS REQUESTED BY EAST JORDAN PLASTICS, INC.

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 October 6, 2014 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the City of South Haven has, on September 8, 2014 received an application from East Jordan Plastics, Inc., for issuance of an Industrial Facilities Exemption Certificate pursuant to Act 198, Public Acts of 1974, as amended; and

WHEREAS, the application is for the acquisition and installation of machinery and equipment at an estimated cost of \$1,200,000 with a project location of 1600 Stieve Drive in the City of South Haven; and

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

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

WHEREAS, before acting on said application, the City of South Haven conducted a public hearing on this date, October 6, 2014, in the City Council Chambers at 539 Phoenix Street during the Council meeting which commenced at 7:00 p.m. local time, and the assessor and affected taxing units were given written notice and were afforded an opportunity to be heard; and

WHEREAS, the Applicant has reported to the City that the project installation of machinery and equipment had not begun earlier than six (6) months before September 8, 2014, the date of receipt by the City of the application for the Industrial Facilities Exemption Certificate; and

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

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

BE IT THEREFORE RESOLVED, that:

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

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

Real property as described in Attachment A hereto, an integral part hereof (Tax Parcel Number 80-53-220-102-60) be and the same is hereby approved.

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

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

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

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 6th day of October, 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: September 11, 2014

Re: Ice Breaker 2015
2014-49

This special event is ready for the City Council's approval. The dates requested are January 30 – February 1, 2015. The Chamber of Commerce is the primary sponsor and as in the past they are requesting use of the city sidewalks, increased police presence, parking spaces blocked on Center from Phoenix to Eagle and use of the electric. The application appears to be in order and consistent with past applications. They are again requesting to be exempt from putting up portable toilets due to lack of use.

See attached for their press release.

Proof of insurance will be provided closer to the event.

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2014-49

Date Received 9/10/14

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

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

A new application must be submitted each year.

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

Initial [Signature]

Date 9-9-14

CONTACT INFORMATION

Event Title: IceBreaker

Sponsoring Organization: South Haven Area Chamber of Commerce

Applicants Name: Kathy Wagaman, Executive Director

Telephone #: 269-637-5171 Phone # During Event: 269-214-6178

E-mail Address: director@southhavenmi.com

Other contacts for/during event

Name: Susan Diepen Telephone: 269-906-0722

Name: Krissy Garland Telephone: 269-208-2774

EVENT SPECIFIC INFORMATION

Event Location: Downtown South Haven

Date(s) Requested: Jan 30-Feb 1, 2015 Alternative Date(s): _____

Start Time: 5pm Friday, Jan 30 End Time: 3pm Sunday, Feb 1

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

Number of people expected to attend: 7,000-9,000

EVENT DESCRIPTION

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

See attached press release.

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 Cones will keep crowds back during ice carving. We are requesting barricades to close Center St. between Phoenix & Eagle for event activities.

- 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. "D" on map.
- Portable toilet facilities. Mark locations on maps. How many? Wish to be exempt due to lack of use. 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: Horse-drawn wagon rides will be under drive-through awning on Center St. at Chemical Bank. Wagon rides will go through city.
- 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. (see "X" on map)
- 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: Access to all electrical outlets from traffic islands to light poles for ice carving tools

If electric utilities requested, name of festival person or electrician who will be responsible:
Name: Kathy Wagaman Telephone: 269-214-6178
Shane Draper 386-237-1799

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: Any extra assistance overnight downtown on 1/31 to protect ice sculptures if possible.

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 (will provide)
 Cones and Barricade Request Form (if applicable)
 Submitted liquor license application (if applicable)

INDEMNIFICATION AGREEMENT

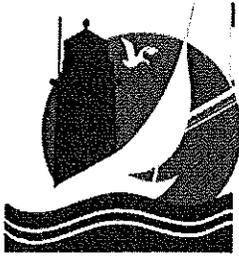
The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising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


Applicants Signature

9-9-14
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.



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

Cones and Barricades Request Form

Requester's Name South Haven Area Chamber of Commerce

Date Requested 9/9/14

Organization/Committee Staff

Mailing Address 606 Phillips St.
South Haven, MI 49090

Office/Main Phone 637-5171

Cell Phone 214-6178

EVENT: Ice Breaker Festival **DATE of**
EVENT: 1/30-2/1/15

CONES	Quantity	Who will pick up cones <i>(Please Print Legibly)</i>	Cell Phone	Pick Up Date/Time	Return Date/Time
	75	Please drop off at Wolverine Hardware.	214-6178	1/30/15 11:00 AM PM	2/2/15 7:00 AM PM

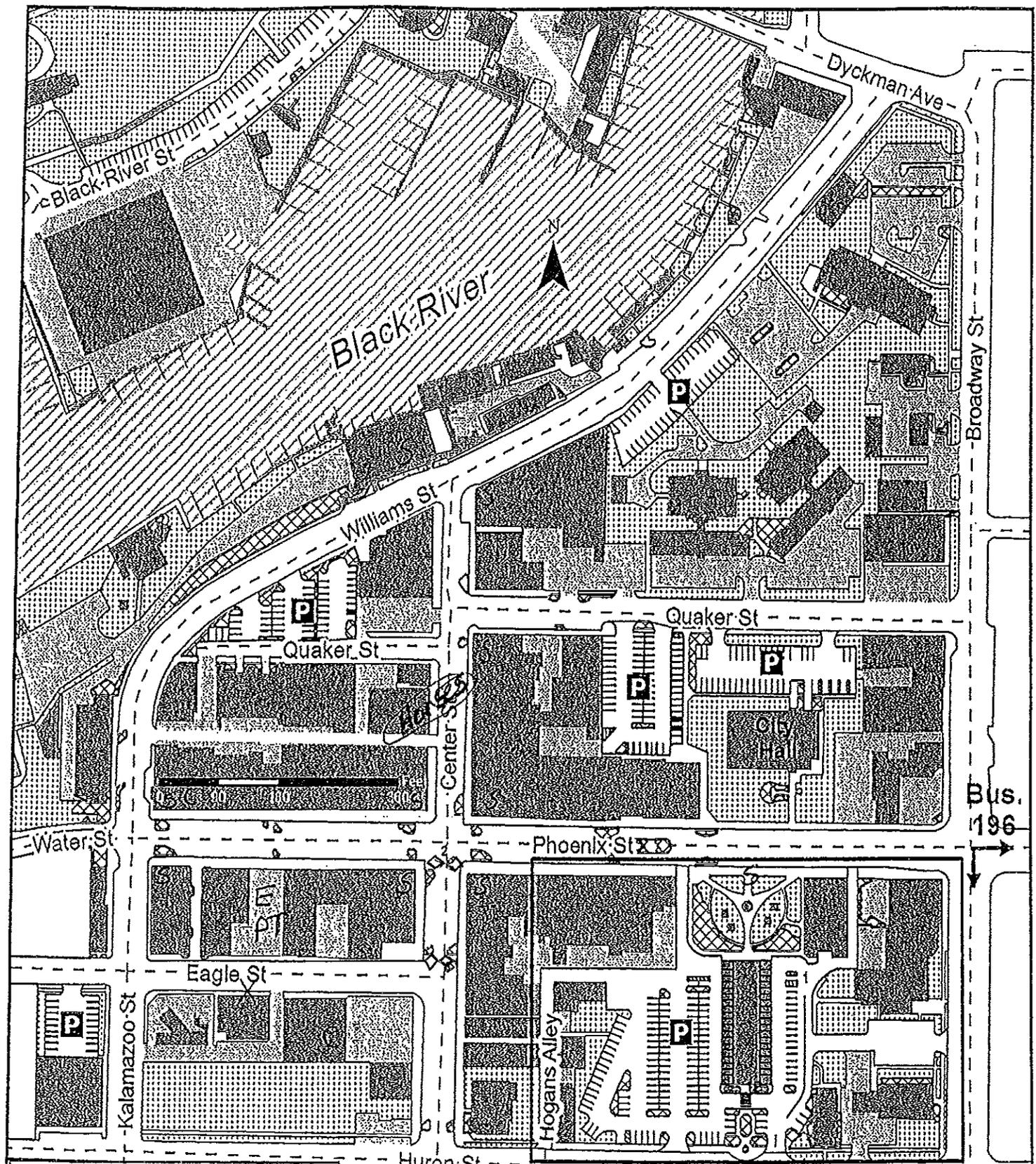
Please note: Street cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

BARRICADES	Quantity	Drop Off Location <i>(Please Print Legibly)</i>	Contact Person	Drop Off Date/Time	Pick Up Date/Time
			Cell Phone		
6	Corner of Eagle & Center	Kathy	214-6178	1/30/15 11:00 AM PM	2/2/15 7:00 AM PM

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

Borrower's
Signature: Kathy T. Waga

Authorized
by: _____



Place symbols on map where needed and write quantity needed on lines.

