

City Council

Regular Meeting Agenda

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



1. Call to Order
2. Invocation – Mr. Craig Massey, Commissioned Pastor Candidate – Hope Reformed
3. Proclamations for Suzie Fitzgibbon and Gail Patterson
4. Roll Call
5. Approval of Agenda
6. **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 December 7, 2015.
 - B. Council will be asked to approve invoices totaling \$1,474,863.70 for the period ending November 15, 2015 to be approved and forwarded to the Clerk and Treasurer for payment.
 - C. Council will be requested to approve the employment agreement for the City Manager.
 - D. Council will be asked to approve the following minutes:
 - 1) September 22, 2015 South Haven Area Recreation Authority (SHARA) minutes; and
 - 2) October 26, 2015 Board of Public Utilities minutes; and
 - 3) November 9, 2015 Local Finance Development Authority (LDFA) minutes; and
 - 4) November 9, 2015 Brownfield Redevelopment Authority (BRA) minutes; and
 - 5) November 10, 2015 Parks 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.

OLD BUSINESS

7. Council will be asked to adopt an ordinance amending rates for the City of South Haven's electric utility as part of the city's Electric Fund Energy Optimization Program.
8. Council will be asked to adopt the zoning amendments to the zoning ordinance as proposed by the Planning Commission.

NEW BUSINESS

9. Council will be asked to receive the 2015 Comprehensive Annual Financial Report presentation.
10. Council will be asked to approve Resolution 2015-49, a resolution establishing the 2016 City Council meeting dates.
11. Council will be asked to approve Resolution 2015-50, a resolution approving the purchase of properties located at 552, 556, 560, and 568 Monroe Boulevard.
12. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda
(You will be given up to 5 minutes to address your concerns.)
13. City Manager's Comments
14. Mayor and Councilperson's Comments
15. Adjourn

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, December 7, 2015
7:00 p.m., Council Chambers



1. **Call to Order by Mayor Burr at 7:00 p.m.**
2. **Invocation – Pastor Eric Jarvis of First Assembly of God**
3. **Roll Call**

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

4. **Approval of Agenda**

Moved by Fitzgibbon, seconded by Patterson, to approve the agenda.
Voted Yes: All. Motion carried.

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

Moved by Patterson, seconded by Kozlik Wall, to approve the consent agenda.

- A. Council will be requested to approve the City Council regular minutes for November 16, 2015.
- B. Council will be requested to approve the City Council Special Workshop minutes for November 16, 2015.
- C. Council will be asked to approve invoices totaling \$721,345.63 for the period ending December 6, 2015 to be approved and forwarded to the Clerk and Treasurer for payment.
- D. Council will be requested to award the purchase of one 2016 Ford Escape SE to Woodhams Ford of South Haven, Michigan in the amount of \$24,182.00.
- E. Council will be requested to award the contract for routine inspection, fracture critical inspection, and Metric #19 compliance to Hardesty & Hanover in the amount of \$19,534.25.
- F. Council will be asked to approve the following minutes:
 - 1) September 22, 2015 South Haven Area Recreation Authority minutes;
 - 2) July 22, 2015 Construction Board of Appeals minutes;
 - 3) October 20, 2015 Harbor Commission minutes; and
 - 4) October 28, 2015 South Haven Housing Commission (SHHC) minutes;

A Roll Call Vote was taken:

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

Motion Carried

NEW BUSINESS

- 6. Council will be asked hold a public hearing and to approve Resolution 2015- 47, a resolution to approve a 425 agreement with South Haven Charter Township, impacting property located at 09220 S. 76th Street, South Haven, Michigan.**

Moved by Kozlik Wall, seconded by Patterson, to open the public hearing regarding the 425 Agreement impacting property located at 09220 S. 76th Street, South Haven, Michigan.

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

Brian Dissette, City Manager, spoke to the Council regarding this matter.

Moved by Kozlik Wall, seconded by Fitzgibbon, to close the public hearing regarding the 425 hearing impacting property located at 09220 S. 76th Street, South Haven, Michigan.

Voted Yes: All. Motion carried. Public hearing closed.

Moved by Fitzgibbon, seconded by Patterson, to approve Resolution 2015-47, a resolution to approve the 425 agreement with South Haven Charter Township impacting property located at 09220 S. 76th Street, South Haven, Michigan.

Voted Yes: All. Motion carried.

- 7. Council will be asked to approve Resolution 2015-48, a resolution adjusting the water/sewer connection fees and modifying the Utility Policy as recommended by the Board of Public Utilities.**

Brian Dissette, the City Manager, and Larry Halberstadt, the City Engineer, spoke to the Council regarding this item.

Patrick McKernan, addressed the City Council regarding this item.

Elaine Herbert, 140 North Shore Drive, addressed the City Council concerning this item.

Sanford Jensen, of California, addressed the City Council regarding this item.

Pat Gaston, 97 Superior Street, addressed the City Council regarding this item.

James Leppa, 263 Cherry Court, addressed the City Council regarding this item.

Mary Callahan, 21 Cass Street, addressed the City Council regarding this item.

Barb Calhoun, 862 Monroe Blvd, addressed the City Council regarding this item.

Moved by Patterson, seconded by Kozlik Wall, to approve Resolution 2015-48, a resolution adjusting the water/sewer connection fees and modifying the Utility Policy as recommended by the Board of Public Utilities.

Voted Yes: Arnold, Fitzgibbon, Klavins, Kozlik Wall, Patterson, and Burr
Voted No: Gruber
Motion carried.

8. Council will be requested to take the following actions regarding the city's Electric Fund Energy Optimization program:

a. Authorize the City Manager to execute the MECA Letter Agreement for Administrative Services;

Moved by Fitzgibbon, seconded by Klavins, to authorize the City Manager to execute the MECA Letter Agreement for Administrative Services.

Voted Yes: All. Motion carried.

b. Authorize the City Manager to approve payments to MECA in accordance with the Letter of Agreement not to exceed a total of \$258,658 during the 2016 calendar year;

Moved by Patterson, seconded by Fitzgibbon, to authorize the City Manager to approve payments to MECA in accordance with the Letter of Agreement not to exceed a total of \$258, 658 during the 2016 calendar year.

Voted Yes: All. Motion carried.

c. Introduce an Ordinance to Amend Rates for the City of South Haven Utilities.

Moved by Fitzgibbon, seconded by Klavins, to introduce an Ordinance to Amend Rates for the City of South Haven.

Voted Yes: All. Motion carried.

9. Council will be asked to introduce the zoning amendments to the zoning ordinance as proposed by the Planning Commission.

Linda Anderson, Zoning Administrator, addressed the City Council regarding the zoning amendments to the zoning ordinance.

Moved by Patterson, seconded by Fitzgibbon, to introduce the zoning amendments to the zoning ordinance as proposed by the Planning Commission.

Voted Yes: All. Motion carried.

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

Susan Ryan, 37 Cass Street, addressed the City Council regarding zoning concerns.

Jack Fitzer, of Monroe Park, addressed the City Council regarding zoning concerns.

Trent Morgan, 201 Center, addressed the City Council regarding housing and zoning concerns.

Robert Kripaitis, 404 North Shore Drive, addressed the City Council regarding zoning concerns.

Connie Schaffer, 735 North Shore Drive, addressed the Council regarding a prior speaker.

Dorothy Appleyard, 806 Wilson, addressed the City Council regarding zoning and rental ordinance concerns.

Sanford Jensen, of California, addressed the City Council regarding a rental ordinance.

Pat Gaston, 97 Superior, addressed the City Council regarding homestead concerns.

Elaine Herbert, 140 North Shore Drive, addressed the City Council regarding zoning concerns.

Gerald Webb, 508 North Shore Drive, addressed the City Council regarding zoning concerns.

James Leppa, 263 Cherry Court, addressed the City Council regarding rental concerns and the effect on the city's economy.

11. City Manager's Comments

Planning Commission is working on rental ordinance. It will be a document that represents the entire community and is legally enforceable and similar to other lakeshore communities. We are making progress.

We did receive notice from the State of Michigan of four projects that will be funded. They include the Bicycle Pump Track, Skid Pier Replacement at Black River Park, Restroom Upgrades at Black River Park, and North Beach project. The total amount of the four grant funding comes to approximately \$417,000. The grant cycle is such that the contracts won't come in until spring 2016. With the North Beach, it will require off season construction and address utilities that have been a source of concern. North Beach construction is likely to be done in the fall of 2016, but more likely during fall of 2017.

12. Mayor and Councilperson's Comments

Klavins: Thank you for your comments. He's been on Council for 5 years. He has seen a lot of change – the loss of 500 jobs when two plants shut down. We are doing everything can do to get companies to come in. He is on the LDFA board and they have been acquiring properties and fixing them up to get companies to come in and bring jobs. We as a Council have been trying to make the town look well and grab the State grant dollars that are available. We have received over \$9 million dollars in grants and matching funds. He does represent his ward and respects and listens to all sides. We are listening to you.

Arnold: Thanks for coming. We are listening and have received your letters, emails, and calls. We appreciate the feedback.

Patterson: Thanks for coming out – if this blows over soon, please stay connected with what is going on with your city. You want to be part of the decision making even if it doesn't affect you directly. We thank the volunteers that serve, without pay, on our boards and commissions. Thank you to city staff for their hard work.

Fitzgibbon: She doesn't have any rental property in the city. She appreciates all comments. She's been here for 30 years and raised her kids here. The city has changed. We are listening and do have compassion for what is going on. We want change, too.

Gruber: Apologizes for not feeling well tonight. Thank you for coming out. As for homestead or PRE's – if there is someone you think is violating that please contact the city staff. They will look into it since we share an investigator with Berrien County. Change is happening. That is the school's money and it shouldn't be missed out. The rental ordinance is a comprehensive approach. We have some building ordinance changes that we've been working on and off since 2011. There won't be just one ordinance but a multi-faceted approach.

Kozlik Wall: We serve on Council because we have love and passion for this city. Be a true community – partner with your neighbors and city hall. Browbeating people doesn't get you very far. Bad behavior doesn't help anyone and doesn't set a good example for our children. She listens to everyone in her ward – it is the most diverse ward. She works with all levels and all people. She tries hard to listen and be fair. When she voted "No" on the moratorium she also agreed that we do need a rental ordinance. We need to be kind to each and agree to disagree. Thanks the City Manager, volunteers on the Planning Commission, and Linda Anderson for their work.

Burr: Reminds everyone that we did try to accomplish a number of things in changing the zoning ordinance. The zoning ordinance is 20 years old and we are not the ones that created it. We are simply the ones administering what is there. This issue came to us in October. We have tried to act as fast as we could. He notes that South Haven has become almost a retirement community. The median age is 50 meaning that have the population is older than 50 and half are under. For the entire state of Michigan, the median age is 40. Thanks everyone who put up Christmas lights.

13. City Council will be asked to go into closed session pursuant to the Michigan Open Meetings Act; Public Act No. 267 of 1978; 15.268; Section 8(a) for annual personnel evaluation for the City Manager.

Moved by Fitzgibbon, seconded by Patterson, to go into closed session pursuant to the Michigan Open Meetings Act; Public Act No. 267 of 1978; 15.268; Section 8(a) for annual personnel evaluation for the City Manager.

A Roll Call was taken:

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

Nays: None

Motion carried. Council adjourned into closed session at 8:54 p.m.

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

Voted Yes: All. Motion carried. Council returned to open session at 9:25 p.m.

14. Adjourn

Moved by Gruber, seconded by Klavins, to adjourn the meeting.

Voted Yes: All. Motion carried. Meeting adjourned at 9:28 p.m.

