

City Council

Regular Meeting Agenda

Monday, October 5, 2015
7:00 p.m., Council Chambers



1. Call to Order
2. Invocation – Moment of Silence
3. Roll Call
4. Approval of Agenda
5. **Consent Agenda: Items A thru D (Roll Call Vote Required)**

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

- A. Council will be requested to approve the City Council Minutes for September 21, 2015.
- B. Council will be requested to approve the City Council Special Workshop Meeting Minutes for September 21, 2015.
- C. Council will be asked to approve invoices totaling \$659,267.29 for the period ending October 4, 2015 to be approved and forwarded to the Clerk and Treasurer for payment.
- D. Council will be asked to approve the following minutes:
 - 1) July 21, 2015 South Haven Area Recreation Authority (SHARA) minutes;
 - 2) August 24, 2015 Zoning Board of Appeals (ZBA) minutes; and
 - 3) September 3, 2015 Planning Commission minutes.

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

NEW BUSINESS

6. Council will addressed by Clair Olney presenting the annual report from Van Buren County Senior Services.
7. Council will be asked to consider approval of Resolution 2015-43, a resolution authorizing city's staff to proceed with purchase of 1068 East Wells Street and authorizes the use of a loan agreement between the City of South Haven and South Haven Area Emergency Services to finance the property purchase.
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,

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

Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, September 21, 2015
7:00 p.m., Council Chambers



1. **Call to Order by Mayor Burr at 7:00 p.m.**
2. **Invocation – Mr. Craig Massey, Pastor Candidate, of Hope Reformed Church**
3. **Roll Call**

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

4. **Approval of Agenda**

Moved by Patterson, seconded by Fitzgibbon to approve the agenda.

Voted Yes: All. Motion carried.

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

Moved by Fitzgibbon, seconded by Patterson to approve the consent agenda.

- A. Council will be requested to approve the City Council Minutes for September 8, 2015.
- B. Council will be asked to approve invoices totaling \$4,394,539.26 for the period ending September 7, 2015 to be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve the following minutes:
 - 1) August 11, 2015 Parks Commission minutes; and
 - 2) August 19, 2015 Liberty Hyde Bailey Museum meeting minutes.

A Roll Call Vote was taken:

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

Motion Carried

NEW BUSINESS

6. **Council will be asked to consider approval of the Sewer Discharge Agreement with Global Remediation Technologies, on behalf of the Michigan Department of Environmental Quality.**

Background Information:

The Belgravia site is a former factory built around 1916. The property is located at 125 Elkenburg Street and consists of 2.14 acres of land with a brick building up to three stories high. The factory was used for various purposes, including pipe organ assembly, picture frame construction, wood working, and cyanide-based metal plating. Former businesses at the site disposed of their chemical waste to a septic tank, which discharged to a drain field and the sewer system. The plating company filed for bankruptcy around 1979. A developer purchased the site in 1997 and converted the building into a fitness center and condominiums.

The State of Michigan considers this an “orphan site” where there is no liable party or company responsible for cleanup. The Michigan Department of Environmental Quality (MDEQ) Remediation and Redevelopment Division (RRD) contracted with Global Remediation Technologies, Inc. (GRT) to provide environmental engineering related to this site.

GRT on behalf of the MDEQ RRD has requested a variance to the Code of Ordinances under Section 86-156, titled Stormwater Disposition. The purpose of the request is to assist with satisfying a portion of the Belgravia Site Environmental Concern; a slowly migrating chemical impact. The details of the request are included in the attached documents and will be presented to City Council. City staff and the city’s Industrial Pretreatment Program (IPP) Consultant reviewed the information relative to effects on the Waste Water Treatment Plant, its permit, and the receiving waters with GRT and requested additional clarifications and safeguards which were included in Addendum #1. The city’s IPP Consultant states that the risk to the city and surface water from this discharge appears to be minimal at this time.

At the July 27, 2015 regular meeting of the Board of Public Utilities (BPU), GRT presented the attached Request for Variance to the Ordinance under Section 86-156, titled Stormwater Disposition and Addendum #1. After extensive review and discussion, the BPU provided unanimous approval of a recommendation to City Council “to grant the Department of Environmental Quality permission to plumb sump discharge piping into the sanitary sewer from residential sewers at 107 Orchard Drive and 108 Orchard Drive for a period up to seven (7) years or whenever the sampling results fall below a certain threshold to be submitted.” The BPU also requested a definition of the threshold for disconnection. This was then provided by GRT in Addendum #2.

Following the BPU’s recommendation, the city attorney reviewed the file and determined that the requested variance is not actually needed, because of Section 86-96 of the city code permits the city to enter into agreements for the treatment of wastewater of an unusual character. Accordingly, the city attorney prepared an agreement which authorizes GRT to plumb sump discharge piping into the sanitary sewer from the Belgravia site, as requested.

GRT and MDEQ have both reviewed the draft agreement and have indicated that the document is acceptable.

Speakers:

Scott G. Smith, General Counsel for the City of South Haven, spoke to the City Council regarding this agreement.

Richard Raetz, President of Global Remediation Technologies, Inc., gave a brief presentation on the remediation efforts to take place at the Belgravia site and answered questions posed by Council.

Moved by Patterson, seconded by Kozlik Wall to approve the Sewer Discharge Agreement with Global Remediation Technologies, on behalf of the Michigan department of Environmental Quality.

Voted Yes: All. Motion carried.

7. Council will be asked to approve the following Special Events:

- a. Special Event Application 2015-27, the Mitten Made – Michigan Made Art & Craft Show, Last Dash Holiday Shopping on December 19, 2015 from 10:00 a.m. to 5:00 p.m. along Dyckman Avenue and Black River Street.**

Background Information:

The South Haven Center for the Arts would like to host an art and craft show on December 19, 2015 from 10:00 am to 5:00 pm. This will be an all Michigan arts and crafts show for the holidays and last minute holiday shopping. Booths will run along Dyckman Avenue and Black River Street. The Maritime Museum will do events in conjunction with this event to boost tourism for the weekend. There will also be other non-profits and local retailers invited to have their own booths.

Thea Grigsby, Executive Director for the Center of the Arts, spoke to the Council regarding this event.

Moved by Fitzgibbon, seconded by Kozlik Wall, to approve Special Event Application 2015-27, the Mitten Made – Michigan Made Art & Craft Show, Last Dash Holiday Shopping on December 19, 2015 from 10:00 a.m. to 5:00 p.m. along Dyckman Avenue and Black River Street.

Voted Yes: All. Motion carried.

- b. Special Event Application 2015-31, Haven Harvest on October 17, 2015 from 10:00 a.m. to 9:00 p.m. with events to be held in various parts of the Central Business District.**

Background Information:

DASH is requesting to have an event called Haven Harvest on October 17, 2015. This event is to celebrate the harvest and autumn. There will be a pie baking contest, restaurant server races, a pumpkin toss, polka dancing, hay rides and more. The Zombie 5K run/stroll that was approved at the last City Council meeting will also be part of this event.

Roxanne Leder, owner of Decadent Dogs and representative of D.A.S.H. (Downtown Association of South Haven), spoke to Council regarding this special event application.

Moved by Kozlik Wall, seconded by Fitzgibbon, to approve Special Event Application 2015-31, Haven Harvest on October 17, 2015 from 10:00 a.m. to 9:00 a.m. with events to be held in various parts of the Central Business District.

Voted Yes: All. Motion carried.

8. Council will be asked to consider approval of the requests from the Michigan Department of Transportation for a grant of right-of-way and consent to grade, as part of the planned traffic signal upgrade at the Phoenix and Broadway intersection.

Background Information:

Over the past several years, the Michigan Department of Transportation (MDOT) has been planning traffic signal upgrades for the intersections of Aylworth Avenue with Lagrange Street and Broadway Street with Phoenix Street. The City has been working closely with MDOT on the design of the new signal at Broadway and Phoenix Streets. The proposed signal will be supported on black powder coated steel strain poles and mast arms. This signal will be similar in appearance to the City's traffic signals located at Phoenix and Center Streets and Phoenix and Kalamazoo Streets.

In order to proceed with the project, MDOT has been working to acquire additional right-of-way on the northeast and southeast quadrants of the intersection. The property at the southeast quadrant has an address of 600 Phoenix Street and is owned by the City of South Haven. The City leases this parcel to the Center for the Arts. MDOT is requesting that the City grant additional right-of-way adjacent to the back of the existing sidewalk for placement of a new traffic signal strain pole and foundation. The proposed right-of-way will allow MDOT to construct the new traffic signal pole while leaving the existing traffic signal in service. It will also ensure that adequate space is available for construction of accessible sidewalk ramps. The total square footage to be acquired is 66 square feet. MDOT has calculated the value of this property as \$368 and made a good faith offer of \$500.

The area to be acquired is currently finished lawn area. It also contains the existing traffic signal pole that will be removed at the conclusion of the MDOT project and a South Haven wayfinding sign that may need to be relocated by City staff. Granting a right-of-way to MDOT for the use of this land will not interfere with the current use of the property by the Center for the Arts.

In addition to the right-of-way, MDOT is requesting a consent to grade along the west side of the Center for the Arts building. This will permit MDOT to remove the existing traffic signal control box that is adjacent to the building. The new traffic signal controller will be located adjacent to the 5/3 Bank parcel.

Larry Halberstadt, City Engineer, spoke to Council regarding this item and answered questions posed by councilmembers.

Moved by Patterson, seconded by Gruber, to approve the requests from the Michigan Department of Transportation for a grant of right-of-way and consent to grade, as part of the planned traffic signal upgrade at the Phoenix and Broadway intersection.

Voted Yes: All. Motion carried.

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

No public comment.

10. City Manager's Comments

No public comment.

11. Mayor and Councilperson's Comments

Kozlik Wall: No comment.

Gruber: Don't forget, this is Homecoming Week!

Fitzgibbons: No comment.

Patterson: Thanks to city staff for their prompt response to handling problems that arose last week.

Arnold: Homecoming parade this Friday at 5:00 p.m. on Phoenix Street.

Klavins: No comment.

Burr: Road grader has been positioned at the Van Buren Trail which means that construction will start during the next week. MDOT will be placing gravel down and paving the 4 miles to the Van Buren State Park. Keep your eye on this development as this 3-year project should be concluded before the end of October.

12. Adjourn

Moved by Kozlik Wall, seconded by Patterson, to adjourn the meeting.

Voted Yes: All. Motion carried. Meeting adjourned at 7:42 p.m.

RESPECTFULLY SUBMITTED,



Kate Hosier
Deputy City Clerk

Approved by City Council: **DRAFT**

City Council

Special Meeting Workshop Minutes

Monday, September 21, 2015
5:30 p.m., Conference Room B



1. Call to Order by Mayor Burr At 5:33 p.m.

2. Roll Call

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

NOTE: Councilmember Clark Gruber joined the meeting at 5:52 p.m.
NOTE: Councilmember Vickiy Kozlik Wall joined the meeting at 6:21 p.m.

3. Approval of Agenda

Moved by Patterson and seconded by Klavins to approve the agenda.
Voted Yes: All. Motion carried.

4. Council will be asked to go into closed session pursuant to Michigan Open Meetings Act; Public Act No. 267 of 1976; MCL 15.268(h) to discuss two written legal opinions and MCL 15.268(d) to consider the purchase of property.

Moved by Fitzgibbon and seconded by Klavins to go into closed session pursuant to Michigan Open Meetings Act; Public Act No. 267 of 1976; MCL 15.268(h) to discuss two written legal opinions and MCL 15.268(d) to consider the purchase of property.

A Roll Call Vote was taken:

Yeas: Fitzgibbon, Klavins, Patterson, Burr, and Arnold

Nays: None

Motion carried. Council adjourned into closed session at 5:35 p.m.

5. Adjourn

Moved by Fitzgibbon, seconded by Patterson to close the Workshop Session.
Voted Yes: All. Motion carried. Workshop Session closed at 6:52 p.m.