- △ Cones: 150
- Barrels:
- ◇ Barricades: 10
- D Dumpsters: X = sand which
- P Porta-Potties: board

Legend

● Lamp Post	▨ Grass
P Free Parking	▩ Landscaped
■ Structure	▤ Pvt Parking
■ Dock	▨ River

See page 1 & 18 for Dyckman Park / Huron St. Parking Lot & Pavillion Special Event Area diagram.



FOR IMMEDIATE RELEASE

Cool South Haven Heats up for Ice Breaker 2015

South Haven, MI – September 9, 2014 - Now in its 22nd year, Ice Breaker Festival (January 30th - February 1st, 2015) promises winter fun for the whole family. West Michigan's predominant and growing winter festival is showcasing dazzling ice sculptures, Chili Cook-off, Pub Slide, outdoor ice skating, horse drawn wagon rides, s'mores roasting, snowball throwing competition and many more exciting activities throughout downtown South Haven.



The not-to-be-missed highlight of this annual event is the sculpting of more than 50 blocks of ice, weighing 300-600 pounds each, into incredible works of frozen art. The Ice Sculpting competition has three divisions - professional, amateur and student. Take a stroll around downtown to see all of the "cool" designs! While admiring all the amazing ice displays, be sure to enjoy the Pub Slide, with food, drink, and entertainment specials offered at participating bars and restaurants all weekend long.

The streets of South Haven will be blazing on Saturday, January 31st as the Boy Scouts "Heat the Streets", offering three fire pits open for s'more roasting! Also on Saturday, the Professional Chili Cook-Off provides downtown South Haven restaurants & bars the opportunity to vie for the coveted "Con Carne Trophy". Visitors will be tempted with delicious chili creations from over 20 participants, and votes will decide whose chili will win the trophy! Trophies for the Chili Cook-off and Ice Carving competition will be awarded during the Champions of Ice Awards Reception on Saturday evening.

Enjoy horse-drawn wagon rides throughout town, or take the family ice skating at the rink in downtown South Haven. There will also be a great variety of family-fun activities throughout the weekend including a snowball throwing competition, curling lessons, and much more. Proceeds from Ice Breaker Fest help many local non-profit organizations to generate needed revenue to support local programming. Organizations that hold annual fundraising efforts during Ice Breaker Festival include Harborfest, National Blueberry Festival, Boy Scouts and many others.

Make your plans now to spend the weekend in beautiful South Haven during Ice Breaker 2015, January 30th through February 1st. For more information contact the South Haven Area Chamber of Commerce at 269.637.5171, e-mail events@southhavenmi.com, visit us on the web at www.southhavenmi.com, or like us on Facebook.

Contact: Susan Diepen
South Haven Area Chamber of Commerce
606 Phillips Street, South Haven, MI 49090
Phone: 269-637-5171
Email: events@southhavenmi.com
Web: www.southhavenmi.com

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Memo

To: Brian Dissette
City Manager

From: Jeannine Blair
Special Events Coordinator

Date: September 11, 2014

Re: Blueberry Festival Craft Fair
2014-50

The special event request for the Blueberry Festival Craft Fair is ready for City Council approval. As in past years the Blueberry Festival Craft Fair is being run by the South Haven Area Chamber of Commerce. This event is scheduled for August 8-9, 2015. Their requests appear to be in order and consistent with past requests. Including overnight police patrol on both Friday and Saturday nights.

The Blueberry Festival Craft Fair has both arts and crafts with 150 vendor booths. Event will include food and beverage vendors. This event will also provide free space for no-profit organizations to display information, and for the Boy Scouts to sell bottled water. Overnight security and portable restrooms will be provided by Chamber. Set up times will begin at 12pm Friday. Clean-up will last until 7pm Sunday.

Proof of insurance will be provided closer to the event.

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2014-50

Date Received 9/10/14

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.

KH
Initial

9-10-14
Date

CONTACT INFORMATION

Event Title: 30th Annual Blueberry Festival Craft Fair

Sponsoring Organization: South Haven Area Chamber of Commerce

Applicants Name: Kathy Wagaman, Executive Director

Telephone #: 269-637-5171 Phone # During Event: 269-214-6178

E-mail Address: director@southhavenmi.com

Other contacts for/during event

Name: Susan Diepen Telephone: 269-906-0722

Name: Krissy Garland Telephone: 269-208-2774

EVENT SPECIFIC INFORMATION

Event Location: Stanley Johnston Park

Date(s) Requested: August 8-9, 2015 Alternative Date(s): _____

Start Time: 10am Saturday End Time: 4pm Sunday

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

Number of people expected to attend: 15,000

EVENT DESCRIPTION

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

A juried arts and crafts fair with 150 vendor booths. Event will include food and beverage vendors. This event will also provide free space for non-profit organizations to display information, and for the Boy Scouts to sell bottled water. Overnight security and portable restrooms will be provided by Chamber. Set up times will begin at 12pm Friday, clean up will last until 7pm Sunday.

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 Fencing along Dyckman Ave. right of way beginning at Maritime Museum and ending at Park St.

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? 7
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: Kathy Wagaman Telephone: 269-637-5171

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: Existing infrastructure water & electrical available
at Stanley Johnston Park; please equip hydrants with hose connections
for access during this event.

If electric utilities requested, name of festival person or electrician who will be responsible:
 Name: Shane Draper Telephone: 386-237-1799

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: An increase of overnight police patrols on Friday and
Saturday nights (August 7-8).

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

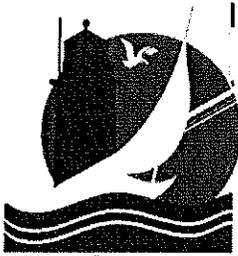


Applicants Signature

9-10-14
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.



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

Cones and Barricades Request Form

Requester's Name Kathy Wagaman

Date Requested September 10, 2015

Organization/Committee South Haven Area Chamber of Commerce

Mailing Address 606 Phillips St.
South Haven, MI 49090

Office/Main Phone 269-637-5171

Cell Phone 269-214-6178

EVENT: Blueberry Festival Craft Fair **DATE of**
EVENT: August 8-9, 2015

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

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

BARRICADES	Quantity	Drop Off Location (Please Print Legibly)	Contact Person	Drop Off Date/Time	Pick Up Date/Time
			Cell Phone		
		Along Dyckman Ave from corner of Blk River St to Park St	Kathy Wagaman 214-6178	Thurs PM AM PM	Monday AM PM

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

Borrower's Signature: Kathy Waga

Authorized by: _____

Place symbols on map where needed and write quantity needed on lines.