RESPECTFULLY SUBMITTED,

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

Kate Hosier
Deputy City Clerk

APPROVED BY CITY COUNCIL:

CITY OF SOUTH HAVEN

December 21, 2015

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 15,959.64	\$ 136,269.89	\$ 152,229.53
202-MAJOR STREET FUND	\$ -	\$ 5,900.00	\$ 5,900.00
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ 26.95	\$ 28,382.04	\$ 28,408.99
226-GARBAGE/REFUSE FUND	\$ 4,820.97	\$ 27,526.16	\$ 32,347.13
250-DOWNTOWN DEVELOPMENT	\$ 52,432.82	\$ 16,989.13	\$ 69,421.95
251-LDFA #1	\$ -	\$ 544.15	\$ 544.15
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ 6,802.09	\$ 6,802.09
260-BROWNFIELD AUTHORITY	\$ 2,995.00	\$ 94,966.21	\$ 97,961.21
265-NARCOTICS UNIT	\$ -	\$ -	\$ -
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ -	\$ 500.00	\$ 500.00
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ 500.00	\$ 500.00
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ 108,429.30	\$ 108,429.30
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 500.00	\$ 318.89	\$ 818.89
577-BEACH FUND	\$ -	\$ -	\$ -
582-ELECTRIC FUND	\$ 607,512.26	\$ 124,424.79	\$ 731,937.05
591-WATER FUND	\$ 26,970.68	\$ 20,731.13	\$ 47,701.81
592-SEWER FUND	\$ 2,950.08	\$ 119,341.44	\$ 122,291.52
594-MUNICIPAL MARINA	\$ 6,858.89	\$ 47.02	\$ 6,905.91
636-INFORMATION SERVICES	\$ 5,205.97	\$ 5,677.45	\$ 10,883.42
661-MOTOR POOL	\$ 2,475.25	\$ 27,308.55	\$ 29,783.80
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 18,917.46	\$ -	\$ 18,917.46
718-TRUST & AGENCY	\$ -	\$ 2,579.49	\$ 2,579.49
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 747,625.97	\$ 727,237.73	\$ 1,474,863.70

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
12/15/2015	1	100 (E)	000087	AMERICAN ELECTRIC POWER	ELECTRIC USAGE	573,461.06
12/08/2015	1	52889	003424	SC ENVIRONMENTAL SERVICES	317 HOGAN'S ALLEY DEMOLITION	48,641.00
12/10/2015	1	52890	000074	ALTEC INDUSTRIES INC	SUPPLIES	197.37
12/10/2015	1	52891	003383	APPLIED IMAGING	MONTHLY CONTRACT 12/08/15 - 01/07/16	30.90
12/10/2015	1	52892	003304	APPRAISALS PLUS GROUP, INC.	ASSESSING SERVICES	3,605.00
12/10/2015	1	52893	000285	BLOOMINGDALE COMMUNICATIONS	BCI BUSINESS INTERNET	3,102.95
12/10/2015	1	52894	000309	A.D. BOS OFFICE COFFEE SERVICE	COFFEE & SUPPLIES	11.46
12/10/2015	1	52895	003422	NATHAN BROUSSEAU	LAND SPLIT FEE	100.00
12/10/2015	1	52896	000418	CDW GOVERNMENT INC	TONER	182.02
12/10/2015	1	52897	003425	CINTAS CORPORATION	SUPPLIES	51.36
12/10/2015	1	52898	003375	CLEAN EARTH ENVIRONMENTAL	CCTV INSPECTION-801 GREENT ST.	2,044.00
12/10/2015	1	52899	000498	COMCAST	INTERNET SERVICE 01720 188884-01-4	59.70
12/10/2015	1	52900	000514	CONSTRUCTION ASSOCIATES INC	BUILDING INSPECTIONS	4,730.99
12/10/2015	1	52901	000533	CORNELISSE DESIGN ASSOC INC	WATER STREET IMPROVEMENTS-MAINTENANCE RE	414.55
12/10/2015	1	52902	UB REFUND	COVEY, BRANDON T	UB refund for account: 20481007	489.32
12/10/2015	1	52903	000590	DAKOTA CURLING SUPPLIES	HANDLES PAINT & BRUSHES	151.95 <u>989.08</u>
						1,141.03
12/10/2015	1	52904	UB REFUND	DECKER, NATHAN G	UB refund for account: 20785004	205.67
12/10/2015	1	52905	UB REFUND	DIXON, SHAREISHA L	UB refund for account: 20019306	141.40
12/10/2015	1	52906	000660	DOMESTIC LINEN-KALAMAZOO	CITY HALL RENTALS DPW RENTALS	381.44 <u>1,457.16</u>
						1,838.60
12/10/2015	1	52907	UB REFUND	FLORES, MADELEIN	UB refund for account: 10612025	41.72
12/10/2015	1	52908	003072	MARY ANN FRAZIER	CDL RENEWAL	65.00
12/10/2015	1	52909	000847	FUEL MANAGEMENT SYSTEM	FUEL	3,252.63
12/10/2015	1	52910	003423	FUTURE CONSTRUCTION	REPAIR ROOF & INSTALL GUTTERS - FACTORY	2,995.00
12/10/2015	1	52911	003149	GRO AMERICA	SLUDGE TESTING	425.00
12/10/2015	1	52912	000963	GRP ENGINEERING INC	CORE CITY SEC PHASE 3 CORE CITY SEC PHASE 4 ENGINEERING SERVICES-BLUE STAR HIGHWAY	2,588.71 890.63 <u>4,500.00</u>
						7,979.34
12/10/2015	1	52913	000994	HAPA LLC	MARINA MANAGER BLACK RIVER PARK MANAGEMENT FEE	5,581.89 <u>500.00</u>
						6,081.89
12/10/2015	1	52914	003426	HOLBEN ENVIRONMENTAL	CERTIFIED OPERATOR TRAINING REGISTRATION	300.00
12/10/2015	1	52915	001171	J & L ORCHARD SUPPLY LLC	SUPPLIES	14.95
12/10/2015	1	52916	UB REFUND	JAMES, SHERRY L	UB refund for account: 31508006	67.53
12/10/2015	1	52917	003427	KCI KONECRANES, INC.	OVERHEAD CRANES/HOISTS OSHA COMPLIANCE I	368.40
12/10/2015	1	52918	001252	KENT POWER INC	COOK STREET ADDITIONAL WORK	19,810.00
12/10/2015	1	52919	001288	KONE INC	ANNUAL ELEVATOR MAINTENANCE AGREEMENT-WF ELEVATOR MAINTENANCE - WFP	720.00 <u>728.76</u>
						1,448.76
12/10/2015	1	52920	001329	LAKE MICHIGAN COLLEGE	PROPERTY TAX COLLECTIONS	1,178.23
12/10/2015	1	52921	001353	LANDFILL MANAGEMENT CO	WASTE HAUL	1,239.69

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/10/2015	1	52922	001544	MENARDS	MAINTENANCE SUPPLIES	64.33
					MAINTENANCE SUPPLIES	25.67
						<u>90.00</u>
12/10/2015	1	52923	001561	METRON-FARNIER, LLC	METERS & SUPPLIES	20,410.15
12/10/2015	1	52924	001657	MICHIGAN TOWNSHIP SERVICES	ELECTRICAL INSPECTIONS	1,712.25
12/10/2015	1	52925	001690	MIKE'S TOWING	MOVE SHED TO ICE RINK	200.00
12/10/2015	1	52926	001948	PAT'S PRONTO PRINT	WATER QUALITY REPORT	282.85
12/10/2015	1	52927	MISC	PIER VIEW SOUTH LLC	ELECTRIC REBATE - MONROE BLVD PROPERTIES	4,034.12
12/10/2015	1	52928	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-1079814	115.66
					DISPOSAL SERVICES 3-0646-1033150	1,665.74
					DISPOSAL SERVICES 3-0646-1079813	3,155.23
						<u>4,936.63</u>
12/10/2015	1	52929	UB REFUND	ROTH-HOLDEN, JILL I	UB refund for account: 31079006	140.00
12/10/2015	1	52930	002267	SECANT TECHNOLOGIES	MONTHLY MANAGEMENT FEE	4,307.50
					EVIP-01	846.00
						<u>5,153.50</u>
12/10/2015	1	52931	UB REFUND	SISSON, MICHAEL W	UB refund for account: 30196020	146.21
12/10/2015	1	52932	UB REFUND	SO HAVEN INVESTMENTS LLC	UB refund for account: 21183001	31.06
12/10/2015	1	52933	002410	SOUTH HAVEN MEMORIAL LIBRARY	PROPERTY TAX COLLECTION	378.46
12/10/2015	1	52934	002415	SOUTH HAVEN PUBLIC SCHOOLS	PROPERTY TAX COLLECTION	10,449.41
12/10/2015	1	52935	002418	SOUTH HAVEN SMALL ENGINES	MAINTENANCE & REPAIRS	111.28
12/10/2015	1	52936	003053	STATE OF MICHIGAN	PERSONAL PROPERTY EXAMINER CERTIFICATION	150.00
12/10/2015	1	52937	003205	STATE OF MICHIGAN	CERTIFICATE RENEWAL MCAO	350.00
12/10/2015	1	52938	003041	STATE OF MICHIGAN-MDEQ	PUBLIC WATER SUPPLY FEE	1,197.26
12/10/2015	1	52939	002645	TRACTOR SUPPLY CREDIT PLAN	SUPPLIES ACCT#6035 3012 0016 6427	17.98
					SUPPLIES ACCT#6035 3012 0016 6427	179.97
					BOOTS ACCT#6035 3012 0016 6427	219.98
					BOOTS ACCT#6035 3012 0016 6427	159.99
					SUPPLIES ACCT#6035 3012 0016 6427	233.58
					BOOTS ACCT#6035 3012 0016 6427	149.99
					SUPPLIES ACCT#6035 3012 0016 6427	699.80
					COATS ACCT#6035 3012 0016 6427	274.98
					SUPPLIES ACCT#6035 3012 0016 6427	36.97
					SNOW BLOWER ACCT#6035 3012 0016 6427	999.99
					BOOTS ACCT#6035 3012 0016 6427	69.99
					COATS ACCT#6035 3012 0016 6427	209.98
						<u>3,253.20</u>
12/10/2015	1	52940	002724	UPS STORE #5080	SHIPPING FEE	57.22
					SHIPPING FEE	11.89
					SHIPPING FEE	12.99
					SHIPPING FEE	79.52
						<u>161.62</u>
12/10/2015	1	52941	002757	VAN BUREN COUNTY TREASURER	PROPERTY TAX COLLECTION	6,911.36
12/10/2015	1	52942	002798	VILLAGE COIN LAUNDRY	LAUNDRY SERVICE	21.00
12/10/2015	1	52943	002799	VILLAGE MARKET	FUEL	65.39
12/10/2015	1	52944	UB REFUND	WALKER, CATHLIN	UB refund for account: 30457801	31.84
12/10/2015	1	52945	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	18.60
					MAINTENANCE SUPPLIES	3.59
					MAINTENANCE SUPPLIES	150.00

12/16/2015 11:43 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 12/08/2015 - 12/16/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MAINTENANCE SUPPLIES	9.70
					MAINTENANCE SUPPLIES	7.44
						<u>189.33</u>
12/10/2015	1	52946	002953	WOODHAMS, INC , DON	INSTALL REMOTE START	448.57
					REPAIRS	124.68
					TRAILER HITCH KITS	929.28
						<u>1,502.53</u>

1 TOTALS:

Total of 59 Disbursements:

