

City Council

Regular Meeting Agenda

Monday, November 3, 2014
7:00 p.m., Council Chambers



1. Call to Order

2. Invocation

- Pastor Eric Jarvis – First Assembly of God

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 Regular and Workshop Minutes of October 20, 2014.
- B. Bills totaling \$4,240,957.46 for the period ending November 4, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to award the Substation Maintenance Contract to Electric Power Systems, EPS, in the amount of \$147,468 for five (5) years.
- D. Council will be asked to reimburse Covert Township for electric services at the Covert Township "master meter" and Covert Township water tower, paid to Indiana Michigan Power, in the amount of \$4,369.22.
- E. Council will be asked to consider the following regarding Packard Park:
 - 1) Approve a bench and grill to be installed at Packard Park.
 - 2) Approve the text on the plaque.
- F. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) 08-27-2014 Housing Commission Minutes
 - 2) 09-09-2014 Parks Commission Minutes
 - 3) 09-16-2014 LHBM Minutes
 - 4) 09-29-2014 BPU Minutes

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

NEW BUSINESS

6. Council will be asked to consider the approval of a five (5) year license agreement with SoHa Surf Shop, LLC for the operation of a standup paddleboard and kayak rental service on the city's South Beach, near the blue stairs.
7. Council will be asked to consider a one year agreement with the Greater South Haven Area Chamber of Commerce, for the management and oversight of the city's farmers' market operations.
8. **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.)
9. **City Manager's Comments**
10. **Mayor and Councilperson's Comments**
11. **Adjourn**

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

City Council

Beach Sticker Workshop Minutes

Monday, October 20, 2014
6:00 p.m., Council Chambers



1. **Called to Order at 6:00 pm.**
2. **Committee will discuss the 2015-2017 beach sticker conceptual designs.**

Committee discussed the 2015-2017 beach sticker conceptual designs. Gave opinions and narrowed down the selections.

3. **Adjourn**

Meeting adjourned at 6:32 pm.

RESPECTFULLY SUBMITTED,

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

Michelle Coffey
Deputy City Clerk

Approved by City Council: **Draft**

City Council

Regular Meeting Minutes

Monday, October 20, 2014
7:00 p.m., Council Chambers



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

2. Invocation – Linda Olsen – We Care I.N.C.

3. Roll Call

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

4. Approval of Agenda

Moved by 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 Klavins to approve the Consent Agenda as follows:

- A. Council will be requested to approve the City Council Minutes of October 6, 2014.
- B. Bills totaling \$6,028,114.30 for the period ending October 21, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
 - 1) 08-20-2014 Airport Authority Minutes
 - 2) 09-04-2014 Planning Commission Minutes
 - 3) 09-09-2014 Parks Commission Minutes
 - 4) 09-17-2014 Airport Authority Minutes

A Roll Call Vote was taken:

Yeas: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall, Patterson, Burr
Nays: None

Motion carried.

6. 57th District Court Update

Judge Baillargeon gave an update on 57th District Court.

BOARD APPOINTMENTS

- 7. Council will be asked to appoint Rebecca Linstrom to fill a 4 year term on the Liberty Hyde Bailey Museum Board, expiring in 2018.**

Rebecca Linstrom introduced herself.

Moved by Gruber to appoint Rebecca Linstrom to fill a 4 year term on the Liberty Hyde Baily Museum Board, expiring in 2018. Seconded by Patterson.

Voted Yes: All. Motion carried.

- 8. Council will be asked to declare a vacancy on the Parks Commission, pursuant to Section 5.3(c) of the City Charter.**

Background Information: Section 5.3(c) of the City Charter provides that to office of any member of any board of commission shall be declared vacant by the City Council if the officer misses four consecutive regular meetings of the board or 25% of such meetings in any fiscal year. Parks Commissioner Todd Comeau, originally appointed in June 2011, has not attended a meeting of the board since August 2013. At their last meeting, the Parks Commission recognized Mr. Comeau's extensive absences and asked that the City Council vacate his position. Further, they have reviewed a board and commission application submitted by Mr. Robert McAlear and recommended his appointment to fill the vacancy.

Moved by Fitzgibbon to declare a vacancy on the Parks Commission, pursuant to Section 5.3(c) of the City Charter. Seconded by Klavins.

Voted Yes: All. Motion carried.

- 9. Council will be asked to appoint Robert McAlear to fill the remainder of a 3 year term on the Parks Commission which expires in 2015.**

Robert McAlear introduced himself.

Moved by Patterson to appoint Robert McAlear to fill the remainder of a 3 year term on the Parks Commission which expires in 2015. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried.

NEW BUSINESS

- 10. Consider Special Event 2014-47, Summer Art Fair 2015 to be held July 3, 2015 through July 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. This year's event (2014) was a huge success. 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.

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

Voted Yes: All. Motion carried.

11. Council will be asked to consider the introduction of an ordinance to rezone 38 North Shore Drive from the B-3 waterfront district to the R1-A Single Family Residential zone.

Background Information: Tom Brussee, owner of 38 Northshore Drive, submitted an application to rezone his parcel from the B-3 Waterfront Business Zone to the R1-A Single Family Residential Zone on June 13, 2014. On July 10, 2014, the planning commissioners held a public hearing on this matter at which no comments were offered. (Subsequently, 10 emails in support of the rezoning have been received and one email in opposition.) The commission then moved to table action on this request until certain zoning ordinance amendments related to the B-3 zoning district were resolved with the city council. The issues with the zoning ordinance amendments have since been resolved and city council adopted the new amendments on September 2, 2014.

In the interim, the applicant applied for a land division on the site but was denied the request by the zoning administrator on the grounds that the zoning ordinance does not allow land divisions which result in parcels which are nonconforming. In the B-3 zone, single family homes may be built on existing lots with a special use permit. It is not the intent of the planning commission or the city council that lots be split for single family home construction. On September 22, 2014, the zoning board of appeals upheld the zoning administrator's decision to deny the land division.

The applicant returned to the planning commission for action on the rezoning request from B-3 to R1-A Residential on October 2, 2014. The commission deliberated the request and voted 6-1 to recommend approval of the rezoning.

Moved by Kozlik Wall to introduce an ordinance to rezone 38 North Shore Drive from the B-3 waterfront district to the R1-A Single Family Residential zone. Seconded by Klavins.

Voted Yes: Arnold, Klavins, Kozlik Wall, Burr

Voted No: Fitzgibbon, Gruber, Patterson

Motion carried

12. Council will be asked to consider approval of a purchase agreement for the property located at 801 Green Street.

Background Information: The City Council will be asked to authorize the city manager to proceed with the purchase of the property at 801 Green Street, owned by Al and Linda Crawford, for \$215,000.

Over the past several years, the City has received reports of basement flooding from Al and Linda Crawford, the owners of 801 Green Street. The Crawford's house is located along a tributary of the South Branch of the North Phoenix Drain.

In August of 2013, the City hired Fishbeck, Thompson, Carr & Huber (FTC&H) to review the flooding that has occurred in the vicinity of Green and Florence Streets and to evaluate potential options for correcting the situation. In addition, FTC&H was requested to review the improvements to Superior Street constructed in 2008, and to determine if these improvements impacted the three parcels noted above. The report findings indicate that the city's improvements have had an impact on the properties, and that some of the flooding problems relate to those improvements.

The report notes that in order to lower the floodwater elevation at 801 Green Street, the 30" diameter culvert beneath Superior Street must be increased in size to 54" diameter. Alternately, a 42" parallel pipe could be bored beneath the roadway. Both of these alternatives have a similar cost. While increasing the pipe size benefits 801 Green Street, it would be detrimental to two properties downstream from Superior Street located at 753 Superior Street and 358 Prospect Street. 358 Prospect Street would have the potential for up to 6 feet of water above the lowest opening elevation. In order to ensure that 358 Prospect Street is not negatively impacted, additional improvements would be needed in the storm sewer systems along the route of the North Phoenix Drain. Portions of the North Phoenix Drain would need to be increased in size from 48" diameter and 60" diameter to 72" diameter. These storm sewers run beneath Phoenix Street, Church Street, Conger Street, and Prospect Street. In addition, the storm sewers are beneath the parking lot of the South Haven First Congregational Church located at 651 Phoenix Street. The total cost of the improvements described in this paragraph is estimated at \$1.3 million.

The alternative to performing the downstream improvements is to purchase the home at 801 Green Street and remove the structure. If this alternate is selected, the city's staff recommends that the property be graded to increase the storage volume within the Special Flood Hazard Area. A berm would be constructed at the west edge of the parcel to protect 757 Green Street and 557 Prospect Street from future flooding. In addition, storm sewer improvements would be constructed at the intersection of Green and Florence Streets and at the outlet into the drainage ravine. A sketch showing the conceptual improvements to be made is attached. This alternative is estimated to cost up to \$475,000, including the cost of property acquisition.

Should the City Council wish to pursue acquisition of the property at 801 Green Street, the funding source for this purchase has been determined by the city's staff. For the past three fiscal years, the city has budgeted \$100,000 each year in the General Fund – Drains Activity, to address the Green Street drainage issues. We were prepared to fund the assessment levied by the Van Buren County Drain Commissioner when improvements were made. However, each year we have allowed the appropriated funds to revert back to General Fund –Fund Balance as the work was never completed. Staff recommends that upon completion of the property purchase, the City Council consider approval of a budget adjustment for \$215,000 to the General Fund – Drains Activity to fund the property purchase of 801 Green Street.

Moved by Patterson to approve a purchase agreement for the property located at 801 Green Street. Seconded by Fitzgibbon.

A Roll Call Vote was taken:

Yeas: Arnold, Fitzgibbon, Gruber, Klavins, Kozlik Wall, Patterson, Burr
Nays: None

Motion carried.

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

No Public Comment

14. City Manager's Comments

15. Mayor and Councilperson's Comments

Kozlik Wall – Remember not to put leaves in the streets.

Gruber – Spoke about Halloween.

Fitzgibbon – Spoke about Halloween.

Patterson – Quoted Ralph Waldo Emerson.

Arnold – No Comment

Klavins – Spoke about Holiday Lights fundraising. Please Donate.

Burr – No Comment

16. Adjourn

Moved by Patterson to adjourn. Seconded by Fitzgibbon.

Voted Yes: All. Motion carried. Meeting adjourned at 7:55 p.m.

RESPECTFULLY SUBMITTED,



Michelle Coffey
Deputy City Clerk

Approved by City Council: **DRAFT**

CITY OF SOUTH HAVEN

November 4, 2014

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 309,221.49	\$ 67,518.50	\$ 376,739.99
202-MAJOR STREET FUND	\$ -	\$ 5,257.50	\$ 5,257.50
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 91.75	\$ 1,438.20	\$ 1,529.95
226-GARBAGE/REFUSE FUND	\$ -	\$ -	\$ -
250-DOWNTOWN DEVELOPMENT	\$ -	\$ -	\$ -
251-LDFA #1	\$ -	\$ -	\$ -
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ 100.92	\$ -	\$ 100.92
266-POLICE TRAINING	\$ 230.00	\$ 650.58	\$ 880.58
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ 87,393.75	\$ -	\$ 87,393.75
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ 60,010.00	\$ 60,010.00
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 44.53	\$ 625.19	\$ 669.72
577-BEACH FUND	\$ -	\$ -	\$ -
582-ELECTRIC FUND	\$ 886,340.09	\$ 298,201.59	\$ 1,184,541.68
591-WATER FUND	\$ 2,015.38	\$ 743,477.20	\$ 745,492.58
592-SEWER FUND	\$ 2,571.83	\$ 4,857.71	\$ 7,429.54
594-MUNICIPAL MARINA	\$ 63.66	\$ 8,328.00	\$ 8,391.66
636-INFORMATION SERVICES	\$ -	\$ 535.50	\$ 535.50
661-MOTOR POOL	\$ 1,389.57	\$ 13,410.82	\$ 14,800.39
677-SELF INSURANCE	\$ 69.30	\$ -	\$ 69.30
703-TAX FUND	\$ 1,747,114.40	\$ -	\$ 1,747,114.40
718-TRUST & AGENCY	\$ -	\$ -	\$ -
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 3,036,646.67	\$ 1,204,310.79	\$ 4,240,957.46

User: ksteinman
DB: South Haven

BANK CODE: 1 CHECK DATE: 11/04/2014 INVOICE PAY DATE FROM 11/04/2014 TO 11/04/2014

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
11/04/2014	1	49216	003295	TOM HENKEL	3,240.00	0.00	3,240.00	1
11/04/2014	1	49217	000014	ABONMARCHE CONSULTANTS INC	19,522.85	0.00	19,522.85	5
11/04/2014	1	49218	000027	ADAMS REMCO, INC.	189.36	0.00	189.36	1
11/04/2014	1	49219	000043	AIRGAS USA, LLC	50.06	0.00	50.06	1
11/04/2014	1	49220	000050	ALEXANDER CHEMICAL CORP	2,305.00	800.00	1,505.00	2##
11/04/2014	1	49221	000073	ALTA CONSTRUCTION EQUIPMENT	1,053.68	0.00	1,053.68	1
11/04/2014	1	49222	000074	ALTEC INDUSTRIES INC	939.00	0.00	939.00	2
11/04/2014	1	49223	003320	APPRAISAL GROUP II, INC.	2,100.00	0.00	2,100.00	1
11/04/2014	1	49224	000229	BEAVER RESEARCH COMPANY	212.90	0.00	212.90	1
11/04/2014	1	49225	000337	BRONSINK & BOS EQUIPMENT	80.95	0.00	80.95	1
11/04/2014	1	49226	000371	C E & A PROFESSIONAL SERVICES	678.79	0.00	678.79	1
11/04/2014	1	49227	003145	CANNEY'S WATER TREATMENT	10.99	0.00	10.99	1
11/04/2014	1	49228	000453	CHIEF SUPPLY CORP	357.25	57.98	299.27	3##
11/04/2014	1	49229	000475	CLARK HILL PLC	3,744.00	0.00	3,744.00	1
11/04/2014	1	49230	000502	COMMUNITY ANSWERING SERVICE	1,717.55	0.00	1,717.55	1
11/04/2014	1	49231	000505	COMPTON INC	28,143.43	0.00	28,143.43	6
11/04/2014	1	49232	000604	DE BEST INC	1,572.10	0.00	1,572.10	1
11/04/2014	1	49233	003168	ELWOOD STAFFING	1,184.00	0.00	1,184.00	2
11/04/2014	1	49234	000731	EMERGENCY MEDICAL PRODUCTS INC	407.00	0.00	407.00	1
11/04/2014	1	49235	003201	ESTEEM ELECTRICAL SYSTEMS, INC.	518.63	0.00	518.63	1
11/04/2014	1	49236	000764	FASTENAL COMPANY	22.54	0.00	22.54	1
11/04/2014	1	49237	003065	FOSTER SWIFT COLLINS & SMITH PC	1,334.00	0.00	1,334.00	6
11/04/2014	1	49238	000846	FTC & H, INC	3,000.00	0.00	3,000.00	1
11/04/2014	1	49239	000847	FUEL MANAGEMENT SYSTEM	6,795.39	0.00	6,795.39	1
11/04/2014	1	49240	003316	GARMENT DISTRICT DBA JIM AND TONI'S	547.50	0.00	547.50	1
11/04/2014	1	49241	000934	GREAT LAKES COATINGS	7,248.00	0.00	7,248.00	4
11/04/2014	1	49242	000963	GRP ENGINEERING INC	18,204.57	0.00	18,204.57	3
11/04/2014	1	49243	003317	HERITAGE-CRYSTAL CLEAN, LLC	2,283.00	0.00	2,283.00	1
11/04/2014	1	49244	001196	JOHN'S STEREO INC	26.56	0.00	26.56	2
11/04/2014	1	49245	001246	KENDALL ELECTRIC INC	1,702.75	0.00	1,702.75	1
11/04/2014	1	49246	001252	KENT POWER INC	183,469.53	0.00	183,469.53	2
11/04/2014	1	49247	001298	KREIS,ENDERLE,HUDGINS & BORSOS PC	440.00	0.00	440.00	1
11/04/2014	1	49248	003222	KSS ENTERPRICES	191.51	0.00	191.51	1
11/04/2014	1	49249	001346	LAKWOOD INC	60,010.00	0.00	60,010.00	1
11/04/2014	1	49250	001467	MARK A MANNING	5,860.00	0.00	5,860.00	1
11/04/2014	1	49251	001704	MISS DIG SYSTEM INC	1,197.00	0.00	1,197.00	1
11/04/2014	1	49252	001893	OLSON BROTHERS CONTRACTORS	8,328.00	0.00	8,328.00	1
11/04/2014	1	49253	001902	OPTIMIZATION SOLUTIONS	1,250.00	0.00	1,250.00	1
11/04/2014	1	49254	001911	OTTAGAN PLUMBING & TESTING INC	283.90	0.00	283.90	1
11/04/2014	1	49255	001948	PAT'S PRONTO PRINT	208.50	0.00	208.50	1
11/04/2014	1	49256	001965	PEERLESS MIDWEST INC	3,895.00	0.00	3,895.00	1
11/04/2014	1	49257	003052	PERCEPTIVE CONTROLS INC	976.25	0.00	976.25	1