RESPECTFULLY SUBMITTED,



Kate Hosier

Deputy City Clerk

Approved by City Council: **DRAFT**

CITY OF SOUTH HAVEN**October 05, 2015**

| | PREPAID | CURRENT | TOTAL |
|-----------------------------------|----------------------|----------------------|----------------------|
| 101-GENERAL FUND | \$ 134,470.95 | \$ 50,668.86 | \$ 185,139.81 |
| 202-MAJOR STREET FUND | \$ - | \$ 59.30 | \$ 59.30 |
| 203-LOCAL STREET FUND | \$ - | \$ - | \$ - |
| 204-STREET FUND | \$ 36.34 | \$ 718.75 | \$ 755.09 |
| 226-GARBAGE/REFUSE FUND | \$ - | \$ - | \$ - |
| 250-DOWNTOWN DEVELOPMENT | \$ - | \$ 2,623.58 | \$ 2,623.58 |
| 251-LDFA #1 | \$ - | \$ - | \$ - |
| 252- LDFA #2 | \$ - | \$ - | \$ - |
| 253-LDFA #3 | \$ - | \$ - | \$ - |
| 260-BROWNFIELD AUTHORITY | \$ - | \$ 5,239.63 | \$ 5,239.63 |
| 265-NARCOTICS UNIT | \$ 2,296.83 | \$ - | \$ 2,296.83 |
| 266-POLICE TRAINING | \$ - | \$ - | \$ - |
| 296-RIVER MAINTENANCE | \$ 100.00 | \$ 1,400.00 | \$ 1,500.00 |
| 363- CAPITAL BOND | \$ - | \$ - | \$ - |
| 370- BUILDING AUTHORITY #2 | \$ 238,137.50 | \$ - | \$ 238,137.50 |
| 371-CAPITAL BOND DEBT SERV | \$ 42,943.75 | \$ - | \$ 42,943.75 |
| 372-WATER PLANT FUND | \$ - | \$ - | \$ - |
| 395-DDA DEBT SERVICE | \$ - | \$ - | \$ - |
| 396- DDA DISTRICT #2 | \$ - | \$ - | \$ - |
| 401-CAPITAL PROJECTS | \$ - | \$ - | \$ - |
| 402-CAPITAL PROJECTS #2 | \$ - | \$ 50,867.19 | \$ 50,867.19 |
| 466- PAVILION AND ICE RINK | \$ - | \$ - | \$ - |
| 545-BLACK RIVER PARK | \$ 479.30 | \$ 11.79 | \$ 491.09 |
| 577-BEACH FUND | \$ 368.02 | \$ 3,611.79 | \$ 3,979.81 |
| 582-ELECTRIC FUND | \$ 8,356.24 | \$ 52,873.80 | \$ 61,230.04 |
| 591-WATER FUND | \$ 5,345.55 | \$ 16,528.36 | \$ 21,873.91 |
| 592-SEWER FUND | \$ 13,205.33 | \$ 16,153.57 | \$ 29,358.90 |
| 594-MUNICIPAL MARINA | \$ 1,113.45 | \$ 1,130.26 | \$ 2,243.71 |
| 636-INFORMATION SERVICES | \$ - | \$ 23.57 | \$ 23.57 |
| 661-MOTOR POOL | \$ 217.36 | \$ 10,286.22 | \$ 10,503.58 |
| 677-SELF INSURANCE | \$ - | \$ - | \$ - |
| 703-TAX FUND | \$ - | \$ - | \$ - |
| 718-TRUST & AGENCY | \$ - | \$ - | \$ - |
| 750-EMPLOYEE WITHHOLDING | \$ - | \$ - | \$ - |
| TOTAL | \$ 447,070.62 | \$ 212,196.67 | \$ 659,267.29 |

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------------|-------|------------------------------|------------------------------------------|-----------------|
| Bank 1 FIFTH THIRD BANK | | | | |
| 09/25/2015 | 52222 | A. VAN STENSEL & SON, LLC | APPRAISAL SERVICES | 400.00 |
| 09/25/2015 | 52223 | APPROVED PROTECTION SYSTEMS | ANNUAL FIRE EXTINGUISHER MAINTENANCE | 564.50 |
| 09/25/2015 | 52224 | ASPLUNDH TREE EXPERT CO | SPRAYING | 4,809.48 |
| 09/25/2015 | 52225 | BODTKE, CLAIRE L | UB refund for account: 20472006 | 397.30 |
| 09/25/2015 | 52226 | CDW GOVERNMENT INC | APC BACK-UPS | 233.90 |
| 09/25/2015 | 52227 | CITY PLUMBING & HEATING CO | MAINTENANCE AGREEMENT | 1,982.00 |
| | | | MAINTENANCE AGREEMENT | 1,030.00 |
| | | | | <u>3,012.00</u> |
| 09/25/2015 | 52228 | COMMUNITY ANSWERING SERVICE | ANSWERING SERVICES | 1,373.81 |
| 09/25/2015 | 52229 | COPS HEALTH TRUST | INSURANCE | 1,748.95 |
| 09/25/2015 | 52230 | CORE TECHNOLOGY CORP | ANNUAL PREMIUM MAINTENANCE | 1,968.75 |
| 09/25/2015 | 52231 | CULLIGAN WATER OF ALLEGAN | BOTTLED WATER | 57.75 |
| 09/25/2015 | 52232 | CUMMINS BRIDGEWAY, LLC | ANNUAL MAINT AGREEMENT ON STANDBY GENERA | 3,802.53 |
| 09/25/2015 | 52233 | DELTA DENTAL OF MICHIGAN | INSURANCE | 5,419.23 |
| 09/25/2015 | 52234 | DUCY'S GENERAL STORE | FLOWERS | 50.88 |
| 09/25/2015 | 52235 | ELWOOD STAFFING | STAFFING SERVICES | 2,034.40 |
| | | | STAFFING SERVICES | 851.20 |
| | | | | <u>2,885.60</u> |
| 09/25/2015 | 52236 | MARY ANN FRAZIER | MILEAGE REIMBURSEMENT | 87.40 |
| 09/25/2015 | 52237 | FRONTIER | TELEPHONE 269-637-5084-060311-5 | 275.66 |
| | | | TELEPHONE 269-639-8034-092904-5 | 40.93 |
| | | | TELEPHONE 269-637-8578-032095-5 | 57.83 |
| | | | TELEPHONE 616-040-3325-112972-5 | 58.39 |
| | | | TELEPHONE 269-637-3376-081214-5 | 62.69 |
| | | | TELEPHONE 269-637-2877-050814-5 | 59.69 |
| | | | | <u>555.19</u> |
| 09/25/2015 | 52238 | FUEL MANAGEMENT SYSTEM | FUEL | 3,893.03 |
| 09/25/2015 | 52239 | GAIL PATTERSON | MEAL & MILEAGE REIMBURSEMENT | 309.85 |
| 09/25/2015 | 52240 | GOSS, SEAN E | UB refund for account: 10014015 | 58.39 |
| 09/25/2015 | 52241 | GREAT LAKES COATINGS | SUPPLIES | 5,148.80 |
| | | | SUPPLIES | 3,978.80 |
| | | | | <u>9,127.60</u> |
| 09/25/2015 | 52242 | GREGORY'S PLASTIC FENCE | INSTALLATION OF HANDRAIL-BAILEY MUSEUM | 705.17 |
| 09/25/2015 | 52243 | HOME CITY ICE COMPANY, THE | ICE AT MARINA | 918.60 |
| 09/25/2015 | 52244 | HUBBELL, ROTH & CLARK INC | SOUTH HAVEN WWTP O&M MANUAL & AMP WWTP & | 11,308.80 |
| 09/25/2015 | 52245 | HUNT, JOYCE | UB refund for account: 13606006 | 31.07 |
| 09/25/2015 | 52246 | JANICE KUTCHA | BEACH PARKING REFUND | 9.00 |
| 09/25/2015 | 52247 | JENKS, MATT | UB refund for account: 20235200 | 95.71 |
| 09/25/2015 | 52248 | KELLY, LAUREN S | UB refund for account: 10071011 | 59.37 |
| 09/25/2015 | 52249 | KNOX, JARED | MILEAGE REIMBURSEMENT | 23.00 |
| 09/25/2015 | 52250 | LINCOLN NATIONAL LIFE INS CO | INSURANCE | 3,043.24 |
| 09/25/2015 | 52251 | MENARDS | MAINTENANCE SUPPLIES | 5.37 |
| | | | MAINTENANCE SUPPLIES | 24.47 |
| | | | MAINTENANCE SUPPLIES | 490.00 |
| | | | MAINTENANCE SUPPLIES | 47.96 |
| | | | | <u>567.80</u> |

| Check Date | Check | Vendor Name | Description | Amount |
|------------|-------|--------------------------------|------------------------------------------|-----------------|
| 09/25/2015 | 52252 | MICHIGAN GAS UTILITIES | NATURAL GAS 4776012-9 | 176.37 |
| | | | NATURAL GAS 4999209-2 | 13.67 |
| | | | NATURAL GAS 4713051-3 | 50.14 |
| | | | NATURAL GAS 4778754-4 | 37.25 |
| | | | NATURAL GAS 4709428-9 | 40.48 |
| | | | NATURAL GAS 5258805-0 | 71.69 |
| | | | NATURAL GAS 5290828-2 | 54.61 |
| | | | NATURAL GAS 5212286-8 | 17.16 |
| | | | NATURAL GAS 4716366-2 | 1,080.35 |
| | | | NATURAL GAS 4709495-8 | 951.98 |
| | | | NATURAL GAS 4717977-5 | 37.25 |
| | | | NATURAL GAS 5110094-9 | 52.27 |
| | | | NATURAL GAS 4714392-0 | 106.00 |
| | | | NATURAL GAS 4716744-0 | 39.30 |
| | | | | <u>2,728.52</u> |
| 09/25/2015 | 52253 | JOE MILLER | MEAL & ACCOMODATION REIMBURSEMENT | 649.76 |
| 09/25/2015 | 52254 | MURK, DENNIS | UB refund for account: 41004000 | 178.51 |
| 09/25/2015 | 52255 | NORTHERN FIRST AID | FIRST AID SUPPLIES - DPW | 98.59 |
| 09/25/2015 | 52256 | PLUMBER'S PORTABLE TOILETS | RENTALS | 440.00 |
| 09/25/2015 | 52257 | PRI MAR PETROLEUM INC | CARS WASHED | 22.50 |
| 09/25/2015 | 52258 | SMITH, GINGER | MILEAGE REIMBURSEMENT | 44.28 |
| 09/25/2015 | 52259 | STATE OF MICHIGAN | TURNING BASIN DREDGE PERMIT APPLICATION | 100.00 |
| 09/25/2015 | 52260 | SUMURI, LLC | RECON FOR MAC OS X TRAINING & CERT BUNDL | 2,004.98 |
| 09/25/2015 | 52261 | SURVALENT TECHNOLOGY | 1 YEAR GOLD TIER SOFTWARE SUPPORT | 1,060.00 |
| 09/25/2015 | 52262 | UNITED HEALTHCARE INSURANCE CO | HEALTH INSURANCE PREMIUMS-OCTOBER | 65,295.32 |
| 09/25/2015 | 52263 | US BANK | BOND PAYMENT | 281,081.25 |
| 09/25/2015 | 52264 | VAN METER & ASSOCIATES INC | WRITING WELL FOR PUBLIC SAFETY FORCES TR | 170.00 |
| 09/25/2015 | 52265 | VERIZON WIRELESS | CELL PHONES 486573081-00002 | 38.01 |
| | | | CELL PHONES 742053338-0001 | 353.00 |
| | | | CELL PHONES 486573081-00001 | 669.74 |
| | | | CELL PHONES 886568152-00001 | 1,138.96 |
| | | | | <u>2,199.71</u> |
| 09/25/2015 | 52266 | WAGENMAKER'S CONSTRUCTION | CENTER FOR THE ARTS ADA RENOVATIONS | 29,995.00 |
| 09/25/2015 | 52267 | WAGNER'S PLUMBING & HEATING | REPAIRS - SOUTH BEACH RESTROOM | 356.23 |
| | | | INSTALL WATER METERS - 855 MONROE BLVD | 188.21 |
| | | | | <u>544.44</u> |
| 09/25/2015 | 52268 | WARD, RICHARD D | UB refund for account: 13648900 | 62.19 |
| 09/25/2015 | 52269 | RON WASHEGESIC | ROD SEWER-38 N SHORE DR | 120.00 |
| 09/25/2015 | 52270 | WOLVERINE HARDWARE | MAINTENANCE SUPPLIES | 6.99 |
| | | | MAINTENANCE SUPPLIES | 10.49 |
| | | | | <u>17.48</u> |
| 09/25/2015 | 52271 | YUNKE, DENNIS | UB refund for account: 11005002 | 207.75 |

1 TOTALS:

Total of 50 Disbursements:

444,538.18

09/30/2015 10:46 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 09/26/2015 - 09/29/2015

Page: 1/1

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------------|-------|------------------------------------|---------------------------------|--------------|
| Bank 1 FIFTH THIRD BANK | | | | |
| 09/29/2015 | 52272 | ABSHIRE, ROBIN | REMOVED BUOYS FOR 2015 SEASON | 279.00 |
| 09/29/2015 | 52273 | AIRGAS USA, LLC | CYLINDER RENTAL | 54.56 |
| 09/29/2015 | 52274 | FRIEND OF THE COURT-KALAMAZOO CNTY | CASH BOND FLETCHER EARL CLARK | 500.00 |
| 09/29/2015 | 52275 | FRONTIER | TELEPHONE 269-639-3050-082313-5 | 637.01 |
| 09/29/2015 | 52276 | KIRSCH, GERALD | MEAL REIMBURSEMENT | 16.50 |
| 09/29/2015 | 52277 | MENARDS | MAINTENANCE SUPPLIES | 43.73 |
| | | | MAINTENANCE SUPPLIES | 42.37 |
| | | | | <u>86.10</u> |
| 09/29/2015 | 52278 | STATE OF MICHIGAN - MDEQ | WATER TESTS | 595.00 |
| 09/29/2015 | 52279 | UPLINK SECURITY LLC | MONTHLY SERVICE FEE | 7.45 |
| 09/29/2015 | 52280 | VAN BUREN COUNTY REGISTER | RECORDING FEE | 17.00 |
| 09/29/2015 | 52281 | KEVIN WILDEY | CLOTHING ALLOWANCE | 291.85 |
| 09/29/2015 | 52282 | WOLVERINE HARDWARE | MAINTENANCE SUPPLIES | 7.99 |
| | | | MAINTENANCE SUPPLIES | 39.98 |
| | | | | <u>47.97</u> |