747,625.97

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
12/21/2015	1	53045	000014	ABONMARCHE CONSULTANTS INC	BLACK RIVER PARK - CANOE/KAYAK LAUNCH	1,200.00
					INDIAN GROVE LIFT STATION & MONROE BLVD	7,430.00
					MAIN PUMP STATION CONSOLIDATION	6,403.25
					SAW GRANT ASSET MANAGEMENT PLANS	24,640.77
					NORTH SHORE DRIVE RECONSTRUCTION PROJECT	1,556.25
					ADA IMPROVEMENTS FOR CENTER FOR THE ARTS	680.00
					INDIAN GROVE LIFT STATION & MONROE BLVD	5,790.00
					MAIN PUMP STATION CONSOLIDATION	10,935.76
					NORTH SHORE DRIVE RECONSTRUCTION PROJECT	10,105.48
					SAW GRANT ASSET MANAGEMENT PLANS	21,933.39
					NORTH SHORE DRIVE RECONSTRUCTION PROJECT	15,409.56
					BLACK RIVER STREET SEWER	1,918.75
					INDIAN GROVE LIFT STATION & MONROE BLVD	5,520.00
					MAIN PUMP STATION CONSOLIDATION	6,170.00
					SOUTH HAVEN ENGINEERING ASSISTANCE	4,806.25
					HURON STREET PARKING LOT	5,218.75
						<u>129,718.21</u>
12/21/2015	1	53046	000043	AIRGAS USA, LLC	CYLINDER RENTAL	54.56
12/21/2015	1	53047	000049	ALBEMARLE CORP	HYDRANT DEPOSIT REFUND	500.00
12/21/2015	1	53048	000095	AMERICAN PRIDE	REPAIR FLAGPOLES	431.28
12/21/2015	1	53049	000161	ASPLUNDH TREE EXPERT CO	SPRAYING	4,932.80
					SPRAYING	4,624.50
					SPRAYING	3,083.00
						<u>12,640.30</u>
12/21/2015	1	53050	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720	26.27
					REPAIR/MAINT SUPPLIES- ACCT #23300720	27.17
					REPAIR/MAINT SUPPLIES- ACCT #23300720	45.30
						<u>98.74</u>
12/21/2015	1	53051	003429	B. L. HARROUN	ANNUAL INSPECTION/FLOW ALARM	311.50
12/21/2015	1	53052	000229	BEAVER RESEARCH COMPANY	SUPPLIES	215.05
12/21/2015	1	53053	000247	BENTLEY SYSTEMS INC	SUBSCRIPTION	6,215.00
12/21/2015	1	53054	000304	ROBERT W. BOGNER & ASSOC, INC	VALUE OF PART TAKEN APPRAISAL OF 9220 76	2,500.00
12/21/2015	1	53055	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	1,109.99
12/21/2015	1	53056	003412	CAMP & CRUISE INC	EZ - LAUNCH DOCK & ADA LAUNCH - PROJ 191	47,207.00
12/21/2015	1	53057	000407	CASCO TOWNSHIP	2015 WINTER TAX PARCEL 03-02-030-008-00	2,579.49
12/21/2015	1	53058	000430	CENTURY LINK	LONG DISTANCE	63.42
12/21/2015	1	53059	000463	CITY OF SOUTH HAVEN	15 WINTER TAXES - 229 ELKENBURG	544.15
					80-53-503-011-40	14.81
						<u>558.96</u>
12/21/2015	1	53060	000471	CITY PLUMBING & HEATING CO	PREVENTIVE MAINTENANCE - CITY HALL	236.00
12/21/2015	1	53061	000484	COASTAL LANDSCAPING INC	LANDSCAPING INSTALLATION	12,090.00
					LANDSCAPING INSTALLATION	1,287.00
						<u>13,377.00</u>
12/21/2015	1	53062	000502	COMMUNITY ANSWERING SERVICE	ANSWERING SERVICES	419.60
12/21/2015	1	53063	000505	COMPTON INC	INSTALL WATER SERVICE AT SUPERIOR ST CEN	7,565.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					WORK AT CITY HALL/ARNIES PATIO	11,427.59
					CONCRETE REPAIRS AT CONGER, PEARL & LAGR	4,624.28
					WATER TAPS IN CASCO TWP	1,685.00
					SIGN BOARD RENTAL	200.00
						<u>25,501.87</u>
12/21/2015	1	53064	003428	CONNECTION SERVICE CO. INC.	SUPPLIES	237.95
12/21/2015	1	53065	000519	CONSUMERS ENERGY	MIJUNS MAINT FEE	225.00
12/21/2015	1	53066	000622	DELL MARKETING L P	BATTERIES	487.45
12/21/2015	1	53067	000624	DELTA DENTAL OF MICHIGAN	INSURANCE	5,485.52
12/21/2015	1	53068	000637	DICKINSON WRIGHT	LEGAL SERVICES	361.00
					LEGAL SERVICES	1,021.02
					LEGAL SERVICES	209.00
					LEGAL SERVICES	13,153.00
						<u>14,744.02</u>
12/21/2015	1	53069	003307	DIGITAL ALLY	WI-FI PACKAGE ADAPTER & GPS CABLE ASSEMB	510.00
12/21/2015	1	53070	003398	ECO DEMOLITION, INC.	229 ELKENBURG DEMOLITION	77,080.91
12/21/2015	1	53071	000716	EJ USA INC	SUPPLIES	3,039.50
12/21/2015	1	53072	000731	EMERGENCY MEDICAL PRODUCTS INC	GLOVES	305.25
12/21/2015	1	53073	000754	FACTORY CONDOMINIUM ASSOC	BROWNFIELD REIMBURSEMENT	4,176.30
12/21/2015	1	53074	003193	FISHBECK, THOMPSON, CARR & HUBER	DIST FLUSHING PROG	1,512.00
12/21/2015	1	53075	003072	MARY ANN FRAZIER	MILEAGE REIMBURSEMENT	128.80
12/21/2015	1	53076	000843	FRONTIER	TELEPHONE 616-040-1864-120202-5	29.22
					TELEPHONE 269-637-3251-010165-5	58.82
					TELEPHONE 269-637-5493-070711-5	127.61
					TELEPHONE 269-637-5084-060311-5	275.48
					TELEPHONE 269-639-8034-092904-5	40.92
						<u>532.05</u>
12/21/2015	1	53077	003040	GREAT LAKES ENGINEERING GROUP	UNDERWATER BRIDGE INSPECTION FOR DYKMAN	5,900.00
12/21/2015	1	53078	000980	HALL'S SAFETY EQUIPMENT CORP	HAT LINERS	87.60
12/21/2015	1	53079	001046	HERALD PALLADIUM	ADVERTISING & PUBLISHING	1,379.28
12/21/2015	1	53080	001129	ICMA MEMBERSHIP RENEWALS	ANNUAL MEMBERSHIP	796.22
12/21/2015	1	53081	001134	IDEXX DISTRIBUTION INC	SUPPLIES	39.76
12/21/2015	1	53082	001141	INDIANA MICHIGAN POWER	COVERT ELECTRIC 040-008-013-1-8	26.90
					COVERT ELECTRIC 044-832-292-1-9	47.82
						<u>74.72</u>
12/21/2015	1	53083	001162	INTERSTATE BATTERY SYSTEMS	BATTERIES	74.88
					BATTERIES	108.95
						<u>183.83</u>
12/21/2015	1	53084	001171	J & L ORCHARD SUPPLY LLC	SUPPLIES	55.00
12/21/2015	1	53085	001186	JENSEN'S EXCAVATING INC	CRUSHED ASPHALT- 72410 M-43	283.00
					BRP LAUNCH ACCESSIBILITY LANDSIDE WORK -	60,022.30
					INSTALL SEWER SERVICE LINE - 31 THIRD ST	9,284.00
						<u>69,589.30</u>
12/21/2015	1	53086	001196	JOHN'S STEREO INC	LEGAL PADS	5.94
12/21/2015	1	53087	001271	K-JAM SUPPLY INC	SUPPLIES	709.95
12/21/2015	1	53088	001252	KENT POWER INC	104 PR-B BLUE STAR HIGHWAY	23,374.48
					104 PR-B BLUE STAR HIGHWAY	52,891.06

CHECK REGISTER FOR CITY OF SOUTH HAVEN
 CHECK NUMBERS 53045 - 53142

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						76,265.54
12/21/2015	1	53089	001298	KREIS,ENDERLE,HUDGINS & BORSOS PC	LEGAL SERVICES-LABOR & EMPLOYMENT MATTER	220.00
12/21/2015	1	53090	001331	LAKE MICHIGAN MAILERS	MAILING FEES C-378	10,000.00
12/21/2015	1	53091	003432	LAKESHORE IRON, LLC	WELD, PAINT & INSTALL GRATE FOR WINDOW	1,600.00
12/21/2015	1	53092	001343	LAKESHORE PAINT & ARTWORKS	CITY HALL SUPPLIES	72.50
					STREET SUPPLIES	7.10
						79.60
12/21/2015	1	53093	001373	LAWN BOYS INC	LAWNCARE	395.00
12/21/2015	1	53094	001387	LERMA INC	MEMBERSHIP RENEWAL	45.00
12/21/2015	1	53095	001405	LINCOLN NATIONAL LIFE INS CO	INSURANCE	3,339.34
12/21/2015	1	53096	001467	MARK A MANNING	ATTORNEY SERVICES	3,520.00
12/21/2015	1	53097	001544	MENARDS	MAINTENANCE SUPPLIES	97.59
					MAINTENANCE SUPPLIES	109.92
					MAINTENANCE SUPPLIES	67.37
					MAINTENANCE SUPPLIES	34.99
					MAINTENANCE SUPPLIES	22.39
					MAINTENANCE SUPPLIES	148.95
					MAINTENANCE SUPPLIES	16.91
					MAINTENANCE SUPPLIES	54.46
						552.58
12/21/2015	1	53098	001579	MICHIGAN ASSESSORS ASSOC	MEMBERSHIP RENEWAL	75.00
12/21/2015	1	53099	003353	MLIVE MEDIA GROUP	EMPLOYMENT ADVERTISING	2,248.89
12/21/2015	1	53100	001766	MUZZALL GRAPHICS	1099'S, W-2'S, 1095C'S &1094C'S	173.98
12/21/2015	1	53101	001888	OKUN BROTHERS SHOES	BOOTS	149.96
12/21/2015	1	53102	001893	OLSON BROTHERS CONTRACTORS	CITY HALL DOORWAY RENOVATIONS	32,335.00
12/21/2015	1	53103	002002	PLUMBER'S PORTABLE TOILETS	RENTALS	140.00
12/21/2015	1	53104	002020	POWER LINE SUPPLY CO	CLEAN & TEST GLOVES & BLANKET	256.00
					MAINTENANCE SUPPLIES	1,717.36
					MAINTENANCE SUPPLIES	1,384.00
					MAINTENANCE SUPPLIES	189.00
						3,546.36
12/21/2015	1	53105	002033	PRI MAR PETROLEUM INC	CARS WASHED	20.00
12/21/2015	1	53106	002114	RATHCO SAFETY SUPPLY INC	STREET SIGNS	300.00
12/21/2015	1	53107	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-9646005	28,502.58
12/21/2015	1	53108	002155	RIDGE AND KRAMER AUTO PARTS	MAINTENANCE SUPPLIES	15.99
					MAINTENANCE SUPPLIES	95.20
						111.19
12/21/2015	1	53109	002184	ROD'S PRINTS & PROMOTIONS	SWEATSHIRTS WITH EMB	820.00
12/21/2015	1	53110	002267	SECANT TECHNOLOGIES	OFFICE RECBLING	1,887.00
12/21/2015	1	53111	002268	SECURALARM SYSTEMS INC	LENEL LICENSE UPGRADE TO ADV #2 - CITY CENTRAL STATION MONITORING - CITY HALL	2,985.00 318.00
						3,303.00
12/21/2015	1	53112	002361	SMITH'S CONCRETE CUTTING	CONCRETE CUTTING	913.48
12/21/2015	1	53113	003098	SHAWN SMITH	HEART SAVER FIRST AID	480.00
12/21/2015	1	53114	003131	SOUTH HAVEN FAMILY CAMPGROUND	ELECTRIC REBATE	69.30
12/21/2015	1	53115	003132	SOUTH HAVEN HEALTH SYSTEM	PHYSICALS	189.00
12/21/2015	1	53116	002453	SPENCER MANUFACTURING, INC	LED LIGHT	106.00