User: ksteinman
DB: South Haven

BANK CODE: 1 CHECK DATE: 11/04/2014 INVOICE PAY DATE FROM 11/04/2014 TO 11/04/2014

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
11/04/2014	1	49258	002002	PLUMBER'S PORTABLE TOILETS	140.00	0.00	140.00	1
11/04/2014	1	49259	002020	POWER LINE SUPPLY CO	37,159.91	835.44	36,324.47	18##
11/04/2014	1	49260	003017	PROGRESSIVE/AE	4,122.75	0.00	4,122.75	1
11/04/2014	1	49261	002080	QUALITY DOOR OF SO HAVEN INC	257.00	0.00	257.00	1
11/04/2014	1	49262	002164	RIVER CITY REPRODUCTIONS	482.40	0.00	482.40	1
11/04/2014	1	49263	002168	RIVERSIDE ELECTRIC SERVICE INC	142.00	0.00	142.00	1
11/04/2014	1	49264	003143	ROLAND ELECTRIC LLC	976.31	0.00	976.31	4
11/04/2014	1	49265	002217	SAFARILAND, LLC	203.60	0.00	203.60	2
11/04/2014	1	49266	002267	SECANT TECHNOLOGIES	535.50	0.00	535.50	1
11/04/2014	1	49267	002416	SOUTH HAVEN ROTARY CLUB	172.00	0.00	172.00	1
11/04/2014	1	49268	002478	STAPLES ADVANTAGE	621.98	62.59	559.39	8##
11/04/2014	1	49269	003318	STRUCTURES, INC.	15,600.00	0.00	15,600.00	1
11/04/2014	1	49270	002589	TERMINIX PROCESSING CENTER	43.00	0.00	43.00	1
11/04/2014	1	49271	002644	TRACE ANALYTICAL LAB INC	275.00	0.00	275.00	1
11/04/2014	1	49272	002665	TREECORE	32,677.00	0.00	32,677.00	2
11/04/2014	1	49273	002698	U S BUSINESS SYSTEMS INC	104.29	0.00	104.29	1
11/04/2014	1	49274	002721	UPLINK SECURITY LLC	7.45	0.00	7.45	1
11/04/2014	1	49275	002726	US BANK	227,558.75	0.00	227,558.75	1
11/04/2014	1	49276	002726	US BANK	498,288.76	0.00	498,288.76	1
11/04/2014	1	49277	002728	USA BLUE BOOK	1,284.45	0.00	1,284.45	3
11/04/2014	1	49278	002800	VILLAGE MARKET #869	334.56	0.00	334.56	1
11/04/2014	1	49279	003319	W.W. WILLIAMS	490.00	0.00	490.00	1
11/04/2014	1	49280	002882	WEST MICHIGAN CRIMINAL JUSTICE	650.58	0.00	650.58	1
11/04/2014	1	49281	002883	WEST MICHIGAN DOCUMENT	65.00	0.00	65.00	1
11/04/2014	1	49282	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	227.31	0.00	227.31	1
11/04/2014	1	49283	002953	WOODHAMS, INC , DON	8,345.66	0.00	8,345.66	1

Num Checks: 68 Num Stubs: 0 Num Invoices: 125 Total Amount: 1,204,310.79

Denotes that check has vendor credit applied.

INVOICE DUE DATES 11/04/2014 - 11/04/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
1501103-IN 41784	TOM HENKEL RELOCATED TRANSFORMER 582-558-802-000	10/17/2014 ksteinman	11/04/2014	3,240.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			3,240.00			
109960 41761	ABONMARCHE CONSULTANTS INC ELECTRIC CORE UPGRADE 582-558-988-000-0175	10/22/2014 ksteinman	11/04/2014	8,226.35	0.00	P	Y 10/28/2014
	ELECTRICAL SYSTEM CONSTR			8,226.35			
109920 41762	ABONMARCHE CONSULTANTS INC CENTER FOR THE ARTS FIRE ESCAPE RE 101-804-802-000-0178	10/17/2014 ksteinman	11/04/2014	4,800.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			4,800.00			
109945 41763	ABONMARCHE CONSULTANTS INC BROADWAY STREETSCAPE 204-446-802-000	10/21/2014 ksteinman	11/04/2014	1,351.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			1,351.00			
109916 41764	ABONMARCHE CONSULTANTS INC CITY HALL REMODELING 101-265-975-000-0147	10/17/2014 ksteinman	11/04/2014	145.50	0.00	P	Y 10/28/2014
	BUILDINGS/ADDITIONS IMPROVE			145.50			
109944 41881	ABONMARCHE CONSULTANTS INC LAKEVIEW CEMETERY IMPROVEMENTS 101-276-801-000-0171	10/21/2014 ksteinman	11/04/2014	5,000.00	0.00	P	Y 10/29/2014
	PROFESSIONAL/CONSULTING FEES			5,000.00			
076548 41766	ADAMS REMCO, INC. QUARTERLY MAINTENANCE 101-265-802-000	10/15/2014 ksteinman	11/04/2014	189.36	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			189.36			
9922066339 41765	AIRGAS USA, LLC CYLINDER RENTAL 661-450-741-003	09/30/2014 ksteinman	11/04/2014	50.06	0.00	P	Y 10/28/2014
	REPAIR & MAINT SUPPLIES			50.06			
SLS 10024211 41767	ALEXANDER CHEMICAL CORP CHEMICALS 592-559-741-000	10/03/2014 ksteinman	11/04/2014	2,305.00	0.00	P	Y 10/28/2014
	OPERATING SUPPLIES			2,305.00			

INVOICE DUE DATES 11/04/2014 - 11/04/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
SCL 10006749 41768	ALEXANDER CHEMICAL CORP DEPOSIT REFUND 592-559-741-000	10/08/2014 ksteinman	11/04/2014	(800.00)	0.00	P	Y 10/28/2014
	OPERATING SUPPLIES			(800.00)			
I73132 41769	ALTA CONSTRUCTION EQUIPMENT SUPPLIES 661-450-741-003	10/03/2014 ksteinman	11/04/2014	1,053.68	0.00	P	Y 10/28/2014
	REPAIR & MAINT SUPPLIES			1,053.68			
5151071 41867	ALTEC INDUSTRIES INC LABOR 582-558-802-000 582-558-741-000	10/17/2014 ksteinman	11/04/2014	833.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			808.00			
	OPERATING SUPPLIES			25.00			
5151065 41868	ALTEC INDUSTRIES INC LABOR 582-558-802-000 582-558-741-000	10/16/2014 ksteinman	11/04/2014	106.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			101.00			
	OPERATING SUPPLIES			5.00			
10/27/14 41869	APPRAISAL GROUP II, INC. APPRAISAL REPORTS 101-728-801-000	10/27/2014 ksteinman	11/04/2014	2,100.00	0.00	P	Y 10/28/2014
	PROFESSIONAL/CONSULTING FEES			2,100.00			
0220016-IN 41770	BEAVER RESEARCH COMPANY SUPPLIES 582-558-741-000 101-446-741-000 591-558-741-000 592-558-741-000	10/23/2014 ksteinman	11/04/2014	212.90	0.00	P	Y 10/28/2014
	OPERATING SUPPLIES			53.23			
	OPERATING SUPPLIES			53.23			
	OPERATING SUPPLIES			53.22			
	OPERATING SUPPLIES			53.22			
54452 41771	BRONSINK & BOS EQUIPMENT SUPPLIES 661-450-741-003	10/06/2014 ksteinman	11/04/2014	80.95	0.00	P	Y 10/28/2014
	REPAIR & MAINT SUPPLIES			80.95			
31127 41780	C E & A PROFESSIONAL SERVICES RANDOM DOT DRUG TEST 101-446-801-000 582-558-801-000	10/16/2014 ksteinman	11/04/2014	678.79	0.00	P	Y 10/28/2014
	PROFESSIONAL/CONSULTING FEES			192.19			
	PROFESSIONAL/CONSULTING FEES			291.96			

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution						
	591-558-801-000	PROFESSIONAL/CONSULTING FEES		70.07			
	592-558-801-000	PROFESSIONAL/CONSULTING FEES		124.57			
93590TD 41779	CANNEY'S WATER TREATMENT BOTTLE WATER 101-301-802-001	10/07/2014 ksteinman SERVICE CONTRACTS	11/04/2014	10.99 10.99	0.00	P	Y 10/28/2014
037556 41781	CHIEF SUPPLY CORP INVESTIGATOR HANDCUFF 101-301-729-000	10/09/2014 ksteinman UNIFORMS	11/04/2014	(57.98) (57.98)	0.00	P	Y 10/28/2014
137207 41782	CHIEF SUPPLY CORP UNIFORMS 101-301-729-000	10/03/2014 ksteinman UNIFORMS	11/04/2014	204.98 204.98	0.00	P	Y 10/28/2014
148311 41872	CHIEF SUPPLY CORP UNIFORMS 101-301-729-000	10/21/2014 ksteinman UNIFORMS	11/04/2014	152.27 152.27	0.00	P	Y 10/28/2014
564606 41772	CLARK HILL PLC THAYER LITIGATION 101-210-801-000	10/16/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	3,744.00 3,744.00	0.00	P	Y 10/28/2014
475310132014 41883	COMMUNITY ANSWERING SERVICE ANSWERING SERVICES 101-350-802-000	10/13/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	1,717.55 1,717.55	0.00	P	Y 10/29/2014
101421 41773	COMPTON INC JONES ST 101-446-802-000	10/24/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	7,126.00 7,126.00	0.00	P	Y 10/28/2014
101422 41774	COMPTON INC PEARL & EDGELL ST 101-446-802-000	10/24/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	4,743.86 4,743.86	0.00	P	Y 10/28/2014
101414 41775	COMPTON INC REPLACE RESTROOM DOORS SOUTH BEACH 101-751-802-000	10/21/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	3,466.07 3,466.07	0.00	P	Y 10/28/2014

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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
101417 41776	COMPTON INC WATER/SEWER HOOKUP 199 74TH & 102N 591-563-802-000	10/23/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	6,160.00 6,160.00	0.00	P	Y 10/28/2014
101410 41777	COMPTON INC 423 NORTH SHORE DRIVE 582-558-802-000	10/16/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	1,390.00 1,390.00	0.00	P	Y 10/28/2014
91407 41778	COMPTON INC 2ND AVE CURB WORK 202-463-802-000	09/03/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	5,257.50 5,257.50	0.00	P	Y 10/28/2014
3459 41783	DE BEST INC LANDSCAPE SUPPLIES 101-276-741-000 591-558-741-000 592-558-741-000 101-446-741-000 101-447-741-000 582-558-741-000 101-446-741-000 582-558-741-000	10/16/2014 ksteinman OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	11/04/2014	1,572.10 364.00 148.80 148.80 148.80 148.80 148.80 454.60 9.50	0.00	P	Y 10/28/2014
738090 41785	ELWOOD STAFFING STAFFING SERVICES 101-751-802-000	10/22/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	592.00 592.00	0.00	P	Y 10/28/2014
731854 41786	ELWOOD STAFFING STAFFING SERVICES 101-751-802-000	10/15/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	592.00 592.00	0.00	P	Y 10/28/2014
1680413 41787	EMERGENCY MEDICAL PRODUCTS INC GLOVES 101-301-741-000	09/29/2014 ksteinman OPERATING SUPPLIES	11/04/2014	407.00 407.00	0.00	P	Y 10/28/2014
30260 41788	ESTEEM ELECTRICAL SYSTEMS, INC. DIAGNOSTICS AND REPAIR ON TWO WATE	09/22/2014 ksteinman	11/04/2014	518.63	0.00	P	Y 10/28/2014

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution 591-559-933-000	REPAIRS/MAINTENANCE - EQUIPM		518.63			
MISOU10718 41789	FASTENAL COMPANY SUPPLIES 661-450-741-003	10/01/2014 ksteinman REPAIR & MAINT SUPPLIES	11/04/2014	22.54	0.00	P	Y 10/28/2014
659207 41791	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	353.40	0.00	P	Y 10/28/2014
659198 41792	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	75.00	0.00	P	Y 10/28/2014
659191 41793	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	52.50	0.00	P	Y 10/28/2014
659189 41794	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	52.50	0.00	P	Y 10/28/2014
659187 41795	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	750.00	0.00	P	Y 10/28/2014
659186 41796	FOSTER SWIFT COLLINS & SMITH PC ATTORNEY SERVICES 101-209-801-000	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	50.60	0.00	P	Y 10/28/2014
314293 41790	FTC & H, INC CONSTRUCTION/WATER FILTRATION 591-002-202-001	10/16/2014 ksteinman ACCOUNTS PAYABLE-OTHER	11/04/2014	3,000.00	0.00	P	Y 10/28/2014
1428801 41880	FUEL MANAGEMENT SYSTEM FUEL 101-301-748-000 204-447-748-000	10/15/2014 ksteinman MOTOR FUEL MOTOR FUEL	11/04/2014	6,795.39	0.00	P	Y 10/29/2014
				2,366.09			
				87.20			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	591-558-748-000	MOTOR FUEL		29.07			
	592-558-748-000	MOTOR FUEL		29.07			
	101-728-748-000	MOTOR FUEL		60.21			
	101-371-748-000	MOTOR FUEL		79.83			
	582-558-748-000	MOTOR FUEL		517.83			
	101-751-748-000	MOTOR FUEL		989.73			
	582-558-748-000	MOTOR FUEL		79.12			
	591-558-748-000	MOTOR FUEL		22.26			
	592-558-748-000	MOTOR FUEL		22.26			
	101-446-748-000	MOTOR FUEL		739.57			
	591-559-748-000	MOTOR FUEL		61.47			
	592-559-748-000	MOTOR FUEL		148.04			
	591-558-748-000	MOTOR FUEL		250.47			
	592-558-748-000	MOTOR FUEL		250.47			
	661-450-748-000	MOTOR FUEL & LUBRICANTS		1,012.87			
	545-776-748-000	MOTOR FUEL		49.83			
2 41801	GARMENT DISTRICT DBA JIM AND TONI'S DRY CLEANING SERVICES 101-301-801-021	10/01/2014 ksteinman LAUNDRY & DRYCLEANING	11/04/2014	547.50 547.50	0.00	P	Y 10/28/2014
20571 41797	GREAT LAKES COATINGS SUPPLIES 101-446-741-000	10/22/2014 ksteinman OPERATING SUPPLIES	11/04/2014	2,817.00 2,817.00	0.00	P	Y 10/28/2014
20564 41798	GREAT LAKES COATINGS SUPPLIES 101-446-741-000	10/21/2014 ksteinman OPERATING SUPPLIES	11/04/2014	1,386.00 1,386.00	0.00	P	Y 10/28/2014
20510 41799	GREAT LAKES COATINGS SUPER SHOT RENTAL 101-446-741-000	10/15/2014 ksteinman OPERATING SUPPLIES	11/04/2014	3,000.00 3,000.00	0.00	P	Y 10/28/2014
20523 41800	GREAT LAKES COATINGS SUPPLIES 101-446-741-000	10/16/2014 ksteinman OPERATING SUPPLIES	11/04/2014	45.00 45.00	0.00	P	Y 10/28/2014
20140764 41877	GRP ENGINEERING INC ENGINEERING SERVICES	10/06/2014 ksteinman	11/04/2014	1,093.99	0.00	P	Y 10/29/2014

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	GL Distribution 582-558-801-000	PROFESSIONAL/CONSULTING FEES		1,093.99			
20140766 41878	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-801-000-0163	10/06/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	3,538.34 3,538.34	0.00	P	Y 10/29/2014
20140767 41879	GRP ENGINEERING INC ENGINEERING SERVICES 582-558-801-000-0175	10/06/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	13,572.24 13,572.24	0.00	P	Y 10/29/2014
13158318 41802	HERITAGE-CRYSTAL CLEAN, LLC VAC PICKUP 101-446-931-000 101-751-931-000 582-558-931-000 591-558-931-000 592-558-931-000 661-450-975-000	10/08/2014 ksteinman REPAIRS/MAINT-BUILDS & STRUCTR REPAIRS/MAINT-BUILDS & STRUCTR REPAIRS/MAINT-BUILDS & STRCTRS REPAIRS/MAINT-BUILDS & STRCTRE REPAIRS/MAINT-BUILDS & STRCTRS BUILDINGS/ADDITIONS IMPROVE	11/04/2014	2,283.00 400.00 400.00 400.00 400.00 400.00 283.00	0.00	P	Y 10/28/2014
10043183 41803	JOHN'S STEREO INC SUPPLIES 592-559-727-000	10/27/2014 ksteinman OFFICE SUPPLIES	11/04/2014	11.57 11.57	0.00	P	Y 10/28/2014
10043097 41865	JOHN'S STEREO INC USB CABLE 591-558-741-000	10/20/2014 ksteinman OPERATING SUPPLIES	11/04/2014	14.99 14.99	0.00	P	Y 10/28/2014
S102951852.001 41874	KENDALL ELECTRIC INC HB1632 MEALUX, 4100K BULBS 661-450-975-000 661-450-975-000	10/22/2014 ksteinman HB1632 METALUX 4100K BULBS	11/04/2014	1,702.75 1,416.62 286.13	0.00	P	Y 10/29/2014
PAY REQ #2 41875	KENT POWER INC CORE CITY PHASE I 582-558-802-000-0175	10/23/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	114,702.03 114,702.03	0.00	P	Y 10/29/2014
PAY REQ #1 41876	KENT POWER INC PHOENIX RD SUBSTATION	10/23/2014 ksteinman	11/04/2014	68,767.50	0.00	P	Y 10/29/2014