1 TOTALS:

Total of 11 Disbursements:

2,532.44

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------------|-------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Bank 1 FIFTH THIRD BANK | | | | |
| 10/05/2015 | 52283 | ABONMARCHE CONSULTANTS INC | ENGINEERING ASSISTANCE MAINTENANCE DREDGING PERMIT SERVICES BLACK RIVER PARK - RBEG PARKING LOT | 4,918.75 1,400.00 2,000.00 <u>8,318.75</u> |
| 10/05/2015 | 52284 | ALEXANDER CHEMICAL CORP | 4164.86 | 4,164.86 |
| 10/05/2015 | 52285 | APPROVED PROTECTION SYSTEMS | ANNUAL FIRE EXTINGUISHER MAINTENANCE ANNUAL FIRE EXTINGUISHER MAINTENANCE ANNUAL FIRE EXTINGUISHER MAINTENANCE ANNUAL FIRE EXTINGUISHER MAINTENANCE | 59.30 115.70 837.70 137.60 <u>1,150.30</u> |
| 10/05/2015 | 52286 | AUTO-WARES GROUP | REPAIR/MAINT SUPPLIES- ACCT #23300720 REPAIR/MAINT SUPPLIES- ACCT #23300720 REPAIR/MAINT SUPPLIES- ACCT #23300720 | 24.18 2.19 4.11 <u>30.48</u> |
| 10/05/2015 | 52287 | AUTOZONE, INC | SUPPLIES | 18.48 |
| 10/05/2015 | 52288 | BBC DISTRIBUTING | MARINA SUPPLIES MARINA SUPPLIES | 105.00 185.24 <u>290.24</u> |
| 10/05/2015 | 52289 | BEAVER RESEARCH COMPANY | SUPPLIES SUPPLIES | 192.96 323.62 <u>516.58</u> |
| 10/05/2015 | 52290 | BIOCLEAN TEAM INC | BIOHAZARD CLEANING SERVICES | 230.00 |
| 10/05/2015 | 52291 | BRONSINK & BOS EQUIPMENT | PARTS | 317.79 |
| 10/05/2015 | 52292 | COMPASS MINERALS AMERICA INC | ROAD SALT | 43,698.70 |
| 10/05/2015 | 52293 | CONSUMERS ENERGY | ELECTRIC 1000 1414 0337 ELECTRIC 1000 1414 0568 ELECTRIC 1000 1414 0840 | 76.49 43.31 36.09 <u>155.89</u> |
| 10/05/2015 | 52294 | D A DODD, INC | BOILER TESTING & REPLACE PRV | 1,239.40 |
| 10/05/2015 | 52295 | DRUG & LABORATORY DISPOSAL INC | 229 ELKENBURG HAZARDOUS DRUM REMOVAL | 2,414.91 |
| 10/05/2015 | 52296 | EJ USA INC | SUPPLIES SUPPLIES | 6,116.35 5,061.75 <u>11,178.10</u> |
| 10/05/2015 | 52297 | FREDRICKSON SUPPLY LLC | BLOWER ASSY PARTS | 7,202.60 1,552.31 <u>8,754.91</u> |
| 10/05/2015 | 52298 | FRONTIER | TELEPHONE 231-189-0674-032599-5 TELEPHONE 269-637-9127-080204-5 | 2,357.10 83.50 |

| Check Date | Check | Vendor Name | Description | Amount |
|------------|-------|-------------------------------------|------------------------------------------|-----------------|
| | | | TELEPHONE 616-001-2946-100103-5 | 74.10 |
| | | | TELEPHONE 616-040-6480-021893-5 | 26.26 |
| | | | TELEPHONE 269-639-2048-112509-5 | 46.47 |
| | | | TELEPHONE 269-637-0261-052112-5 | 153.30 |
| | | | TELEPHONE 269-639-9531-040500-5 | 110.51 |
| | | | TELEPHONE 269-637-4778-082302-5 | 46.47 |
| | | | TELEPHONE 616-001-7480-082802-5 | 70.17 |
| | | | TELEPHONE 269-637-7926-011395-5 | 35.07 |
| | | | TELEPHONE 269-637-3649-041905-5 | 47.65 |
| | | | | <u>3,050.60</u> |
| 10/05/2015 | 52299 | GRAINGER | TOOLS | 175.00 |
| 10/05/2015 | 52300 | GREAT LAKES COATINGS | RENTAL OF SUPER SHOT | 1,250.00 |
| 10/05/2015 | 52301 | HUBBELL, ROTH & CLARK INC | SOUTH HAVEN WWTP O&M MANUAL & AMP WWTP & | 12,409.65 |
| 10/05/2015 | 52302 | J & L ORCHARD SUPPLY LLC | SUPPLIES | 21.00 |
| 10/05/2015 | 52303 | JENSEN'S EXCAVATING INC | CAMERA SEWER LINES | 525.00 |
| 10/05/2015 | 52304 | KENT POWER INC | 105 MS-J LOVEJOY - ALYWORTH | 44,722.95 |
| 10/05/2015 | 52305 | KIWANIS CLUB OF SOUTH HAVEN | 4 QUARTER DUES | 129.00 |
| 10/05/2015 | 52306 | KREIS,ENDERLE,HUDGINS & BORSOS PC | LEGAL SERVICES-LABOR & EMPLOYMENT MATTER | 286.00 |
| 10/05/2015 | 52307 | KROHN EXCAVATING, LLC | EXCAVATING FOR WATER/SEWER TAP-O'REILLY | 825.00 |
| 10/05/2015 | 52308 | LIQUID INDUSTRIAL WASTE SERVICE INC | 229 ELKENBURG NON-HAZARDOUS DRUM REMOVAL | 2,690.00 |
| 10/05/2015 | 52309 | MENARDS | MAINTENANCE SUPPLIES | 75.32 |
| | | | MAINTENANCE SUPPLIES | 16.19 |
| | | | MAINTENANCE SUPPLIES | 74.78 |
| | | | MAINTENANCE SUPPLIES - BOHN PLANT | 123.99 |
| | | | MAINTENANCE SUPPLIES - BOHN PLANT | 10.73 |
| | | | MAINTENANCE SUPPLIES | 56.93 |
| | | | MAINTENANCE SUPPLIES | 63.93 |
| | | | MAINTENANCE SUPPLIES | 17.94 |
| | | | MAINTENANCE SUPPLIES | 53.58 |
| | | | MAINTENANCE SUPPLIES | 38.88 |
| | | | MAINTENANCE SUPPLIES | 2.88 |
| | | | MAINTENANCE SUPPLIES | 11.99 |
| | | | MAINTENANCE SUPPLIES | 77.24 |
| | | | MAINTENANCE SUPPLIES | 11.34 |
| | | | MAINTENANCE SUPPLIES | 1.59 |
| | | | | <u>637.31</u> |
| 10/05/2015 | 52310 | MICHIGAN ELECTION RESOURCES | ELECTION SUPPLIES | 228.51 |
| 10/05/2015 | 52311 | MITCHELL & MORSE LAND SURVEYING | SURVEYING SERVICES FOR 1068 E. WELLS STR | 675.00 |
| 10/05/2015 | 52312 | POWER LINE SUPPLY CO | MAINTENANCE SUPPLIES | 3,136.93 |
| | | | MAINTENANCE SUPPLIES | 1,017.45 |
| | | | MAINTENANCE SUPPLIES | 2,458.58 |
| | | | MAINTENANCE SUPPLIES | 525.74 |
| | | | | <u>7,138.70</u> |
| 10/05/2015 | 52313 | PREFERRED PLUMBING, LLC | MARINA REPAIR | 223.50 |
| 10/05/2015 | 52314 | RIDGE AND KRAMER AUTO PARTS | MAINTENANCE SUPPLIES | 35.45 |
| | | | MAINTENANCE SUPPLIES | 186.05 |
| | | | MAINTENANCE SUPPLIES | 270.16 |
| | | | MAINTENANCE SUPPLIES | 194.24 |
| | | | | <u>685.90</u> |
| 10/05/2015 | 52315 | ROD'S PRINTS & PROMOTIONS | INSTALL GRAPHIS ON NEW SQUAD CARS | 722.00 |
| 10/05/2015 | 52316 | STANDARD ELECTRIC COMPANY | SUPPLIES | 266.56 |

| Check Date | Check | Vendor Name | Description | Amount |
|------------|-------|-----------------------------|------------------------------------------|------------------|
| | | | SUPPLIES | 182.43 |
| | | | SUPPLIES | 32.40 |
| | | | | <u>481.39</u> |
| 10/05/2015 | 52317 | STATE OF MICHIGAN | FULL SERVICE RADIO 04/01-09/30/15 | 100.00 |
| 10/05/2015 | 52318 | STATE OF MICHIGAN- MDOT | LOCAL PROGRESS BILLINGS - DYCKMAN BRIDGE | 23,506.44 |
| | | | LOCAL PROGRESS BILLINGS - DYCKMAN BRIDGE | 27,360.75 |
| | | | | <u>50,867.19</u> |
| 10/05/2015 | 52319 | TRACE ANALYTICAL LAB INC | CHEMICAL ANALYSIS | 365.00 |
| 10/05/2015 | 52320 | TRACTOR SUPPLY CREDIT PLAN | SUPPLIES ACCT#6035 3012 0321 1402 | 4.76 |
| | | | SUPPLIES ACCT#6035 3012 0016 6427 | 21.97 |
| | | | SUPPLIES ACCT#6035 3012 0016 6427 | 14.97 |
| | | | SUPPLIES ACCT#6035 3012 0016 6427 | 138.93 |
| | | | | <u>180.63</u> |
| 10/05/2015 | 52321 | US PUBLIC SAFETY GROUP INC | UNIFORMS | 206.95 |
| 10/05/2015 | 52322 | VAN BUREN COUNTY TREASURER | PERSONAL PROPERTY STATEMENTS | 587.73 |
| 10/05/2015 | 52323 | WAGNER'S PLUMBING & HEATING | REPAIRS - HURON ST RESTROOM | 80.98 |
| 10/05/2015 | 52324 | WEST, HEATHER L | UB refund for account: 40230006 | 16.33 |
| 10/05/2015 | 52325 | WOLVERINE HARDWARE | MAINTENANCE SUPPLIES | 33.43 |
| | | | MAINTENANCE SUPPLIES | 10.80 |
| | | | MAINTENANCE SUPPLIES | 5.36 |
| | | | MAINTENANCE SUPPLIES | 7.25 |
| | | | MAINTENANCE SUPPLIES | 2.70 |
| | | | MAINTENANCE SUPPLIES | 0.61 |
| | | | MAINTENANCE SUPPLIES | 58.05 |
| | | | MAINTENANCE SUPPLIES | 8.42 |
| | | | MAINTENANCE SUPPLIES | 16.01 |
| | | | MAINTENANCE SUPPLIES | 13.99 |
| | | | MAINTENANCE SUPPLIES | 11.02 |
| | | | MAINTENANCE SUPPLIES | 8.57 |
| | | | MAINTENANCE SUPPLIES | 193.92 |
| | | | MAINTENANCE SUPPLIES | 38.86 |
| | | | MAINTENANCE SUPPLIES | 24.29 |
| | | | MAINTENANCE SUPPLIES | 2.68 |
| | | | | <u>435.96</u> |

1 TOTALS:

Total of 43 Disbursements:

212,196.67

**South Haven Area Recreation Authority (SHARA)
Regular Meeting**

**Tuesday, July 21, 2015
7:00 p.m., South Haven Charter Township Hall**

MINUTES

1. Call to Order

Meeting Opened at 7:00 p.m.

2. Roll Call

Members Present: Mr. Ross Stein, Mr. Dennis Fitzgibbon, Mr. Dana Getman,
Dr. Robert Herrera

Absent: Mr. Mark McClendon

Guests: Mr. Brian Dissette, City Manager, City of South Haven
Mr. Lloyd Tippman, South Haven Charter Township
Planning Commission
Mrs. Jeanne Van Zoeren, Friends of the Blue Star Trail
Mr. John Adams, Friends of the Blue Star Trail
Mr. Tony McGhee, Abonmarche

3. Approval of Meeting Minutes:

May 19, 2015 Board Meeting: Motion by Getman, seconded by Fitzgibbon to approve the minutes as presented. All in favor, motion carried.

4. Approval of Agenda:

Motion by Fitzgibbon, seconded by Herrera to approve the agenda of the July 21, 2015 meeting. All in favor, motion carried.

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

6. Approval of the SHARA Finance Reports:

- a) The board discussed the SHARA Finance Report, noting the SHARA account now has a balance of \$116,186.77.

Dissette noted that SHARA recently received a donation of \$15,000 from the South Haven Resource Council for the Pilgrim Haven project. Dissette noted that the next SHARA Finance Report will reflect the donation.

Motion by Herrera, seconded by Fitzgibbon to approve the SHARA finance report. All in favor, motion carried.

- b) The board was updated on the SHARP account, which now has a balance of \$33,625.58.