CHECK REGISTER FOR CITY OF SOUTH HAVEN
 CHECK NUMBERS 53045 - 53142

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					LED LIGHT	141.00
						<u>247.00</u>
12/21/2015	1	53117	002461	SPRING BROOK SUPPLY	PARTS	32.58
12/21/2015	1	53118	002478	STAPLES ADVANTAGE	SUPPLIES	268.19
12/21/2015	1	53119	002491	STATE OF MICHIGAN	QUARTERLY LOAN PAYMENT MSC 200040-EDIG	6,802.09
12/21/2015	1	53120	003258	STATE OF MICHIGAN	NOTARY APPLICATION FOR JARED KNAPP	10.00
12/21/2015	1	53121	002504	STATE OF MICHIGAN	NPDES ANNUAL PERMIT FEE FOR MI0020320	5,500.00
12/21/2015	1	53122	002583	TELE-RAD INC	INSTALL VISOR LED	154.60
12/21/2015	1	53123	002590	TERRA CONTRACTING LLC	229 ELKENBURG TRANSFORMER CLEANING	8,909.00
12/21/2015	1	53124	002654	TRANE U.S. INC	REPAIRS	238.00
12/21/2015	1	53125	002665	TRECORE	TREE WORK	14,540.00
12/21/2015	1	53126	002721	UPLINK SECURITY LLC	MONTHLY SERVICE FEE	7.45
12/21/2015	1	53127	002726	US BANK	PAYING AGENT FEE	500.00
					PAYING AGENT FEE	500.00
					PAYING AGENT FEE	500.00
						<u>1,500.00</u>
12/21/2015	1	53128	002746	VAN BUREN CONSERVATION DISTRIC	HOUSEHOLD HAZARDOUS WASTE RECYCLING	966.53
12/21/2015	1	53129	003431	VAN'T HOF DOOR & GATE SYSTEMS	REPAIR GATES	238.00
12/21/2015	1	53130	002777	VANDERZEE MOTORPLEX	MAINTENANCE SUPPLIES	32.06
12/21/2015	1	53131	002788	VERDIN COMPANY	MAINTENANCE SERVICE AGREEMENT	795.00
12/21/2015	1	53132	002792	VERIZON WIRELESS	CELL PHONES 542074882-00001	69.12
12/21/2015	1	53133	003169	VILLA ENVIRONMENTAL CONSULTANTS	BEA & DUE CARE PLAN - 229 ELKENBURG	1,875.00
					ASBESTOS RMVL. MGMT. - 229 ELKENBURG ST	1,500.00
					HARZARDOUS MATERIAL REMOVAL MGMT. - OVER	3,300.00
						<u>6,675.00</u>
12/21/2015	1	53134	002815	VREDEVELD HAEFNER LLC	PROGRESS ON AUDIT	4,700.00
12/21/2015	1	53135	003389	WAGENMAKER'S CONSTRUCTION	CENTER FOR THE ARTS ADA RENOVATIONS	25,414.00
12/21/2015	1	53136	002822	WAGNER'S PLUMBING & HEATING	DRAIN BATHROOMS AT PARKS	975.00
					REPAIRS - DYCKMAN PARK	180.00
					DRAIN BATHROOMS - HURON STREET	197.48
						<u>1,352.48</u>
12/21/2015	1	53137	002860	WEBB CHEMICAL SERVICE CORP	FERRIC CHLORIDE	4,964.14
12/21/2015	1	53138	003419	WEINGARTZ	TORP TRX-26 TRENCHER & ACCESSORIES	15,761.60
12/21/2015	1	53139	002883	WEST MICHIGAN DOCUMENT	SHREDDING SERVICE	45.00
12/21/2015	1	53140	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	TIRES	1,474.80
12/21/2015	1	53141	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	37.97
12/21/2015	1	53142	002953	WOODHAMS, INC , DON	2016 FORD ESCAPE WAGON	24,197.00

1 TOTALS:

Total of 98 Disbursements:

727,237.73

**EMPLOYMENT AGREEMENT
(City Manager)**

This Employment Agreement is made between the City of South Haven, a Michigan municipal corporation (the "City"), and Brian C. Dissette, an individual ("Employee").

IN CONSIDERATION OF the following terms conditions and covenants, the parties agree:

1. EMPLOYMENT. The City employs Employee as the City Manager of the City. Employee accepts such employment/appointment and agrees to work with and be responsible to the City Council. Employee understands and acknowledges that under the City Charter, Employee shall serve in the office at the pleasure of the majority of the City Council.
2. TERM. Pursuant to the City Charter, Employee's period for employment shall be for an indefinite term. The parties anticipate that Employee's tenure as City Manager will be for a period of five (5) years or longer. However, there is no agreement or commitment for any definite minimum term of employment in that Employee is an at-will employee and can be terminated at any time under the terms of Items 13 and 14 in this agreement.
3. DUTIES. Employee shall perform all duties specified in Section 4.7 of the City Charter, all duties specified by ordinances, and all such other proper duties as assigned by the City Council from time to time. Employee agrees to devote full time to his duties as City Manager. Employee shall not directly engage in or carry on any other business activity for compensation for his own benefit or for the benefit of any other person, entity, firm or corporation without the prior consent of the City Council. Employee agrees to carry out his duties in an efficient and conscientious manner, and to exercise his discretion and judgment in the best interests of the City at all times.
4. SALARY. The City shall pay Employee as compensation for services rendered, an annual salary of \$102,000.00 payable in accordance with the payroll schedule applicable to other employees of the City. A performance bonus of four thousand dollars (\$4,000) will be paid with the first pay period following the execution of this agreement. Subsequent adjustments in Employee's salary shall be made in conjunction with the annual performance review/evaluation of Employee conducted by the City Council. If, due to general budget cutbacks, a reduction is made to Employee's and City department directors' salaries, Employee's salary shall not be reduced by a larger percentage than the average percentage reduction for department directors. Salary adjustments during Employee's employment will be based upon relevant factors including without limitation, Employee's formal performance review, City Charter requirements, budget limits, availability of funds, provisions of state law, and compensation adjustments for other City employees under any plan/policy adopted by the City Council. Any such future adjustments of Employee's annual salary shall take effect as of the employee's anniversary date in current position.
5. PERFORMANCE REVIEW/EVALUATION.
 - A. The City Council shall conduct an annual performance review/evaluation of Employee, which shall be completed prior to the City Council's approval of the City's budget for the next fiscal year. The method of evaluation shall be formulated by the City Council in consultation with Employee.

- B. Promptly after the annual performance review, the City Council and Employee shall establish performance goals and objectives for the following fiscal year.
6. RESIDENCY. It is the express desire of the City Council that Employee shall reside within the City limits during Employee's employment, although the Council recognizes that residency cannot be required according to State Statute.
 7. VACATION. For the purpose of determining the vacation benefit, Employee shall be credited with ten years of employment and thus shall receive twenty (20) work days of vacation leave credits. Such vacation leave credits will accrue for each year in the manner provided in the Personnel Policy and Procedures adopted, and as may be modified from time to time, by the City, applicable to all full-time management employees. Vacation leave credits not used during the calendar year in which they accrue may not be carried over into the following calendar year(s), except as provided by the City's Personnel Policy. Employee shall obtain prior approval of the City Council for use of vacation leave credits. Upon resignation, Employee is not entitled to use the balance of his accrued vacation to fulfill the 30 day notice requirement. Employee is entitled to be paid for any accrued but unused vacation in the event of resignation, retirement, termination, or vacancy in the office under 13D.
 8. PAID TIME OFF. Employee shall receive 60 hours of paid time off (PTO) days at the commencement of each year of employment and shall accumulate paid time off according to the provisions of the Personnel Policy and Procedures as adopted, and as may be amended from time to time, by the City applicable to all full-time management employees. Use of such PTO days shall be subject to and governed by the City's Personnel Policy and Procedures.
 9. COMPUTER AND CELL PHONE. Employee's duties require that Employee may find it necessary to work at home after normal working hours, so the City shall provide Employee with a reasonably up-to-date laptop computer and software to be maintained and repaired by City. Employee shall use that computer in accordance with City policies and shall adhere to generally accepted standards for the care of such equipment. The City shall provide and pay operating charges for a cell phone for Employee for business and personal use.
 10. HOLIDAYS. Employee shall receive paid holidays in accordance with those uniformly provided to the City's full-time management employees.
 11. BENEFITS – INSURANCE.
 - A. Term Life Insurance. The City shall pay the full costs for a term life insurance policy on Employee in the amount of \$50,000.00, provided by an insurance company approved by the City. Employee shall designate the beneficiary of such life insurance. Such insurance shall continue during Employee's service under this Agreement.
 - B. Health Insurance. The City shall provide Employee with family coverage for health insurance benefits in the types and amounts and under the terms provided for other full-time non-represented employees of the City. If employee chooses to opt out of the City provided health insurance, an annual payment in lieu of insurance in the amount of \$4,000 shall be paid.
 - C. Disability Insurance. Employee shall receive short-term disability and long-term disability benefits as provided to other full-time management employees of the City.

- D. Other Insurance. Commencing on the date Employee commences service as City Manager, Employee shall receive the protection and benefits under the requirements of Michigan law for workers' compensation and for unemployment compensation and coverage under all liability and errors and omissions insurance maintained by the City as applicable to its full-time management employees.

12. BENEFITS - OTHER.

- A. Membership Dues. The City shall pay the dues for Employee's membership in the International City Council Management Association and the Michigan Local Government Management Association upon presentation of dues statements/invoices for such organizations. Employee may request the City Council to approve payment of membership dues for other professional or service organizations. If in its discretion the City Council determines that membership in such a professional or service organization is beneficial to the interests of the City and beneficial to Employee's performance of Employee's duties, and that payment of such membership dues is otherwise customary and appropriate under the circumstances, the City may approve payment of such membership dues upon Employee presenting a proper invoice or statement of the dues. Except for the two organizations specified above, approval of payment of dues for membership in a professional organization for one (1) year membership period shall not be deemed a commitment for dues payments for succeeding year's membership periods: a new/separate request and approval must be made and obtained.
- B. Professional Development. Employee may recommend and the City Council may approve in the City's annual budget, an amount to be budgeted to pay/reimburse Employee for tuition registration, fees, materials, meals, lodging and travel involving educational courses to be taken and/or seminars, workshops or conferences to be attended by Employee that are directly related to Employee's duties as City Manager. Employee shall obtain advance approval from the City Council prior to including any professional development expenses for which Employee will seek to use the budgeted funds. Which approval may be either as a specified item in the approved budget or as a separate request for approval if not a specific budget item.
- C. Automobile. Employee's duties require that Employee shall have an automobile available at all times during employment. The City shall pay Employee a car allowance of \$6,000 per year. The Car Allowance shall not be considered part of the gross salary when calculating retirement account contributions described in Section 12D of this Agreement. Employee shall be responsible for the automobile, its maintenance, repair, replacement, fuel and all necessary insurance required under Michigan law. When Employee is required to travel a distance greater than forty (40) miles from the city limits on City related business, Employee shall be reimbursed at the then current Internal Revenue Service business mileage reimbursement rate.
- D. Retirement.

The pension plan for the City Manager shall be administered by Municipal Employee Retirement System of Michigan (MERS). The benefits of the plan will be B-3 with the F50 (25) waiver. Employee will contribute to the retirement system the amount required of non-represented employees. The number of accumulated leave hours includable in the pension calculation will be capped at 240.

E. Business Expenses. Employee may recommend and the City Council may approve in the annual budget an amount to be budgeted for routine business expenses directly related to the performance of Employee's official duties as City Manager. Employee shall be reimbursed for such routine business expenses upon presenting appropriate receipts or vouchers for such expenses to the City Finance Department and receiving appropriate payment approvals, subject to the budget limitations. Any use by Employee of City credit cards or other charge accounts shall be done in strict compliance with the policies and practices established by the City.

13. TERMINATION. This Agreement and Employee's employment as City Manager may be terminated as follows:

A. Upon the agreement of the parties, which agreement shall be in writing and shall specify the effective date of termination.

B. Immediately upon the decision of the City Council to terminate this Agreement at any time after January 4, 2016. As the City Manager serves at the pleasure of the City Council, the decision to terminate may be with or without just cause.

C. By written resignation of Employee submitted to the City not less than thirty (30) days prior to the effective date of the resignation.

D. Immediately upon the occurrence of any event which by law creates a vacancy in the office or otherwise terminates the employment and/or, upon entry of an order of a court of competent jurisdiction which effectively terminates the employment.

14. SEVERANCE BENEFITS. Employee shall receive severance benefits from the City if the City terminates this Agreement under Section 13B, and such termination is not for the reasons listed in Section 14B. Employee shall receive no severance benefits if the Agreement is terminated by the City for a reason in Section 14B, if the Employee resigns, or if this Agreement is terminated under Section 13D. If this Agreement is terminated by agreement of the parties according to Section 13A, Employee's severance benefits, if any, shall be specified in that agreement.

Prior to the effective date of termination of this Agreement for one or more of the reasons listed in Section 14 B, the City Council shall notify Employee in writing of the reasons for its determination about Employee, and provide a description of the information upon which the City Council's decision to terminate this Agreement is based. Employee may respond in writing and may request, within ten working days of his receipt of this notice, a meeting with the City Council. If a meeting is requested, it will be set at a time and place determined by the City Council. To the extent allowed by law, this meeting shall be a closed session if Employee so requests. Employee may be represented at this meeting by a person chosen and compensated by Employee. At this meeting, Employee and/or his representative may present any information Employee believes appropriate in response to this notice. If Employee does not respond or request a meeting within ten working days after Employee receives City Council's notice, the Agreement shall be terminated effective the eleventh working day after Employee's receipt of the City Council's notice.