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution 582-558-802-000-0163	OTHER CONTRACTUAL SERVICES		68,767.50			
241463 NLM 41805	KREIS,ENDERLE,HUDGINS & BORSOS PC LEGAL SERVICES 101-210-801-000	10/13/2014 ksteinman	11/04/2014	440.00	0.00	P	Y 10/28/2014
	PROFESSIONAL/CONSULTING FEES			440.00			
896858 41804	KSS ENTERPRICES TOWELS AND GREEN FOAM 101-001-070-000 101-301-741-000	10/15/2014 ksteinman	11/04/2014	191.51	0.00	P	Y 10/28/2014
	DUE FROM SHAES			114.46			
	OPERATING SUPPLIES			77.05			
PAY APP #14 41863	LAKEWOOD INC PUBLIC SAFETY PROJECTS 401-301-980-000-0145	07/31/2014 ksteinman	11/04/2014	60,010.00	0.00	P	Y 10/28/2014
	POLICE/FIRE COMPLEX			60,010.00			
456 41806	MARK A MANNING ATTORNEY SERVICES 101-210-801-000	10/15/2014 ksteinman	11/04/2014	5,860.00	0.00	P	Y 10/28/2014
	PROFESSIONAL/CONSULTING FEES			5,860.00			
20144636 41882	MISS DIG SYSTEM INC DATA PROCESSING CODES 582-558-801-000 591-558-801-000 592-558-801-000	09/24/2014 ksteinman	11/04/2014	1,197.00	0.00	P	Y 10/29/2014
	PROFESSIONAL/CONSULTING FEES			399.00			
	PROFESSIONAL/CONSULTING FEES			399.00			
	PROFESSIONAL/CONSULTING FEES			399.00			
11281 41873	OLSON BROTHERS CONTRACTORS SOUTH MARINA NORTH SIDE PARKING LO 594-776-802-000	10/17/2014 ksteinman	11/04/2014	8,328.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			8,328.00			
0342 41807	OPTIMIZATION SOLUTIONS COAGULATION FEED CONTROL 591-559-802-000	10/20/2014 ksteinman	11/04/2014	1,250.00	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			1,250.00			
5262 41808	OTTAGAN PLUMBING & TESTING INC WINTERIZED DOCKS 545-776-802-000	10/20/2014 ksteinman	11/04/2014	283.90	0.00	P	Y 10/28/2014
	OTHER CONTRACTUAL SERVICES			283.90			

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10/17/14 41811	PAT'S PRONTO PRINT #10 REGULAR ENVELOPES 101-447-727-000 101-446-727-000 591-558-727-000 592-558-727-000 582-558-727-000	10/17/2014 ksteinman OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	11/04/2014	208.50 41.70 41.70 41.70 41.70 41.70	0.00	P	Y 10/28/2014
40771 41810	PEERLESS MIDWEST INC ANNUAL MAINTENANCE 591-559-802-000	10/17/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	3,895.00 3,895.00	0.00	P	Y 10/28/2014
11100 41809	PERCEPTIVE CONTROLS INC SCADA PROGRAMMING/TROUBLESHOOTING 591-559-932-000	10/13/2014 ksteinman REPAIRS/MAINTENANCE - OTHER	11/04/2014	976.25 976.25	0.00	P	Y 10/28/2014
251189+ 41812	PLUMBER'S PORTABLE TOILETS RENTALS 545-776-802-000	10/14/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	140.00 140.00	0.00	P	Y 10/28/2014
5871948 41814	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/21/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	11/04/2014	3,712.55 3,712.55	0.00	P	Y 10/28/2014
5871931 41815	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	10/21/2014 ksteinman OTHER CLOTHING & SUPPLIES	11/04/2014	1,296.00 1,296.00	0.00	P	Y 10/28/2014
5871950 41816	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/21/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	11/04/2014	1,442.63 1,442.63	0.00	P	Y 10/28/2014
5871951 41817	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	10/21/2014 ksteinman ELECTRICAL SYSTEM CONSTR	11/04/2014	3,498.00 3,498.00	0.00	P	Y 10/28/2014

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5871946 41818	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	10/21/2014 ksteinman	11/04/2014	6,664.60 6,664.60	0.00	P	Y 10/28/2014
5872177 41819	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-802-000 582-558-741-000	10/22/2014 ksteinman	11/04/2014	1,215.00 196.00 1,019.00	0.00	P	Y 10/28/2014
5871927 41820	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/21/2014 ksteinman	11/04/2014	28.81 28.81	0.00	P	Y 10/28/2014
5871949 41821	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/21/2014 ksteinman	11/04/2014	178.40 178.40	0.00	P	Y 10/28/2014
5871947 41822	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/21/2014 ksteinman	11/04/2014	104.21 104.21	0.00	P	Y 10/28/2014
5870669 41823	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/16/2014 ksteinman	11/04/2014	147.56 147.56	0.00	P	Y 10/28/2014
5870671 41824	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	10/16/2014 ksteinman	11/04/2014	(755.44) (755.44)	0.00	P	Y 10/28/2014
5870799 41825	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	10/16/2014 ksteinman	11/04/2014	5,727.70 5,727.70	0.00	P	Y 10/28/2014
5870814 41826	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0175	10/16/2014 ksteinman	11/04/2014	2,693.14 2,693.14	0.00	P	Y 10/28/2014

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5869011 41827	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-988-000-0303	10/10/2014 ksteinman ELECTRICAL SYSTEM CONSTR	11/04/2014	8,723.00 8,723.00	0.00	P	Y 10/28/2014
5865327 41828	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/26/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	11/04/2014	1,133.16 1,133.16	0.00	P	Y 10/28/2014
5864752 41829	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/25/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	11/04/2014	217.43 217.43	0.00	P	Y 10/28/2014
5865328 41830	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-933-000	09/26/2014 ksteinman REPAIRS/MAINTENANCE - EQUIPM	11/04/2014	377.72 377.72	0.00	P	Y 10/28/2014
5865825 41831	POWER LINE SUPPLY CO MAINTENANCE SUPPLIES 582-558-729-001	09/30/2014 ksteinman OTHER CLOTHING & SUPPLIES	11/04/2014	(80.00) (80.00)	0.00	P	Y 10/28/2014
00152259 41813	PROGRESSIVE/AE TRAFFIC STUDY BLUE STAR HWY 101-446-802-000	10/13/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	4,122.75 4,122.75	0.00	P	Y 10/28/2014
SH141050 41832	QUALITY DOOR OF SO HAVEN INC REPLACE SPRINGS, KEYLESS ENTRY 101-265-802-000	10/21/2014 ksteinman OTHER CONTRACTUAL SERVICES	11/04/2014	257.00 257.00	0.00	P	Y 10/28/2014
53309 41835	RIVER CITY REPRODUCTIONS DYCKAMN AVE COLOR PLOT 592-558-801-000-0158	10/13/2014 ksteinman PROFESSIONAL/CONSULTING FEES	11/04/2014	482.40 482.40	0.00	P	Y 10/28/2014
254961 41836	RIVERSIDE ELECTRIC SERVICE INC STARTER 661-450-741-003	10/16/2014 ksteinman REPAIR & MAINT SUPPLIES	11/04/2014	142.00 142.00	0.00	P	Y 10/28/2014

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN
 INVOICE DUE DATES 11/04/2014 - 11/04/2014
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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
179 41833	ROLAND ELECTRIC LLC REPAIRS 545-776-802-000	06/12/2014 ksteinman	11/04/2014	68.46	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		68.46			
166 41834	ROLAND ELECTRIC LLC REPAIRS 545-776-802-000	05/22/2014 ksteinman	11/04/2014	83.00	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		83.00			
184 41837	ROLAND ELECTRIC LLC REPLACE METAL BELL BOX 101-751-802-000	06/12/2014 ksteinman	11/04/2014	67.34	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		67.34			
228 41838	ROLAND ELECTRIC LLC REPAIRS 582-558-802-000	08/08/2014 ksteinman	11/04/2014	757.51	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		757.51			
I14-127128 41839	SAFARILAND, LLC TESTS 101-301-741-000	09/26/2014 ksteinman	11/04/2014	101.80	0.00	P	Y 10/28/2014
		OPERATING SUPPLIES		101.80			
I14-137020 41840	SAFARILAND, LLC TESTS 101-301-741-000	10/15/2014 ksteinman	11/04/2014	101.80	0.00	P	Y 10/28/2014
		OPERATING SUPPLIES		101.80			
INVO58115 41841	SECANT TECHNOLOGIES REACTIVE SUPPORT 636-258-801-000	10/15/2014 ksteinman	11/04/2014	535.50	0.00	P	Y 10/28/2014
		PROFESSIONAL/CONSULTING FEES		535.50			
2475 41842	SOUTH HAVEN ROTARY CLUB QUARTERLY MEMBERSHIP/BREAKFAST 101-728-801-000	10/07/2014 ksteinman	11/04/2014	172.00	0.00	P	Y 10/28/2014
		PROFESSIONAL/CONSULTING FEES		172.00			
7125509006-000001 41843	STAPLES ADVANTAGE SUPPLIES 591-558-727-000 592-558-727-000 101-446-727-000	10/14/2014 ksteinman	11/04/2014	52.28	0.00	P	Y 10/28/2014
		OFFICE SUPPLIES		6.40			
		OFFICE SUPPLIES		6.40			
		OFFICE SUPPLIES		6.39			

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 11/04/2014 - 11/04/2014

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution						
	101-447-727-000	OFFICE SUPPLIES		6.39			
	582-558-727-000	OFFICE SUPPLIES		6.39			
	591-558-741-000	OPERATING SUPPLIES		4.06			
	592-558-741-000	OPERATING SUPPLIES		4.06			
	101-446-741-000	OPERATING SUPPLIES		4.06			
	101-447-741-000	OPERATING SUPPLIES		4.06			
	582-558-741-000	OPERATING SUPPLIES		4.07			
7125428966-41844	000001 STAPLES ADVANTAGE SUPPLIES	10/11/2014 ksteinman	11/04/2014	411.71	0.00	P	Y 10/28/2014
	101-301-741-000	OPERATING SUPPLIES		411.71			
128279520-41845	000002 STAPLES ADVANTAGE SUPPLIES	10/04/2014 ksteinman	11/04/2014	47.15	0.00	P	Y 10/28/2014
	101-447-727-000	OFFICE SUPPLIES		47.15			
128279520-41846	001001 STAPLES ADVANTAGE SUPPLIES	10/04/2014 ksteinman	11/04/2014	(5.00)	0.00	P	Y 10/28/2014
	582-558-741-000	OPERATING SUPPLIES		(5.00)			
7122892520-41847	001001 STAPLES ADVANTAGE SUPPLIES	09/20/2014 ksteinman	11/04/2014	(57.59)	0.00	P	Y 10/28/2014
	101-301-741-000	OPERATING SUPPLIES		(57.59)			
7124485476-41848	000001 STAPLES ADVANTAGE SUPPLIES	09/27/2014 ksteinman	11/04/2014	43.13	0.00	P	Y 10/28/2014
	101-301-727-000	OFFICE SUPPLIES		43.13			
7124485476-41849	000002 STAPLES ADVANTAGE SUPPLIES	09/27/2014 ksteinman	11/04/2014	16.69	0.00	P	Y 10/28/2014
	101-301-727-000	OFFICE SUPPLIES		16.69			
7125953665-41866	000001 STAPLES ADVANTAGE SUPPLIES	10/21/2014 ksteinman	11/04/2014	51.02	0.00	P	Y 10/28/2014
	101-301-727-000	OFFICE SUPPLIES		51.02			
1000 41850	STRUCTURES, INC. VIDEO TAPING ENTIRE PROJECT- CORE	10/04/2014 ksteinman	11/04/2014	15,600.00	0.00	P	Y 10/28/2014

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 11/04/2014 - 11/04/2014

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	582-558-988-000-0175	ELECTRICAL SYSTEM CONSTR		15,600.00			
338837169 41851	TERMINIX PROCESSING CENTER EXTERMINATING SERVICE 101-301-802-000	10/01/2014 ksteinman	11/04/2014	43.00	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		43.00			
128176 41852	TRACE ANALYTICAL LAB INC CHEMICAL ANALYSIS 592-560-802-000	10/22/2014 ksteinman	11/04/2014	275.00	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		275.00			
0449 41853	TREECORE TREE WORK- CORE ELECTRIC UPGRADE 582-558-802-000-0175	10/15/2014 ksteinman	11/04/2014	17,483.00	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		17,483.00			
0450 41854	TREECORE TREE WORK 582-558-802-000 101-446-802-000	10/15/2014 ksteinman	11/04/2014	15,194.00	0.00	P	Y 10/28/2014
		OTHER CONTRACTUAL SERVICES		10,286.00			
		OTHER CONTRACTUAL SERVICES		4,908.00			
IN41485 41871	U S BUSINESS SYSTEMS INC CONTRACT COVERAGE 10/1/14- 12/31/1 101-301-802-001	10/22/2014 ksteinman	11/04/2014	104.29	0.00	P	Y 10/28/2014
		SERVICE CONTRACTS		104.29			
0863896 41855	UPLINK SECURITY LLC NETWORK SURCHARGE 101-301-850-000	10/01/2014 ksteinman	11/04/2014	7.45	0.00	P	Y 10/28/2014
		TELEPHONE		7.45			
802702000 41884	US BANK BOND PAYMENT 591-905-991-591 591-905-995-591	12/01/2014 ksteinman	11/04/2014	498,288.76	0.00	P	Y 10/29/2014
		DEBT SERVICE - PRINCIPAL WFP		280,000.00			
		DEBT SERVICE - INTEREST WFP		218,288.76			
802584200 41885	US BANK BOND PAYMENT 591-905-995-591	12/01/2014 ksteinman	11/04/2014	227,558.75	0.00	P	Y 10/29/2014
		DEBT SERVICE - INTEREST WFP		227,558.75			
474069 41856	USA BLUE BOOK LAB SUPPLIES	10/14/2014 ksteinman	11/04/2014	328.30	0.00	P	Y 10/28/2014

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 11/04/2014 - 11/04/2014

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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
	591-559-741-000	OPERATING SUPPLIES		328.30			
470167 41857	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	10/08/2014 ksteinman	11/04/2014	880.46	0.00	P	Y 10/28/2014
	592-559-741-000	OPERATING SUPPLIES		880.46			
470208 41858	USA BLUE BOOK LAB SUPPLIES 592-559-741-000	10/08/2014 ksteinman	11/04/2014	75.69	0.00	P	Y 10/28/2014
	592-559-741-000	OPERATING SUPPLIES		75.69			
10/13/14 41864	VILLAGE MARKET #869 FUEL 582-558-748-000	10/13/2014 ksteinman	11/04/2014	334.56	0.00	P	Y 10/28/2014
	582-558-748-000	MOTOR FUEL		334.56			
5865250-00 41861	W.W. WILLIAMS MISC REPAIRS 661-450-935-000	10/08/2014 ksteinman	11/04/2014	490.00	0.00	P	Y 10/28/2014
	661-450-935-000	REPAIRS/MAINTENANCE - VEHICLES		490.00			
2132 41870	WEST MICHIGAN CRIMINAL JUSTICE MCOLES LAW ENFORCMENT DISTRIBUTION 266-301-861-000	10/13/2014 ksteinman	11/04/2014	650.58	0.00	P	Y 10/28/2014
	266-301-861-000	POLICE TRAINING		650.58			
44536 41859	WEST MICHIGAN DOCUMENT SHREDDING SERVICE 101-301-802-001	10/09/2014 ksteinman	11/04/2014	65.00	0.00	P	Y 10/28/2014
	101-301-802-001	SERVICE CONTRACTS		65.00			
159-1050146 41860	WINGFOOT COMMERCIAL TIRE SYSTEMS ROAD SERVICE 661-450-933-000	09/09/2014 ksteinman	11/04/2014	227.31	0.00	P	Y 10/28/2014
	661-450-933-000	REPAIRS/MAINTENANCE - EQUIP		227.31			
C144514 41862	WOODHAMS, INC , DON BODY REPAIRS- VEHICLE #608 PER EST 661-450-935-000	10/24/2014 ksteinman	11/04/2014	8,345.66	0.00	P	Y 10/28/2014
	661-450-935-000	REPAIRS/MAINTENANCE - VEHICLES		8,345.66			

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User: ksteinman

DB: South Haven

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 11/04/2014 - 11/04/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
# of Invoices:	119	# Due:	0	Totals:	1,206,066.80	0.00	
# of Credit Memos:	6	# Due:	0	Totals:	(1,756.01)	0.00	
Net of Invoices and Credit Memos:					<u>1,204,310.79</u>	<u>0.00</u>	