Cones: _____

Barricades: Xencing along

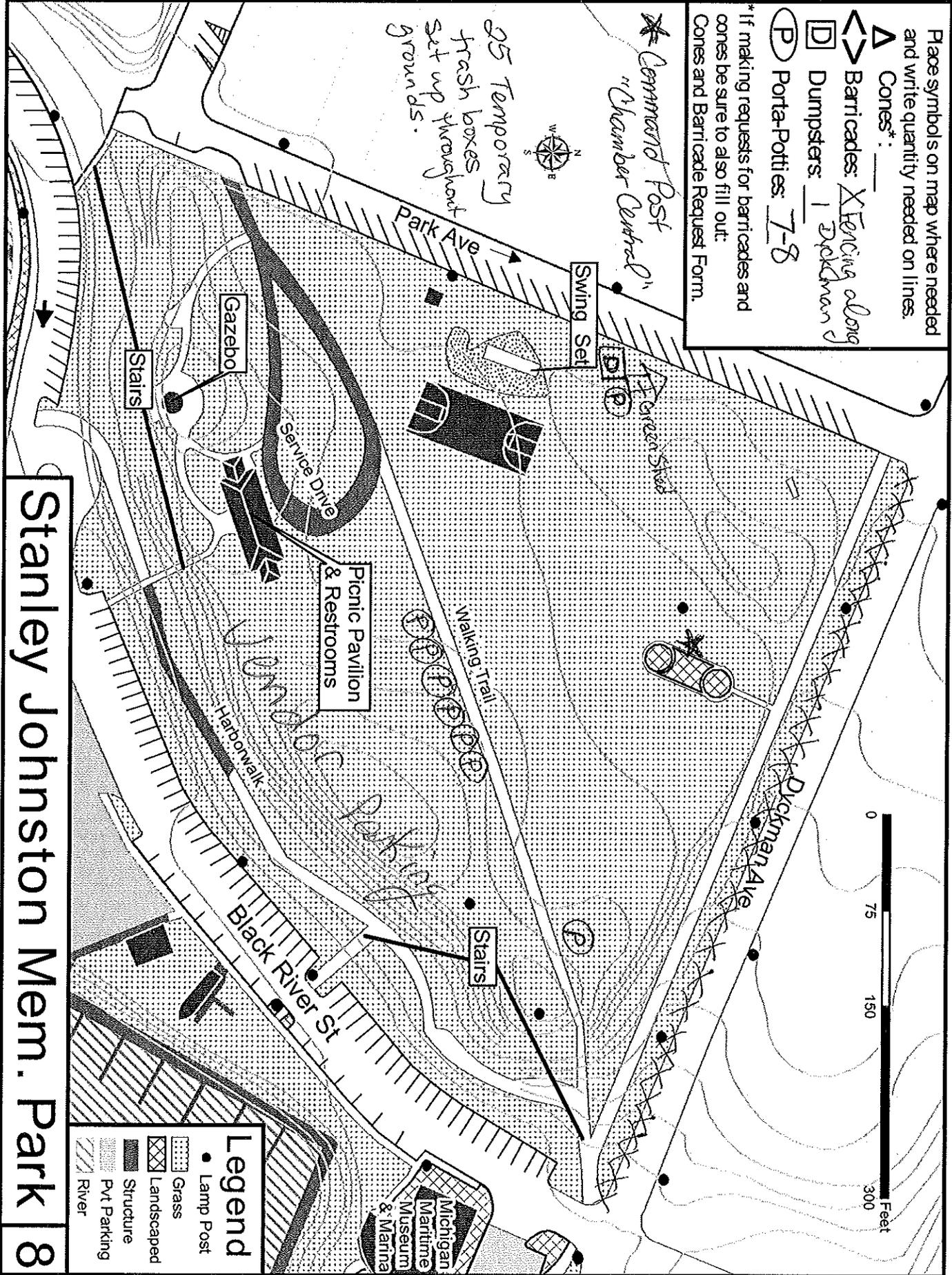
Dumpsters: 1 *updown*

Porta-Potties: 7-8

*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.

Command Post
"Chamber Central"

95 Temporary trash boxes set up throughout grounds.



Stanley Johnston Mem. Park 8

Legend

- Lamp Post
- ▨ Grass
- ▨ Landscaped
- ▨ Structure
- ▨ Pvt Parking
- ▨ River

Memo

To: Brian Dissette
City Manager

From: Jeannine Blair
Special Events Coordinator

Date: September 11, 2014

Re: All Crafts Fair
2014-51

This special event request is ready for City Council's approval. The 39th Annual All Crafts Fair event is scheduled for September 5-6, 2015. It is the same as it has been in the previous years. They are requesting snow fencing to be placed as it has in the previous years. They are also requesting additional police patrols over night of September 4th and 5th.

This event is a juried arts and crafts fair with 200 vendor booths. This event will include food and beverage vendors. It will also provide free space for non-profit organizations to display information, and for the Boy Scouts to sell bottled water. Overnight security and portable restrooms will be provided by Chamber. Set up times will begin at 12 pm Friday. Clean-up will last until 7 pm Sunday.

Proof on insurance will be provided when we get closer to the event.

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2014-51

Date Received 9/10/14

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.

[Signature]
Initial

9-10-14
Date

CONTACT INFORMATION

Event Title: 39th Annual All Crafts Fair

Sponsoring Organization: South Haven Area Chamber of Commerce

Applicants Name: Kathy Wagaman, Executive Director

Telephone #: 269-637-5171 Phone # During Event: 269-214-6178

E-mail Address: director@southhavenmi.com

Other contacts for/during event

Name: Susan Diepen Telephone: 269-906-0722

Name: Krissy Garland Telephone: 269-208-2774

EVENT SPECIFIC INFORMATION

Event Location: Stanley Johnston Park

Date(s) Requested: Sept 5-6, 2015 Alternative Date(s): _____

Start Time: 10am Saturday End Time: 4pm Sunday

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

Number of people expected to attend: 15,000

EVENT DESCRIPTION

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

A juried arts and crafts fair with 200 vendor booths. Event will include food and beverage vendors. This event will also provide free space for non-profit organizations to display information, and for the Boy Scouts to sell bottled water. Overnight security and portable restrooms will be provided by Chamber. Set up times will begin at 12pm Friday, clean up will last until 7pm Sunday.

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 Fencing along Dyckman Ave. right of way beginning at Maritime Museum and ending at Park St.

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? 7
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: Kathy Wagaman Telephone: 269-637-5171

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: Existing infrastructure water & electrical available
at Stanley Johnston Park; please equip hydrants with hose connections
for access during this event.

If electric utilities requested, name of festival person or electrician who will be responsible:
 Name: Shane Draper Telephone: 386-237-1799

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: An increase of overnight police patrols on Friday and
Saturday nights (September 4-5).

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

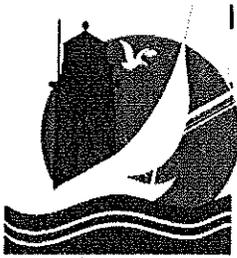
The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising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


Applicants Signature

9-10-14
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.