A. Severance benefits shall be:

1. Payment of an amount equal to six months of Employee's current salary payable as a continuation of salary payroll for such period and subject to all withholdings required by law. Commencing on January 1, 2016, an additional month is added for each year thereafter not to exceed twelve (12) months overall.
 2. Continuation of the Employee's current coverage under the City's current health and dental insurance, if that is possible, or reimbursement of the Employee for the amounts he pays in COBRA premiums for six months. If, prior to the expiration of the six months, the Employee starts another position that provides comparable health and dental insurance, the City's obligation under this provision 2 shall cease.
 3. Payment of the value of vacation leave credits accrued and unused by Employee as of the date of termination. It is acknowledged that, even if Employee is not otherwise entitled to severance benefits under this Section, Employee shall receive payment of such accrued and unused vacation leave credits. The City shall pay such amount within thirty (30) days from the date of termination.
 4. Payment of the value of unused PTO calculated and paid in accordance with the provisions of the City's Personnel Policy and Procedures applicable to retirees.
- B. For purposes of Section 13 and this Section, Employee shall not receive severance benefits if terminated for any of the following reasons:
1. Conviction or a plea of no contest to a Felony;
 2. Misconduct, whether during or outside the course of employment, which substantially impairs Employee's ability to function effectively as City Manager or which brings disrepute to the office of City Manager;
 3. Gross negligence in the performance of duties;
 4. Fraud or embezzlement;
 5. Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position of personal gain, or deliberate misrepresentation of material facts to the City Council;
 6. Willful neglect or abandonment of Employee's duties;
 7. Drug test confirming the use of illegal substances, or intoxication while working;
 8. Violations of federal or state laws, the City Charter and the Code of Ordinances of the City which would expose the City to civil liability and/or affect the validity and enforceability of City actions;
 9. Material breach of this Agreement.
- C. For purposes of this Section and except as may otherwise be agreed by the parties, a resignation by Employee in lieu of termination, shall be treated as a termination of this Agreement by the City under Section 13 B, for which Employee may receive severance benefits, if all of the following conditions are met:

1. The City informs Employee of its intent to bring the termination of Employee to the City Council for formal action and offers Employee the opportunity to resign and sign a release in lieu of such action, or alternatively, after being advised of such intention, Employee offers to resign and sign a release and the City agrees and accepts such resignation in lieu of formal final action for termination by the City Council; and
2. The City's termination would not have been for reasons of just cause, in whole or in part.

D. This Section shall not, and is not intended to, preclude the parties from negotiating other terms regarding severance benefits, upon mutual written agreement.

15. MISCELLANEOUS. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, officers, successors and assigns. This Agreement has been executed in Michigan and shall be governed by Michigan law. All parties to this Agreement submit to the jurisdiction of the state courts of Michigan. This Agreement may only be amended pursuant to a written document executed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of same or any other provision of this Agreement. If any provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one agreement. This Agreement represents the entire understanding and agreement between the parties and supersedes any prior oral or written understandings and agreements between the parties with regard to the matters addressed by this Agreement. The captions of this Agreement are for convenience only and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of January 4, 2016.

CITY OF SOUTH HAVEN

BRIAN C. DISSETTE

By: _____
Robert Burr, Mayor

Date signed: _____, 2015

By: _____
Amanda Morgan, City Clerk

Date signed: _____, 2015

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

**Tuesday, September 22, 2015
3:00 p.m., South Haven Charter Township Hall**

MINUTES

1. Call to Order

Meeting Opened at 3:00 p.m.

2. Roll Call

Members Present: Mr. Ross Stein, Mr. Dennis Fitzgibbon, Mr. Mark McClendon

Absent: Mr. Dana Getman, Dr. Robert Herrera

Guests: Mr. Brian Dissette, City Manager, City of South Haven
Mr. Peter Ter Louw, SWMLC
Mr. Tony McGhee, Abonmarche
Mr. Jason Marquardt, PE, Abonmarche

3. Approval of Meeting Minutes:

July 21, 2015 Board Meeting: Motion by McClendon, seconded by Fitzgibbon to approve the minutes as presented. All in favor, motion carried.

4. Approval of Agenda:

Motion by Fitzgibbon, seconded by McClendon to approve the agenda of the September 22, 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 \$131,197.38.

Motion by McClendon, 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 received an update on the planning efforts related to the proposed improvements to the soccer fields located on the property owned by the South Haven Public Schools.

The board was provided an update on the planning efforts, led by Abonmarche Engineering, for the proposed improvements to the soccer fields located on the property

*SHARA Meeting Minutes
September 22, 2015*

owned by the South Haven Public Schools, located at the corner of Aylworth and M-140. Jason Marquardt, PE, Abonmarche, described the proposed site grading for the existing soccer fields and the planned timeline for grading. Marquardt noted that Abonmarche recommended bidding the scope of work this winter, and noted that construction should occur in the late spring/summer in 2016. The board discussed the winter bidding schedule and agreed to consult staff from South Haven Public Schools, prior to finalizing the bidding plans. Dissette noted that the legal agreement between the board and South Haven Public Schools should be completed in the coming weeks. Upon completion of the draft agreement, Dissette noted that he will seek feedback from Dr. Herrera.

8. SHARA Board was asked to consider approval of Resolution 2015-02, an authorizing resolution for the MDNR grant agreement for the Pilgrim Haven improvement project.

The board was asked to consider approval of Resolution 2015-02, an authorizing resolution for the Michigan Department of Natural Resources (MDNR) grant agreement for the Pilgrim Haven improvement project. Dissette noted that the MDNR has committed \$50,000 in grant funding towards improvements at the Pilgrim Haven site. Dissette further noted that for the grant to progress, the MDNR requires the board to provide \$50,000 in matching funds (which can include a variety of in-kind donations.) It was further noted that the MDNR also requires the approval of an authorizing resolution and completion of a project agreement.

Ter Louw noted efforts by Southwest Michigan Land Conservancy to engage the public at the Pilgrim Haven site. Ter Louw also noted continued efforts to raise funds for the development of Pilgrim Haven.

Motion by Fitzgibbon, seconded by McClendon to approve Resolution 2015-02, an authorizing resolution for the MDNR grant agreement for the Pilgrim Haven improvement project. All in favor, motion carried.

9. Staff member comments:

No comments.

10. Board member comments:

No comments.

11. Adjourn

Motion by McClendon, seconded by Fitzgibbon to adjourn the meeting. All in favor, motion carried. The meeting was adjourned at 3:40 p.m.

Respectfully submitted by,

Brian Dissette
City Manager, City of South Haven

Board of Public Utilities

Regular Meeting Minutes

Monday, October 26, 2015
4:00 p.m., DPW Conference Room
1199 8th Avenue



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

2. Roll Call

Present: Burr, Roberts, Rose (ex-officio) 4:11 p.m., Winkel, Stickland
Absent: Henry, Overhiser (ex-officio), Stein (ex-officio)

3. Approval of Agenda

Motion by Burr, second by Roberts to approve the October 26, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record – August 31, 2015 Regular Meeting Minutes

Motion by Winkel, second by Roberts to approve the August 31, 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

There were none.

REPORTS

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

- A. 2015 Billings – All Charges
- B. 2014 Billings – All Charges

Discussion ensued regarding the demand and the cost as well as the true-ups and which month's energy cost we are seeing on our reports. Discussion also centered on purchasing power on the free market and what all that entails.

7. Financial Reports

- A. Electric Fund – Financial Statement, August
- B. Electric Fund – Financial Statement, September
- C. Electric Fund – Review of Percentage Billed

Questions were posed about how accurate the numbers are that we are getting and their relationship to reserves. Discussion ensued about how to know the numbers are accurate; whether another system of reporting would be better and how budgeting decisions can be made with the numbers being received. Can the present accounting system provide the numbers that are needed by the board? It was noted that the financial director would have better numbers after the auditors were done. Burr noted we appear to be off by half a million dollars. The question is whether rates need to increase to make up the deficit that appears to be there. Rose pointed out some points about change orders during projects. Halberstadt noted that he was not directly involved on the first two phases of Core City projects and does not know if there were any significant change orders.

Burr specifically wants to know whether we need a rate increase. Stickland asked what happened to the \$500,000. It is almost November and we still haven't seen year end numbers.

- D. Water Fund – Financial Statement, August
- E. Water Fund – Financial Statement, September
- F. Water Fund – Review of Percentage Billed

It was noted that there are minimal projects so it is easier to see. Halberstadt noted the monthly budget has traditionally been shown as the annual budget divided by twelve.

- G. Sewer Fund – Financial Statement, August
- H. Sewer Fund – Financial Statement, September

Roberts had questions about the water/sewer agreement revisions and whether it has been done. Stickland said we were given a proposed draft by our attorney; Stickland sent questions and got responses back, but that is the last he has heard. Rose pointed out that Covert is just like a regular water customer. Roberts read the previous agreements with Casco and Covert. Halberstadt noted the city bought back the excess water under what is called the Rate Replacement Agreement. There was discussion of the Covert customers now being the same as South Haven customers; Covert doesn't purchase water and resell it.

Discussion ensued regarding the sewer numbers being derived numbers and whether we know how much we are using. Halberstadt noted that flow metering was performed as part of the S2 study. Roberts would like to know the proximity of the township water sewer authority and how much capacity they have left.

8. Quarterly Outage Report

- A. Electric Outage Report – 3rd Quarter 2015

Discussion ensued regarding Asplundh being in town doing some trimming until the city feels that Priebe and his crews are caught up. Burr noted we have thirty-nine percent (39%) less tree caused outages. In all categories the outages are down.

NEW BUSINESS

9. Board will be requested to review Energy Optimization Programs for 2016-2018.

Halberstadt noted that at the August meeting we had hoped that with the delay of a month or two we would have a legislative solution but as of this point in time that has not happened. The Senate bill hasn't changed and the House bill's last draft changed a little bit. The current draft of the House bill would require municipal electric utilities to continue to provide energy optimization services for one hundred eighty (180) days. Discussion ensued regarding when there would be agreement.

Burr noted we are going to meet with some people tomorrow to determine if they can provide a service; otherwise we have to provide information. Whatever decision we make tomorrow we need to send to City Council. Stickland asked what we have to do; part of this project is to provide energy audits to customers. If we are to do it ourselves, are we required to do audits? Halberstadt pointed out that there is an educational effort component.

Motion by Winkel, second by Burr to have the City Manager and Mayor make the decision after the meeting tomorrow.

All in favor. Motion carried.

Discussion ensued regarding the line item surcharge versus the surcharge being part of the base electric rate. Halberstadt explained that we need to look at rates because the current Energy Optimization surcharge expires at the end of the year.

Motion by Burr, second by Roberts to continue the Energy Optimization surcharge as of January 2015.

All in favor Motion carried.

10. City Engineer Comments

A. Next Meeting is scheduled for November 30, 2015.

11. Board Member Comments

Roberts: Had questions about the Blueberry Freezer Storage project; the status of the sewer plant bonds and the water and sewer rate study.

Rose: Covert Township filed with the State on the Covert Generating Plant. The West Michigan Flocking plant may relocate in Covert. We are looking at retaining jobs.

12. Adjourn

October 26, 2015
Board of Public Utilities
Regular Meeting Minutes

Motion by Winkel, second by Roberts to adjourn at 5:25 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, November 9, 2015
4:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Henry at 4:20 p.m.

2. Roll Call

Present: Dotson, Gawreliuk, Herrera, Klavins, Timmer, Henry
Absent: Bolt, Erdmann, Schaffer, Valentine

Also present: Brian Dissette, City Manager; Kate Hosier, City Clerk

3. Approval of Agenda

Motion by Klavins, second by Dotson to approve the November 9, 2015 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – October 12, 2015

Motion by Klavins, second by Dotson to approve the October 12, 2015 Regular Meeting Minutes 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. Financial Report

VandenBosch reviewed the Financial Report.

In response to questions VandenBosch enumerated the expenses realized.

Motion by Timmer, second by Klavins to accept the Financial Report as presented.

All in favor. Motion carried.

7. Factory Condominium Reimbursement Request

VandenBosch detailed the Factory Condominium Reimbursement Request, noting they have well in excess of the amount being requested. In response to a question by Henry regarding whether this kind of request will dissipate once the Department of Environmental Quality (DEQ) completes their work VandenBosch noted such requests will not go away but will continue due to continued monitoring of the remediation site.

Motion by Dotson, second by Klavins to approve payment of \$10,760.01 as brownfield reimbursement of the invoiced environmental expenses to the Factory Condominium Association.

All in favor. Motion carried.

8. Factory Condominium Demolition Revolving Fund Expenses

VandenBosch noted these funds have been paid and this is a Factory Condominium demolition cost to come from the Factory Condo Brownfield Plan. Maximum capture will be increased by the amount of the project. This is done in a way that future auditors will have a paper trail including all invoices, Department of Environmental Quality (DEQ) approval of the work plan; this is an accounting action.