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 11/04/2014 - 11/04/2014

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BANK CODE: 1 - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			67,518.50	0.00		
	202 - MAJOR STREET FUND			5,257.50	0.00		
	204 - STREET FUND			1,438.20	0.00		
	266 - POLICE TRAINING FUND			650.58	0.00		
	401 - CAPITAL PROJECTS FUND 1			60,010.00	0.00		
	545 - BLACK RIVER PARK FUND			625.19	0.00		
	582 - ELECTRIC FUND			298,201.59	0.00		
	591 - WATER FUND			743,477.20	0.00		
	592 - SEWER FUND			4,857.71	0.00		
	594 - MARINA FUND			8,328.00	0.00		
	636 - INFORMATION SERVICES FUND			535.50	0.00		
	661 - MOTOR POOL FUND			13,410.82	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	001 - ASSETS			114.46	0.00		
	002 - LIABILITIES			3,000.00	0.00		
	209 - ASSESSOR			1,334.00	0.00		
	210 - LEGAL & PROFESSIONAL			10,044.00	0.00		
	258 - DATA PROCESSING			535.50	0.00		
	265 - BUILDINGS & GROUNDS			591.86	0.00		
	276 - CEMETERY DEPARTMENT			5,364.00	0.00		
	301 - POLICE			65,256.78	0.00		
	350 - INFORMATION CENTER			1,717.55	0.00		
	371 - BUILDING INSPECTIONS			79.83	0.00		
	446 - HIGHWAYS & STREETS			31,540.15	0.00		
	447 - ENGINEERING			335.30	0.00		
	450 - EQUIPMENT MAINTENANCE			13,410.82	0.00		
	463 - ROUTINE MAINTENANCE			5,257.50	0.00		
	558 - OPERATIONS			301,603.58	0.00		
	559 - TREATMENT			9,650.41	0.00		
	560 - IPP PROGRAM			275.00	0.00		
	563 - OPERATIONS - CASCO TOWNSHI			6,160.00	0.00		
	728 - ECONOMIC DEVELOPMENT			2,332.21	0.00		
	751 - PARK DEPARTMENT			6,107.14	0.00		
	776 - OPERATIONS			8,953.19	0.00		
	804 - MUSEUMS			4,800.00	0.00		
	905 - DEBT SERVICE			725,847.51	0.00		

10/29/2014 10:10 AM
User: ksteinman
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 10/22/2014 - 10/22/2014

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<hr/>					
Bank 1 FIFTH THIRD BANK					
<hr/>					
10/22/2014	1	64 (E)	000087	AMERICAN ELECTRIC POWER	882,626.95
1 TOTALS:					
Total of 1 Checks:					882,626.95
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					<u>882,626.95</u>

User: ksteinman

CHECK NUMBERS 49166 - 49215

DB: South Haven

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 FIFTH THIRD BANK					
10/20/2014	1	49166	UB REFUND	ARUNDEL, JOHN K	65.73
10/20/2014	1	49167	000177	AUTOWARES INC	84.68
10/20/2014	1	49168	000424	CENTRAL AUTO & EQUIP INC	49.00
10/20/2014	1	49169	000506	COMPTON, HENRY J	42.00
10/20/2014	1	49170	000514	CONSTRUCTION ASSOCIATES INC	3,200.18
10/20/2014	1	49171	MISC	DON HOYT CONSTRUCTION	300.00
10/20/2014	1	49172	MISC	E & H AUTO SALES	386.37
10/20/2014	1	49173	000843	FRONTIER	634.22
10/20/2014	1	49174	000847	FUEL MANAGEMENT SYSTEM	7,067.88
10/20/2014	1	49175	MISC	JOYCE THOMPSON	1,773.84
10/20/2014	1	49176	001582	MICHIGAN ASSOC OF CHIEFS OF POLICE	230.00
10/20/2014	1	49177	001616	MICHIGAN MARITIME MUSEUM	3,025.05
10/20/2014	1	49178	001618	MICHIGAN MUNICIPAL ELECTRIC	300.00
10/20/2014	1	49179	001657	MICHIGAN TOWNSHIP SERVICES	816.00
10/20/2014	1	49180	001985	CONNIE PHILLIPS-THOMPSON	354.67
10/20/2014	1	49181	002155	RIDGE AND KRAMER AUTO PARTS	482.71
10/20/2014	1	49182	UB REFUND	SCIAUDONE, ANDREW M	602.69
10/20/2014	1	49183	003095	JOSEPH TRUNK	493.03
10/20/2014	1	49184	002724	UPS STORE #5080	23.06
10/20/2014	1	49185	002789	VERIZON	374.99
10/20/2014	1	49186	003076	KEVIN WILDEY	100.92
10/20/2014	1	49187	UB REFUND	WITT, LOGAN S	77.14
10/21/2014	1	49188	002726	US BANK	87,393.75
10/21/2014	1	49189	000451	CHICAGO TITLE	218,344.34
10/22/2014	1	49190	UB REFUND	BURNETT, DEBRA L	42.55
10/22/2014	1	49191	UB REFUND	CITY OF SOUTH HAVEN	150.00
10/22/2014	1	49192	003213	DALE CLAYTON	74.77
10/22/2014	1	49193	UB REFUND	JOHNSTON, REBECCA	109.37
10/22/2014	1	49194	001544	MENARDS	1,538.46
10/22/2014	1	49195	001610	MICHIGAN GAS UTILITIES	2,731.97
10/22/2014	1	49196	003047	ERIC SMITH	74.77
10/22/2014	1	49197	MISC	STATE OF MICHIGAN	10.00
10/22/2014	1	49198	002645	TRACTOR SUPPLY CREDIT PLAN	702.88
10/22/2014	1	49199	002724	UPS STORE #5080	17.73
10/22/2014	1	49200	002949	WOLVERINE HARDWARE	426.47
10/23/2014	1	49201	000162	ASR HEALTH BENEFITS	69.30
10/23/2014	1	49202	003195	BLUE CARE NETWORK	54,756.22
10/23/2014	1	49203	000286	BLUE CROSS BLUE SHIELD OF MICHIGAN	588.47
10/23/2014	1	49204	003180	COPS HEALTH TRUST	10,521.23
10/23/2014	1	49205	000624	DELTA DENTAL OF MICHIGAN	4,727.87
10/23/2014	1	49206	MISC	GAIL PATTERSON	574.18
10/23/2014	1	49207	001405	LINCOLN NATIONAL LIFE INS CO	2,761.15
10/24/2014	1	49208	001329	LAKE MICHIGAN COLLEGE	48,110.29
10/24/2014	1	49209	002410	SOUTH HAVEN MEMORIAL LIBRARY	15,895.92
10/24/2014	1	49210	002415	SOUTH HAVEN PUBLIC SCHOOLS	1,154,130.04
10/24/2014	1	49211	002757	VAN BUREN COUNTY TREASURER	528,978.15
10/27/2014	1	49212	003072	MARY ANN FRAZIER	416.92
10/27/2014	1	49213	UB REFUND	HANNIGAN, JACK & VICKI	86.02
10/27/2014	1	49214	UB REFUND	MCCORMACK, RAY & JUDY	186.21
10/27/2014	1	49215	UB REFUND	THOMAS, LINDA S	116.53

1 TOTALS:

Total of 50 Checks:	2,154,019.72
Less 0 Void Checks:	0.00
Total of 50 Disbursements:	<u>2,154,019.72</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: November 3, 2014

RE: Substation Maintenance Program

Background Information

Substation maintenance has not always been performed on station equipment on a routine basis. Many years ago, at the Main Substation, an incident involving a combustible gas explosion inside a control cabinet injured a city electric worker who had been standing close to the 12kV oil circuit breaker. After that incident, the city entered into a six year maintenance agreement with Indiana Michigan Power Company (I&M) to maintain electric equipment at the city's substations.

I&M originally installed both city substations. It had workers with the expertise who were able to operate various test sets and who utilized the vehicles and the tankers necessary to work with insulating oil and to maintain station equipment. Therefore, I&M was asked to maintain the equipment on an exclusive basis at a contracted price.

As time went by, I&M's operations and maintenance groups changed and were reengineered. It informed the city in December 2012 that it would no longer be able to maintain the station equipment at city stations as it had done in the past due to an extreme downsizing of its work force. For the past year or so, the city has had to inspect its own stations and has run thermal scans and oil testing of its station equipment to anticipate any problems. The many other testing programs which are normally done by I&M once every three to five years are coming due in the future and cannot be accomplish by existing city electric workers.

On August 1, 2014, bids were sent out to five organizations that specialize in substation maintenance. One company, Premier Maintenance, did not bid. The results of the bid have been tabulated for the remaining four companies with the assumption that at least one test, inspection or maintenance would be performed over the contract period of five years:

	EPS	UIS	Theka	Koontz-Wagner
Main Sub	\$58,115	\$72,081	\$91,510	\$167,933
Phoenix Sub	\$56,283	\$67,905	\$150,007	\$153,895
Marshalling	\$23,650	\$17,280	\$9,000	\$12,500

Memorandum

November 3, 2014

Substation Maintenance

Page 2 of 2

Per Diem	\$9,420	\$10,500	\$6,600	\$15,000
Total 5 Yr. Cost:	\$147,468	\$167,766	\$257,117	\$349,328

GRP recommends that a five-year contract be established with EPS, a large well established maintenance organization with offices in Riverview, Michigan; in Chicago, IL and throughout most of the U.S. The budgeted cost of the program would amount to about \$30,000 per year or slightly more depending upon the maintenance interval selected.

On October 27, 2014, the Board of Public Utilities reviewed and provided unanimous approval of a recommendation to City Council to award the Substation Maintenance Contract to Electric Power Systems, EPS, in the amount of \$147,468 for five (5) years.

Recommendation:

Approve award of the Substation Maintenance Contract to Electric Power Systems, EPS, in the amount of \$147,468 for five (5) years.

Benefits:

Problems that may develop on station equipment may be anticipated and corrected before unplanned outages should occur.

Electrical personnel working in stations on hazardous equipment are ensured through testing programs and by analysis that equipment is in good operating condition and is safe to be around.

EPS would perform the maintenance programs done in the past for about the same amount by I&M Electric.

Support Material:

Substation Maintenance – Bid Tabulation

Substation Maintenance – GRP Recommendation Letter

SOUTH HAVEN SUBSTATION MAINTENANCE

	EPS	UIS	Theka	Koontz-Wagner
Main Sub	\$58,115.00	\$72,081.00	\$91,510.00	\$167,933.00
Phoenix Sub	\$56,283.00	\$67,905.00	\$150,007.00	\$153,895.00
Marshalling Cost	\$23,650.00	\$17,280.00	\$9,000.00	\$12,500.00
Per Diem	\$9,420.00	\$10,500.00	\$6,600.00	\$15,000.00
Total 5 yr Cost	\$147,468.00	\$167,766.00	\$257,117.00	\$349,328.00

Notes:

1. Marshalling Costs based on 5 trips. One trip per year.
2. Per Diem Costs based on 5 trips. Each trip included 4 workers for 3 days.

September 29, 2014
13-0569.01

Mr. Roger Huff
South Haven DPW
1199 8th Ave
South Haven, MI 49090

**RE: Substation Maintenance
Bid Recommendation**

Dear Roger:

GRP Engineering, Inc. has completed reviewing the bids submitted for the 5 Year Substation Maintenance Program. Four of the five bidders solicited for bids replied to the bid request. Electrical Power Systems (EPS) submitted the low evaluated cost for the 5 year program in the total amount of \$147,468.00.

Electrical Power Systems has successfully completed other similar projects in the past for other GRP clients. Therefore GRP Engineering, Inc. recommends that South Haven accept the low bid from EPS.

Please note that the bids submitted were for a 5 year program and will be completed over this time period. Therefore the City of South Haven should plan on budgeting an average cost of \$30,000.00 per year for this program. Each years' cost will be different depending on the scope of services electrical staff elects to have performed by EPS and the cost of inflation.

EPS took no major exceptions to the bid documents. The bid evaluation tabulation is attached to this letter.

Please contact me at 616.942.7183 should you have any questions regarding this evaluation.

Sincerely,
GRP Engineering, Inc.



Robert A. Shelley, P.E.
Electrical Engineer



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

From: Larry Halberstadt, PE, City Engineer

Date: October 28, 2014

RE: Covert Township, Capacity & Replacement Rate Contract

Background Information

Over the past several months, Covert Township has made inquiries regarding certain portions of the Capacity and Replacement Rate Contract entered into on September 1, 2008 between the Township of Covert and the City of South Haven. The contract was negotiated in order to provide a guaranteed source of revenues to pay for the bonds necessary to construct the City's new Water Filtration Plant.

Covert Township has requested that the City provide reimbursement for the following three items incurred after the effective date of the Capacity and Replacement Rate Contract:

1. Electric services at the Covert Township "master meter" and Covert Township water tower, paid to Indiana Michigan Power. (\$4,369.22 as of 4-30-14).
2. Annual fees paid to the Michigan Department of Environmental Quality for a Type I Community Public Water Supply. (\$10,659.75 as of 4-30-14).
3. Fees incurred in 2012 during repainting of the exterior of the elevated water storage tank located in Covert Township. (\$59,473.00 as of 4-30-14).

Staff has reviewed the request submitted by Covert Township and makes the following recommendation:

1. The City currently pays the electric bills for all sanitary sewer pump stations located in Casco Township and South Haven Charter Township. Payment is made to the company providing service. Most pump stations receive service from the City of South Haven Electric Utility and make payment to that utility. However, several pump stations in Casco Township receive electric service from Consumers Energy and the City pays those bills directly. **It is recommended that the City reimburse Covert Township for electric billings incurred since September 1, 2008. The total amount of reimbursement will be less than \$5,000.00. In addition, we should have the two electric services transferred into the name of the City of South Haven and pay from GL Number 591-656-921-000.**
2. The City of South Haven, Covert Township, and South Haven/Casco Township Sewer and Water Authority each retain ownership of water mains within their respective

Memorandum

October 28, 2014

Covert Township, Capacity & Replacement Rate Contract

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corporate limits. In addition, each agency is assigned a Water Supply Serial Number (WSSN) by the Michigan Department of Environmental Quality. Each agency that is assigned a WSSN must pay annual fees to the MDEQ for a Type I Community Water Supply. **Up to this point in time, each WSSN has continued to pay their annual fees individually. This practice could potentially be changed; however, if a change is implemented, it should be consistent to ensure that the City is treating all partners equally. At this point in time, a change is not recommended.**

3. Reimbursement for painting of the Covert Township Water Tower has been forwarded to the City's attorney for review. City staff has been working with the understanding that Covert Township is still responsible for construction of new water distribution facilities and capital rehabilitation, repairs and replacement of existing water distribution facilities. City staff continues to perform routine maintenance within the Covert Township service area and has assisted the township with procurement of contractual services for several small water main repairs during utility emergencies.

Attachments

Covert Township, Capacity and Replacement Rate Contract

CAPACITY AND REPLACEMENT RATE CONTRACT

This Capacity and Replacement Rate Contract is made as of September 1, 2008, between the Township of Covert, a Michigan general law township, located in Van Buren County, the principal business address of which is 73943 Lake Street, Covert, MI 49043 (“**Covert**”), and the City of South Haven, a Michigan home-rule city, located in Van Buren and Allegan Counties, the principal business address of which is 539 Phoenix St., South Haven, MI 49090-1499 (the “**City**”).

RECITALS

- A. The parties to this Contract are also parties to the Water Service Contract dated March 13, 1997, pursuant to which the City provides public water services to Covert (the “**Water Service Contract**”).
- B. The parties now understand, based on letters from the Michigan Department of Environmental Quality and information provided by the civil engineering firm of Fishbeck Thompson Carr & Huber (“**FTC&H**”), that the City’s water treatment facilities need to be improved (i) to replace portions of those facilities that are approaching the end of their useful lives (“**replacement**”), and (ii) because peak usage is too close to exceeding the capacity of those facilities (“**capacity**”).
- C. The Water Service Contract provides Covert with certain rights and limits related to capacity in the City’s water intake, water treatment, water storage, and water transmission facilities (the “**City Water System**”), which is separate from the water distribution systems that is owned and operated by Covert for distributing water to the users/consumers within its jurisdiction.
- D. The Water Service Contract, as amended on September 8, 1998, states that Covert shall be a wholesale water customer of the City, and that water use for Covert shall be metered at the Township line.
- E. The City has represented and agreed that it needs additional treatment capacity and has imposed an additional connection fee (initially set at \$3,022 to increase each year at the rate of inflation, but subject to change depending on subsequent cost figures) in order to help pay for the added capacity.
- F. The parties wish to clarify and resolve capacity issues to:
- (i) Better ensure adequate water capacity is available to all the parties and to others in the community;
 - (ii) More efficiently use available capacity rather than reserving it for future use;
 - (iii) Provide that new development pays for the City Water System’s water treatment facility expansion now being designed to serve it, as well as reasonably anticipated expansions to the City Water System’s intake, storage and transmission facilities which will also serve that new development; and
 - (iv) Enhance open and cooperative intergovernmental relations among the parties and with other governmental units in the region.
- G. The parties wish to continue the study of the situation and, despite the rights and procedures set forth in the Water Service Contract, they have agreed, without waiving any of their rights under the aforementioned agreements, that it makes sense to use a single civil engineering firm for the study and design of the City Water System’s treatment facilities improvements.
- H. The parties also agree that they jointly have a responsibility to address the replacement and that, to do so, it makes sense to impose a rate increase to offset the costs of studying and designing the needed improvements to the treatment facilities and to begin setting aside funds needed for those improvements

so as to decrease the amount they will need to borrow and the interest they will have to pay related to that borrowing to finance the costs of those improvements.