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

Cones and Barricades Request Form

Requester's Name Kathy Wagaman

Date Requested September 10, 2014

Organization/Committee South Haven Area Chamber of Commerce

Mailing Address 606 Phillips St.
South Haven, MI 49090

Office/Main Phone 269-637-5171

Cell Phone 269-214-6178

EVENT: All Crafts Fair **DATE of**
EVENT: Sept 5-6, 2015

CONES	Quantity	Who will pick up cones <i>(Please Print Legibly)</i>	Cell Phone	Pick Up Date/Time	Return Date/Time
					AM PM

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

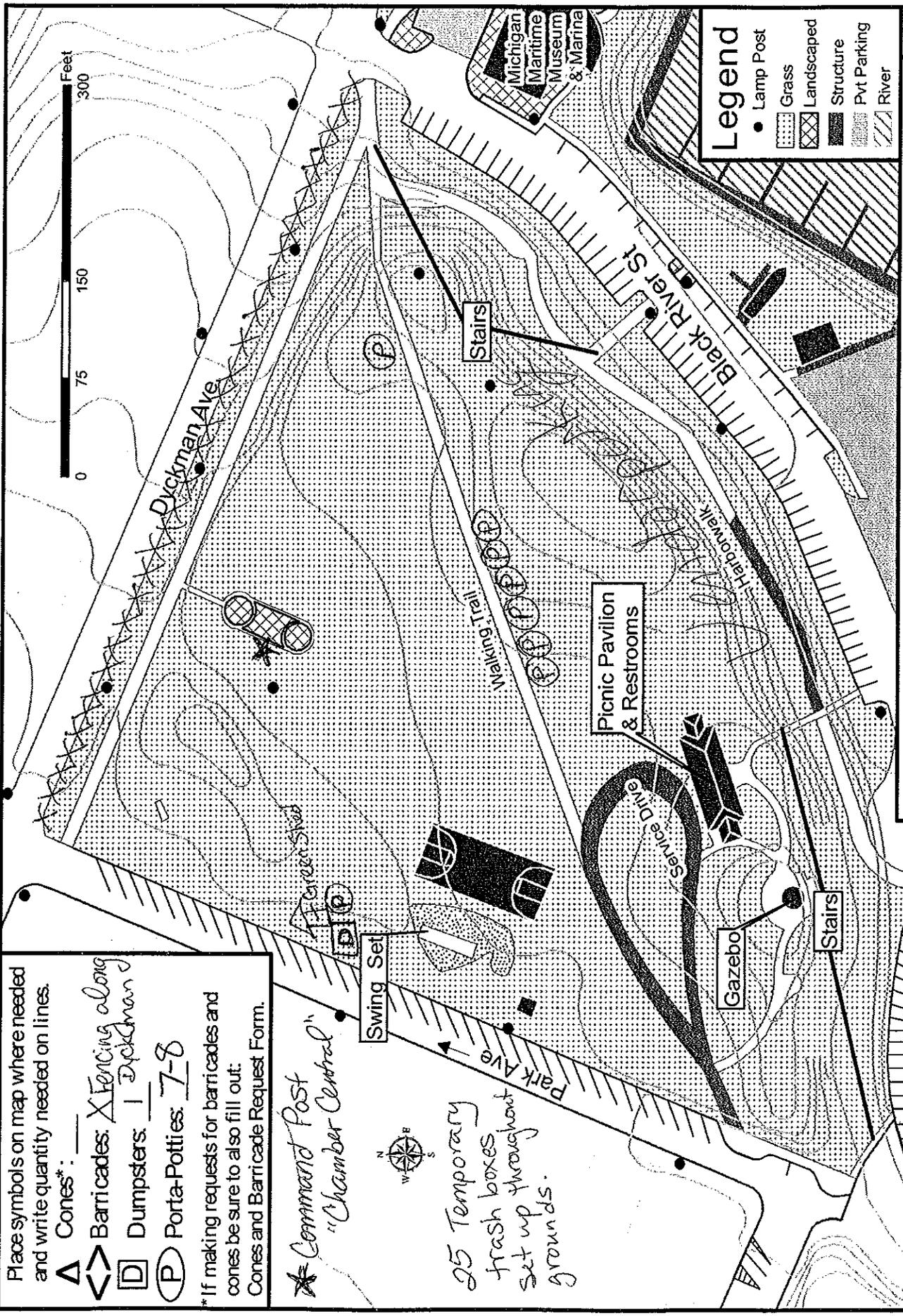
BARRICADES	Quantity	Drop Off Location <i>(Please Print Legibly)</i>	Contact Person	Drop Off Date/Time	Pick Up Date/Time
			Cell Phone		
		Along Dyckman Ave from corner of Black River St to Park St	Kathy Wagaman 214-6178	Thurs PM AM PM	Monday AM PM

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

Borrower's
Signature: *Kathy Wagaman*

Authorized
by: _____

Stanley Johnston Mem. Park 8



Place symbols on map where needed and write quantity needed on lines.

▲ Cones: _____
 <> Barricades: X Fencing along _____
 □ Dumpsters: 1 Dickman Ave
 ○ Porta-Potties: 7-8

* If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.

★ Command Post
 "Chamber Central"

25 Temporary trash boxes set up throughout grounds.

Legend

- Lamp Post
- ▨ Grass
- ▩ Landscaped
- Structure
- ▧ Pvt Parking
- ▬ River

Memo

To: Brian Dissette
City Manager

From: Jeannine Blair
Special Events Coordinator

Date: September 11th, 2014

Re: Waterfront film Festival 2015
2014-52

For the third year the Waterfront Film Festival will be located in South Haven. The event will run from Thursday, June 11th – Sunday, June 14th. The event will kick off on Thursday, June 11th at South Beach with an outdoor opening night. The event is similar to last year's setup. They are requesting to close off the South Beach parking lot on Thursday morning for set up with the event beginning at 6:00 pm. Clean -up will occur that night following the event. The film festival has agreed to pay the city \$7.00 for each space used at South Beach during this event. City staff will work with the festival to fence off and barricade this area. The event will continue throughout the weekend at indoor venues.

They have requested approval to place yard signs and banners 30 days prior to event and also for use of mules /carts throughout town for all 4 days of the festival. They are also seeking approval of a second location to be used in the case of rain for their opening night music and movie fundraiser to be held on June 11, 2015. The intended rain location is the Huron Street Pavilion.

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

Proof of insurance will be provided closer to the event.

CITY OF SOUTH HAVEN

Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2014-52
Date Received 8/21/14

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.

DDP
Initial

8/27/14
Date

CONTACT INFORMATION

Event Title: Waterfront Film Festival and Opening Night

Sponsoring Organization: Waterfront Festival

Applicants Name: Dori DeFree

Telephone #: 616-836-3702 Phone # During Event: 616-836-3702

E-mail Address: dori@waterfrontfilm.org

Other contacts for/during event

Name: Lara LaShell Telephone: 269-650-1694

Name: Derek Minter Telephone: 616-836-8222

EVENT SPECIFIC INFORMATION

Event Location: Various locations throughout South Haven and South Beach ^(6/11-5/14) ^(6/11)

Date(s) Requested: June 11-14, 2015 Alternative Date(s): _____

Start Time: 8am End Time: 12:30am

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

Number of people expected to attend: _____

EVENT DESCRIPTION

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

Waterfront Film Festival and a music and movie fundraiser on opening night. (6/11)

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? 7
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: Darin DePree Telephone: 616-836-3702

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 know they are an approved vendor.

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

Name: _____ Telephone: _____

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

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

ADDITIONAL EVENT INFORMATION

Liquor License

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

City of South Haven Liquor License Application
Michigan Liquor Control Commission Website

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

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

Live music and movie screening on South Beach

Date: June 11, 2015 Time: 6:00 pm - 12:30 am

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. Requesting approval for street banners in both locations and approval to place yard signs and banners 30 days prior to event on 5/11.

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.

Request approval for use of moles (cuts) throughout town for all 4 days of festival.

CITY SERVICES

Are you requesting any utility services to be provided: Yes No

If yes, explain: Electric

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

Name: Dave Prins Telephone: 616-836-3206

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: Peace Officers Only

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

Will provide once obtained

REMINDERS

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

- Map(s)
 Proof of Insurance Certification *will submit when get closer to the event*
 Cones and Barricade Request Form (if applicable)
 Submitted liquor license application (if applicable) *will submit when closer to the event*

INDEMNIFICATION AGREEMENT

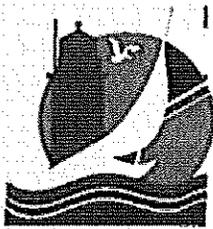
The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising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


Applicants Signature

8/21/14
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.