7. SHARA Board was asked to consider approval of a professional services agreement with Abonmarche, in the amount of \$15,000, for services related to the Pilgrim Haven Natural Area development and grant administration.

The board was provided an engineering services agreement from Abonmarche, in the amount of \$15,000, for services related to the Pilgrim Haven Natural Area development and grant administration. Dissette described the services to be provided by Abonmarche and the need for professional services. McGhee described the services to be provided and noted that Abonmarche has significant experience in managing similar projects.

Motion by Getman, seconded by Fitzgibbon to approve the Abonmarche professional services agreement, in the amount of \$15,000, for services related to the Pilgrim Haven Natural Area development and grant administration. All in favor, motion carried.

8. SHARA Board was asked to consider approval of a professional services agreement with Abonmarche, in the amount of \$1,850, for services related to the submittal of a land acquisition grant for the SHARP Park Fields.

The board was provided an engineering services agreement from Abonmarche, in the amount of \$1,850, for services related to the land acquisition grant for the SHARP Park Fields. Dissette described the services to be provided which include survey, environmental testing and review, grant application narrative, wetlands delineation, and other services to be provided. McGhee described the services to be provided and noted that Abonmarche will work to provide preliminary information to the SHARA Board at the September meeting. McGhee noted the need for active review of the information to allow for the April 2016 grant submission.

Motion by Getman, seconded by Herrera to approve the Abonmarche professional services agreement, in the amount of \$1,850 for services related to the SHARP Park Fields land acquisition grant. All in favor, motion carried.

9. SHARA Board was asked to consider approval of a professional services agreement with Abonmarche, in the amount of \$11,000, for services related to the proposed improvements to the SHPS recreation fields.

The board was provided an engineering services agreement from Abonmarche, in the amount of \$11,000, for services related to the proposed improvements to the South Haven Public Schools (SHPS) recreation fields. Dissette noted that the SHARA Board had expressed interest in planning and funding improvements to the SHPS recreation fields, in an effort to create a playing field with better drainage. McGhee described the planned approach to the project and Abonmarche's commitment to minimizing the disruption to the field. Dissette noted that prior to implementing the improvements, the SHARA Board will need an agreement with the SHPS Board. Herrera noted that the SHPS Board is likely to support the project. Dissette noted the project will be funded by local private donations, of which \$75,000 has already been committed. Herrera noted that Abonmarche should consult the SHPS Engineer, Kevin Dee, for his input on the project.

Motion by Getman, seconded by Herrera to approve the Abonmarche professional services agreement, in the amount of \$11,000, for services related to the proposed improvements to the SHPS recreation fields. All in favor, motion carried.

10. SHARA Board was asked to review and offer comment on the proposed

signage for the Pilgrim Haven Natural Area.

Dissette asked the SHARA Board to provide input on the signage proposals for the Pilgrim Haven Natural Area. The sign proposals were developed by staff at the Southwest Michigan Land Conservancy (SWMLC). The sign proposals seek to implement the site plan requirements issued by the South Haven Charter Township Planning Commission and Township Board. SWMLC staff requested feedback and guidance from the SHARA Board. Getman offered suggestions on the sign proposal. The SHARA Board offered guidance on the preferred design. Dissette indicated that he would work with SWMLC staff to finalize the file.

11. SHARA Board received an update on the proposed partnership with the Friends of the Blue Star Trail pedestrian pathway project.

Van Zoeren presented information to the SHARA Board on the proposed Blue Star Trail pedestrian and bicycle pathway project. Van Zoeren noted that the trail project is intended to connect South Haven and Saugatuck via a 20 mile trail way. Van Zoeren and Adams described the Friends of the Blue Star Trail group as a group of volunteers working to develop the trail through a variety of local governments. Van Zoeren requested the SHARA Board's support in seeking a grant application to develop the trail from Baseline Road to the Kal-Haven Trail. McGhee noted that Abonmarche is willing to provide cost estimates to the SHARA Board at no cost. Dissette indicated that at the board's September meeting he will attempt to have the cost estimates prepared, the grant amounts developed, in an effort to allow the board to discuss the possible partnership.

12. Staff member comments:

No comments.

13. Board member comments:

Fitzgibbon noted his appreciation for the agenda and the items accomplished at the meeting.

14. Adjourn

Motion by Getman, seconded by Fitzgibbon to adjourn the meeting. All in favor, motion carried. The meeting was adjourned at 7:58 p.m.

Respectfully submitted by,

Brian Dissette
City Manager, City of South Haven

Zoning Board of Appeals

Regular Meeting Minutes

Monday, August 24, 2015
7:00 p.m., City Council Chambers



City of South Haven

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

2. Roll Call

Present: Boyd, Bugge, Miller, Paull, Stegeman, Wheeler, Lewis
Absent: None

3. Approval of Agenda

Motion by Paull, second by Boyd to approve the August 24, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – July 20, 2015

Motion by Miller, second by Stegeman to approve the July 20, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

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

None at this time.

6. New Business

Phillip Freeman of South Haven, MI is requesting a variance from Zoning Ordinance Section 2406 (Overlay Zone Landscaping) for his property at 807 LaGrange Street. The zoning ordinance requires landscaping on all sides which the applicant states is not possible with the property configuration. The parcel number for the property is 80-53-480-006-00.

Anderson stated that the applicant has talked with her about putting in potted trees or box trees because they could not comply with the overlay zone and have any usable property left. Anderson asked Larry Halberstadt, City Engineer about putting plantings in the Willow

Street parkway and he would allow that on the city right-of-way provided the plantings did not exceed 24 inches in height. Halberstadt also suggested that Anderson speak with Maria Munn at Michigan Department of Transportation (MDOT). When contacted, Munn said if that was something that the applicant was asked to do to get his variance she would work with him to design/plan something along LaGrange Street. Those would be two options for the applicant and the ZBA to consider. Anderson noted there is plenty of landscaping by the existing fence; it seems to be in good repair but needs to be trimmed and the fence painted to improve the appearance.

Paull asked about the specifications of the ordinance referred to and why the overlay zone requirements cannot be met. Anderson noted the overlay zone requires that any street frontage has to have a twenty-five foot (25') green space and this is a corner property, so there are two street frontages. This is also a triangular property and for those reasons the setback would just about take up the entire property. To comply with the requirements, the applicant would have to tear up pavement. Anderson noted that the board could make that a condition if they chose to do so.

Bugge asked about the two foot (2') height restriction on the state road, noting she understands that, but the whole strip along Willow Street is not part of a vision triangle. Bugge asked, "Since the city goes around planting things that are taller than two feet (2') is that something we could require?" Anderson reiterated what the city engineer stipulated and noted she would want the applicant to work with the city engineer to plan that area.

Bugge asked if the board can ask that the "volunteer" plantings along the fence be cleaned up. Bugge pointed out that the property is already paved to the property lines and wanted to know if a future owner/user would come in and tear up all the paving if there could be a caveat that they be required to comply with the overlay zone. Anderson responded that those are things that would take place if someone did a major change of use or redevelopment of the site. No matter who or what business goes in there this property is going to have to have variances. If they were compelled to meet the landscaping requirements there would not be room to park a car. To use this property as is or to completely clear it of paving and buildings would still require variances.

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

All in favor. Motion carried.

Lewis asked if the applicant would like to speak about his plans.

Phil Freeman, 18400 72nd Street, South Haven. Stated that he owns the property and has pictures showing how the property looks today including some of the improvements that were made, with flowers in pots and other flowers along the property.

The pictures were passed among the board members.

Freeman stated that from his perspective, as far as appearance, this property has been that way for he does not know how many years. Freeman has owned it for about three (3) years. The applicant stated that he does not see where, other than the back of the building or along Willow Street, much could be done. Suggested placing some low junipers that would not

grow very high, that would not obstruct the view of people coming down Willow or LaGrange. Freeman stated that his property, with the current landscaping, looks pretty similar to what is in the area and is zoned the same.

Lewis asked what hardships you would encounter if we were to force you to comply with the current zoning. Freeman responded that he does not know what the cost would be. Lewis explained that the board does not care about cost; he is referring to hardships concerning parking or doing business. Freeman responded that if he were to comply with the overlay zoning, he would not have room for parking and would not be able to do business. Freeman added that he is not aware of whether other properties in the area have had to comply with the overlay zone.

Paull explained that the subject property is in the overlay zone we have designed in the interest of an approachable visual entrance to the city, which is why your property is tied up in that. Paull noted that the argument that the property has been that way for years; that does not mean it should or that it is good.

Paull explained to the applicant, "As we deliberate this, keep in mind that you are caught in the transition, and you and the other properties along LaGrange are all part of that transition."

Bugge asked if the pavement is into the right-of-way. Freeman stated that he has no idea whether the paving is into the right-of-way or not and noted, "We measure where the grass goes and it is in the city easement and beyond that is asphalt." Anderson pointed out that the overlay zone picture for the green belt, created by the city mapping system, shows the property line going right along that curb. Lewis commented, "Excellent; that kind of helps us with that." Paull noted he would be concerned with knowing where his property lines are.

Freeman asked when the ordinance passed to change the zoning. Bugge stated that according to her notes first reading was October 30th but does not know what year. Anderson stated the year was 2013.

Lewis stated he is not as concerned about the Willow Street frontage as he is the LaGrange Street frontage because the LaGrange frontage is what you see as you come into town.

Paull told the applicant he is concerned with where the right-of-way ends because "Your paving probably extends into city property." Anderson said that is why Maria Munn with Michigan Department of Transportation (MDOT) said she would work with him regarding where, how and what plantings would be acceptable to the Michigan Department of Transportation (MDOT).

Freeman said on LaGrange there are two access curb cuts to go from the parking lot to LaGrange so anything planted in that area would have to be low to not obstruct visibility for people coming down LaGrange.

Bugge clarified that her reason for asking was that other properties have encroached on the right of way and found out to their dismay.

The public hearing was closed by motion.

All in favor. Motion carried.

Lewis said he thinks along LaGrange we ought to be somewhere in between as far as the greenbelt requirement. Paull asked, "Five (5) feet? Eight (8) feet?" Lewis stated he is thinking more like ten (10) feet.

Bugge talked about requiring some tubs of higher plantings, and does not think that putting something in the parkway would work well because they will get walked on in good weather and snowplowed in winter. Lewis said, "If he does planters on the asphalt, " and Boyd interjected, "Then height doesn't matter." Bugge agreed that was what she meant. Lewis said, "Close to the road snowplows have a nasty way of taking those right out," to which Bugge responded, "But we do plant trees along the curb once you are outside of the clear vision area." Anderson noted that some planters could be placed along Willow. Lewis stated that planters could be placed all along the property line to which Bugge agreed.

Lewis likes the idea of not forcing the applicant to tear up the asphalt until it becomes necessary to tear it up for a future change of use. Boyd stated that he likes that idea, calling it a conservative approach, and agreeing, "If the property were redeveloped then we could look at that."

Boyd explained about the horse troughs used as planters at Joe's Bar stating, "We trim them in the fall and they come back in the spring."

Lewis asked if the overlay talks about how many trees are required. Boyd said the requirements of being approved by MDOT and city engineer precludes that discussion. Bugge said there may be an issue with planting in the right-of-way.

Bugge asked, "What were the planters you used?" Boyd responded, "We used horse troughs and put them up on bricks to make them tall enough. We put tall grasses and some plants with colorful leaves. Flowers didn't work so well; the children picked them." Boyd added that this seems like a reasonable plan; it does break up all the asphalt; it increases the property value, "So my fellow members of the board who are better at wording, I'm asking you to step up."

Bugge asked the length of the property along LaGrange. Paull stated that the board cannot be sitting here and designing a landscape plan. Anderson said the length is two hundred twenty-eight feet (228') and the overlay zone does have requirements about how many trees and shrubs are required.

Discussion of the length of horse troughs ensued as well as other type of planters that have been done. Lewis said along Willow and LaGrange having the required plantings in planter boxes or they could stick them in the ground, but the green space does not have to be more than five feet (5').

Bugge read the requirements, "Two (2) shade trees and three (3) ornamental trees for every one hundred feet (100'). That would be ten (10) trees in two hundred feet (200'). Lewis said we do not need to include shade trees. Boyd noted that she is talking about density. Bugge asked if the requirement is five (5) per so many feet, whether a certain number of planters could be required.

Wheeler asked if it would be easier to come up with a number of trees or shrubs and let the city engineer or MDOT help them. Anderson explained that as long as the planters/plantings are not in the public right-of-way those entities will not come into play.

Boyd asked about how many lamp poles and suggested putting one planter for every light pole. Bugge said that is another issue and explained she is just trying to get an idea of how many.

Lewis noted that once you start removing asphalt you could remove most or all.

Freeman stated that in the past, in the parking area, if you put them on the asphalt, whether you put planters or trees, people have hit the posts already and knocked them over to the extent they had to be straightened out and concrete put around them. Other places we were required to put trees close to the street and now they are making us remove them because people could not see when backing out. If you want to do trees, he does not know about the height restriction.

Lewis explained the board is not talking about the right-of-way so the height restriction goes out the window. Boyd said the ones he saw at the Vineyard last night were just huge half barrels, painted and planted with some kind of evergreens.