I. The parties want to end Covert's status as a wholesale water customer of the City and to have each water user in Covert be a retail water customer of the City on the same terms as City residents are retail water customers of the City.

TERMS AND CONDITIONS

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

1. Acknowledgement and Waiver. Covert acknowledges that it has been notified by the City in writing and has had and continues to have the opportunity to consider and give input regarding its future water needs as provided in subsection 8(F) of the Water Service Contract, and that no further notice is needed by the City to comply with the notice provisions in that subsection.

2. Capacity Buy-Back. The parties understand that the provisions in the Water Service Contract providing for Covert's ownership of capacity in the City Water System has made questions about expansion open to interpretation and believe it is best to agree upon a solution that provides certainty. The parties also agree that it would be preferable for all parties to have access to the available capacity in the City Water System while providing for a mechanism for new users to pay the costs of expansions to the City Water System components needed to accommodate them or to provide additional peak capacity as needed. The parties agree that with the City's payment to Covert of the amount of \$160,053 as a payment to repurchase from Covert any remaining unused capacity rights it may have, Covert will not have any further interest in the capacity of the City Water System. This buy-back amount was determined as detailed on the attached Exhibit A. Notwithstanding the foregoing, the City agrees to continue to permit connections from Covert to the City Water System in the same manner and on the same terms as it permits connections from within the City limits, it being the intention of the parties to continue to work together to provide public water service to users inside and outside the City limits, but to provide a means to finance expansions to the Water System capacity through rates and fees paid by users.

3. Capacity Expansion Connection Fee.

A. Regardless of the provisions of, and despite the rights and procedures (including, without limitation, the rights to notices and opportunities to respond) set forth in the Water Service Contract, Covert shall impose upon the users in Covert of water supplied from the City's water treatment facilities a "**capacity expansion fee**" beginning September 1, 2008 equal to that charged by the City to the City's water users (initially set at \$3,022 per residential equivalent unit ("**REU**") to increase each year at the rate of inflation, but subject to change depending on subsequent cost figures).

(1) Every user of the system shall be charged a fee based on at least one REU based on a REU table the parties agree upon even if the REU for the particular use or structure is less than one.

(2) Metering may be required of commercial or industrial users for a period of at least three months to determine average daily flows. The metered flows (in gallons) shall be divided by the number of days metered, and that result shall be divided by 250 to determine the number of REU's.

(3) Changes in use, facility expansions, increases in employees, product lines or services, or other changes may result in a re-evaluation of the REU's.

B. The capacity expansion fee shall be used to pay FTC&H for the required studies and design documents needed for the water treatment facilities improvements and to pay a portion of the costs of those improvements (or the resulting debt) related only to those improvements needed to address the expansion of the water treatment capacity of the water treatment facilities, but not those improvements needed to address replacement.

C. The City shall place the capacity expansion fees it collects from its own users and that the other parties collect and turn over to the City in a separate account which will be used only for the purposes provided in subparagraph B above. The City shall annually, or more frequently if requested by the other parties, report on the collection of the capacity expansion fees, deposits into the account, the uses of funds from the account, and the balances of funds in that account. Such reports shall be consistent with generally accepted financial practices for Michigan local governments. Any party may review and, at its expense, engage auditors to review all of the records related to the capacity expansion fee.

4. Replacement Fee.

A. Regardless of the provisions of, and despite the rights and procedures (including, without limitation, the rights to notices and opportunities to respond) set forth in the Water Service Contract or any other agreements to which they are parties, the parties agree that they shall all impose upon the users of water supplied from the City's Water System a "**replacement fee**" beginning September 1, 2008 to be based on meter size as follows:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8"	\$5.90
3/4"	\$7.39
1"	\$8.87
1.25"	\$12.69
1.5"	\$16.52
2"	\$23.60
3"	\$41.30
4"	\$61.97
6"	\$97.36
8"	\$153.02

This initial replacement fee is based on the projected debt service related to the projected cost to construct a portion of the 7 million gallon per day high rate sedimentation plant, in accordance with "Alternative 1B" as described in section 5.4.2 on page 40 of the "City of South Haven Water Treatment Plant Reliability Study and Master Plan," dated March 22, 2007, prepared by FTC&H. After receiving construction bids for the project, the replacement fee may be adjusted to reflect the actual bid cost for the project.

B. The replacement fee shall be used to pay FTC&H for the required studies and design documents needed for the water treatment facilities improvements and to pay a portion of the costs of those improvements (or the resulting debt) related only to those improvements needed to address the replacement, but not those improvements needed to expand the capacity.

C. The City shall place the replacement fees it collects from users in a separate account which will be used only for the purposes provided in subparagraph B above. Users in the

townships will be billed replacement fees by the City in the same manner and at the same rates as are users inside the City. The City shall annually, or more frequently if requested by the other parties, report on the collection of the replacement fees, deposits into the account, the uses of funds from the account and the balances of funds in that account. Such reports shall be consistent with generally accepted financial practices for Michigan local governments. Any party may review and, at its expense, engage auditors to review all of the records related to the replacement fee.

5. Individual Water Service Customers.

A. All water users in Covert shall be, after August 1, 2008, retail customers of the City so their water use and charges for that use shall be handled according to this Section 5.

B. Covert shall have the right to add charges to billings to users in Covert to pay the costs incurred by Covert to improve, expand, or replace pipes and other facilities comprising the "Covert Water System" (*i.e.*, the "Township Water System" as defined in the Water Service Contract). Since Covert water users are retail customers of the City, the City shall be responsible for maintenance of the Cover Water System. Covert shall pay the City a collection fee of two percent (2%) of any added charges for added billing and handling costs, or such lesser amount as the City shall determine reasonably reflects its actual additional billing and collection costs. Determination shall be made at the time of the request.

C. All water users in Covert shall be billed monthly or quarterly (at the option of the City). Metered water use shall be used for billing purposes where water meters are provided. For non-metered customers, an estimate of the flow will be made based on 250 gpd per Residential Equivalent Unit (REU) in accordance with Schedule B. A standard table of REU's for different types of uses will be used for estimating flows to all non-metered customers, regardless of location. Provisions shall be made for measuring the flows periodically to check estimated flows. Any costs associated with the measurement of flow from an individual property will be charged to that property.

D. The City shall set rates for all users based on the projected costs of operation, maintenance, repair, and replacement (OMR & R). The OMR & R rates charged to users shall not include any differential based solely on a user's location/distance, except if unusual or abnormal circumstances exist in an area, then the rates charged to customers in that area shall be established at a level sufficient to cover the actual, projected costs of OMR & R for service therein. In the event of disagreement regarding rates the City of South Haven and Covert Township jointly select a consultant to prepare a rate analysis. If parties disagree with this analysis, the parties agree to resolve the dispute via arbitration in which each party will select a consultant. The two consultants shall select a third consultant who shall act as arbitrator. The arbitrator shall establish a review procedure and make a binding OMR & R rate determination. When arbitration is undertaken, the City shall pay one-half (1/2) of the costs of arbitration and the Township shall pay one-half (1/2) of said costs.

6. Reserved Rights. The parties all reserve their rights under the Water Service Contract to seek additional studies or their own engineers to review the studies undertaken by FTC&H.

7. Covert Appointee to City Board of Public Works. In order to assure regular access by Covert to information about City Water System operations one person chosen by Covert shall be appointed to serve as a non-voting ex officio member of the City's Board of Public Works.

8. Water Service Contract. Except with respect to the issues addressed in this Contract, all provisions of the Water Service Contract remain unchanged by this Contract.

9. Modification of Contract. This Contract cannot be modified or amended except in writing signed by all parties following resolutions of their governing bodies. Each party had the advice of legal counsel before entering into this Contract and agree it shall be interpreted as if mutually drafted.

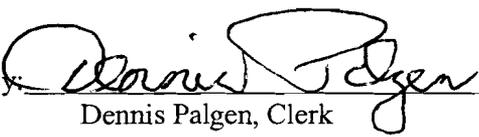
The parties have signed this Contract as of the date first written above.

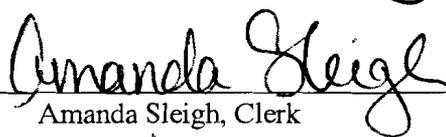
TOWNSHIP OF COVERT

CITY OF SOUTH HAVEN

By: 
Wayne Rendell, Supervisor

By: 
Dorothy Appleyard, Mayor

By: 
Dennis Palgen, Clerk

By: 
Amanda Sleigh, Clerk

Date signed: 7-9, 2008

Date signed: 7/22, 2008

EXHIBIT A
BUY-BACK COMPUTATION

Purchased Capacity - Avg Gal/Day		250,000	gal
Avg Covert Sales per day	2007	163,945	gal
Remaining Avg Gal/Day Capacity		86,055	gal
WFP Capital Costs			
	Total Estimate	\$15,740,910	
	Reduce intake stub	\$ (195,000)	
	Raw Water Pumping Station	<u>\$ (2,526,650)</u>	
	Total Capital Cost, plant only	\$13,019,260	
	Plant Rated Peak Capacity	7,000,000	gal
	\$/Gal to construct plant	\$ 1.86	
	Township Remaining Peak Capacity	X 86,055	gal
	Value of Township Remaining Avg Gal/Day Capacity	\$ 160,053	



City of South Haven

Dept. of Public Works

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

July 1, 2008

Mr. Wayne Rendell
Township Supervisor
Covert Township Hall
73943 Lake Street
P.O. Box 35
Covert, MI 49043-0035

Re: Supplement Letter of Understanding

Dear Mr. Rendell:

Per our ongoing discussions and correspondence, this letter is intended to provide supplemental information to the proposed Capacity and Replacement Rate Contract for public water services. The following items are descriptions of the proposed agreements that the City of South Haven is currently considering as supplements to the rate contract. Please review the following items and determine whether these descriptions are acceptable and accurately reflect our conversation.

Supplement to Capacity and Replacement Rate Contract

1. Master Meter Credit. If the master meter is removed from the system, Covert shall be reimbursed for any sale or salvage value of the meter less the cost to remove said meter.
2. Raymar Meters. It is estimated that 150 water meters equipped with Raymar transponder units in Covert are not working correctly and need to be replaced. Covert shall be responsible for the cost of the new transponder units. The City of South Haven shall replace the units and bill Covert Township for the labor costs to replace said units. The total cost for the replacement and installation of these units is expected to not exceed \$8,000.
3. Valve Turning. Covert recognizes that valve turning is an important maintenance task for the water distribution system. To aid in this task, Covert shall pay for 50% of the cost of automated valve turning equipment. The estimated cost of this equipment is \$60,000.00.

In addition to the proposed rate contract supplements is the attached Capacity and Replacement Rate Contract, related to the water system, for your consideration. Please review the attached document. It is our intent to review this contract proposal at the upcoming July 21, 2008 regular meeting of the

City Council. If you find the proposed contract supplement items to be acceptable, please sign and return this document, to my attention, at your earliest convenience.

Thank you for your time and attention. If you have any questions and/or concerns, please feel free to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read 'B. Dissette', with a stylized flourish at the end.

Brian Dissette
Asst. City Manager, Public Works

Cc: K. Anderson

A handwritten signature in black ink, appearing to read 'Wayne Rendell', with a stylized flourish at the end.

Wayne Rendell
Supervisor, Covert Township

A handwritten signature in black ink, appearing to read 'Dorothy Appleyard', with a stylized flourish at the end.

Dorothy Appleyard
Mayor, City of South Haven



Agenda Item

Memorial Bench & Grill – Packard Park

Background Information:

Danny Hartmann and family would like to donate a memorial bench and a grill. To be located in Packard Park immediately north of an existing memorial bench. The bench will have a plaque on it however the grill will not. On the next page is a map showing the location of the Bench and Grill.

The text that is planned to be engraved on the plaque will be:

“In Loving Memory of
Rita Hartmann Rijavec”

The following is an excerpt from the 10/14/2014 Parks Commission Minutes during which the location for a bench a grill on the attached map was approved:

1. Commission will be requested to review the donation of a Memorial Bench and Grill from Danny Hartmann and family.

Halberstadt introduced the request noting that Hartmann has been working with Ryan Bosscher at Department of Public Works regarding the donation of a memorial bench and grill in Packard Park. After discussion regarding the grill and whether a picnic table can be placed near the grill; whether the city has a standard bench and that the donor gets to have a plaque placed on the bench, Moore asked about the resolution included in the packet. Halberstadt noted that is the city gift policy provided for the board's information and all potential donations must follow those guidelines.

Motion by Moore, second by White to recommend the approval of the donation of memorial bench and grill as requested by Danny Hartmann.

All in favor. Motion carried.

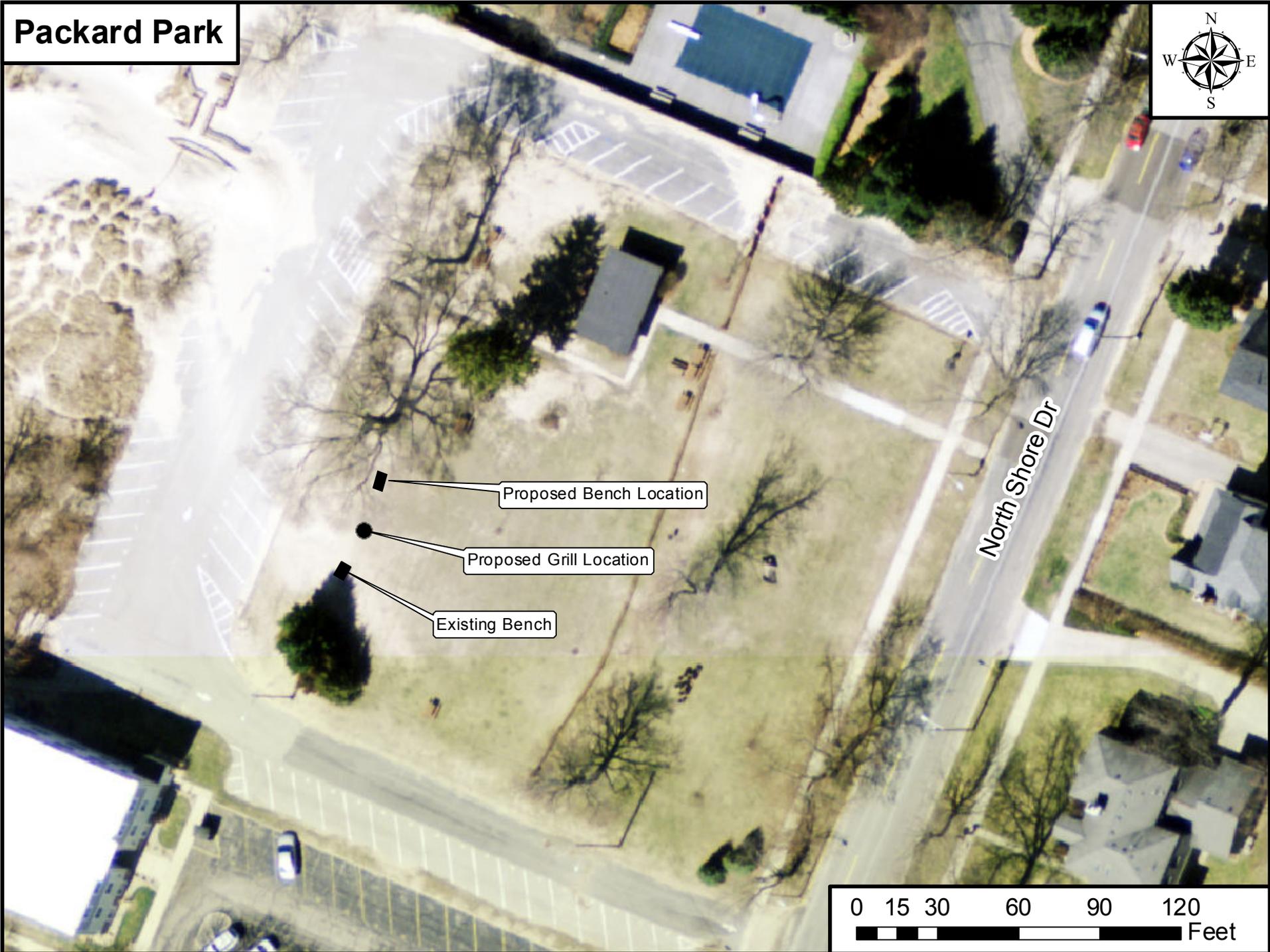
Recommendation:

I am requesting the following:

1. Approvals for a bench and grill to be installed at the locations depicted on the following page.
2. Approval of the text on the plaque.