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

Cones and Barricades Request Form

Requester's Name Waterfront Film Festival
 Date Requested June 11, 2015
 Organization/Committee Waterfront Film Festival Opening Night
 Mailing Address P.O. Box 904
South Haven, MI 49090
 Office/Main Phone 269-767-8765
 Cell Phone _____

EVENT: Waterfront Film Festival Opening Night DATE of EVENT: 6/11/2015

CONES	Quantity	Who will pick up cones <i>(Please Print Legibly)</i>	Cell Phone	Pick Up Date/Time	Return Date/Time
	30	Drop off with Barricades and fencing			AM PM

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

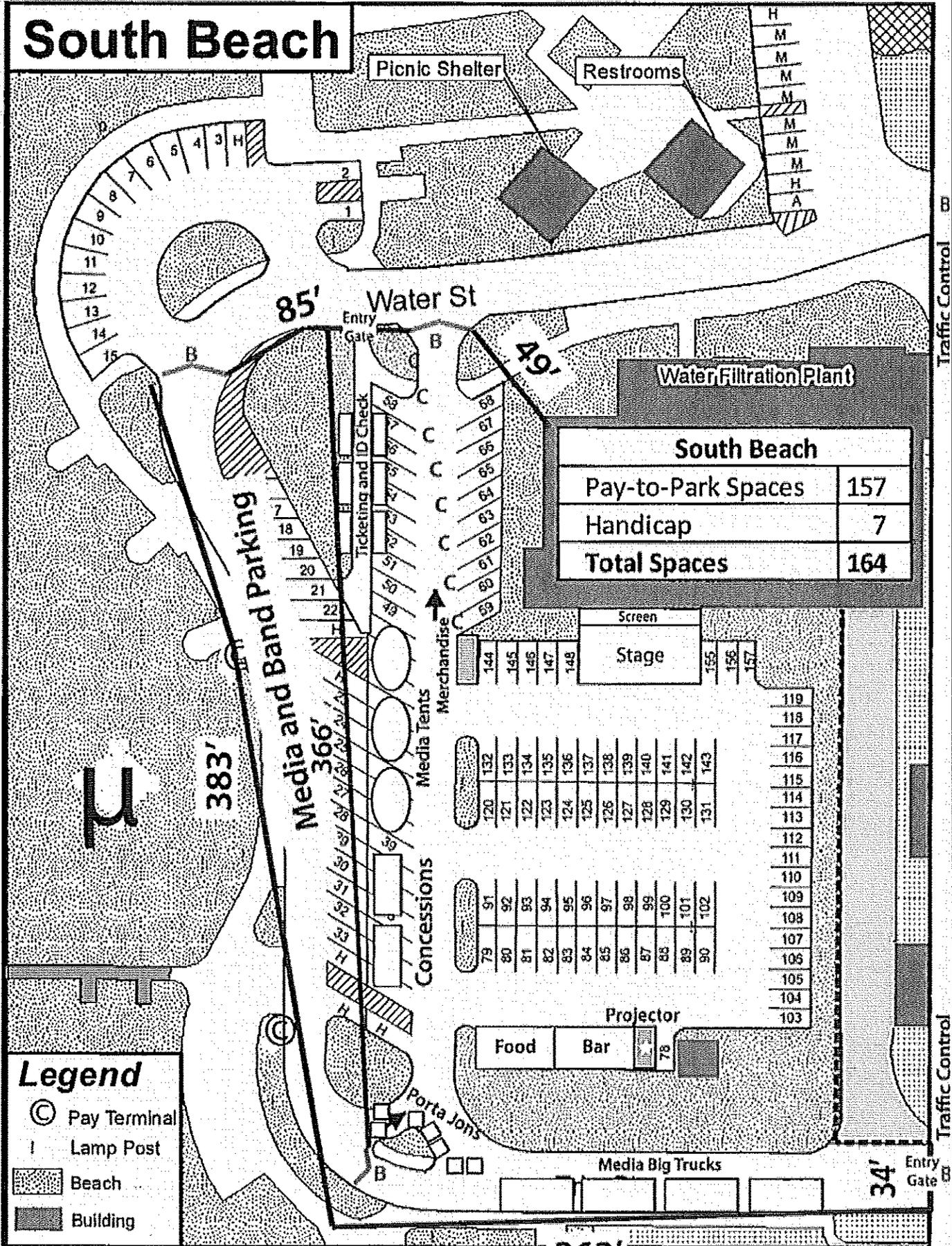
BARRICADES and fencing	Quantity	Drop Off Location <i>(Please Print Legibly)</i>	Contact Person Cell Phone	Drop Off Date/Time	Pick Up Date/Time
	10	South Beach		6/11/15 8:00 AM PM	6/12/15 12:30 AM PM

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

Borrower's
Signature: 

Authorized
by: _____

South Beach



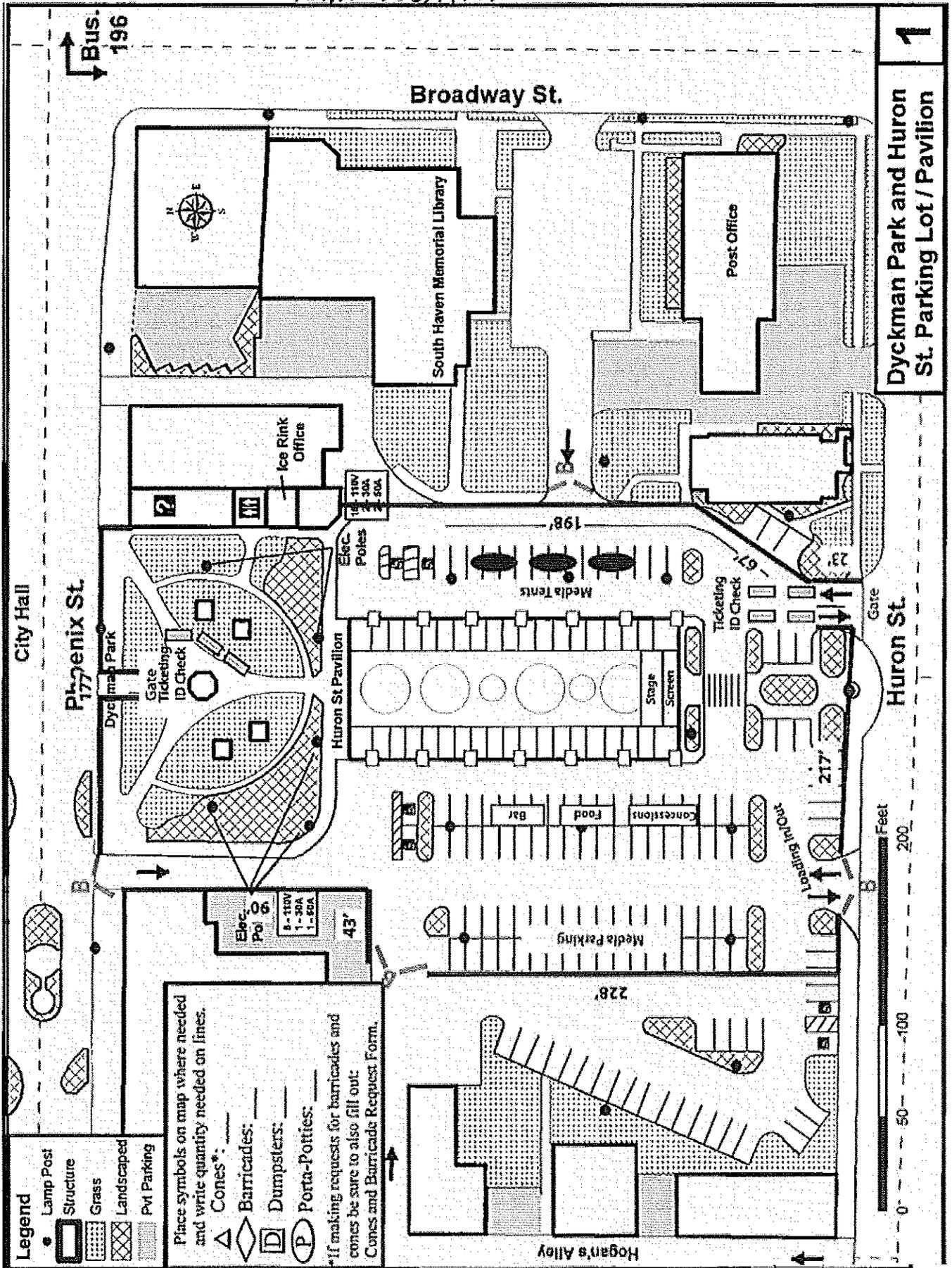
South Beach	
Pay-to-Park Spaces	157
Handicap	7
Total Spaces	164