Bugge noted everything requires maintenance and care over time and asked, "This is a detailing shop so isn't it a low traffic type of business?" Bugge also pointed out that people need to be careful; they are not drinking or anything. She commented, "It is just the nature of the beast; maintenance is just something that has to be done."

Freeman suggests because of the lateness in the year, if we plant flowers now, in a month or so they will be gone. He would like to be able to do flower planting in the spring. We could put the pots there and then put the flowers in during the spring.

Bugge said it would be nice if something could be there year around. "The object is to landscape parking lots, so if you are coming in the main street you see something nicer than just cars and pavement. An evergreen in a barrel to which you add flowers in the springtime; you are establishing a nice tone for the area. That is the purpose of the ordinance."

Wheeler asked what the magic number is to which Lewis responded that it should match the ordinance. Boyd pointed out that you could group several pots in two (2) groups of three (3) and one (1) of four (4) for a total of ten (10). Lewis said, 'I can't see putting shade trees in pots, but some sort of evergreens for the winter everywhere except in the visual impairment area.'" Bugge noted from driveway edge to driveway edge could go without plantings.

Lewis asked about the fence maintenance. Anderson said the fence and shrubs on this property should be trimmed, painted and maintained. Lewis asked what defines "maintained" to which Anderson responded that the ordinance just says that it should be well maintained.

Anderson added if you make a motion that includes landscaping you should include a date by which things need to be completed.

Lewis stated he would like to see the planters out there right away and the required evergreens put in. As far as any hardwood, to get a full season, Lewis could see that being planted in the spring. Bugge asked, "What about seasonal flowers or grasses?" to which Lewis responded, "That, too."

Motion by Bugge to grant a variance for the landscaping of the property subject to installing five (5) planters for each one hundred feet (100') along Willow and LaGrange Streets which will include annual interest and some type of evergreen to add height to least five feet (5') tall. Should the property be redeveloped or expanded there would need to be application for a different variance. Existing fence and plantings on the property to be painted and repaired as necessary.

Lewis asked about adding exceptional conditions such as: It is a unique lot; a corner lot; complying completely would make it nearly impossible to do business on this lot.

Second by Miller.

Paull stated that he is going say something and asked Mr. Freeman if he has an idea of what the board is looking for. Freeman said he does but wonders about the curb cuts and whether it will impair the visuals of people pulling out. Lewis said, "You don't have to evenly space them; you can space them so you cannot impair the visual."

Bugge asked how many cars at a time are expected. Freeman said, "It used to have thirty (30) cars on it for the used car lot; it couldn't go back to that with these requirements." Anderson noted that not all lots that are listed for a zoning district work for every use. "Not every type of business listed will fit or work on every lot in that district." Anderson agreed the lot would not be able to have thirty (30) cars parked on it again under the overlay zone ordinance.

Lewis said we are getting away from our discussion here and Anderson agreed.

Wheeler said Anderson is making a good point. "Just because a lot is zoned for a certain use does not mean that we have to make it work for that. A detail shop running three (3) cars at a time would work just fine." Lewis said, "A Ford dealership wouldn't work," to which Wheeler responded he would recommend they find somewhere else.

Bugge noted that the planters are movable and can be clustered to accommodate various uses.

Paull said, "It feels to me is that we are trying, as a board, to create a camel without actually seeing it." He feels Mr. Freeman understands what we are looking for; some kind of plantings to meet the ordinance and asked if the applicant can he come back in a month and show the board, "This is what I want to do."

Wheeler said he likes that idea, noting, "I am starting to feel like some kind of an exterior decorator."

Paull said, "I know I'm blind but trying to actually do something while blind is something else." Paull expressed his feeling that Freeman understands what the board is looking for; some plantings, some planters, and so forth.

Lewis asked if that is acceptable to Mr. Freeman to which Freeman said, "Yes, as long as the detail shop can continue to operate during that time." Bugge asked if the shop is already operating and Freeman said that it is. Paull said the problem with the overlay zone is it is going to cause these kinds of problems all along the entrance streets to the city and we need to give people the opportunity to participate."

Motion by Paull to table the discussion until the next regular meeting.

Bugge asked, "What about the motion on the floor?" to which Lewis responded that it can remain on the table and be amended at a later time.

Second by Boyd.

All in favor. Motion carried.

7. ZBA Rules of Procedure, as amended

Anderson said this doesn't require any action; they approved this amendment at the last meeting, adding Section 4.8 requiring that the applicant or his/her representative must be present for the board consider a request or to take action.

Wheeler asked for confirmation that this is just to show us that it's on the books which confirmation was given by Anderson.

Bugge said, "This ordinance we are dealing with on this variance; our book hasn't been updated in a long time." Anderson said the up to date ordinances are available online. Bugge asked if the board members are noticed when it is updated and Anderson said no. Bugge said it would be nice for those who still use books.

Wheeler said it would be really nice that people who are looking for landscaping ordinance variance could come in with some sort of plan. Paull said when someone comes in and wants exemption from a landscaping issue, he would like to see them come in with a plan and say, "I can't comply with the ordinance but I can do this." Bugge noted, "Or, is this sufficient?" Wheeler gave an analogy to illustrate and the board agreed they would like to have something before them along with a variance request.

8. Commissioner Comments

There were none.

9. Adjourn

Motion by Paull, second by Boyd to adjourn at 7:53 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Planning Commission

Regular Meeting Minutes Thursday, September 3, 2015 7:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

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

Motion by Heinig, second by Miles to excuse those who did not answer the roll call.

All in favor. Motion carried.

3. Approval of Agenda

Motion by Heinig, second by Peterson to approve the September 3, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – July 9, 2015

Motion by Heinig, second by Peterson to approve the July 9, 2015 regular meeting minutes as written.

All in favor. Motion carried.

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

None at this time.

6. New Business – Site Plan Review

Vernon Julian requests site plan approval to operate an impound lot in the industrial zone. There will be no new construction and the applicant intends to use an existing building on the True Blue property at 1301 M-43. The only improvement will be a 15,000 square foot fenced area for vehicles that are impounded.

Anderson reviewed the background of the request, noting that this is an allowed use in this zone with planning commission review; that she has received no comments or complaints from the neighbors. Anderson believes the Planning Commission should waive the paving requirement; the city engineer agreed that would be unnecessary and would create more pervious surface in that zone. One point Anderson needs clarification on; the lot line on the aerial photo and drawing do not seem to agree with one another. Anderson wondered if the fence is on the property line and if the fenced area is rectangular.

Anderson noted that someone from the neighboring business came in and mentioned to us that there was an impoundment yard being operated. That was how the city found out about it; Anderson believes the applicant was unaware that he needed this review. Discussion ensued regarding the neighboring business and their complaint.

Paull asked if Anderson had gotten the clarification on the questions she had; Anderson responded that she had not and that she hoped for the applicant to clarify that tonight.

Peterson questioned, "The neighboring business told you about it but they were cool with it?" Anderson responded that, yes, the neighboring company just wondered if the impoundment yard was using part of the fence that belonged to Do-It. Anderson said that she told the complainant that such issues needed to be cleared up between the two parties but the use did need planning commission approval.

Vernon Julian, After Hours Towing, 1301 M-43 Highway #10. Julian stated he did have the property surveyed and the fence belongs to True Blue Farms, the fence is very close to the property line, and that he attached additional fencing to the existing fence.

Paull asked about the discrepancy between the drawing and the aerial view to which Julian responded that he is not sure about the reason the fence runs on an angle. The aerial looks straight but if you look at the survey it goes on an angle, which he attempted to indicate with his drawing. Julian also pointed out that it appears that the side property lines on several of the Blue Star Highway properties run on a similar slant. Anderson noted that may be due to the way Blue Star Highway curves in this area.

Paull asked what the parking lot surface is right now to which Julian responded that it is gravel and grass; Julian has been told that a bunch of fill was brought in there at one time.

Heinig asked if the shape of the fenced area is a rectangle. Julian explained that it should have been but it is off a little bit; the front part facing Blue Star is narrower than the rear part. Peterson said it is mostly rectangular and noted that he drove out and looked at it. Julian explained that he just made the fenced enclosure based on the size of the fencing which he got at a good price. Julian noted that if the county cooperates, most cars will be a sixty (60) to ninety (90) day turnaround but in some cases Van Buren County will come and get the vehicles so it is not a real eyesore for anyone else.

Anderson asks that there be two stipulations if the request is approved: 1.) Waive the paving for the parking area and 2.) If this area is enlarged in the future the applicant needs to come back to the Planning Commission for further approval.

Heinig motion to approve the site plan with the stipulation that hard surfacing and landscaping be waived and any expansion of the lot be returned to the Planning Commission for further approval. Second by Miles.

All in favor. Motion carried.

7. Other Business – None

Paull explained that at a recent Zoning Board of Appeals (ZBA) meeting no one was present to discuss it from the applicant's side which made it difficult to make a decision since no one was there to make the argument or answer questions. The ZBA changed their bylaws to simply state that the applicant or a representative need to be present or the request would be set aside until the next meeting. Paull asks that on the next agenda we consider this for discussion. The members agreed.

Anderson said the ZBA voted to add that; the by-laws may be revised at any time.

8. Commissioner Comments

Peterson: No comment.
Webb: Happy Dave Paull was here.
Heinig: No comment.
Miles: No comment.

9. Adjourn

Motion by Heinig, second by Peterson to adjourn at 7:16 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Fiscal Year July 2014 to June 2015

*Grand Total Clients: Total number of unduplicated Clients

in the database for each Township.

| | 1st qrt | 2nd qrt | 3rd Quarte | 4th Quarte | Year End |
|-------------|------------|------------------------|------------------------|------------------------|--------------------------|
| City or Twp | Jul - Sept | Oct - Dec | Jan - Mar | Apr - June | June 2014 - July 2015 |
| Almena | 139 | 150 | 160 | 171 | 171 |
| Antwerp | 390 | 334 (+Lawton 72) | 336 (+Lawton 73) | 342 (+Lawton 87) | 342 (+Lawton 87) |
| Arlington | 390 | 394 | 395 | 402 | 402 |
| Bangor City | 486 | 496 | 506 | 508 | 508 |
| Bangor Tw | 342 | 344 | 344 | 353 | 353 |
| Bloomingsd | 151 | 156 | 159 | 161 | 161 |
| Covert | 416 | 427 | 421 | 430 | 430 |
| Columbia | 751 | 754 | 758 | 757 | 758 |
| Decatur | 136 | 133 | 149 | 154 | 154 |
| Geneva | 596 | 602 | 608 | 610 | 610 |
| Gobles | 53 | 57 | 53 | 53 | 53 |
| Hamilton | 57 | 58 | 58 | 60 | 60 |
| Hartford Ci | 134 | 147 | 146 | 148 | 148 |
| Hartford Tw | 118 | 120 | 127 | 127 | 127 |
| Keeler | 63 | 64 | 66 | 66 | 66 |
| Lawrence | 175 | 179 | 179 | 183 | 183 |
| Paw Paw | 487 | 492 | 528 | 544 | 544 |
| Pine grove | 72 | 73 | 75 | 80 | 80 |
| Porter | 107 | 108 | 109 | 113 | 113 |
| South Have | 1456 | 1487 | 1500 | 1536 | 1536 |
| South Have | 749 | 791 | 796 | 821 | 821 |
| Waverly | 101 | 106 | 121 | 127 | 127 |
| Total | 7369 | 7138 | 7258 | 7404 | 7405 |

Fiscal Year July 2014 to June 2015

Total Seniors Contacted: Total Unduplicated seniors who participated in Activities, Carewatch and volunteered from each Township