Respectfully submitted
Ryan Bosscher
GIS Tech / Memorial Bench Coordinator

Packard Park



Proposed Bench Location

Proposed Grill Location

Existing Bench

North Shore Dr



SOUTH HAVEN HOUSING COMMISSION
Regular Meeting
Warren Senior Community Center
540 Williams Street, South Haven, Michigan 49090
August 27, 2014

CALL TO ORDER: The Regular Meeting of the South Haven Housing Commission was called to order at 5:15 p.m. by Chairperson Eugene Ladewski at the South Haven Housing Commission Warren Senior Community Center, 540 Williams Street, South Haven, Michigan.

ROLL CALL: Present: Chairperson Eugene Ladewski, Vice-Chairperson Sandra Seroke Commissioner Rev. Aaron Cobbs, Commissioner Teresa Mahone-Jordan, Resident Commissioner Tom Thomson and City Council Representative Gail Patterson. Absent: None. Also present: Executive Director and Secretary Charles Fullar.

INVOCATION: Commissioner Rev. Aaron Cobbs delivered the invocation.

PUBLIC COMMENTS: None.

CONSENT AGENDA: 1) Minutes of the Regular Meeting June 26, 2014. 2) Current Operating Expenses - \$98,728.81; 3) Homeownership Expenses - \$0.00; 2011 Capital Fund - \$1,598.00; 2012 Capital Fund - \$2,304.00; 2013 Capital Fund - \$0.00; and ; 2014 Capital Fund - \$3,626.00. 4) Administrative Reports for Approval: Occupancy and Waiting List Reports; Monthly Investment Report; Delinquent Accounts Report; Accounts Receivable Balance Due Report; and Income and Expenditures Report for May 2014. 5) Correspondence: August 26, 2014, Letter to Chairperson Ladewski Regarding Household Hazardous Waste. 6) Other Reports: None.

It was moved by Vice Chairperson Seroke to approve the Consent Agenda; the motion was seconded by Commissioner Rev. Cobbs. All votes in favor. Motion carried.

UNFINISHED BUSINESS: 1) Status Report Updating and Adapting the HDC: Executive Director Fullar reported no progress by the attorneys to this date.

2) Status Update on the Development of the Trespass and Barring Policy: Executive Director reported that this is a new policy. The draft policy has been provided to the Chief of Police for review and will require an agreement between the Housing Commission and the Police Department.

3) Process to Update the Personnel Policy Hand book: Executive Director Fullar Provided draft copies of the Personnel Policy Handbook for commissioners to review and discuss at the next meeting.

NEW BUSINESS: 1) Welcome Teresa Mahone-Jordan to the Housing Commission Board

Audit Process: Executive Director introduced Commissioner Mahone-Jordan. Commissioner Mahone-Jordan defined her current job responsibilities with Southwest Michigan Community Action Agency. She works with the Supportive Housing Program, homeownership and financial counseling and the Family Self Sufficiency Program. Commissioner Mahon-Jordan brings her knowledge of finances and supportive housing programs to the Housing Commission Board.

2) 2104 FYE Audit Process: Executive Director reported that the 2014 FYE audit is scheduled for September 15, 16 and 17, 2014. John C. DePerio will perform the financial audit this year.

3) 25 Furnace Replacements for Family Housing, Project 2011/2012/2013 CF-MI 82-1:

Executive Director reported that Efficiency UNITED contacted the South Haven Housing Commission to offer a significant contribution to upgrade 25 furnaces for the Housing Commission. Two prices were requested form local mechanical contractors to establish a total of three prices for comparison. In an effort to establish cost reasonableness for this project, additional pricing was requested by telephone and specifications sent by fax and email. The proposal summary was reviewed. Efficiency UNITED will supply 96% efficient, Comfortmaker brand, two stage (30,000/60,000 BTU) furnaces with highly efficient (ECM) motors and contribute \$1,300 for each installation, for a total of \$32,500 using their contracted mechanical contractor Hart Heating. The balance of the 25 furnace installation, \$1,750 each, in the amount of \$43,750 is the Housing Commissions cost responsibility. Efficiency UNITED is leveraging their available funding to provide benefit to a greater number of their program recipients. In December of 2013, Efficiency UNITED replaced 16 Housing Commission Family Housing furnaces at no cost to the Housing Commission. With Efficiency UNITED assisting with a total of 41 furnace replacements, the averaged cost for 41 Family Housing furnace replacements is \$1,067 per unit. It was moved by Commissioner Rev. Cobbs to approve the Efficiency UNITED installation agreement with the use of their installation Contractor; and award the Contract, for 25 Furnace Replacements for Family Housing Project 2011/2012/2013 CF-MI 82-1, to Heart Heating & Cooling who supplied the lowest installation cost in the amount totaling \$43,750.00; the motion was seconded by Vice Chairperson Seroke. All votes in favor. Motion carried.

4) Concrete Curb, Driveway, Driveway Apron and Sidewalk Replacement Contract Change Order Number 2: Executive Director supplied copies of Contract Change Order Number 2 for the Concrete Curb, Driveway, Driveway Apron and Sidewalk Replacement, Project 2012/2013 CF MI 82-2 & 82-3. During the recent severe winter months, it became evident that the integrity of several concrete placements became questionable. The Contracting Officer contacted Compton Inc. and identified areas needing warranty attention. Compton Inc. performed warranty replacement work on August 4, 5 and 6, 2014. The Contracting Officer requested a breakdown of the warranty work items and cost. Compton Inc. supplied pictures of the site conditions during the warranty work. On August 26, 2014, Stanford Compton owner of

Compton Inc. and the Contracting Officer discussed at length the nature of the warranty work items for this project. The discussion included: the severity of the winter; the impervious soil structure; amount of trapped water at the beginning of August; trapped water during the winter; terrain slop conditions without relief; and severe freeze/thaw heaving and the non-settling of the Harbor View north driveway apron and sidewalk after the winter. In conclusion the Contracting Officer and Compton Inc. have attempted to resolve the cost of the Warranty work in a equitable manner. The warranty of the new work will have a full warranty period in length as specified in the Contract. It was moved by Vice Chairperson Seroke to approve Contract Change Order Number 2 for the Concrete Curb, Driveway, Driveway Apron and Sidewalk Replacement, Project 2012/2013 CF MI 82-2 & 82-3, in the amount of \$3,062.00; the motion was seconded by Commissioner Mahone-Jordan. All votes in favor. Motion carried.

5) Household Hazardous Waste Discussion and Recommendation to the City Council:

Executive Director Fullar reviewed the August 26, 2014, Letter to Chairperson Ladewski Regarding Household Hazardous Waste. Copies of EPA and Van Buren County internet reference sources were supplied to the commissioners that included facts, statistics and informational charts. With different views, the resources referenced the responsible Environmental Science regarding household hazardous waste identification, disposal and the public health and environmental advantages for recycling. Director Fullar commented that there is a need to inform Housing Commission residents and maintenance staff on a regular basis on how to identify household hazardous waste, proper disposal of hazardous waste and collection events and locations. By consensus the commissioners agreed to provide notices to Housing Commission residents and at least annually for the Executive Director to provide advance information and notification for the county household hazardous waste collection events. The next collection event is scheduled for October 4, 2014, 9 a.m. to 1 p.m. at the City of South Haven Department of Public Works building. It was moved by Commissioner Mahon-Jordan to forward a recommendation to the City Manager for City Council review; that the South Haven Housing Commission supports the efforts on behalf of the City to continue to participate with the Van Buren County events to collect household hazardous waste; and with the collaboration between the city and county to more widely inform the public that household hazardous wastes requires special care when they are disposed and that the dangers of improper disposal methods might not be immediately obvious. Proper disposal of household hazardous waste can prevent the pollution of the environment and avoid threats to human health; the motion was seconded by Commissioner Rev. Aaron Cobbs. All votes in favor. Thereupon Chairperson Ladewski declared said motion carried.

6) Scheduling for the September Board Meeting: Executive Director Fullar discussed a need to reschedule the regular September Housing Commission meeting. At least two commissioners and Executive Director Fullar will be out of town. The meeting may be cancelled or rescheduled depending on the need to conduct business.

EXECUTIVE DIRECTOR'S REPORT: Executive Director Fullar reported on the HUD REAC inspections that occurred on August 11, 2014. The Housing Commission scored an 89c. Executive Director Fullar expressed disappointment with the inspector and his rushed inspection. Comcast will be rewiring the cable TV at both Harbor View and River Terrace Apartments at no cost to the Housing Commission. Executive Director Fullar supplied evaluations forms for the Executive Director that will be returned to Chairperson Ladewski. Executive Director Fullar provided the Warren Center calendar for September. All listed activities are open to the public.

COMMISSIONER'S COMMENTS: None.

ADJOURNMENT: It was moved by Commissioner Rev. Cobbs to adjourn; the motion was seconded by Commissioner Thomson. All votes in favor. Motion carried. Meeting adjourned at 6:29 p.m.

Respectfully submitted:

Approved October 22, 2014



Charles R. Fullar, Secretary

Eugene Ladewski, Chairperson

Parks Commission

Regular Meeting Minutes

Tuesday, September 9, 2014
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Reinert at ~~4:00~~ 6:00 p.m.

2. Roll Call

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

3. Approval of Agenda

Motion by Fitzgibbon, second by Moore to approve the September 8, 2014 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record – July 8, 2014

Motion by Fitzgibbon, second by Moore to approve the July 8, 2014 regular meeting minutes with correction.

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 introduced Pat Cornelisse, of Cornelisse Design Associates, who has developed and will display some concept drawings which incorporate some of the items discussed at the last meeting.

After comments about beach grass, Cornelisse noted that dune grass, which she shows on this concept plan, is a native grass, not an ornamental grass; that dune grass is hardy and

grows in moving sand; and that all of the City's beach accesses have blowing sand. This grass can handle that, according to Cornelisse; roots may be five foot (5') to six foot (6') deep due to grasses, over time, being covered by blowing sand.

Cornelisse also showed photographs of some parks she has worked on which use the dune grass. In response to further questions, Cornelisse noted that dune grass is an aggressive material which tends to move into the lawn. Because of that, Cornelisse recommends an edging be used to prevent the dune grass from growing where you do not want it.

Discussion ensued regarding the grasses at Ellen Avery Park and whether it is dune grass or ornamental grass. Fitzgibbon commented on the problem of the grasses growing tall and flopping over to block the sidewalks. Moore noted that the dune grass at South Beach is only about 2' tall. Halberstadt pulled up photographs of the Ellen Avery Park grasses and Cornelisse confirmed that the grasses there are ornamental grasses. Halberstadt explained that choosing the dune grasses is to try to eliminate the problem of grasses that fall over onto the sidewalk and take over the area.

Reinert requested that we go back to the three (3) concept drawings, A, B and C. After questions, Cornelisse explained that the wall depicted is like the ones used elsewhere in the City, specifically in front of City Hall. Halberstadt noted that he promises the wording will be "Dyckman Beach" not "Access."

Fitzgibbon said she hates ornamental grass and has worked really hard not to get any more in the City. Concern was expressed that the grasses on the parkway will grow tall enough to block the wording on the beach sign. Reinert said the softer look is good and things could be changed later if they don't work out. Cornelisse noted that the sign/bench depicted at the Dyckman Beach access is a little higher than the ones in front of City Hall, more bar stool height.

Fitzgibbon asked if dune grass is, in Cornelisse's estimation as a professional, the best choice, to which Cornelisse responded that it is and noted that she has used it in many places along the lakefront. There was discussion regarding the maintenance issues of the streets departments in plowing blown sand away from these accesses and beaches each spring.

Moore pointed out that there is some signage at the Dyckman Beach access presently that is not shown in these drawings. Moore also noted that there is a lot of erosion remediation being done in that area and wondered who was doing that work. Halberstadt said he is not aware of whether it is City staff or someone else that is doing that work. Halberstadt pointed out that there is also a beach parking sign informing that one is entering a paid parking area.

Discussion ensued regarding where you pay for the parking for the accesses. Halberstadt noted that it is not the City's intention to have people go to North Beach to pay for parking at a remote location. White commented on the way the existing parking system and paying works. In response to questions regarding whether the beach parking system makes money for the City, Fitzgibbon assured the Commission that it is a good source of income for the City.

Motion by Fitzgibbon, second by White, to recommend Revised Plan A for Dyckman Beach Access Improvements to City Council.

All in favor. Motion carried.

Halberstadt noted that Cornelisse has started working on the Black River Park concept plan. Cornelisse previewed the drawing that she has created. Pointed out the parking area which could be fifteen (15) to twenty-seven (27) spaces depending upon the configuration. Noted that a gazebo that was originally in Dyckman Park (across from City hall) that is to be relocated down here. Cornelisse also noted that the plan attempts to connect the west area with a bridge and add an eight foot (8') trail so it becomes an offshoot of the actual trail and gives some choices. There were several comments regarding what could be done with the large grassy area in the plan. Cornelisse suggested possibly doing small concerts from the gazebo.

Fitzgibbon said the City has been applying for grants for that wall but have not received anything. Halberstadt said the Great Lakes Fisheries is opposed to sheet wall. According to Fitzgibbon the Celery Pond Advocates are heavily involved and they want a natural effect. Cornelisse pointed out that the Black River has a lot of wave action and she doesn't recommend soft landscaping; her recommendation is rip rap. Cornelisse noted that in the area going out to the channel she suggests a type of grass that grows taller than regular mown turf; "the geese don't like it as well and it only has to be mown a couple of times a year." Discussion ensued regarding whether any of the soil on that site can be moved and sculpted. Halberstadt stated he likes the concept of creating a no-mow area, particularly along the creek, since it does deter the geese from hanging out there. Cornelisse said she'd like to see such things as picnic tables, benches and something "a little more lounge-y," and showed commissioners a brochure with concrete seating.

To recap, Cornelisse stated her design tries to incorporate trails going somewhere; places to sit; places to park (without overdoing the parking) and trying to minimize mowing.

In response to Cornelisse's request for questions, concerns and ideas, Fitzgibbon pointed out that the Celery Pond Advocates are a 501(c)(3) charitable organization that does a lot of cleanup work and have money; they have donated some art pieces for the area. Cornelisse stated that she could provide places for art. Discussion ensued regarding the expense of the Abonmarche plan and Halberstadt said we are probably going to have to use local funding, donations and volunteers to complete this project. Cornelisse suggested this site might have some possibilities for a recreation passport grant. Fitzgibbon said it would be a nice place for bikers to relax. Moore pointed out that the light green area on the plan could be turned into a picnic area. Cornelisse noted that when she is designing she has to think of accessibility; there could be a combination of paved and compacted gravel until you could afford to pave it. Fitzgibbon commented that since this is a floodplain area paving might be a negative.

Reinert asked where the closest restroom area is; Halberstadt noted it is shown on this plan, and one of the factors is to provide access to the nearby boat access site. Cornelisse noted that some of the native grasses are nice but there is a lot of maintenance for the first three (3) years; Halberstadt noted that maintenance might be a project for the Celery Pond Advocates.

NEW BUSINESS

Moore commented that he would like updates regarding things that were brought up at the last meeting. Reinert suggested that if anyone has particular items they would like discussed

to contact Larry Halberstadt to have them put on the agenda. For tonight Reinert suggested that these items can be addressed during Commissioner Comments.

7. Commissioner Comments

Toneman asked whether the Parks Commission has a right to rule on the Dyckman Beach Access improvements, which he asked about previously, as noted in the July minutes.

Fitzgibbon said all of the accesses are considered under the Parks Commission including the ones along North Shore Drive. Toneman noted that he abstained at the last meeting because he did not feel sure that the Parks Commission should be involved with this. Fitzgibbon explained that an abstention is the same as a “no” vote and that abstention is to be used when a commissioner has a financial or personal conflict of interest. Fitzgibbon also noted that while the Commissions are charged with making recommendations to Council; Council makes the final decision.

Halberstadt pointed out that we are looking at something that may be applied to other Parks as well; a signage treatment and landscaping treatment that may be applied elsewhere in the City.

Toneman asked where the Dyckman Beach access is listed as a park. Halberstadt noted that some are listed in the City Charter and some are listed in the Park and Rec Plan. Toneman commented it would be nice to have something listed that would prove that issues should be before us. It was noted that the City Manager requested that this go before the Park Commission.

Moore questioned what happened about the bike racks. Halberstadt noted that a portable bike rack was installed at Oak Street and that options for the other beaches are still being reviewed with staff. Bike racks must be removable over the winter due to the large amounts of blowing sand that build up at the beaches and the need to use heavy construction equipment in the spring to remove the sand.

Reinert said, “We could work towards that but we do want to have bike racks available where possible. The City is asking people to come with bikes but is not providing bike racks; need to look at consistency and whether we can get a certain design eventually, but at least offer something so we’re sending a message.”

Moore asked got an update regarding the injuries to a child at Kids Corner; Halberstadt said we sent crews out to do additional sanding on the wood. Halberstadt also noted that the City did get an insurance claim in one case and a settlement offer was made.

Moore asked about the status of the issue of dogs at the farmer’s market to which Halberstadt noted that the concern had been passed on to the City Manager and it is his understanding that some research has been done by the DDA Director. Some

commissioners noted that they frequent the farmer’s market and had not noticed a problem with dogs.