- Legend**
- ⊙ Pay Terminal
 - | Lamp Post
 - ▨ Beach
 - Building

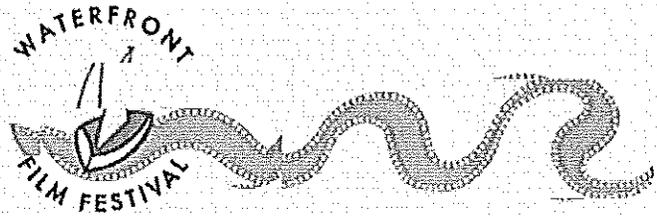
B = Barricades C = Concessions F = Fences

262' Approx. 383' x 262'

RAIN LOCATION



www.waterfrontfilm.org
tel 269.767.8765
PO Box 904
South Haven, Michigan 49090



Good Day,

The Waterfront Film Festival is seeking approval of a second location to be used in the case of rain for our Opening Night music and movie fundraiser to be held on June 11, 2015. The intended rain location is the Huron Street Pavilion. All other details will stay the same as indicated on the original application. Enclosed is the designated map.

Thank you for your time.

A handwritten signature in cursive script, appearing to read "Dori DePree".

-Dori DePree
269.767.8765

Memo

To: Brian Dissette
City Manager

From: Jeannine Blair
Special Events Coordinator

Date: September 24, 2014

Re: Paws on Parade 2015
2014-53

Paws on Parade is a special event with Al-Van Humane Society as the sponsoring organization. This event is an adoption fair that has informational booths, demonstrations and a pet parade. This event is typically held at Stanley Johnston Park but this time they would like to have it at Riverfront Park. The dates of this event will be Sunday June 28, 2015 from 8 am to 3 pm.

Proof of Insurance has been received.

FOR OFFICE USE ONLY	
Special Event #	<u>2014-53</u>
Date Received	<u>9/12/14</u>

CITY OF SOUTH HAVEN

Special Events & Festivals Application

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

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

A new application must be submitted each year.

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

LMG _____ September 11, 2014
 Initial _____ Date _____

CONTACT INFORMATION

Event Title: Paws on Parade
 Sponsoring Organization: AL-Van Humane Society
 Applicants Name: Lisa Galdikas
 Telephone #: 637-5062 Phone # During Event: 630-632-3596
 E-mail Address: lisagaldikas@gmail.com

Other contacts for/during event

Name: Tim Kotas Telephone: 630-842-0933
 Name: Cathy Novak Telephone: 269-214-6485

EVENT SPECIFIC INFORMATION

Event Location: Riverfront Park East and West
 Date(s) Requested: Sunday June 28, 2015 Alternative Date(s): _____
 Start Time: 8:00am End Time: 3:00pm

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

Number of people expected to attend: 100

EVENT DESCRIPTION

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

Adoption Fair, Informational booths, demonstrations, pet parade

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 N/A

- 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: Cathy Novak Telephone: 269-214-6485

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: Suzanne Nagel Telephone: 269-767-7359

Live animal sites. Mark location on maps and describe: Al-Van Humane Society and other shelter adoptable dogs and cats

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: electric and water

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

Name: Tim Kotas Telephone: 630-842-0933

Will vendors be using electric utilities: Yes No

If yes, the city's Electrical Inspector will be making inspections of all vendors using electric during events. A charge of \$10.00 per vendor will be billed to the Sponsoring Organization (NOT the vendor) following the event.

Will you require additional police services: Yes No

If yes, explain: _____

Will you require additional fire/ambulance services: Yes No

If yes, explain: _____

Additional fire information: Mark all that apply

- Tents Concessions Exits Compressed Gases
- Extinguishers Electrical Exposed Flames
- Other: canopies for shade

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

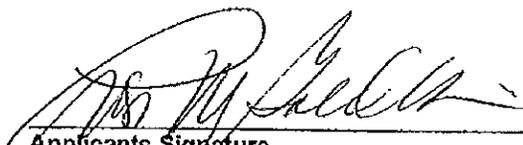
REMINDERS

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



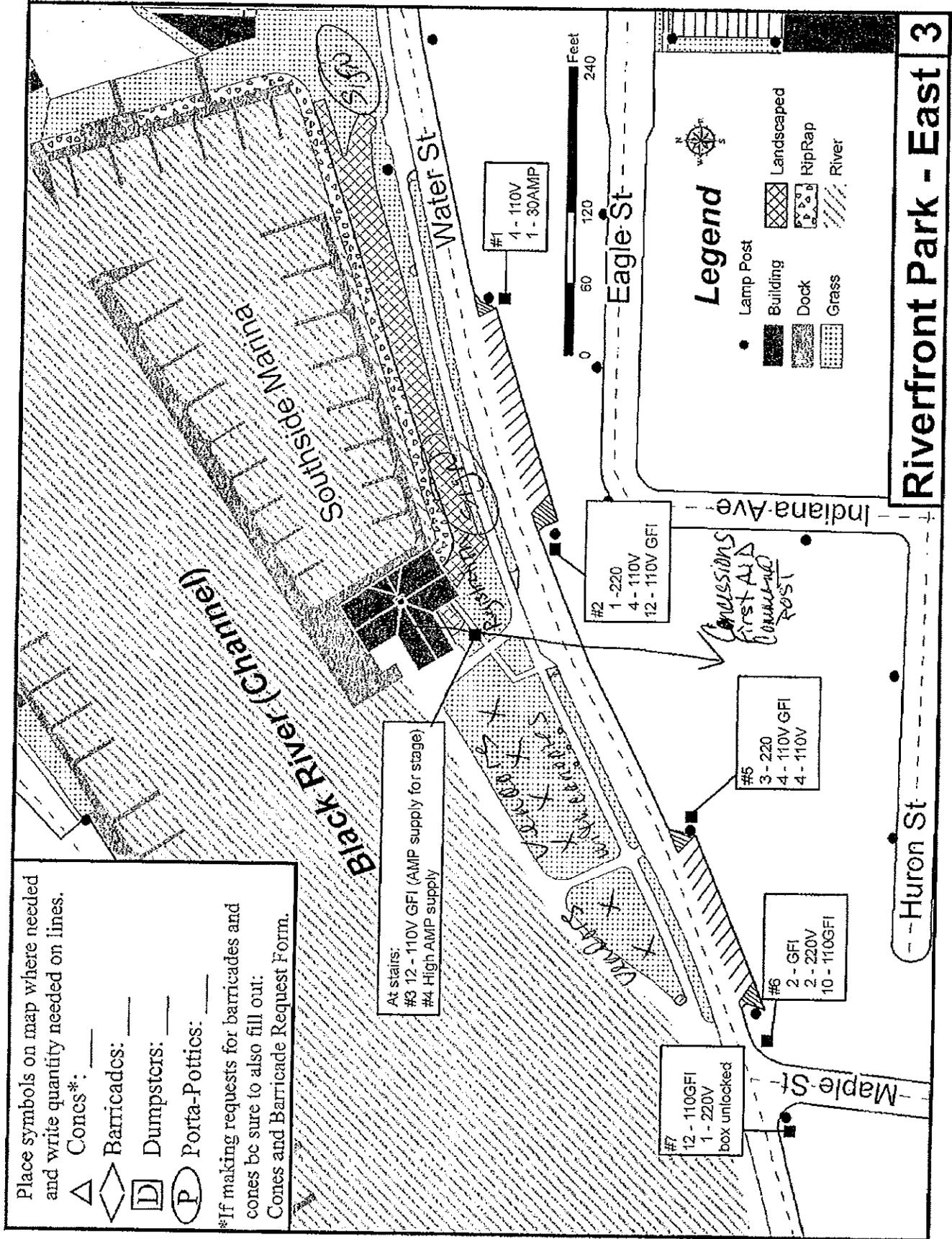
 Applicants Signature

9/11/14

 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.