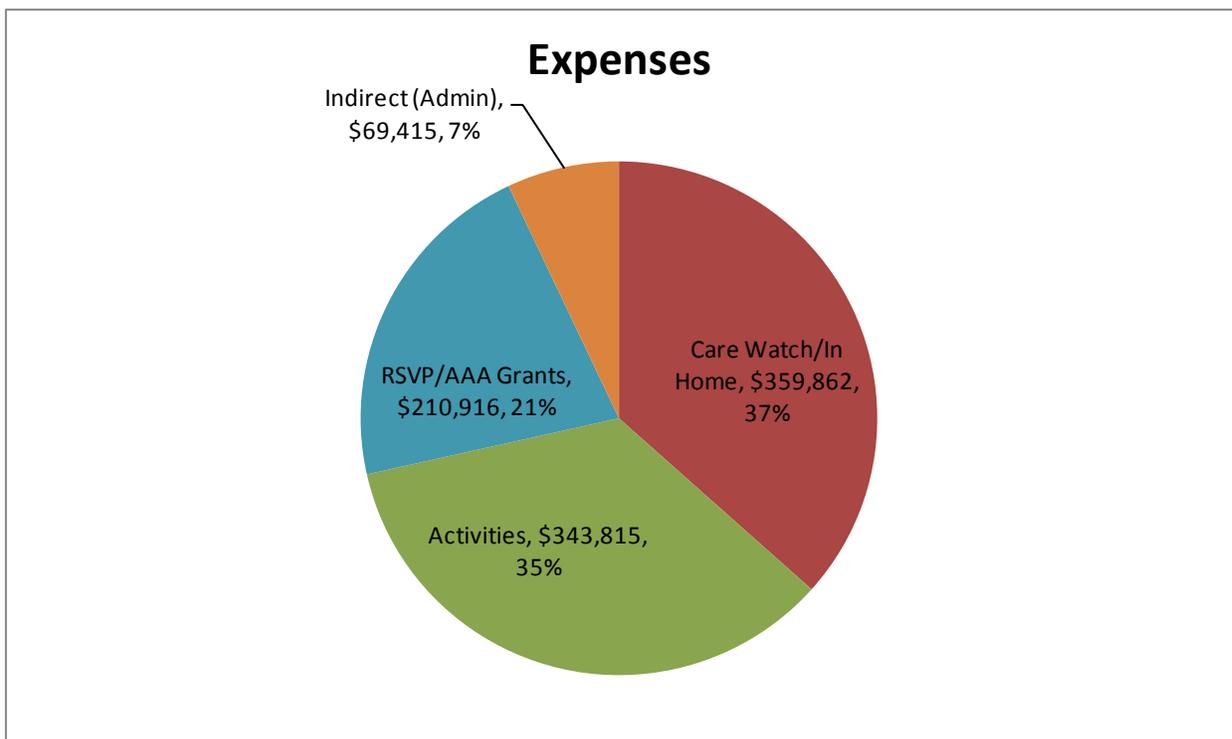
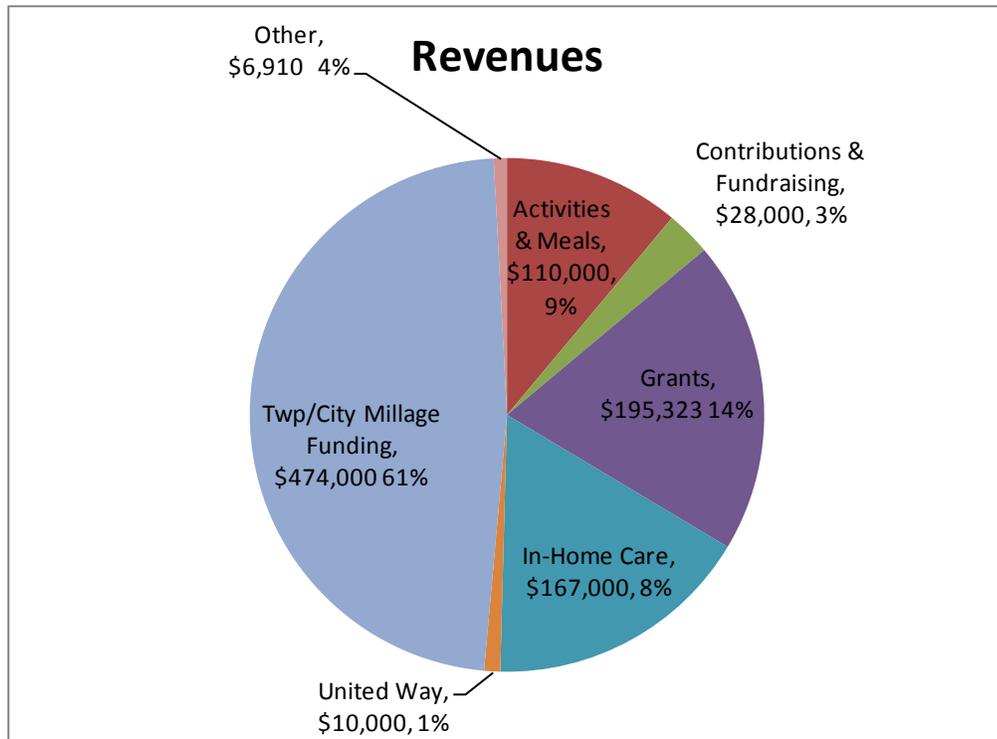
| | 1st qrt | 2nd qrt | 3rd Quarte | 4th Quarte | Year End |
|-------------|------------|-----------------------|-----------------------|-----------------------|------------------------|
| City or Twp | Jul - Sept | Oct - Dec | Jan - Mar | Apr - June | July-14 to |
| | | | | | Jun-15 |
| Almena | 56 | 36 | 45 | 40 | 89 |
| Antwerp | 173 | 78 (+Lawton 27) | 61 (+Lawton 26) | 64 (+Lawton 26) | 141 (+Lawton 44) |
| Arlington | 67 | 53 | 28 | 42 | 77 |
| Bangor City | 162 | 60 | 51 | 62 | 124 |
| Bangor Tw | 73 | 39 | 28 | 38 | 76 |
| Bloomingsd | 90 | 37 | 28 | 37 | 70 |
| Covert | 177 | 45 | 31 | 62 | 114 |
| Columbia | 143 | 71 | 38 | 60 | 124 |
| Decatur | 80 | 34 | 24 | 27 | 57 |
| Geneva | 160 | 85 | 66 | 88 | 169 |
| Gobles | 30 | 15 | 6 | 10 | 17 |
| Hamilton | 36 | 7 | 5 | 8 | 21 |
| Hartford Ci | 71 | 36 | 21 | 26 | 57 |
| Hartford Tv | 63 | 19 | 23 | 27 | 47 |
| Keeler | 14 | 6 | 3 | 7 | 15 |
| Lawrence | 72 | 32 | 19 | 31 | 63 |
| Paw Paw | 259 | 137 | 154 | 139 | 283 |
| Pine grove | 38 | 7 | 7 | 13 | 22 |
| Porter | 50 | 21 | 21 | 25 | 44 |
| South Have | 687 | 333 | 243 | 302 | 654 |
| South Have | 370 | 194 | 157 | 220 | 393 |
| Waverly | 56 | 31 | 29 | 31 | 64 |
| Total | 2927 | 1298 | 1027 | 1295 | 2580 |

- **Through our Care Watch Program, Activities and Volunteer Program, Senior Services has served over 2,500 seniors.**
- **The total number of activities seniors in each township participated in is over 69,000 occurrences.**
- **329 Seniors volunteer for Senior Services under the Retired and Senior Volunteer Program (RSVP).**
- **Seniors donated 33,743 hours of service this year with these hours worth \$650,468.**
- **Senior Services provided over 2,400 hours of service to seniors under the Care Watch program.**
- **Care Managers assisted in filling out medical and food benefit applications equaling \$1,400.**
- **Senior Services provided over 950 Medicaid and Medicare counseling hours for the MMAP and appeared on the “Top Ten” MMAP list five consecutive months.**
- **Hearts at Home, Senior Services’ In Home Care Program, served 49 clients with 20 workers providing 22,729 hours of care with a 60% increase during the last quarter.**

- The Ride Easy Program provided 544 rides to seniors needing medical care.
- County-wide, Senior Services provided 13,962 lunches to seniors.
- Over 1,072 dinners were served in the South Haven and Grand Junction locations.
- Senior Services did 57 home repairs to seniors in need and 69 chores were completed.
- Under the Retired and Senior Volunteer Program (RSVP), Senior Services awarded the “Partner of the Year” Award to Van Buren County United Way Program.
- RSVP has over 25 partner agencies and community non-profits where we place volunteers to help the respective community and agency.

Senior Services continues to grow even in difficult times due to some funding losses. Senior Services staff managed to end this fiscal year on a sound note.

July 01, 2014—June 30, 2015 Financial Statement



2014/15 Board of Directors

Cheri Brenner/Pat Winston, Chairman, Member at Large

James Abshagan, Vice Chairman, Decatur Twp

Laura Beckwith, Secretary, Columbia Twp

Doug DeLeo, Treasurer, Arlington Twp

Regina Hoover, Bangor Twp

Cindy Cain, Bloomingdale Twp

Clare Olney, Geneva Twp

Joyce Kovacevich, Porter Twp

Karen Kiry, South Haven Twp

Lois Towne, Waverly Township

Dick Curtis, Member at Large

Mark Thomas, Member at Large

Executive Director—Jennifer Carver

Assistant Director and RSVP Director—Diane Rigozzi

**Senior Services
Central Administration Office
1635 76th Street
South Haven, MI 49090
269-637-3607
Toll Free 1-866-627-8904**

www.ss-vbc.org



Carasta Group
Garden Tea Party
7-15-15



Photo Imaging by Tom



Senior City
Kayak Adventure
July 22, 2015

Photo Imaging by Tom



Agenda Item # 7

1068 East Wells Street Property Purchase

Background Information:

The City Council will be asked to consider Resolution 2015-43, a resolution which authorizes the city's staff to proceed with the purchase of the property located at 1068 East Wells Street. Further, the resolution, if approved, authorizes the use of a loan agreement between the City of South Haven and South Haven Area Emergency Services (SHAES) to finance the property purchase.

The property at 1068 East Wells Street is approximately two acres of land which sits adjacent to the city's Police/Fire Complex. The home has been owned by the Dykstra family for several decades. Mr. Sherm Dykstra was a longtime South Haven firefighter and supporter of SHAES. Recently, the family vacated the home, in an effort to arrange medical care for Mrs. Jean Dykstra. At the time the home was vacated, Mr. David Dykstra (son and Sherm and Jean) contacted the city to propose the sale of the property. The Dykstra family is seeking \$127,200 for the property, which is based on the city's assessed value. For the past several decades the Dykstra family was an excellent neighbor to the Police Department and SHAES. The city's staff has concerns about a future property owner struggling to accept the 24 hour operation of these departments, and sees this opportunity to acquire the property for potential future expansion of public safety services.

At the September 2, 2015 regular meeting the SHAES board approved a motion to finance the city's purchase of the property at 1068 East Wells Street. The SHAES board discussed the importance of acquiring the property to allow for the future expansion of the public safety complex. The board approved a loan agreement which allows a 5 year term at 1.00% interest.

For the property purchase and loan agreement to progress, the City Council should consider approval of Resolution 2015-43. The resolution authorizes the Mayor and City Clerk to sign the property purchase agreement. Further, the resolution authorizes the Mayor and City Clerk to sign the loan agreement with SHAES. Finally, the resolution authorizes the City Manager to take any action needed to complete the transactions - meaning the purchase agreement and loan agreement, including signing the mortgage and promissory note in a form acceptable to the city's attorney.

Recommendation:

The City Council should consider approval of Resolution 2015-43, a resolution which authorizes the city's staff to proceed with the purchase of the property located at 1068 East Wells Street and authorizes the use of a loan agreement between the City of South Haven and South Haven Area Emergency Services to finance the property purchase.

Support Material:

Resolution 2015-43
1068 East Wells Street Purchase Agreement
1068 East Wells Promissory Note
1068 East Wells Street Loan Agreement
Loan Agreement Analysis
1068 East Wells Street Property Survey
1068 East Wells Street Property Location Map (Aerial)
1068 East Wells Street Title Commitment
SHAES Meeting Minutes
Dykstra Family Correspondence

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2015-43

A RESOLUTION APPROVING PURCHASE AND FINANCING FOR PROPERTY
LOCATED AT 1068 EAST WELLS STREET

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on October 5, 2015 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the owner of real property commonly known as 1068 East Wells Street (the "Property") has offered to sell the Property to the City; and

WHEREAS, the Property is located next to a fire station operated by the South Haven Area Emergency Services Authority ("SHAES") and is well situated for accommodating any future expansion to the fire station; and

WHEREAS, SHAES has offered to provide financing to facilitate its purchase by the City, and the City Council has determined that purchasing the Property is in the public interest.

THEREFORE, BE IT RESOLVED, that the City Council approves and authorizes the Mayor and Clerk to sign the Purchase Agreement attached as **Exhibit 1**; and

BE IT FURTHER RESOLVED, that the City Council approves and authorizes the Mayor and Clerk to sign the Loan Agreement attached as **Exhibit 2**; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to take any action necessary to complete the transactions contemplated in the Purchase Agreement and Loan Agreement, including signing a mortgage and promissory note in a form acceptable to the City Attorney.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on October 5, 2015, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

Amanda Morgan,
Clerk City of South Haven

EXHIBIT 1
PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this ____ day of October, 2015 (the "Effective Date"), between _____ (the "Seller"), of _____ and the **City of South Haven**, a Michigan municipal corporation (the "Purchaser"), of 539 Phoenix Street, South Haven, MI 49090.