Moore asked about the paddleboard rentals. Reinert stated she has ridden by on her bike but has never seen the rental group there. Fitzgibbon noted that the contract was for one year “so if he doesn’t come back next year we’ll know it didn’t work out.”

Moore wondered about the safety concerns of the Kids Corner play structure and the historic significance because citizens built it. Fitzgibbon and Reinert spoke to how the project was conducted and the feeling of community that was achieved as a result of the Kids Corner project. Halberstadt stated that it is a sensitive subject, noting a similar situation in Traverse City when a similar structure was planned to be leveled to be replaced with a typical modern metal play structure.

Discussion ensued regarding the funding sources for projects and Halberstadt pointed out things are not always able to be done just the way the City envisioned them. For example, if transportation grant funding was used, the Department of Transportation puts some limits as to what can be put there.

White commented that parents have asked why there were no swings in the play structure that was placed at Elkenburg Park. Fitzgibbon explained that the neighborhood group made the decisions. Cobbs said it was decided not to have swings. White said that she is seeing older kids coming over to the Tot Lot to swing because there are swings there. Moore asked if there was room for swings; White said there isn’t really room.

White also noted that after a recent Bobby Walker event trash bags were left to sit out overnight. Wanted to know if there is any way an early pickup could be arranged, because there was food garbage in the bags and raccoons, cats and other animals were tearing into the bags and spreading the garbage around. Halberstadt said when there is a special event our crews usually are told to clean it up as soon as possible. Reinert suggested Halberstadt bring that to the attention of someone. Halberstadt suggested that in the future a citizen should call the dispatch number, 637-5151, and let them know there is a problem so crews can be asked to take care of the issue. Toneman suggested extra trash cans for special events. White noted that because the trash cans were full, volunteers pulled the bags out of the trash receptacles and were able to put more in them. In response to questions, it was noted that once the bags were removed there were no more trash bags available to put into the trash receptacles. Halberstadt commented that there may be some items ordered for Elkenburg Park that have not arrived yet that were purchased with the leftover money from the Elkenburg Park project.

White noted that while she did not previously go to Elkenburg Park much it is more inviting now and she enjoys sitting on a bench in the shade. Discussion ensued regarding the use of the bleachers and White assured that the bleachers are used constantly; “there is always someone there playing basketball.”

8. Adjourn

Motion by Fitzgibbon, second by Cobb to adjourn at 7:22 p.m.

Respectfully submitted,

Marsha Ransom
Recording Secretary

LIBERTY HYDE BAILEY MUSEUM BOARD OF TRUSTEE MEETING MINUTES

Tuesday

September 16, 2014

7 P. M.

Board Members Present: Anne Long, Joan Hiddema, David Fenske, Olga Lewis, Cindy McAlear

Board Member Absent: Robin Reva (Excused)

City Council Representative Present: Clark Gruber

LHBM Interim Director Absent: Michael Fiedorowicz (Excused)

LHBM Facilities Manager Present: Bill Lundy

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 August 19, 2014 meeting.

It was moved by Joan Hiddema to accept the minutes from the August 19, 2014 LHBM Board of Trustee Meeting. Seconded by Olga Lewis. Motion Carried.

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

CHECKING ACCOUNT: \$15,420.85

DEPOSITS: \$2,270.00

EXPENSES: \$ 508.09

ENDOWMENTS: \$18,101.45

Joan discussed how it would benefit the LHBM to put \$5,000 in to the South Haven Community Foundation endowment fund. This would allow people to donate to a group that can manage this endowment and made sure we were doing everything right tax wise. The funds would be distributed to the LHBM. The following groups do this with the South Haven Community Foundation: We Care, Michigan Maritime Museum, Stanley Johnston Memorial Park, SHARA/SHARP, Friends of Pilgrim Haven Nature Area, Blessings in a Backpack.

It was moved by Olga Lewis to allow Joan Hiddema to remove \$5,000 from the LHBM funds and to deposit the money into the South Haven Community Foundation endowment fund. Seconded by Clark Gruber. Motion Carried.

Joan also voiced her concern about the security system at the LHBM. It is very expensive for Tyco to monitor the system and we do not have a maintenance agreement with them. She ask for us not to call

Tyco Security System unless it is approved by Joan or another person on the board. Bill Lundy is going to call them to see if he can straighten out our concerns.

LIBERTY HYDE BAILEY MUSEUM INTERIM DIRECTOR'S REPORT – MICHAEL FIEDOROWICZ

NEW BUSINESS

1. Mike has sent out a message to the LHBM board members and other key leaders of the museum to introduce himself and to give them his email address. He has updated the membership records in Past Perfect and is learning the program as time permits.
2. He will be writing a letter for the next LHBM newsletter which John Linstrom has compiled the first draft of. It is mostly a review of 2014 and some space is left for other information.
3. Mike has contacted Scott Peters of Syracuse University about presenting his upcoming lecture, "A living sympathy with everything that it", here in South Haven on October 29th. This would be done by simulcasting the lecture from Syracuse. Professor Peters has consulted with an assistant about the technical possibilities of this. It would be hosted at LBM. The lecture is about Liberty Hyde Bailey. Mike will let us know as soon as he has heard from Scott Peters.
4. Mike is working on planning programs for next year and writing a grant for the Michigan Council for the Arts and Cultural Affairs (MCACA) due October 1. He hopes to underwrite, in part, the children's program, writer in residence, possibly the Keynote event, and the main temporary exhibition. Van Buren County is considered to be 'underserved' and gets priority by the MCACA. Only one organization last year (Waterfront Film Festival) was funded in the county according to the MCACA website. The grant will need matching funds on a 1:1 basis. The matching funds may come from donations, grants, earned revenue or cash on hand.

Mike has also set-up the preliminary file in the Cultural Data Project (CDP). Participation in the CDP is a requirement of grant seekers of MCACA. The CDP is a collection (2 years) of financial data which demonstrates the economic impact of cultural programming. To learn more see www.miculturaldata.org. The CDP includes 14 states and shows the scale of cultural programming and receipts. He is using LHBM's last two IRS 990 pf filings and budget reports for the data.

Mike also suggested that the board consider getting a certified audit as grant givers and foundations will expect this eventually. It is not required for the CDP, but it will strengthen our standing. There are different levels of certification in the CDP.

Mike asked the board for a motion to approve \$50 for application fee for the grant application.

It was moved by Joan Hiddema to approve the \$50 for a grant application fee that Michael Fiedorowicz requested. Seconded by David Fenske. Motion Carried.

5. To promote the October 18th Zentangle classes, Mike has added it to the LHBM website and written a release for local news outlets. He is also trying to generate a story in the local paper and has sent out an email about the classes to all LHBM members and others via Emma.
6. The LHBM received a donation of a first edition copy of The Holy Earth from Leonard Shabman of Resources for the Future in Washington D.C. It is signed by W. L. Gibson, one of the founders of Land Economics/Environmental economic. Mike has thanked Mr. Shabman and asked him to return a signed Deed of Gift form.
7. Mike reported that we had about 30 regular visitors for August and 35 so far in September.

NEW BUSINESS

1. Collaboration Center Proposal from Skip Nagelvoort - Tabled until the October LHBM Board Meeting.
2. City Documents – It was moved by Joan Hiddema for the Executive Board to review the city documents and adopt the proposed Restated Articles of Incorporation by majority vote and authorizes them to be filed with the Michigan Department of Licensing and Regulatory Affairs (“LARA”). Seconded by Olga Lewis. Motion Carried.
3. Programming for 2015 – This year we will be celebrating The Holy Earth. We need to get all our idea to Mike right away. We will be looking into other programs for Children’s Programming besides the Kalamazoo Nature Center. If you know of any, let Anne Long know.

CONTINUING BUSINESS

1. Leo Gleiss, Eagle Scout Project – Leo has started to work on the site. He has put a picnic table and trash can out. The Master Gardeners have offered some suggestions to Leo and given him \$250 toward his project. They will give him another \$250 after he has completed more of his plan.
2. Chemical Bank Volunteers – Columbus Day Outdoor Clean-up on October 13th. Stephanie Timmer from Chemical Bank is in charge. There will be 10-11 volunteers coming to work on LHBM grounds from 9-4 P.M. For a start they will be cleaning out the gardens, raking the lawn, and trimming the nature trails.
3. Floor
 - a. Cindy McAlear – Membership - at this time we have 178 LHBM Members.
 - b. Joan Hiddema – Joan & Anne will meet Tuesday, Sept. 23rd 10 A.M. at the museum to look over the city documents.
 - c. David Fenske – David had a list of concerns:
 1. He would like to cancel the community gardens and plant perennial plants himself along the fence.
 2. He would to clean out the garden bed and till in manure and cover crop plus soil with compost.
 3. David would like to have the big trees trimmed for more light.

4. On October 13th, David would the lawn raked, and to apply weed and feed and compost. In the spring put down some grass seed.
5. He would like to install a small fence to delineate the museum property that will also block the trash from the hospital.
6. He would like to complete the sugar maple slab and build a movable platform to hold it.
7. David would like to purchase some tools for volunteers to work with, purchase plant and vegetable seeds, and mulch or straw for the gardens for weed control.
8. David would like to establish a budget like \$1,000 to get this work done.

It was moved by Joan Hiddema to allocate \$1,000 for Living Collections budget for 2015. Seconded by Clark Gruber. Motion Carried.

9. David would the board to hire Aaron or some trained person to conduct a tree ring class for children and adults.
10. David suggested that we purchase some modern agricultural books for adults and children to purchase and use for reference material.
11. He also said that we need to talk to farmers about their educational needs and to establish educational programs for them.
12. It was pointed out that LHBM needs to erect an outdoor sign that outlines what the museum is all about to stimulate people to want to visit the museum. Perhaps fliers could be distributed in town and B&B's, restaurants, gas stations, visitor stops, etc.
13. David said that we need to get a commitment from special volunteers about the care of the specialty flower beds.

The board agreed with all the things that David had to say. We will be working on these concerns that David brought to our attention.

- d. Bill Lundy – Bill brought up the idea of having a rummage sale to get rid of the furniture and extra items we have upstairs in the museum. If we clear this out, he can work on finishing off the upstairs this winter. It was agreed that we would have a sale on Saturday, October 11th 9-4. The LHBM membership would be contacted to bring in anything they would like to donate to the sale. Anne & Joan will make up a list of items that we will not take for the sale.

It was moved by Clark Gruber for the LHBM to adjourn.

8:20 P.M.

Respectfully submitted by,

Cindy McAlear, Board Secretary

Board of Public Utilities

Regular Meeting Minutes

Monday, September 29, 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, Roberts, Rose (ex-officio), Stein (ex-officio), Stickland

Absent: Henry, Overhiser (ex-officio), Winkel

Excused: Henry and Winkel

3. Approval of Agenda

Motion by Burr, second by Roberts to approve the September 29, 2014 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – August 25, 2014 Regular Meeting Minutes

Motion by Roberts, second by Burr to approve the August 25, 2014 regular meeting minutes as written.

All in favor. Motion carried.

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

None at this time.

REPORTS

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

A. 2014 Billings – All Charges

B. 2013 Billings – All Charges

It was noted that the year-to-date (YTD) figure for 2014 is identical to the YTD figure for 2013.

7. Financial Reports

- A. Electric Fund – Financial Report for period ending August 31, 2014
- B. Electric Fund – Review of Percentage Billed
- C. Water Fund – Financial Report for period ending August 31, 2014
- D. Water Fund – Review of Percentage Billed
- E. Sewer Fund – Financial Report for period ending August 31, 2014

Electric Fund. In response to a question by Stickland about Capital Outlay, Hochstedler stated she does not know if everything the board has approved is in that monthly figure, so far. Hochstedler also commented, "Budgeted divided by twelve; it will all even out."

There was discussion regarding the August figures; Burr pointed out that this August was cool so there was not a big air conditioning load.

Roberts noticed some street lights that are very bright; Halberstadt said we do have some LED (light emitting diode) and halogen lights downtown. Stickland noted that the city does not have a good inventory of number of lights, type of bulbs and so forth. Halberstadt noted it is an estimated number.

The street light at the corner of 12th and 73rd Streets is out, per Ross Stein.

Water. Regarding the YTD on the water fund, Hochstedler noted that no bond payments have been made yet. Stickland inquired about Special Assessment Revenue to which Hochstedler noted "It's only interest we count as revenue." Halberstadt added that the revenue is counted in the year in which the assessment was made.

Roberts asked what the reserve is on the water plant which Hochstedler stated is 2.7, noting that we are building the fund back up. Roberts asked, about the bonds that will be coming due, whether the reserve fund can be used to save interest by paying down the bonds. Hochstedler responded that the city has refunded or refinanced everywhere we can.

Roberts noted, "We just raised rates but we have reserves." Halberstadt reiterated that no bond payments have been made this year; one million (\$1M) of that is going to be gone. Regarding request for additional reports, Hochstedler asked which the board is looking for to which Stickland responded, "Cash on hand and the reserve, if you want to call it that."

In response to questions by Roberts, the board discussed the various components of the water bills. It was noted that the water filtration plant and the standpipe rehab are the only projects the city is still paying on. Stickland clarified that the standpipe was not a special assessment. Hochstedler explained that when she came, everything was going toward debt; all the money was being used to pay the debt and the city had no money to do anything else in the system because the debt charges were never set high enough. Stickland noted that the plant assessment fee is the highest part of the utility bill.

Sewer Fund. Hochstedler noted that there is \$994,000 in the bank and Halberstadt pointed out that the city is starting a big project on Dyckman which is going to use up a lot of that. Hochstedler pointed out that the city has the money to cover the Dyckman project. Stickland asked if that is in the budget figure and Hochstedler responded yes. Roberts asked if that is

going to solve the problems and Halberstadt stated, "Yes, the sewer is the driver on this project." In explaining the scope of the project, Halberstadt noted that the sewer work extends to Park Avenue.

Stickland asked about the public hearing for the Dyckman Special Assessment District and Halberstadt noted that there has been one public hearing and there is another coming up.

8. Unresolved Issues Report

Halberstadt stated, "Nothing new," noting that he did add the fund reserve report request. Discussion ensued regarding whether the board wants the fund reserve or cash and it was determined that the board would like to see both figures.

NEW BUSINESS

9. Board will be requested to approve award of contracts for professional services to GRP Engineering, Inc. for 2015 Electric Distribution Line Projects.

Halberstadt noted that GRP Engineering, Inc. contacted him and asked if the city wants to get started on design work on projects for the next fiscal year. Halberstadt stated that it seemed like a good idea to do that, prior to actually establishing the budget.

Stickland asked if the board can get a system map, so we can show people where it is and how it affects the system.

Burr wondered about 2018 where it says the system is loaded sixty percent (60%) above what it should be. Stickland pointed out that a system can be safely overloaded for short periods under peak conditions. Halberstadt noted that he reads that as the system is only loaded sixty percent (60%) of peak, not above peak, and commented that hopefully that number will not get above sixty (60) percent in the next three (3) years. Stickland said he has no problem with it running at 120% at peak, for an hour or two. Burr just wanted to ascertain whether this project needed to be done before 2018 but Stickland is confident it does not need to be done yet.

Stickland requested discussion by proposal.

Project #104. Halberstadt said we are talking about doing this project in 2015; rebuild some of the lines on Blue Star from 2nd and south down to 6th Avenue. Stickland asked if it gives us the ability to switch loads to which Halberstadt responded, "Yes, that is one of the main ties. This deals with tying the two substations together enabling us to switch loads in case of an outage." Halberstadt also commented that we do have some capacity to do that now, but not on a peak day; we are looking to be able to do more in the future.

Stickland explained that these figures are just for design and project oversight. Halberstadt pointed out that based on the engineering study we had done, GRP is recommending that we accelerate Project #109 because it makes sense to take care of this project while we are already in that area with Phase II of the Core City project.

Hochstedler asked if the year of the projects is calendar or fiscal to which Halberstadt responded that at this point in time it is whenever we can arrange to have a contractor in

place to do the work. Halberstadt also noted that there is intent to purchase equipment and have city crews do some small projects.

In response to questions, Halberstadt confirmed that Projects numbered 104, 105, 106, 107 and 109 for engineering services are what we need to approve.

Motion by Roberts, second by Burr to recommend that City Council award engineering services to GRP Engineering, Inc. for 2015 projects 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

All in favor. Motion carried.

10. City Engineer Comments

A. Next Meeting is scheduled for October 27, 2014.

Stickland and Halberstadt are going to the Michigan Municipal Electric Association fall conference tomorrow.

11. Board Member Comments

Roberts asked for information on the SAW grant and Halberstadt explained that the SAW grant provides two things: 1) money for engineering design services for the projects identified in the SRF Project Plan. Halberstadt clarified that the SRF Project Plan is something Abonmarche started working on two (2) to three (3) years ago, to find the sources of infiltration and inflow. Abonmarche found ten (10) to eleven (11) million dollars worth of projects, of which the SAW grant will provide funding to do the engineering design for the projects. And the other part of the SAW is 2) to develop Asset Management Plans for the sanitary and storm sewers. Halberstadt clarified that this will kind of become the five (5) year plan for the storm sewer and sanitary sewer. Hochstedler said we have been awarded the grant and it shows up as revenue when you get it. "As Hochstedler said the city is going to spread the SRF projects through 2022 so the whole town isn't torn up at once. You spend it, you request reimbursement," according to Hochstedler, who also explained, "We didn't put it in our budget this year because we did not know if we were going to be awarded anything." Hochstedler said the city is going to spread the SRF projects through 2022 so the whole town isn't torn up at once.