Riverfront Park - East 3

Place symbols on map where needed and write quantity needed on lines.

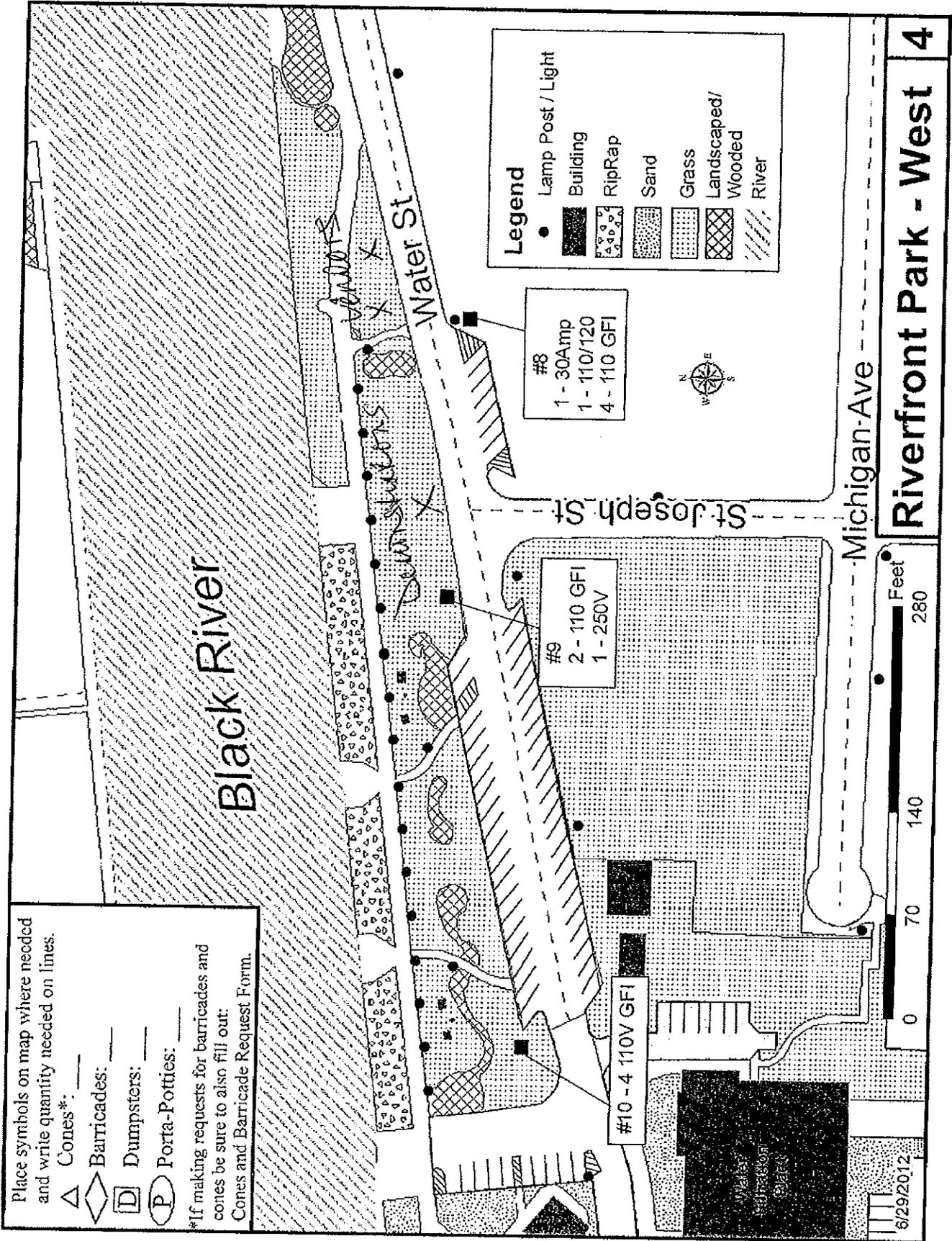
Cones*: _____

Barricades: _____

Dumpsters: _____

Porta-Potties: _____

*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.





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

Cones and Barricades Request Form

Requester's Name Lisa Galdikas

Date Requested Sunday June 28, 2015

Organization/Committee Al-Van Humane Society

Mailing Address P O Box 421
South Haven, MI 49090

Office/Main Phone 269-637-5062

Cell Phone 630-632-3596

EVENT: Paws on Parade

DATE of
 EVENT: 6/28/15

CONES	Quantity	Who will pick up cones <i>(Please Print Legibly)</i>	Cell Phone	Pick Up Date/Time	Return Date/Time
	25	Lisa Galdikas	630-632-3596	6/26/15 2 AM 2 PM	6/29/15 9 AM PM

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

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

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

Borrower's
 Signature: _____

Authorized
 by: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2014

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

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

PRODUCER South Haven Insurance Services 613 Huron St. PO Box 469 South Haven MI 49090	CONTACT NAME: Jon Dorow PHONE (A/C No. Ext): (269) 637-2105 FAX (A/C No.): (269) 637-5622 E-MAIL ADDRESS: sohavenins@btc-bci.com														
INSURED Al Van Humane Society 73303 8th Avenue see mail address South Haven MI 49090	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Home Owners Insurance Company</td> <td>26638</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Home Owners Insurance Company	26638	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Home Owners Insurance Company	26638														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL12112100541 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		16030959	5/8/2014 5/8/2015	5/8/2015 5/8/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> H RED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of South Haven named as an Additional Insured on this policy with respect to General Liability for Paws on Parade 6/28/2015

CERTIFICATE HOLDER (269) 637-4778 City of South Haven Parks and Recreation Supervisor 1199 8th Ave South Haven, MI 49090	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

September 17, 2014

TO: Brian Dissette

FR: Paul VandenBosch

RE: 2015 Marina Rates

Attached are proposed marina rates effective starting in the 2015 season.

There are no changes proposed to the seasonal slip fees or boat launch fees.

Changes from the 2014 season:

Transient fees have been increased by 10% on Friday and Saturday nights from July 1 to September 1.

The marina manager may allow short term dockage of vessels for a period of less than eight hours when dock space is available at a fee of \$0.50 per foot.

The rate resolution refers to the Commercial Use Policy.

Harbor Commission recommended approval of the marina rate resolution at its September meeting.

Staff is requesting City Council approval of the resolution setting marina rates.

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-42

A RESOLUTION SETTING THE SEASONAL
AND TRANSIENT SLIP RATES AT SOUTH HAVEN MUNICIPAL MARINAS

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 October 6, 2014 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the Michigan State Waterways Commission establishes recommended fees for both transient and seasonal moorings for state governing Municipal Marinas; and

WHEREAS, the local units of government must maintain rate structures at or above for transient and seasonal rates in compliance with terms and conditions of previously executed grant-in-aid contracts for state grant assistance in facility development; and

WHEREAS, the Harbor Commission has reviewed and recommends the following rates; and

WHEREAS, the City Council concurs with the recommendations as forwarded to the Council by the Harbor Commission.