RECITALS

- A. Seller owns the real property and improvements located at 1068 East Wells Street, South Haven, Michigan 49090, Tax Parcel No. 80-53-870-017-00, as legally described on the attached **Exhibit A** (the "Property").
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, 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. Property Conveyance and Acquisition. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the Property.
2. Purchase Price. The price for the purchase of the Property shall be One Hundred Twenty-Seven Thousand Two Hundred Dollars (\$127,200.00) (the "Purchase Price"), payable at closing.
3. Conveyance. At the closing, the Seller will convey good and marketable title to the Property to the Purchaser by a warranty deed, free and clear of any and all mortgage liens and other liens (other than real estate taxes and assessments not yet due and payable), and subject only to easements of record, use restrictions, and the exceptions that are shown by the title insurance commitment and that do not impair the marketability of title.
4. Title Insurance. Purchaser has obtained and is satisfied with the commitment for a title insurance policy for the Property.
5. Survey. Purchaser, at its option, may obtain an updated survey of the Property at its own expense, and the Seller will cooperate with the surveying process.
6. Inspections. Purchaser, at its option, may at its own expense have the physical condition of the Property inspected.
7. Taxes and assessments. The Seller will pay all special assessments on the Property that are assessed on or before the Closing Date. The Purchaser will pay all special assessments that arise after the Closing Date. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to the year of closing will be paid by the Seller without proration. Taxes first billed in the year of closing will be prorated so that Seller will pay taxes from and including January 1 of the year of closing to and excluding the date of closing. Purchaser will pay taxes for the balance of the year of closing, including the day of closing. If any bill for taxes is not issued as of the date of closing, the previous year's tax bill will be substituted and prorated.
8. Possession. Seller shall deliver possession of the Property at Closing.
9. Closing. The "Closing" means the coming together of the Purchaser and the Seller to sign documents, exchange the purchase price for a warranty deed, and to otherwise consummate the transaction that is contemplated by this Agreement. The closing will be held at a mutually agreeable time and place as soon as practical after all closing conditions are satisfied or waived, but not later than thirty (30) days after the Effective Date (the "Closing Date"). On the Closing Date, Seller shall deliver to Purchaser the following documents: (i) a warranty deed to the Property in form acceptable to Purchaser and the title company, (ii) real estate transfer valuation affidavit, (iii) an affidavit of non-foreign status executed by the Seller, (iv) an owner's affidavit in the form prescribed by the title company, and (v) any other documents reasonably necessary or legally required to complete and evidence the transaction

contemplated by this Agreement and/or to establish that the Property is free and clear of all liens and encumbrances. In addition the Seller and Buyer shall execute and deliver to each other a closing statement related to the sale and purchase of the Property in a form reasonably satisfactory to both.

10. Closing Costs. Purchaser shall pay all closing costs, including but not limited to (i) the cost of recording the warranty deed, (ii) all documentary, intangible, transfer and other taxes, if any, with respect to the warranty deed, (iii) the cost of the title commitment and the premium for an owner's policy of title insurance to be provided pursuant to Section 4 hereof, and (iv) any closing fee charged by the title company.

11. Real estate brokers. The parties represent to each other that no real estate brokers are involved in this transaction. Each party indemnifies the other against claims of any brokers and sales persons who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

12. Breach and Remedies. Upon breach of this Agreement by either party, the non-breaching party may, at its option, seek specific performance of this Agreement or seek any other remedy available under this Agreement or at law or in equity. The parties agree that legal remedies are inadequate, that they will suffer irreparable harm upon the breach of this Agreement and that specific performance is appropriate and necessary under such circumstances. The parties agree that for any action brought pursuant to or to enforce any provision of this Agreement, to the extent not otherwise prohibited by law, the prevailing party shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal expenses incurred to bring, maintain or defend any such action from its first accrual or notice through any appellate proceedings and collection proceedings.

13. Notices. All notices required by this Agreement will be sent to the other party in writing to the addresses first stated above. The notices may be delivered personally, or by United States certified mail, with return receipt requested and postage prepaid.

14. Successors and assigns. This Agreement will bind and benefit the parties and their respective representatives and successors. This Agreement may not be assigned by a party without the prior written consent of the other party.

15. Time is of the essence. Time is of the essence in the performance of this Agreement.

16. Survival of Agreement. This Agreement shall not be merged into any instrument or document executed and delivered at Closing, but shall survive the Closing and the representations, warranties, covenants and obligations herein shall remain in full force and effect.

17. Amendment. This Agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.

18. Entire Agreement. This Agreement contains all of the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

The Seller and Purchaser have signed this Agreement as of the date first written above.

SELLER:

PURCHASER:

CITY OF SOUTH HAVEN

[SELLER NAME]

By: _____
Robert Burr, Mayor

By: _____
Amanda Morgan, Clerk

EXHIBIT A
Legal Description

Furnished Description: Situated in the City of South Haven, Van Buren County, Michigan.

The East 345.50 feet of the North 250.00 feet of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 2, Town 1 South, Range 17 West EXCEPT East Wells Street right-of-way.

Commencing at the Center of Section 2, Town 1 South, Range 17 West; thence South 89° 13' 59" West on the East and West Quarter line, 1319.34 feet to the North and South Eighth line of the Southwest Quarter and the place of beginning of this description; thence South 00° 36' 54" West on said Eighth line, 250.00 feet; thence South 89° 13' 59" East on same, 345.50 feet to the place of beginning.

Commonly known as: 1068 East Wells Street, South Haven, MI 49090

Tax Parcel No.: 80-53-870-017-00

EXHIBIT 2
LOAN AGREEMENT

**EXHIBIT B
LOAN AGREEMENT**

LOAN AGREEMENT

This Agreement has been entered into as of October ____, 2015, by and between the CITY OF SOUTH HAVEN (the “**City**” or “**Borrower**”), a Michigan municipal corporation the principal business address of which is 539 Phoenix Street, South Haven, Michigan 49090 and the SOUTH HAVEN AREA EMERGENCY SERVICES AUTHORITY (“**SHAES**” or “**Lender**”), a public body corporate, the principal business address of which is 90 Blue Star Highway, South Haven, Michigan 49090.

Borrower has requested a loan from Lender in the amount of One Hundred Twenty-Seven Thousand Dollars (\$127,000.00), to be used as herein agreed (the “**Loan**”), and will execute and deliver to Lender a promissory note in that amount, plus interest, in the form attached hereto as Exhibit A (the “**Promissory Note**”), and a mortgage in the form attached hereto as Exhibit B (the “**Mortgage**”).

Lender agrees to make the Loan to Borrower in accordance with the terms of this Agreement.

IT IS MUTUALLY AGREED:

1. **Loan.** Lender agrees to make the Loan, and Borrower agrees to accept the Loan, in accordance with the terms and conditions set forth herein and in the Promissory Note and the Mortgage.
2. **Use of Proceeds.** Borrower represents and warrants it will use the proceeds of the Loan to finance the purchase of the real property as legally described in the Mortgage.
3. **Terms of Loan.** The property shall be held for the benefit of SHAES, unless and until SHAES otherwise agrees in writing. The remaining terms of the Loan shall be as set forth in the Promissory Note and the Mortgage.
4. **Governing Law.** The validity, interpretation, and construction of this Agreement are to be governed by laws of the state of Michigan.

[SIGNATURES ON NEXT PAGE]

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

LENDER

SOUTH HAVEN AREA EMERGENCY SERVICES AUTHORITY

By: _____
Ross Stein, Board Chair

By: _____
Nancy Whaley, Secretary

STATE OF MICHIGAN)
 : ss.
COUNTY OF VAN BUREN)

Acknowledged before me this ____ day of October, 2015, by _____.

Notary Public, ____ County, Michigan
Acting in Van Buren County
My commission expires: _____

BORROWER

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

By: _____
Amanda Morgan, Clerk

STATE OF MICHIGAN)
 : ss.
COUNTY OF VAN BUREN)

Acknowledged before me this ____ day of October, 2015, by _____.

Notary Public, ____ County, Michigan
Acting in Van Buren County
My commission expires: _____

PROMISSORY NOTE

\$127,000.00

1%

South Haven, Michigan

October __, 2015

FOR VALUE RECEIVED, the undersigned **CITY OF SOUTH HAVEN**, a Michigan municipal corporation with offices at 539 Phoenix Street, South Haven, Michigan 49090 (“City” or “Borrower”) promises to pay to the order of the **SOUTH HAVEN AREA EMERGENCY SERVICES AUTHORITY**, a public body corporate, at 90 Blue Star Highway, South Haven, Michigan 49090, or such other place as may be designated in writing to Borrower (“SHAES” or “Lender”), the sum of \$127,000.00, according to the following terms and conditions:

1. Interest. The unpaid principal balance hereunder shall bear interest at the rate of 1.00% a year from the date hereof until paid. Interest hereunder shall accrue on the outstanding principal balance from the date hereof and shall be computed based on a 365- or 366-day year for the actual number of days elapsed.

2. Payments. Payments of interest only shall be made on the first anniversary date of this Note (i.e., October __, 2015), and same day of the subsequent year thereafter until October __, 2020, on which date the total outstanding principal balance and accrued interest shall be paid in full.

3. Prepayment. The principal sum or accrued interest hereunder may be prepaid at any time, in whole or in part, without notice or penalty.

4. Default. Upon the occurrence of any of the following events, unless expressly waived in writing by the Lender:

(a) The occurrence of a non-monetary event of default under any document, instrument or agreement which may now exist or hereafter arise between the Borrower and Lender, which is not cured within ninety (90) days after Borrower receives notice of such default from Lender; or

(b) Failure to pay any amount within ninety (90) days after it becomes due under this Note or any other document, instrument or agreement between the Borrower and the Lender; or

(c) The Borrower files for bankruptcy, or becomes insolvent, or fails to pay its debts generally as they become due, or if a receivership or involuntary bankruptcy proceeding is commenced against the Borrower, or any of the properties of the Borrower, and such receivership or involuntary bankruptcy proceeding is not dismissed within sixty (60) days; or

(d) The sale, lease, transfer or other disposition of the Real Property, unless and until SHAES agrees in writing to such sale, lease, transfer or other disposition;

then, and in any such event, Lender may, in its sole discretion, do any or all of the following: (1)

by notice to the Borrower, declare all unpaid principal thereon and under any other Note between the Borrower and the Lender, as well as all other amounts required to be paid by the Borrower under any document and this Note to be immediately due and payable (“rights of acceleration”); and (2) exercise any or all of its rights and remedies under any other document, instrument or agreement between the Borrower and the Lender. The Borrower agrees to pay on demand all costs, including but not limited to actual attorney fees, incurred by the holder in collecting any amounts owing under this Note.

5. Waiver. The Borrower waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. The holder's failure or repeated failure to exercise any single or partial rights under this Note, including, but not limited to, the holder's rights of acceleration, shall not constitute a waiver of those rights, or preclude the exercise of any present or future rights under this Note.

6. Governing Law. This Note and the rights and obligations of any party shall be governed by and interpreted in accordance with the laws of the State of Michigan.

7. Loan Agreement. This Promissory Note is given pursuant to the Loan Agreement, and SHAES shall have all of the rights and powers set forth in the Loan Agreement as if they were fully set forth herein.

WHEREFORE, the Borrower has executed this Note as of the date first written above.

CITY OF SOUTH HAVEN

By: _____
Brian Dissette, City Manager

Current interest rate on CD investment
 Interest compounded annually - added at the end of each year

| | Principal | | CD interest rate | | Interest |
|------------------------------------|---------------|---|------------------|------|--------------------|
| Year 1 | \$ 127,000.00 | x | 0.45% | = \$ | 571.50 |
| Year 2 | \$ 127,571.50 | x | 0.45% | = \$ | 574.07 |
| Year 3 | \$ 128,145.57 | x | 0.45% | = \$ | 576.66 |
| Year 4 | \$ 128,722.23 | x | 0.45% | = \$ | 579.25 |
| Year 5 | \$ 129,301.48 | x | 0.45% | = \$ | 581.86 |
| Projected interest earnings for CD | | | | | \$ 2,883.33 |

Possible Cumulative interest earnings on Loan of \$127,000 for 5 years - semi-annual payments

| | Principal | | interest rate | | Cumulative Interest |
|-------------------------|---------------|---|---------------|------|---------------------|
| Loan at 2% for 5 yrs | \$ 127,000.00 | x | 2.00% | = \$ | 7,089.24 |
| Loan at 1.5% for 5 yrs | \$ 127,000.00 | x | 1.50% | = \$ | 5,297.46 |
| Loan at 1.0% for 5 yrs | \$ 127,000.00 | x | 1.00% | = \$ | 3,518.63 |
| Loan at 0.75% for 5 yrs | \$ 127,000.00 | x | 0.75% | = \$ | 2,634.08 |

By offering the City of South Haven a loan with 1% interest charged, SHAES would earn \$635.30 over the life of the loan compared to the current CD interest earned.

MICHIGAN PLAT OF SURVEY

Surveyor's Certificate: On the basis of my knowledge and belief, I, Edward C. Morse, Professional Surveyor, certify that I have completed a boundary survey and examination of the parcel of land described below, made on the ground to the normal standard of care of professional land surveyors practicing in Michigan. This survey was performed in accordance with a description furnished by others and should be compared to the abstract of title or title insurance policy for accuracy, easements, or exceptions. This survey was prepared for **City of South Haven** and does not extend to any unnamed person without expressed re-certification by the surveyor naming said person.