Henry wondered if this resolution had been reviewed by legal counsel to which VandenBosch responded, "No, but attorneys put together a memo of understanding and I am following the outline."

Motion by Dotson to approve Resolution 2015-04 authorizing brownfield reimbursements for demolition work at Belgravia Factory Condominium. Second by Klavins.

All in favor. Motion carried.

9. General Comments

VandenBosch: thanked the board for many years of improvements to the city of South Haven. Expressed hope that the funds, provided via tax capture, were used responsibly and enhanced the areas worked on. Thanked the board for their volunteer time and guidance.

Henry: thanked VandenBosch for his service.

10. Adjourn

Motion by Klavins, second by Herrera to adjourn at 4:29 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Local Development Finance Authority

Regular Meeting Minutes

Monday, November 9, 2015
4:00 p.m., Council Chambers
South Haven City Hall



City of South Haven

Due to the absence of the chair and co-chair, VandenBosch asked for a motion to appoint a chairperson for these meetings.

Motion by Klavins, second by Dotson to appoint Henry as temporary chair.

All in favor. Motion carried.

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

2. Roll Call

Present: Dotson, Gawreliuk, Herrera, Klavins, Timmer, Henry
Absent: Erdmann, Schaffer, Valentine, Bolt

Also present: Brian Dissette, City Manager; Kate Hosier, City Clerk

3. Approval of Agenda

Motion by Timmer, second by Klavins to approve the November 9, 2015 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – October 12, 2015 Regular Meeting

Motion by Klavins, second by Gawreliuk to approve the October 12, 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. Financial Report

VandenBosch reviewed the Financial Report.

Motion by Dotson, second by Klavins to accept the Financial Report.

All in favor. Motion carried.

7. Economic Development Report

McCloughan was not available to give the Economic Development Report.

8. MBG Utility Incentive Extension

VandenBosch reviewed the details of progress on getting work done, noting that due to inability to make the deadline and have asked for a six (6) month extension. The agreement was for a \$150,000 credit toward utilities (water and sewer connection fees). VandenBosch explained that payment has already been made, so the financial report will not change if this payment is made.

In response to a question from Dotson regarding the delay, VandenBosch explained that he knows the developers are working on a lot split between Hanson's, Michigan Blueberry Growers and Dole, which is just one of the issues, although the city is not privy to the details.

Henry asked what if extension is not granted what the consequences would be to which VandenBosch responded that the developers would then have to pay a full connection fee and the \$150,000 would be refunded from the city's water fund to the LDFA.

Klavins asked if the \$150,000 covers all their tap fees which VandenBosch responded that it will not cover all of the fees.

Dissette stated he was notified by Jansen that the lot split application should be in today or tomorrow. The complexity of arrangements is much more complicated than a usual deal, with two (2) to three (3) owners of one structure working out the details is taking longer than anticipated.

Henry asked if the city is optimistic about the project continuing forward and VandenBosch responded, "Yes."

VandenBosch explained the content of the resolution provided to extend the incentive.

Motion by Klavins, second by Dotson to approve Resolution No. 2015-04, a Resolution Authorizing a Development Incentive Executive for a Development at 1600 and 1800 2nd Avenue.

A Roll Call vote was taken:

Ayes: Dotson, Gawreliuk, Herrera, Klavins, Timmer, Henry

Nays: None

Motion carried.

9. Overton Easement

VandenBosch reviewed the details of the Overton Easement, noting that the Department of Environmental Quality (DEQ) had planned to enter the site through the parking lot but due to a steep area of the parking lot, the suggestion is to create an easement through the Overton property. This easement will allow the DEQ to do the cleanup on the site and re-route the bike path. City Council approved the easement because they own the bike path; it was approved with the condition that the path be restored with asphalt. VandenBosch noted that the acronym HMA refers to Hot Mix Asphalt. At completion of the project the state will come in and restore everything according to the site plan used by the city.

Henry asked the expected duration to which VandenBosch responded twenty-four (24) months between construction and treatment.

Gawreliuk asked why pavement was proposed and VandenBosch noted that people in wheelchairs and strollers and many other users that would benefit from the asphalt.

Dotson asked if the bike path will be usable when the equipment is not present and VandenBosch responded, "Yes, there will be a fence separating the work site from the path, with stop signs so the trail will continue to be usable for bikes and pedestrians."

Disette: "The work being proposed brings an end to a long open chapter related to environmental considerations at the Factory Condominium site. The state has agreed to expand that footprint and will be buying the electricity for the cleanup work from the city electric utility. Long standing remediation concerns will be settled and the city will be selling the electric to the state for the cleanup work."

Motion by Timmer, second by Klavins to approve the Overton Easement for access to property for environmental remediation, as proposed.

All in favor. Motion carried.

10. NAI Wisinski Agency Agreement

VandenBosch explained that this agenda item has to do with the brokerage agreement being extended for one year on the Bohn property with a seven percent (7%) brokerage fee with minimum commission of \$5,000 per transaction.

VandenBosch noted there have been several showings of the building and it has been useful to have a broker available to show the building.

Klavins asked about updates and VandenBosch noted that Cindy Compton, a local realtor who has been marketing the property, calls with a weekly update.

Henry believes it makes sense to keep this activity going.

Motion by Dotson, second by Gawreliuk to approve the amendment to the 220 Aylworth listing agreement with Dane Davis, NAI Wisinski of West Michigan.

All in favor.

Motion carried.

11. Bohn Warehouse Improvement Proposal

VandenBosch explained that approving this amendment is at the board's discretion. East Jordan Plastics, a local company, wants to rent the building to use as cold storage but cannot get occupancy without sprinkling, lighting and exit paths. VandenBosch is not sure how much it would cost to bring the building into occupation status so asked Abonmarche for a proposal and sample bid package to get the building into condition for cold storage. Their architects proposed \$2,200 to give the city a number which includes an engineer's estimate to bring the building to a condition to rent for cold storage and have a bid packet ready if the board chooses to do so.

Dissette: "This is something I would personally endorse. We have East Jordan Plastics, they have rented that building in the past; this is something that if we had a clear understanding what it would take to get an occupancy permit, as Compton is marketing this, is something we need to know in case we get an offer." Dissette noted he has been through the building; there have been improvements in lighting and cleaning but having a water system in place is a question and this seems to be the efficient way to determine what the costs are.

Henry noted that the proposal seems to make sense but fire suppression would seem to be the issue.

Dotson asked whether the board would we have an answer to this by next time we meet to which VandenBosch responded, "Potentially."

Motion by Klavins to authorize a study by Abonmarche on renovation of the Bohn building for cold storage at a cost of \$2,200. Second by Dotson.

All in favor.

Motion carried.

12. General Comments

Henry: You kept us busy on this last meeting.

There were no other comments.

13. Adjourn

Motion by Klavins, second by Gawreliuk to adjourn at 4:20 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Parks Commission

Regular Meeting Minutes

Tuesday, November 10, 2015
6:00 p.m., Council Chambers



City of South Haven

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

2. Roll Call

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

3. Approval of Agenda

Motion by Fitzgibbon, second by Toneman to approve the November 10, 2015 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record – September 15, 2015

Motion by Moore, second by McAlear to approve the September 15, 2015 Special Meeting Minutes as written.

All in favor. Motion carried.

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

None at this time.

REPORTS

6. Black River Park Accessible Boat Launch – Construction Update

Halberstadt updated the board on the construction being done by Jenson Excavating and to be followed by a company that installs the accessible portion of the launch equipment. Halberstadt noted that to meet the criteria of the grant, the lift will be installed by the deadline and then removed for the winter.

Discussion ensued regarding the location of the boat launch.

In response to a question by Moore regarding the purpose of the launch, Halberstadt explained that it is for access by people with handicaps and is designed for single-person water craft.

Reinert suggested Halberstadt take a look at the kayak launch area near the Maritime Museum, which she said is in bad repair and she feels is kind of dangerous. Reinert stated that it is not used a lot but it is used, particularly by people who rent water craft from the nearby rental store.

NEW BUSINESS

7. Commission will be requested to continue review of the City Gift Policy.

Moore commented that there is a phenomenal gift policy included in the packet; Reinert noted there are a couple of policies. Reinert suggested reviewing it before the next meeting and emailing suggestions/comments regarding the proposed draft gift policy.

Halberstadt stated that the board previously liked the Grand Haven policy and he merged information from the Grand Haven policy and the current South Haven policy in an attempt to clarify more issues.

Reinert reminded that the board had talked about really looking into the future to see what we have on the table for the next several years; with people wanting to have something to donate that we would be looking at trying to determine things we are going to need in the future. Halberstadt noted that he did look at that, such as Item 6A, which addresses needs at certain facilities, to try to encourage people to make donations at those locations. Halberstadt described this like a general framework for dealing with donations.

Moore would like to take more time to look at the proposed gift policy which Halberstadt said is fine. "If you do not feel like making a decision on it tonight, take it home and read through it; if you have comments send them to me over the next month."

Discussion ensued regarding the difference in time frame based on maintenance issues and life of the donation. Moore asked if there is a maintenance fund; Halberstadt said if there will be maintenance needs, staff would like to try to make an agreement with the donor in writing where they acknowledge they will contribute to maintain it.

Toneman asked, "If a wealthy donor wanted to contribute the splash pad, for example, would they also have to pay maintenance?" Fitzgibbon said, "That is a very good question. It would be a tax deductible donation for the donor and if the city is already planning to do that, the city might step forward to do the maintenance." Halberstadt agreed and noted that the city did a license agreement with HASH regarding the bricks down near the lighthouse and explained that there would a contribution by the city for maintenance.

McAlear pointed out the wording in the existing policy and discussion ensued regarding who would pay for what and how that would be negotiated. McAlear also pointed out that longevity is addressed in the proposed policy. Moore said if someone wants to donate a bench, the policy states there is a finite life span and the city reserves the right to replace the bench, after an attempt to contact the donor to see if they want to replace it. If unable to contact the donor, then it would be open for someone else to donate a replacement. After

questions, McAlear noted his experience from insurance work is that contact is attempted at the last known address and that is considered appropriate. Fitzgibbon noted that the onus would be on the donor to provide changes of contact information. Halberstadt said it is a fine balancing act to not make it so restrictive that no one wants to donate anything but to leave some things open to the discretion of staff.

Reinert suggested all go back and take a look. If clarifications are needed, those recommendations can be made and this item put on the agenda for next month's meeting.

8. Commissioner Comments

Moore asked for an update about the beach flags which Halberstadt noted was discussed at the last meeting and will be implemented in the spring.

Moore asked for an update about the cemetery. Halberstadt said he thought we asked Abonmarche for a proposal and he has not seen that come across his desk.

Moore asked for an update on Black River Park. Halberstadt said he hoped to bring that back this month but Abonmarche is working on the design and are not far enough along to bring a design to us.

Toneman thanked Halberstadt for coming out and looking at the streets when they were doing the street project. Expressed concern about School Street from Erie to the Farmer's Market; noted that he was assured that the next project is going to be Huron; stated that there really needs to be a crosswalk where people in cars have to stop to let pedestrians out of the Farmer's Market. Expressed the need for a better pedestrian walkway. Discussion ensued about who is responsible for that which Halberstadt thought is more DDA than anything. Toneman hopes that there could be a sidewalk on one side of the street or other for people to get out of Farmer's Market.

Fitzgibbon had a question about the date for the December meeting which will fall on the 8th.

Moore asked for an update on the Water Street plan. McAlear said he checked with the neighbors and it is not the low income housing, but restaurant workers, who are hanging around and smoking. Reinert said there were two concerns, that is was an eyesore and that it will block the view. Toneman said he thinks it is a great plan and McAlear said the size of the platform was the concern; that it could be a place to hang out. Halberstadt said if we do not put benches with the project someone will be here and want to donate a bench. Fitzgibbon said we are not making a park. Halberstadt said there were benches in the plan.

Reinert asked the status on the finishing touches on Dyckman Beach. Halberstadt it will probably be part of the North Shore Drive project although we might try to do the park a little sooner.

Reinert noted it is good to have follow-up.

9. Adjourn

Motion by Toneman, second by McAlear to adjourn at 6:30 p.m.

All in favor. Motion carried.