Roberts asked if there is a time limit on spending the SAW grant money, and if the board needs to get approval from City Council to which Stickland said yes. Halberstadt explained that the city needs to get proposals; the SAW grant is a new program and the state is trying to spread the money around.

Roberts asked if the Board gets to approve the Covert Switch Yard upgrade to which Burr said *no yes*. Discussion ensued regarding collateral for the grant for the switch yard. Burr noted this has been turned over to the city attorney.

Discussion ensued regarding Covert's half million dollar SAW grant to study their system. Rose noted because of the study, Covert now has a better handle on things and noted that the Department of Environmental Quality (DEQ) approved the drainfield for another five (5) years.

Stickland noted that the city will also be looking at major improvements for the wastewater treatment.

Burr noted that the city is taking the SAW grant money for engineering and must take responsibility for corrective action or the grantor can come back and take the money. Halberstadt explained that the Dyckman project will stand as proof that the city is already taking corrective action which allows us to qualify for the SRF low interest loan.

Stickland brought up LED streetlights. Thinks it might be something to think about down the road, saves money, according to the article he read and secondly it's an upgrade of street lighting. When we get the system in shape we might want to get started with something like that. The lighting quality is much better than anything we are doing now, and more efficient, according to the article. Halberstadt said we have them on Williams Street, at the South beach parking lot and on Dewey Lane. The city has been doing some pilots on them. Burr wondered if we should do LEDs on the bridge and Halberstadt responded that the new lights on the bridge will be LED lights. Halberstadt explained that LED lights are not a single bulb, but are an array of diodes that can be distributed where you need them. Discussion ensued regarding the cost savings, efficiency and night sky compliance of LED lighting.

Stickland noted that the City of Battle Creek is going to put in a process to sell sludge to be turned into fuel; they are going to have a demonstration. Discussion ensued with Stickland noting that he is not sure how long we are going to be able to put our sludge onto farmlands and Stein noting that some of the agricultural good practice regulations do not allow sludge to be spread on agricultural lands. Halberstadt noted that one of Mulac's greatest worries is that there will come a point when sludge cannot be put on the land.

12. Adjourn

Motion by Burr, second by Roberts to adjourn at 5:05 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



Agenda Item 6

South Beach Rental Agreement

Background Information:

The City Council will be asked to consider approval of a five year license agreement with the SoHa Surf Shop, granting approval of a standup paddleboard and kayak rental service on the South Beach, adjacent to the blue stairs.

At the June 16, 2014, the City Council approved a one year license agreement with SoHa Surf Shop, which allowed the shop to rent stand-up paddleboards and kayaks at the South Beach. The rental concept was reviewed and approved by the city's Parks Commission. After the first season of operation reported total rental revenue of \$18,308.94, with a 5% of gross revenues paid to the city (\$915.45 was paid to the city.) For the 2015 season, Mr. Chris Campbell, SoHa Surf Shop, has requested a renewal of the license agreement. Mr. Campbell has proposed the following changes to the agreement: 1) Campbell has requested a five (5) year license agreement, 2) Campbell has requested that he be allowed to place a temporary storage rack, near the city's blue stairs, to house his equipment, 3) Campbell has requested the licensed area be limited to the beach area near the city's blue stairs, 4) Campbell has agreed to increase his annual payment to the city, from 5% to 15% of gross revenues.

Throughout the 2014 summer season, the city's staff observed the standup paddleboard and kayak rental service. No problems and/or complaints were received about the operation, and Campbell was very agreeable to any suggestions from the city's representatives.

Recommendation:

The City Council should consider the approval of the beach rental proposal. If the proposal is acceptable, the City Council is asked to consider a motion to approve a five (5) year license agreement with SoHa Surf Shop, LLC, for the operation of a standup paddleboard and kayak rental service on the South Beach, near the city's blue stairs.

Attachments:

Draft License Agreement
Draft License Agreement Area Map

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made as of _____, 2014 (the “Effective Date”), between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the “City”), and Soha Surf Shop, LLC, a Michigan corporation, the principal business address of which is 518 Phoenix Street, South Haven, MI 49090 (the “Licensee”).

RECITALS

- A. The City owns the property located on Lake Michigan commonly referred to as South Beach Park (“**South Beach**”).
- B. The Licensee wishes to operate a surf shop business on South Beach during the summer months that would rent kayaks, paddleboards, beach chairs, and umbrellas to the public and sell surf shop merchandise.
- C. The City wishes to accommodate the Licensee’s request in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

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

1. License. The City licenses to the Licensee that portion of South Beach designated on the attached Exhibit A (the “**Licensed Property**”) for its use in operating a surf shop business, subject to the terms and conditions of this Agreement and for no other purpose or use.

(a) This license is granted on an “AS IS” basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.

(b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent additions may be added to the Licensed Property without the City’s prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the Effective Date and shall expire 5 years thereafter. Lessee’s obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. The license and this Agreement are subject to annual renewal by mutual agreement of the parties on the same terms and conditions. Notwithstanding the foregoing,

Licensee shall only have the right to use the Licensed Property from 7:00 a.m. on May 15th through 8:00 p.m. on September 15th (the “Season”) during each calendar year that this Agreement is in effect.

3. License Fee. The Licensee shall pay to the City an annual license fee on October 15 of each year that this Agreement is in effect, based upon the gross annual revenue derived from the Licensee’s operation of the surf shop business on South Beach. For purposes of this Agreement, “gross annual revenue” shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipt, paid on an annual basis to the Licensee for all goods and services sold or rented by the Licensee on South Beach. The License Fee shall be 15% of the gross annual revenue derived from operation of the surf shop business on South Beach. The Licensee shall submit a report showing gross annual revenue to the City at the same it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.

5. Requirements of Licensee. This license is subject to the following terms and conditions:

(a) The Licensee’s surf shop business shall consist only of selling surf shop merchandise (defined to mean T-shirts, flip flops, sunglasses, sunscreen, and other items, including food items, acceptable to the City) and renting kayaks, paddleboards, beach chairs, and umbrellas to the public for a fee. Prior to renting a kayak or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak or paddleboard.

(b) The Licensee shall instruct its customers to operate the kayaks and paddleboards in the designated personal water craft lane. The Licensee shall be responsible for ensuring compliance with this requirement.

(c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions, including but not limited to wind conditions, undertows, frigid water, or rip currents, make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers of hypothermia.

(d) The Licensee shall use reasonable judgment in setting rules regarding the use of life vests or other safety devices in conjunction with kayak and paddleboard rentals.

(e) The Licensee may (i) install tents within the area designated as the “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. The tents shall be removed in the evenings after hours of operation.

(f) The Licensee may install temporary storage racks for the storage of paddleboards and kayaks within the area designated as “Tent & Kayak Rack Storage Area” on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. An example picture of the “Storage Rack” is on the attached Exhibit B, the rack will be similar in design. The Licensee shall remove such storage racks from the Licensed Property at the end of the Season.

(g) The Licensee shall ensure that its operation of the surf shop and the use and operation of kayaks and paddleboards on Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.

(h) The Licensee may operate its business on the Licensed Property from 9:00 a.m. to 7:00 p.m., seven days per week during the Season.

(i) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City’s logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS
OPERATED EXCLUSIVELY BY SOHA SURF SHOP, LLC.
THE CITY OF SOUTH HAVEN HAS NO ROLE IN THIS
OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City’s officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee’s operation of the surf shop business or use of the Licensed Property. “Loss” means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

7. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days’ prior written notice to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

8. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City’s prior written consent.

9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred, suspend the license granted by this Agreement, effective immediately. In case of suspension, Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.

10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to, pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney's fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

11. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

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

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

CITY OF SOUTH HAVEN

SOHA SURF SHOP, LLC

By: _____
Robert Burr, Mayor

By: _____

Its: _____

By: _____
Amanda Morgan, Clerk

EXHIBIT B

Storage Rack





Agenda Item 7

Farmers' Market Management Agreement

Background Information:

The City Council will be asked to consider a one year agreement with the Greater South Haven Area Chamber of Commerce, for the management and oversight of the city's farmers' market operations.

The agreement seeks to place management of the farmers' market, which operates from May 1st through October 31st on Wednesdays and Saturdays at the Huron Street pavilion, into the Chamber of Commerce's staff's control. The Chamber of Commerce will manage a website, promote the market, take applications, assign vending/parking/staging spaces to the vendors, ensure the market is open for the standard hours of operation, secure payments from vendors, provide customer service to vendors and the public, along with other duties. The agreement seeks to provide the Chamber of Commerce with \$12,500 for its services. The agreement further provides that the city shall pay the Chamber of Commerce 50% of any vendor license fees in excess of a total of \$12,500 for the 2015 Farmers' Market season. Finally, the agreement provides an allowance of up to \$1,500 in total marketing and promotion expenses.

For the past several months, the city's staff has been in negotiations with the Chamber of Commerce, with the intent of having the chamber's staff take over the management of the farmers' market. The Chamber of Commerce is in the process of adding a full-time staff member, so the additional market duties could be absorbed by this staff member. This agreement allows for farm market customer service throughout the calendar year. Over the past two years, the city's staff has received complaints from vendors and the public that customer service, related to the market, was down. Staff anticipates that contracting with the Chamber of Commerce will improve the customer service to the market vendors and members of the public, by providing consistent onsite market management and year round vendor and customer support. Staff has found that similar management agreements are used for public farmers' markets in Midland, Petoskey, Sparta, Brighton, Howell, and Grand Haven.

Recommendation:

The City Council should consider a motion to approve a one year agreement with the Greater South Haven Area Chamber of Commerce, for the management and oversight of the city's farmers' market operations.

Support Material:

DRAFT Farmers' Market Management Agreement

FARMERS' MARKET MANAGER CONTRACT

This South Haven Farmers' Market Manager Contract is made as of November 1, 2014, between the City of South Haven, a Michigan municipal corporation, the principal business address of which is 539 Phoenix Street, South Haven, MI 49090 (the "City"), and the Greater South Haven Area Chamber of Commerce, a Michigan non-profit corporation, (the "Chamber"), 606 Phillips Street, South Haven, MI 49090.

RECITALS

- A. The City seeks oversight and management of the Farmers' Market conducted from 8 a.m. to 2 p.m. on Saturdays in 2015 from May 1 through October 31 and on Wednesdays in 2015 during June, July and August in a covered area in the Huron Street parking lot behind the Post Office (546 Phoenix Street) in City's downtown (the "Farmers' Market").
- B. The Chamber will manage a website for the Farmers' Market (www.southhavenfarmmarket.com) and will otherwise be an active promoter of the Farmers' Market.

TERMS AND CONDITIONS

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

- 1. Engagement. The City engages the Chamber as its manager for the Farmers' Market to perform the duties and to have the responsibilities provided in this Contract for 2015.
- 2. Duties and Responsibilities. The Chamber shall generally manage and promote the Farmers' Market in accordance with the City's past practices and policies for its operation with any changes in those practices and policies that the City Manager may approve on behalf of the City and in accordance with applicable laws, rules, regulations, and ordinances. Without limiting the general requirement in the preceding sentence, the Chamber shall have the following duties and responsibilities:
 - A. Take applications from those persons and entities who wish to sell goods and/or services in an allocated space at the Farmers' Market, approve applications for, assign vending, staging and parking spaces to vendors, and enter into vendor license agreements for use of Farmers' Market spaces, in accordance with policies and procedures generally agreed upon with the City Manager.
 - B. Ensure that the Farmers' Market is open during the hours and on the days indicated in Recital A of this Contract, facilitate pre-opening access by vendors to enable a timely opening on each day of operation, and facilitate the prompt vacation and clean-up of the premises after closing on each day of operation. Such activities will involve coordination with vendors and may involve coordination with City personnel. The Chamber will communicate with the City Manager or City personnel designated by the City Manager to provide that coordination.
 - C. Promote the Farmers' Market to potential vendors and customers in such places and in such manner as is reasonably needed, prudent or advisable. To the extent funds must be expended to do so, prior approval from the City Manager will be required.
 - D. Maintain and update the website not less frequently than needed to ensure the information is accurate and as up-to-date as reasonably possible. If this Contract is terminated, that website shall be turned over to the City as its sole property without any cost to the City.
 - E. Secure payments from vendors at such times, in such amounts and in such manner as is consistent with City policies and practices as they may from time-to-time be changed in consultation and coordination with the City Manager. All payments shall be submitted to the City's Finance Department within two weeks of receipt by the Chamber.
 - F. Regularly advise the City in communications with the City Manager as to the status, success, challenges, and recommended changes in policies regarding the Farmers' Market.
 - G. Immediately address any crime, vandalism, accident, injury, property damage, dispute or other incident involving or affecting the Farmers' Market and promptly report it to the City Manager. Contact any emergency services, law enforcement, or other assistance as needed to address the

situation. Complete such incident reports and coordinate with the City to contact the City's insurance carrier as may be directed by the City Manager.

H. Routinely inspect the Farmers' Market facility and report to the City Manager any maintenance, repair or replacement needs.

I. Assist the City Manager with budgeting related to the Farmers' Market.

J. Be available, or have a designee available, on-site at the Farmer's Market and/or able to be on-site within 15 minutes on each day the Farmer's Market is in operation.

K. Provide the City Manager with contact information including a cell phone number and e-mail address for immediate contacts with Chamber personnel.

L. Engage in other duties or activities as may be agreed upon in consultation with the City Manager.

3. Office and Equipment. The Chamber will provide its own office and all needed equipment and supplies to perform its duties and responsibilities under this Contract. If needed from time-to-time for larger gatherings or to have City staff attend, the Chamber may, with prior scheduling, use rooms in the City Hall for meetings. The City will, upon the request of the Chamber and without cost to the Chamber, print stationery and forms with the City's Farmers' Market logo and contact information for use by the Chamber in the performance of Chamber duties and responsibilities under this Contract.

4. Employees. Chamber officers and employees shall be employees of the Chamber and shall not, for any purposes be or be represented to be employees of the City. The Chamber shall provide all compensation to, all insurance covering, any benefits for, all required withholding from, and any required unemployment and workers disability compensation coverage of the persons performing the Chamber's duties under this Contract. The City shall not provide any such compensation, benefits, coverage or withholding.

5. Compensation. The City shall pay the Chamber \$12,500 for its services under this Contract. Such payments shall be made in two monthly installments. The two installments of \$6,250 shall be paid on the business day closest to the 15th day of January, and June, 2015. The City shall also pay the Chamber 50% of any vendor license fees in excess of a total of \$12,500 for the 2015 Farmers' Market season with such payment to be made not later than November 30, 2015. The City shall also reimburse the Chamber for up to \$1,500.00 in total marketing and promotional related expenses incurred for the Farmers' Market, upon presentation to the City of proof of payment.

6. Risk, Indemnification and Insurance.

A. The City shall obtain and maintain liability and casualty insurance covering the Farmers' Market and the Farmers' Market activities.

B. The City shall insure the Farmers' Market facility for liability and casualty which shall also cover the Chamber and its employees acting in good faith while performing duties and responsibilities under this Contract.

C. The Chamber shall hold the City (including for purposes of this paragraph its officers and employees) harmless from, indemnify it for and defend it against any third-party claim, demand, judgment, award or other loss arising from the Chamber's failure to perform its duties as required by this Contract.

7. Term and Termination. The term of this Agreement shall begin on the date first written above and end on October 31, 2015. It may be terminated earlier upon the agreement of the parties. The City may immediately upon notice to the Chamber terminate this Contract if:

A. The Chamber breaches this Contract and either fails to correct such breach within 7 days after the City notifies it of such breach, or

B. The Chamber commits repeated breaches or its breaches are numerous, substantial and, in the City's sole determination, uncorrectable.

8. Miscellaneous.

A. This is the entire agreement between the parties as to its subject matter. This Contract may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Council approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Contract, but the recitals are an integral part of this Contract.

B. Neither party may assign this Contract or its rights, duties or obligations under this Contract without the other party's prior written approval.

C. To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Agreement shall be with the state courts in Van Buren County, Michigan and the prevailing party in any such action shall be entitled to recover its actual costs, including, without limitation, its filing fees, expert fees, discovery costs, actual reasonable attorneys' fees and other legal expenses incurred to investigate, bring, maintain or defend in such action from its first accrual or first notice thereof through any and all appellate and collections proceedings.

D. Any notice shall be in writing to the addresses first given above or such other address as indicated by notice and shall be by personal delivery or by postage prepaid United States first-class mail. It shall be deemed completed when actually received or, if by mail, 3 business days after mailing.

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

CITY OF SOUTH HAVEN

GREATER SOUTH HAVEN AREA CHAMBER OF
COMMERCE

By: _____
Robert Burr, Mayor

By: _____
Kathy L. Wagaman, Executive Director

And: _____
Amanda Morgan, City Clerk

Date signed: _____, 2014

Date signed: _____, 2014