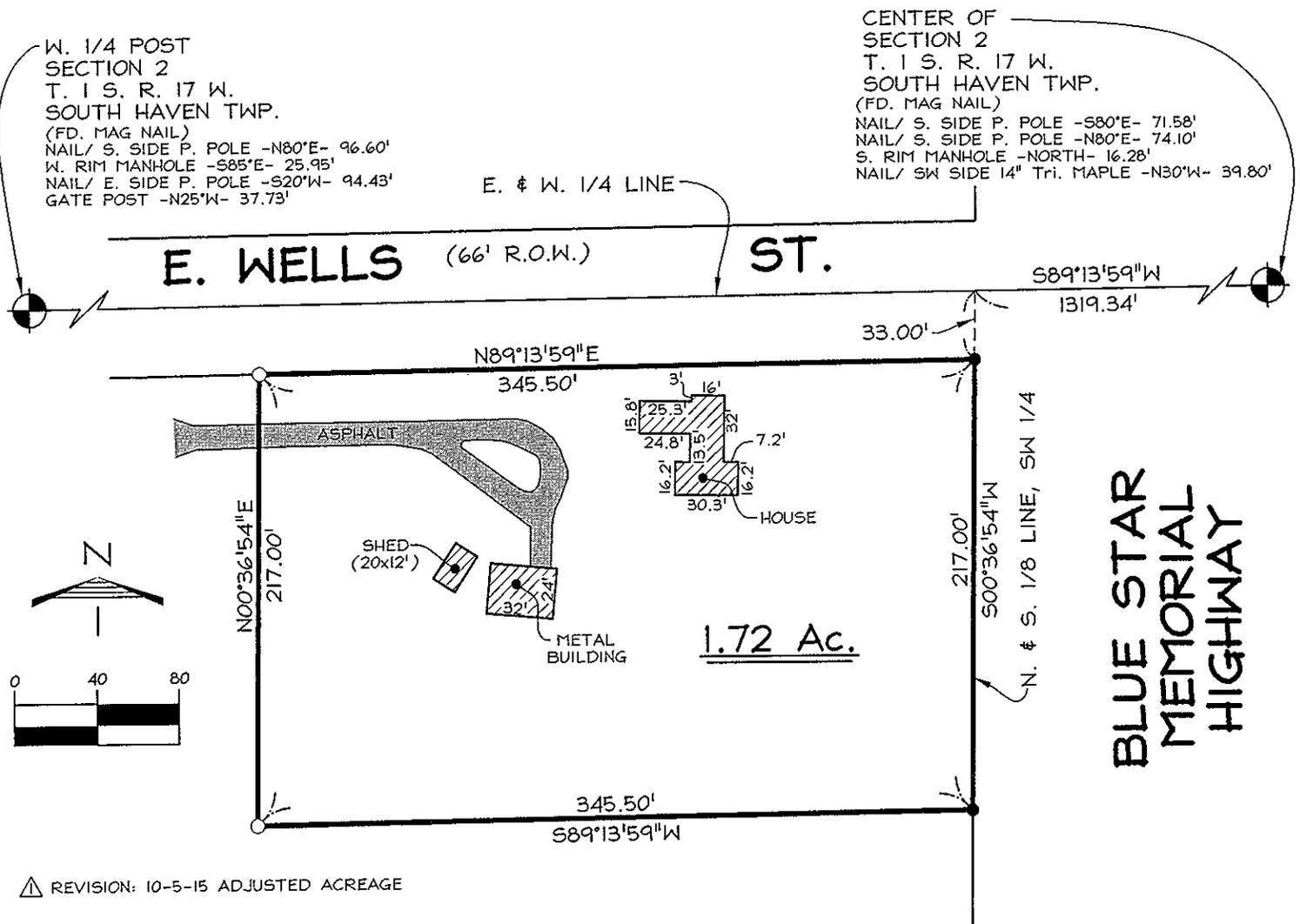
9-25-15
Date

Edward C. Morse
Edward C. Morse
Mitchell & Morse Land Surveying
Professional Surveyor 47966

Furnished Description: Situated in the City of South Haven, Van Buren County, Michigan.

The East 345.50 feet of the North 250.00 feet of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 2, Town 1 South, Range 17 West EXCEPT East Wells Street right-of-way.

Being surveyed and more particularly described as: Commencing at the Center of Section 2, Town 1 South, Range 17 West; thence South 89° 13' 59" West on the East and West Quarter line, 1319.34 feet to the North and South Eighth line of the Southwest Quarter; thence South 00° 36' 54" West on same, 33.00 feet to the place of beginning of this description; thence South 00° 36' 54" West on said Eighth line, 217.00 feet; thence South 89° 13' 59" West 345.50 feet; thence North 00° 36' 54" East 217.00 feet; thence North 89° 13' 59" East 345.50 feet to the place of beginning.



SURVEY NOTES:
 1.) THE RATIO OF CLOSURE OF UNADJUSTED FIELD OBSERVATIONS IS NOT GREATER THAN 1 PART IN 5,000.
 2.) BEARINGS ARE REFERENCED TO PREVIOUS SURVEYS IN THE AREA.
 3.) THE INFORMATION SHOWN ON THIS DRAWING IS INTENDED FOR THE CLIENT ONLY. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADAPTATION BY THE LAND SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE LAND SURVEYOR.

MITCHELL & MORSE LAND SURVEYING
 234 VETERANS BLVD. SOUTH HAVEN, MICHIGAN 49090
 OFFICE: (269) 637-1107 FAX: (269) 637-1907
 A DIVISION OF MITCHELL SURVEYS, INC.

THE ABOVE SURVEY COMPLIES WITH PUBLIC ACT 132 OF 1970, ACT 288 OF MICHIGAN PUBLIC ACTS OF 1967 AS AMENDED BY PUBLIC ACT 591 OF 1997 SHOULD BE CHECKED TO SEE THAT ANY PROPERTY CONVEYANCE DOES NOT VIOLATE THAT ACT.

CLIENT CITY OF SOUTH HAVEN
 DATE 9-25-15 JOB No. 15-905 SHEET 1 OF 1
 DWG. BY J. MITCHELL DWG. CK _____ DESC. BY _____ DESC. CK _____
 BEING IN THE SW 1/4 SECTION 2, T 1 S., R 17 W.
 SOUTH HAVEN TWP. VAN BUREN Co., MICHIGAN
 SCALE 1"=80' BOOK 425 PAGE 2A REVISION 10-5-15

LEGEND
 FOUND IRON - ○
 SET IRON - ●
 MONUMENT - ⊙
 RECORDED - R
 MEASURED - M
 PLATTED - P
 DEEDED - D



1068 E Wells St

E Wells St

Wells St

2nd Ave



Blue Star Mem Hwy

Blue Star Mem Hwy

Police & Fire Complex



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan, 49546,
(616)975-4102, kentcomm@firstam.com

File No. 718009

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**
Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan, 49546
(616)975-4102, (866)416-9827, kentcomm@firstam.com

File No. 718009
Susan Pastoor
Date Printed: September 29, 2015

Address Reference: 1068 East Wells Street, South Haven, MI 49090

- | | | |
|----|-----------------------------------------------------|----------------------|
| 1. | Commitment Date: September 24, 2015 @ 8:00 am | |
| 2. | Policy (or Policies) to be issued: | <u>Policy Amount</u> |
| | a. ALTA Owner's Policy of Title Insurance (6-17-06) | \$127,200.00 |

Proposed Insured: City of South Haven

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Jean C. Dykstra, survivor of her deceased husband, Sherman Dykstra, whose Death Certificate is recorded in Liber 1380, page 358, Van Buren County Records

4. The land referred to in this Commitment, situated in the County of Van Buren, City of South Haven, State of Michigan, is described as follows:

The East 345.5 feet of the North 250 feet of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 2, Town 1 South, Range 17 West, according to the Government Survey and survey by made T. A. Smith, County Surveyor, December 9, 1942.

By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan, 49546

File No.: 718009

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:
4. Warranty Deed from Sherman Dykstra, survivor of Jean C. Dykstra, deceased, whose Death Certificate is recorded in Liber 1380, page 358, to City of South Haven. .
5. Application has been made for the issuance of an owner's policy without standard exceptions. Such policy will be issued upon receipt of the following:
 - a) A fully executed Owner's Affidavit which evidences there has been no work completed on the property within the last 90 days or, if work has been completed, a final sworn statement satisfactory to First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
 - b) A survey satisfactory to First American Title Insurance Company which discloses the location of all easements, all improvements including driveways, fences or other structures and which is certified to First American Title Insurance Company and the underwriter named in this commitment. Additional exceptions will be made for any easements, encroachments, overlaps, and other matters which may be disclosed by the survey.
6. Submit proper evidence that the tax legal description has been corrected to conform with the description set forth on this commitment and that the City Assessor's Office has filed an affidavit of correction with the Van Buren County Equalization Department and the Van Buren County Treasurer's Office.
7. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
8. Pay unpaid taxes and assessments unless shown as paid.

2015 Summer Taxes in the amount of \$1,846.45 are DUE

2014 Winter Taxes in the amount of \$450.85 are PAID

Tax Parcel Identification:

Property Address: 1068 East Wells Street, South Haven, MI 49090

Tax Parcel No.: 80-53-870-017-00

2015 State Equalized Value: \$63,600

2015 Taxable Value: \$47,602

Principal Residence Exemption, as of past December 31: 100%

Special Assessments: Wells Street Improvement

School District: South Haven

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

NOTE: The property described in this commitment is subject to a Special Assessment for Wells Street Improvement payable in installments which are included in the 2014 tax bill. Currently there have been 4 installments paid and 11 due and payable in the future. The policy will insure against any lien for any delinquent installments and will only make exception for the lien for special assessment installments not yet due and payable. The Company must be informed if it is the intention or requirement of any party that the Lien for Special Assessment be paid in full at or prior to closing.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan ,49546

File No.: 718009

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Loss or damage arising out of any discrepancy between the legal description of the property as insured and the legal description of the property as assessed on the Van Buren County tax rolls.
7. Highway Easement in favor of City of South Haven and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 1542, page 228](#).
8. Drainage Easement in favor of Board of County Road Commissioners of the County of Van Buren and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 1542, page 229](#).
9. Access Easement in favor of Jean Dykstra and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 1546, page 227](#).
10. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
11. Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.
12. Lien for outstanding water or sewer charges, if any.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

South Haven Area Emergency Services Authority
Board Minutes of Regular Meeting
Wednesday, September 2, 2015

Call to Order: President Ross Stein called regular meeting of SHAES Board to order at 7:00 p.m.

Roll Call: Present: Stein, Burr, Whaley, Disette, absent Overhiser.

Public Comment: None

Minutes Motion by Brian Disette, seconded by Bob Burr, to approve the regular meeting minutes of August 5, 2015. Motion carried.

Treasurer Report Motion by Brian Disette, seconded by Bob Burr, to approve expenditures of \$103,929.30. Motion carried. Roll call 4 yes, absent 1, 0 no. Financials reviewed and discussed.

Mutual Aid Agreements - Motion by Brian Disette, seconded by Bob Burr to approved updated language with mutual aid agreements with Allegan, Kent, Muskegon and Ottawa counties. Motion carried.

| | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property Financing | Motion by Nancy Whaley, seconded by Bob Burr, to lend the City of South Haven \$127,000 at 1% interest for a term of five years to purchase property at 1068 Wells street consisting of +/-2 acres, adjoining property to Police and Fire complex. Roll Call: Yes - 4, No- 0; absent 1. Motion carried. Funds to be used out of SHAES cash surplus. |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Executive Director

Other Griffin Place provided critical incident coverage for staff involved in I-196 accident, including Stress debriefing.
Salute to Veterans on the River went well.

Training: Ropes, knots and hoisting; EMS Continued Education - Triage and Treatment; School active violence drill; Emergency Vehicle Training conference.

Grant: \$2,000 from Albemarle for fire extinguisher training. to be used for Rope Rescue equipment.

Vehicle Maint: Tower 1 flag mounts for new American Flag. patient restraint system redone to fit new mule.

Building Maint. Lawn Maintenance.

Board Member Comments: Thanks to SHAES for assistance with Terex to police department.

Regular Meeting October 7, 2015 at 7 p.m.

Adjournment Adjourned at 7:50 p.m. (Brian Disette/Bob Burr)

Nancy Ann Whaley

August 13, 2015

Mr. Brian Dissette
City Manager
City of South Haven
539 Phoenix Street
South Haven, MI 49090

Dear Mr. Dissette,

The purpose of this letter is to officially notify you of our family's interest in selling the property of Jean C. Dykstra at 1068 E. Wells Street in South Haven. We are selling the property because our Mother has moved to the River Ridge Retirement apartments. She is aware that I am contacting the city on her behalf.

Jean's late husband (Sherman Dykstra) was the former Fire Chief in South Haven. The property is located on the SW corner of Wells Street and Blue Star Highway, next to South Haven's police and fire department. The property is just under two acres in size. The sale of the property to the city would be a win/win situation for both parties.

- City has opportunity to obtain strategically located property for future expansion
- Family avoids the hassle and expense of putting property on the market

If sold to another third party it may be many years before this uniquely located property is available to the city again.

The family has discussed an asking price. Because of the uniqueness of this property it is hard to value. On the last Notice of Assessment, Taxable Valuation, and Property Classification the city's assessed value was \$63,600. Assuming market value is twice the assessed value, the market value is **\$127,200**. We think this is a fair asking price. For your information the parcel identification code number is: 80-53-870-017-00.

Regarding timing of any transaction we would propose 45-90 days. However, we would like a commitment as soon as possible. The principal reason is the proceeds from the sale of this property are going toward the long-term care of our Mother.

Brian, on a personal note thank you for your interest and help in moving this transaction along.

Sincerely,

David Dykstra
382 Forest Ave.
Glen Ellyn, IL
60137

email: dykstra382@gmail.com
home phone: 630-790-9723
cell phone: 630-287-6427