November 10, 2015
Parks Commission
Regular Meeting Minutes

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



City of South Haven

Department of Public Works

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

MEMORANDUM

To: Brian Dissette, City Manager

From: Larry Halberstadt, PE, City Engineer

Date: December 7, 2015

RE: Energy Optimization Program

Background Information:

On October 6, 2008, the State of Michigan passed the Clean, Renewable, and Efficient Energy Act, Act 295 of 2008. This Act requires Michigan electric providers, including the City of South Haven Electric Utility, to design and implement a renewable energy program and an energy optimization program. Natural gas providers are also required to develop energy optimization programs.

Energy optimization programs are intended to assist electric customers to reduce their electric usage. This is done via educational programs and also via incentives for replacement of inefficient electric consumption devices with modern ENERGY STAR® devices or alternate forms of electric lighting. The incentives typically average 5-10% of the initial investment in the new device. The remainder of the investment is recouped via lower future electric bills.

PA 295 requires energy optimization programs be designed and implemented with a target saving equivalent to 1% of the prior year sales. PA 295 also requires that new energy optimization plans be filed every two years. PA 295 does NOT have a sunset clause that terminates the energy optimization requirement on December 31, 2015. Section 97(7) of PA 295 requires that the Michigan Public Service Commission (MPSC) file a report with the appropriate legislative committees by September 30, 2015. The report shall "review the opportunities for additional cost-effective energy optimization programs and make any recommendations the commission may have for legislation providing for the continuation, expansion, or reduction of energy optimization standards." The report indicates that the energy saving targets have been exceeded, that the programs have met the cost effectiveness standards, and that opportunities exist for additional savings. The report indicates that the achievable potential for electric savings in 2023 is 15.0% of forecasted kWh sales in 2023. The report does not make any recommendations for legislative changes.

Both chambers of the Michigan legislature have been working on amending PA 295. HB 4297 (H-3) is sponsored by Representative Aric Nesbitt. This draft of the legislation would require municipally-owned electric utilities to continue to provide energy optimization programs for 180 days from the date of passage of the legislation. SB 438 (S-1) is sponsored by Senator John Proos. The senate legislation would require all natural gas and electric providers to continue energy optimization programs until December 31, 2018. Neither of the bills have left their

Memorandum

December 7, 2015

Energy Optimization Program

Page 2 of 4

respective committees at this time for a vote of the respective full chamber. Since there are still differences between the two proposed bills, it appears to be increasingly unlikely that an amendments to PA 295 will be completed prior to the end of 2015.

South Haven Compliance Efforts

On November 24, 2014, the Michigan Public Service Commission (MPSC) issued an Order to Michigan electric and gas providers to file biennial Energy Optimization Plans for the 2016-17 calendar years. Municipal Electric Providers were required to file their biennial plan by August 1, 2015. On September 11, 2015, the City filed a motion to extend the filing deadline until October 31, 2015. On November 2, 2015, the City submitted the attached Biennial Plan Filing.

Utility providers are permitted to use the independent energy optimization program administrator selected by the MPSC in lieu of filing a biennial plan. The independent administrator is Efficiency United. Efficiency United is administered by Michigan Community Action with professional services being provided by various consulting firms including CLEAResult. Since 2012, the City has utilized the services of Efficiency United to comply with the energy optimization requirements of PA 295. Efficiency United provides services to 12 Municipal Electric Providers in Michigan. They also provide services to Indiana-Michigan Power Company and Michigan Gas Utilities.

Prior to 2012, the City utilized a contractor to provide various services and was required to complete certain tasks internally. Significant time was spent by City staff in tracking the progress of the services and providing quarterly progress reports to the MPSC.

On October 27, 2015, Mayor Burr and City staff met with Art Thayer with the Michigan Electric Cooperative Association (MECA). MECA has established a collaborative that consists of approximately 8 cooperative electric providers and 4 municipal electric providers. MECA has staff assigned to run the collaborative and has a contract with Wisconsin Energy Conservation Corporation (WECC) to provide energy optimization services. The collaborative offers a variety of program offerings that meet the requirements of PA 295 and are similar to our current program.

It is recommended that the City discontinue participation in the state administered program and join the MECA collaborative for the 2016 calendar year. MECA has provided a letter agreement for review and signature. The agreement requires that the City pay MECA \$7,500 in administrative fees for participation in the collaborative. The agreement also requires that the City pay or reimburse MECA for all fees and expenses of subcontractors that are hired to provide various energy optimization services and to pay incentives to customers who elect to participate in the program. The fees and expenses are billed on an as provided basis and the total amount of these fees is not known at this time. It is anticipated that all fees for services and incentives paid to customers will not exceed \$258,658 (2% of Retail Sales Revenue in 2014). MECA has indicated that they have been successful in implementing their collaborative program for an amount that is significantly less than 2% of the Retail Sales Revenue.

Memorandum

December 7, 2015

Energy Optimization Program

Page 3 of 4

Electric Utility Rates

PA 295 permits electric providers to recover the cost of energy optimization services via volumetric surcharges. Council approved the current Energy Optimization Surcharges on December 3, 2012 with a sunset clause of December 31, 2015. Because we need to continue providing services for at least 6 more months, the Energy Optimization Surcharges need to be reapproved by Council. This will ensure that the services can be continued without a detrimental effect to the fund balance. It is recommended that the surcharges be extended at their current amounts until December 31, 2018. If legislative requirements change, the City may elect to discontinue the program and the surcharges could be removed with a future ordinance amendment.

The current energy optimization surcharges are as follows:

- (1) *Residential customers.* Energy Optimization Surcharge: \$0.001612 per kWh
- (2) *Commercial customers.* Energy Optimization Surcharge: \$0.002126 per kWh
- (3) *Commercial power customers.* Energy Optimization Surcharge: \$0.002126 per kWh
- (4) *Industrial and municipal customers.* Energy Optimization Surcharge: \$0.002126 per kWh

Residential customers of the City utilize approximately 600 kWh of electricity on average each month and would pay an average surcharge of \$0.97 per month.

At their October 26, 2015 regular meeting, the Board of Public Utilities passed a motion recommending that Council take action to renew the energy optimization surcharges until December 18, 2018 or until such a time as the legislative requirements change.

Recommendations:

Council should be requested to take the following actions at their December 7, 2015 regular meeting:

- a) Authorize the City Manager to execute the MECA Letter Agreement for Administrative Services.
- b) Authorize the City Manager to approve payments to MECA in accordance with the Letter of Agreement not to exceed a total of \$258,658 during the 2016 calendar year.
- c) Introduce an Ordinance to Amend Rates for the City of South Haven Utilities.

Council should be requested to take the following action at their December 21, 2015 regular meeting:

- a) Hold a public hearing to consider Ordinance Adoption.
- b) Adopt the Ordinance to Amend Rates for the City of South Haven Utilities.

Memorandum

December 7, 2015

Energy Optimization Program

Page 4 of 4

Attachments:

PA 295 of 2008

2016 Biennial Plan Filing, MPSC Case No. U-17413

MECA – Letter Agreement for Administrative Services

Electric Utility Rate Ordinance – Amended EO Surcharge Rate

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO. ____

AN ORDINANCE TO AMEND RATES FOR THE CITY OF SOUTH HAVEN ELECTRIC
UTILITIES

The City of South Haven Ordains:

SECTION 1

That Section 86-36 regarding electric rates of the Code of Ordinances for the City of South Haven is hereby amended to read as follows:

Sec. 86-36. Electric rate structure.

The following are the electrical charges and rates for electrical service customers:

- (1) *Residential customers.* Basic electric charge: \$5.50/month; power usage rate: \$0.104/kWH; energy optimization surcharge \$0.001612/kWH.
- (2) *Commercial customers.* Basic electric charge: \$6.80/month; power usage rate: \$0.1100/kWH; energy optimization surcharge \$0.002126/kWH.
- (3) *Commercial power customers.* Power usage rate: .0580/kWH; demand charge: \$12.32/kw; minimum demand: 15 kw/month; primary metered customers: rebate of two percent of kWH usage; energy optimization surcharge \$0.002126/kWH.
- (4) *Industrial and municipal customers.* Power usage rate: .0482/kWH; demand charge: \$12.32/kw; minimum demand: 15 kw/month; primary metered customers: rebate of two percent of kWH usage; energy optimization surcharge \$0.002126/kWH.
- (5) *Unmetered Security/Street Lighting.* 150 Watt Lights - \$9.00/Month. 250 Watt Lights - \$15.00/Month.

The Energy Optimization Surcharge shall terminate on December 31, 2018. Monthly electric bills will be increased or decreased to offset fuel charge adjustments billed to the City by the supplier and for PJM open access transmission tariff charges that exceed \$500,000 per year as billed to the City by the supplier.

SECTION 2

If any portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

SECTION 3

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

SECTION 4

This ordinance shall take effect ten (10) days after its adoption or upon its publication in the *South Haven Tribune*, whichever occurs later.

INTRODUCED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 7th day of December, 2015.

ADOPTED by the City Council of the CITY OF SOUTH HAVEN, MICHIGAN on this 21st day of December, 2015.

Robert G. Burr, Mayor

CERTIFICATION

I, Amanda Morgan, Clerk of the City of South Haven, Van Buren County, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the 21st day of December, 2015; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ____ day of December, 2015.

Amanda Morgan, City Clerk



Proposed Zoning Ordinance Amendments

City of South Haven

Background Information:

Since the adoption of the City of South Haven Master Plan in 2011, the planning commission has been working on amendments to the ordinance intended to support the plan recommendations. In addition to the master plan initiated amendments, the planning commission has worked on some general housekeeping amendments such as clarifying certain use groups and adding several new definitions. Of particular interest are the new provisions addressing building height and additional required parking for larger homes. During this past summer the proposed amendments were completed and what is presented in this packet represents approximately half of the proposed amendments. The remaining amendments will be presented at a later date.

The planning commission held a public hearing on the amendments at their December 3, 2015 meeting. The few comments received were generally favorable toward the proposed amendments.

Recommendation:

Staff recommends that the city council introduce the proposed amendments at the December 7, 2015 meeting and adopt the amendments at the following meeting.

Attachments:

Staff summary of proposed changes to the ordinance
Planning Commission resolution of support
Exhibit A (Text amendments)
Minutes of the planning commission hearing

Respectfully submitted,
Linda Anderson
Zoning Administrator

SUMMARY OF PROPOSED ZONING ORDINANCE TEXT AMENDMENTS

ARTICLE II - DEFINITIONS

New definitions:

(Most of the following are definitions for terms already used in the ordinance)

Access*
Amusement Enterprise
Building footprint
Buildable area
Drive Through
Easement*
Group Day care facility (Large)
Building height (clarification of average grade)
Nonconforming Lot (clarification only)
Open Air business
Personal Service business
Planned Shopping center
Professional Service business
Public facilities
Recreation Uses
Retail businesses

Also added were new building height definitions and illustrations pertaining to mansard and flat roof allowable height.

*Amendments resulting from ZBA interpretation

ARTICLE IV –SINGLE FAMILY RESIDENTIAL

- Added is a lot width and depth requirement for flag lots. **(A flag lot is required to have a minimum of 20 feet of street frontage and shall widen to the minimum lot width no more than one hundred (100) feet from the right-of-way.)**
- The **overall height of residential uses is reduced from 40 feet at the peak to 35 feet.** Currently there are 2 measurement points (midway between eave and peak and at the peak) which has caused confusion for both staff and applicants. A survey of west Michigan communities showed the residential height maximum ranges from 28 to 35 feet. No community was found to have a 40 foot residential maximum. **Flat and mansard roofs may not exceed 25 feet at the highest point under the proposed regulations.**
- **Half story definition and references were deleted** as applied to single family residential zones.

ARTICLE VI – CENTRAL BUSINESS DISTRICT (CBD)

The use list is streamlined to use more general terms such as Professional Service Businesses and Indoor Recreation Centers allowing a small amount of flexibility as new uses arise. For example, convenience stores, bakeries and antique shops are all combined into Retail Stores under the proposed definition. Offices for doctors, dentists and realtors would be examples of Professional Service businesses.

ARTICLE VII – NEIGHBORHOOD BUSINESS (B-1)

The intent statement in this section specifically states that businesses in this zone are intended to be on a neighborhood scale (**maximum proposed is 2500 square feet except as noted**). New commercial building size limits now reflect that.

As with the CBD article the use list for B-1 has been shortened by combining uses into groups such as retail (bakeries, book stores, candy stores, clothing stores, etc.) and professional business (doctors, attorneys, dentist and other types of offices). Also permitted are small personal service businesses such as barber shops, nail salons, tailors and drycleaners.