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

NOW, THEREFORE, BE IT RESOLVED that the South Haven Municipal Marina and Boat Launch Rates for 2015 be set as follows:

Seasonal Dock Rates

The following seasonal dock rates will be in effect at the City operated facilities:

<u>Slip #'s</u>	<u>Slip Size in Ft.</u>	<u>Amount</u>
Northside Marina		
41-52, 65-68	30	\$2,915
57 thru 64	35	\$3,395
88-96	38	\$3,725
1 thru 10	40	\$3,950
53-56	45	\$4,390
11-40, 83-87	50	\$4,925
69 thru 82	60	\$5,790

Museum Marina		
1 thru 30	40	\$3,795
Black River Park		
1 thru 20	24	\$1,655
21 thru 62	30	\$1,870
Boats greater than the rate assigned will be charged per additional foot		\$115
Reservation Fee		\$5.00
Black River Park Seasonal Launch Pass		\$100
Age 65 and over Seasonal Launch Pass		\$75
Black River Park 10 Launch Tokens		\$50
Black River Park Daily Launch		\$7

The following discounts may be applied to seasonal boater fees, subject to approval of the marina manager:

A first year discount of \$500 may be offered to new seasonal boaters.

Shallow draft slips or unused slips may be rented for use of dinghies and small boats at \$1,000 per dinghy/boat per season.

If, after the deadline for payment for the season, there appears to be a lack of boats to fill longer slips, the marina manager may rent slips to shorter boats at a rate equal to the boat length plus one half the difference of the slip length and boat length.

The marina manager may request in writing from the city manager special rates to improve occupancy. The marina manager may apply those rates after receiving written approval from the city manager.

Transient Slip Fees

Transient slip fees at the North Side Marina, South Side Marina and Museum Marina are the current year rates approved by the Michigan State Waterways Commission, Column D.

Transient slip fees at the Black River Park Marina are the current year rates approved by the Michigan State Waterways Commission, Column C.

During the period from July 1 to September 1, transient slip fees are increased by 10% for Friday and Saturday overnights.

Transient Discount Rates

The following discounts may be applied to transient boater fees, subject to approval of the marina manager:

- a. Pre-Memorial Day and Post-Labor Day Special, stay 4 nights get 3 nights free.
- b. After July 15, a Remainder of Season discount will be made available. A seasonal slip may be rented for the remainder of the season, with the fee calculated as the number of days remaining until October 15 times the minimum Waterways Transient rate (column 1) for the length of boat.

Short Term Docking

The marina manager is authorized to allow short term dockage of vessels for a period of less than eight hours when dock area is available. The short term dockage rate is \$0.50 per foot.

Marina and Boat Launch Facility Commercial Use

Commercial use of marinas and Black River Park Boat Launch is subject to the City of South Haven Marina and Boat Launch Facility Commercial Use Policy, as approved by South Haven City Council.

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 Burr, Mayor

Amanda Morgan, City Clerk

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2014-19

A RESOLUTION TO ESTABLISH A POLICY ON COMMERCIAL USES AT
MUNICIPAL MARINAS AND BOAT LAUNCH FACILITIES

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 May 5, 2014 at 7:00 p.m. local time.

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

ABSENT: None

The following preamble and resolution was offered by Member Fitzgibbon and supported by Member Patterson.

WHEREAS, the Council desires to establish rules and regulations for the commercial use of the Southside Marina, Northside Marina, Maritime Marina, Black River Park Marina, and Black River Park Boat Launch facilities.

THEREFORE, BE IT RESOLVED, that the City of South Haven City Council adopts a Marina and Boat Launch Facility Commercial Use Policy set forth in Attachment A.

RECORD OF VOTE:

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

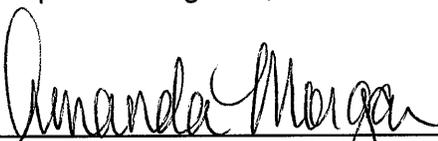
Nays: None

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 5th day of May 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

Marina and Boat Launch Facility Commercial Use Policy

1. Purpose. This Policy governs the application process for persons or entities wishing to establish commercial operations at the South Side Marina, North Side Marina, Maritime Marina, Black River Park Marina, and Black River Boat Launch facilities.
2. Application. The person or entity wishing to establish a commercial operation at a facility (the "Applicant") shall submit a written letter of request to the City Manager with the following information:
 - A. The Applicant's name, mailing address, and telephone number. Where the Applicant is a partnership, corporation or other association, this information shall be provided for all partners, officers and directors, or members.
 - B. A statement regarding the type of commercial operation the Applicant wishes to operate. The statement shall identify the space within the facilities (including, if applicable, specific boat slips) that the Applicant wishes to use in the operation.
 - C. Proposed hours of operation, and, if applicable, an approximate schedule of the departure and arrival of boats to be used as part of the commercial operation.
3. Preliminary Approval. The City Manager will review the application and grant preliminary approval upon determining that: (a) the requested space or comparable space is available and has not been requested in a pending application; (b) the requested facility has additional capacity for commercial uses; (c) the proposed operation will not interfere with adjacent use by other customers, produce noise, noxious smells or be otherwise offensive; (d) the proposed operation is not prohibited by the facility regulations in Section 5 of this Policy; (e) the use is a lawful use and all appropriate permits and approvals have been granted; and (f) the proposed operation will not unduly interfere with other commercial operations or recreational uses of the facility.
4. License Agreement. If the application receives preliminary approval, the City Attorney will prepare a license agreement with the following components:
 - A. Term – The initial term of each license agreement shall be one year. The City may, at its discretion, grant renewal terms for longer periods for commercial operations that consistently satisfy their license obligations.
 - B. License Fee – Commercial operations in the facilities shall pay an annual license fee in amount consistent with applicable state and federal regulations. The license fee shall be determined based on the nature and character of the occupied space. For a commercial operation that operates exclusively from a boat slip, the license fee shall generally be double the amount charged for seasonal use of the slip by a recreational boater. However, the City Council may determine from time to time that a particular facility has excess commercial capacity, and, in such situations, the City reserves the right to adjust fees accordingly.
 - C. Insurance Requirements – The applicant shall be required to maintain general commercial liability insurance with minimum liability limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, naming the City as an additional insured.

5. Facility Regulations. The following regulations shall apply within the specified facilities.
 - A. Commercial operations at Black River Park Boat Launch involving the rental of motorized boats and motorized watercraft to customers, for operation by such customers, are prohibited.
 - B. Rental of boats which are under a seasonal recreational marina contract is not permitted. This includes rental of boats as lodging, operation as a charter vessel and person to person boat rentals. Operation of a charter vessel from municipal marinas may be permitted under a license agreement subject to this Commercial Use Policy.
 - C. The Black River Park Marina shall not have more than five commercial operations involving the use of a charter vessel.
 - D. The South Side Marina shall not have more than six commercial operations involving the use of a charter vessel.
 - E. The Maritime Marina may be used by the Michigan Maritime Museum for display of historic and character boats and for special events, subject to City Council approval.
 - F. Special events may use municipal marina facilities subject to approval of the Harbormaster and City Council.
6. License Agreement Approval. The license agreement prepared by the City Attorney is subject to review by the Harbor Commission and approval by the City Council. No commercial use shall take place before the license agreement has been executed by the City and the entity operating the commercial use.

Memorandum:

Date: September 30, 2014

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Phoenix Street Public Hearing

With the Phoenix Street project substantially complete, the engineering department has been working to wrap up any loose ends and close the project file. At this time, only a very small amount of actual construction work remains to be completed at the site, including some miscellaneous electrical work, some minor corrections to some of the brick pavers, and some landscaping items. In addition to these on-site details, there are a few remaining administrative tasks to fulfill the grant reporting and documentation requirements, one of which requires the participation of the City Council.

In order to fulfill the grant requirements, the City Council must conduct a public hearing. The purpose of the hearing is to solicit public comment regarding the project, now that it has been substantially completed. This is a standard requirement of the grant agreement and must be completed before the City can receive final reimbursement. The public hearing has been advertised in the newspaper for the October 6 city council meeting.