Some of the business which remain as a separate category include home occupations, ATMs, recreation centers, convenience stores not larger than 3000 square feet and dwellings above permitted commercial uses.

ARTICLE VIII – GENERAL BUSINESS (B-2)

Several permitted and special uses have again have been consolidated into groups, this time allowing slightly larger businesses than in the B-1 zone. **Personal service businesses and retail businesses up to 5000 square feet are allowed.**

ARTICLE IX – WATERFRONT BUSINESS (B-3)

There were only a few consolidated uses in this zone due to the limited number of uses permitted. (No significant amendments are proposed for this district since the planning commission conducted a special study of this zone in 2014.)

ARTICLE X – MAJOR THOROUGHFARE BUSINESS (B-4)

The only significant change to this district is the **deletion of Adult Entertainment Businesses**. Those uses are now proposed for only the industrial zones. Allowing these uses in the B-4 zone would open the door to adult businesses in the outlots around Meijer and Walmart as well as in Phoenix Square.

ARTICLE XI – INDUSTRIAL (I-2)

Adult Entertainment Facilities have been added to the permitted use lists in this zone only.

ARTICLE XII – PROFESSIONAL BUSINESS (PB-1)

Since this zone is home to some medical and dental offices, pharmacies and medical supply stores have been added to the zone use list.

ARTICLE XIV – SITE PLAN REVIEW

In the application procedures section, the number of paper copies required is reduced in electronic copies are available.

The submittal requirements have been amended to allow the planning commission or zoning administrator to require traffic studies for new projects which are expected to generate traffic over a stated threshold. The text also clarifies that all costs associated with the study will be the responsibility of the applicant.

ARTICLE XVIII – PARKING AND LOADING SPACES

- In cases where an applicant can demonstrate that the required number of spaces is excessive, the planning commission may allow some parking area be set aside as greenspace. Should the additional parking be found to be necessary, the zoning administrator shall require the remaining spaces to be installed.
- Retail and commercial parking required reduced from one space for every 150 square feet of usable floor area to one space for every 250 feet of useable floor area. For large scale shopping centers (60k square feet of usable area or more) the parking is on a sliding scale as the usable floor area increases. This is in line with neighboring cities and townships.
- Parking space dimensions amended per the city engineer’s recommendation.
- **The following proposed amendment increases the minimum parking requirement for new houses with more than 3 bedrooms. This provision applies to all new residential structures in residential zones.**

	Use	Number of Minimum Parking Spaces Per Unit of Measure
a.	Residential Single Family and two Family	Two (2) for each dwelling unit with three (3) or less bedrooms. For each dwelling unit with four (4) or more bedrooms, one (1) additional space is required for each additional bedroom over three (3).

- Also included is a requirement for area of residential off-street outdoor parking for more than four (4) vehicles may be located on a pervious surface other than gravel.
- Parking space sizes have been amended per the city engineer’s recommendations.

**PLANNING COMMISSION
CITY OF SOUTH HAVEN**

Van Buren and Allegan Counties, Michigan

Commissioner Stimson, supported by Commissioner Miles, moved the adoption of the following resolution:

**A RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL
ADOPTION OF A SERIES OF ZONING ORDINANCE TEXT AMENDMENTS**

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on December 3, 2015, to receive and consider public comment on the zoning ordinance text amendment and to review the information and materials available relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After reviewing the information, materials and comments available in relation to the proposed text amendment (See Attachment A), pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

The Planning Commission determines that the proposed amendments to zoning ordinance Articles II, IV, VI, VII, VIII, IX, X, XI, XII and XVIII, are appropriate with the intent of both the zoning ordinance and master plan for the City of South Haven.

2. The Planning Commission approves the amendment as submitted, (Case No. 2015-0027) and recommends that the City Council adopt the amendment.

3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Commissioners: Paull, Heinig, Webb, Stimson, Gruber, Miles

NAYS: Commissioners: Frost

ABSTAIN: Commissioners: None

ABSENT: Commissioners: Smith, Peterson

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on December 3, 2015.

Date: December 4, 2015

Marsha Ransom, Recording Secretary

ATTACHMENT A

ARTICLE II
CONSTRUCTION OF LANGUAGE AND DEFINITIONS

SECTION 200. CONSTRUCTION OF LANGUAGE

Sec. 200. Construction of Language.

The following rules of construction apply to the text of this Ordinance:

1. The particular shall control the general.
2. In the case of any difference of meaning or implication between the text of this Ordinance and any caption or illustration, the text shall control.
3. The word "shall" is always mandatory and not discretionary. The word "may" is permissive.
4. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
5. A "building" or "structure" includes any part thereof.
6. The phrase "used for" or "occupied" includes "arranged for," "designed for," "intended for," "maintained for," or "occupied for."
7. The word "person" includes an individual, a corporation, a partnership, trust, firm, an incorporated association, or any other similar entity.
8. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or," or "either...or," the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected items, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
9. Terms not herein defined shall have the meaning customarily assigned to them. A dictionary may be consulted.
10. The word "lot" includes the word "plot", "tract", or "parcel".
11. The words "this Ordinance" means the text of this Ordinance as well as all maps, tables, graphics, schedules as included or attached and as enacted or subsequently amended.
12. The "City" is the City of South Haven in the County's of Allegan and Van Buren, State of Michigan; the "Council" is the City Council of South Haven; the Planning Commission is the Planning Commission of the City of South Haven; the Board of Appeals is the Zoning Board of Appeals, Board of Zoning Appeals or "Board" of the City of South Haven.
13. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or legal holiday, the

period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.

14. Where any provision of this Ordinance imposes a greater restriction upon the subject matter than another provision, the provision imposing the greater restriction or regulation shall control.

15. The use of the terms "he" or "his" shall be interpreted as gender neutral and shall be used nonspecifically in reference to gender when found in this ordinance.

Sec. 201. Definitions.

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sec. 201.1. "A".

Access: The right and ability to enter, approach and pass to and from a parcel of property. Also, the physical means to enter and exit property.

Accessory Use or Accessory: A use, which is clearly incidental to, customarily found in connection with, and (except in the case of some accessory off-street parking spaces or loading) located on the same zoning lot as, the principal use to which it is related. When "accessory" is used in this text, it shall have the same meaning as accessory use. An accessory use includes, but is not limited to, the following:

1. Residential accommodations for servants in single-family dwellings.
2. Swimming pools for the use of the occupants of a residence or their guests.
3. Domestic or agricultural storage in a barn, shed, tool room, or similar accessory building or other structure.
4. Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded in the applicable district regulations.
5. Storage of goods used in, or produced by, industrial uses or related activities, unless such storage is excluded in the applicable district regulations.
6. Accessory off-street parking spaces, open or enclosed, subject to the accessory off-street parking regulations for the district in which the zoning lot is located.
7. Uses clearly incidental to a main use such as, but not limited to, offices of an industrial or commercial complex located on the site of the commercial or industrial complex.
8. Accessory off-street loading, subject to the off-street loading regulations for the district in which the zoning lot is located.
9. Accessory signs, subject to the sign regulations for the district in which the zoning lot is located.

Accessory Building or Accessory Structure: A building or structure customarily incidental and subordinate to the principal structure whether attached or detached and located on the same zoning lot as the principal building. Except as otherwise provided by this Ordinance, an accessory building or accessory structure shall not be used for human habitation or as a dwelling. As used in Article XVI, an accessory structure shall not have a permanent foundation and shall be constructed to be readily movable or removed.

Adult Entertainment: See definitions in Section 1510.01. Words defined there include: adult bookstore, adult mini motion picture theater, adult motion picture theater, adult smoking or sexual paraphernalia store, massage parlor, pool or billiard hall, open dance hall, host or hostess establishment, pawnshop, secondhand store, sauna, hot tub or similar health or body improvement enterprises, pinball or video game arcade or establishment, specified sexual activities, and specified anatomical areas.

Alley: Any **publicly owned and dedicated public** way other than a street, affording a secondary means of access to abutting property and not intended for general traffic circulation.

Alterations: Any change, addition or modification in construction or type of occupancy, or in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed."

Amusement Enterprise – A commercially operated business that offers rides, games and other forms of entertainment, whether permanent or temporary. This definition does not apply to Adult Entertainment Facilities as regulated in Section 1510.01.

Apartments: A suite of rooms or a room in a multiple-family building, including bath and kitchen facilities, arranged and intended for a place of residence of a single family.

Applicant: A person who submits an application under one of the procedures therefore in this Ordinance.

Assisted Living Facility: A facility providing housing for elderly or disabled people that provides nursing care, housekeeping, and prepared meals as needed.

Attached Dwelling: A one-family dwelling attached to two (2) or more one-family dwellings by common vertical walls.

Automobile Repair: The general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; overall painting and undercoating of automobiles.

Sec. 201.2. "B".

Basement: That portion of a building, which is partly or wholly below finished grade, but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story (see Figure 2-1). A cellar is a basement.

Bed and Breakfast Hotel: An owner-occupied bed and breakfast which has more than ten (10) but less than fifteen (15) sleeping rooms available for transient occupancy, including sleeping rooms occupied by the innkeeper and his/her family, and which may or may not have other commercial facilities for use.

Bed and Breakfast Inn: A single family, owner occupied dwelling unit in which transient guests are provided a sleeping room and board for compensation as an accessory use of the one-family dwelling. A continental or American breakfast, lunch, and/or dinner may be served to overnight guests only. A bed and breakfast inn has ten (10) or less sleeping rooms available for transient occupancy, including sleeping rooms occupied by the innkeeper and his/her family.

Benefit, Recognizable and Substantial: A clear benefit, both to the ultimate users of the property in question and to the community, which would reasonably be expected to accrue, taking into consideration the reasonable foreseeable detriments of the proposed development and use(s), including, without limitation: long-term protection and/or preservation of natural resources and natural features and/or historical and/or architectural features of a significant quantity and/or quality in need of protection or preservation on a local, state and/or national basis; reducing to a significant extent the nonconformity of a nonconforming use or structure so that, to a significant extent, it is rendered more conforming, or less offensive, to the zoning district in which it is situated.

Berm: A mound of earth graded, shaped, and improved with landscaping in such a fashion as to be used for visual and/or audible screening purposes to provide a transition between uses of differing intensity.

Billboard: See definition in Section 2000.1.

Block: The property abutting one side of a street and lying between the two nearest intersecting streets (crossing or terminating); or between the nearest such street and railroad right-of-way, unsubdivided acreage, lake, river or live stream; or between any of the foregoing and any other barrier to the continuity of development, or corporate boundary lines of the municipality.

Bluffline: The line that is the edge or crest of the elevated segment of the shoreline above the beach or riverbank, which normally has a precipitous front, inclining steeply on the shoreline side. Where no elevated segment of the shoreline exists, the bluffline shall be determined as the line of continuous, perennial vegetation nearest the water.

Boarding House/Rooming House: A structure in which furnished rooms, or apartments, are let to lodgers on a temporary basis.

Buffer Strip: A strip of land reserved for plant material, berms, walls, or fencing to serve as a visual and/or sound barrier between properties, often between abutting properties and properties in different zoning districts. Landscaping, berms, fencing, or open space can also be used to buffer noise, light and related impacts from abutting properties even if not in a separately established buffer strip and may be so required by this Ordinance.

Building: Any structure, either temporary or permanent, having a roof supported by columns, walls or other supports, and used or intended for the shelter or enclosure of persons, animals, chattels, or property of any kind, or for the conduct of business. The definition includes but is not limited to: mobile homes, tents, inflatable structures, sheds, garages, greenhouses, and other principal and accessory buildings.

Building Footprint – The area included within surrounding exterior walls excluding courtyards. Areas of a building open to the sky, such as uncovered stairs, decks and patios, are not included in the building area.

Buildable Area – That area of a parcel of land inside the required yards upon which structures may be built or moved.

Building Inspector: The City of South Haven Building Inspector or the Code Enforcement Officer.

Building, Principal (same as Main Building): A building in which is conducted the main or principal use of the lot upon which it is situated.

Sec. 201.3. "C".

Campground: A parcel or tract of land under the control of a person in which sites are offered for the use of the public or members of an organization, either free of charge or for a fee, for the establishment of temporary living quarters for five (5) or more recreational units.

Campsite: An area designated for the exclusive, temporary use of a single recreational unit.

Carry-out Food Establishment: A business establishment so developed that its retail or service character is dependent upon the preparation of food for consumption off the premises.

Carport: A partially open structure, intended to shelter one or more vehicles. Such structures shall comply with all yard requirements applicable to garages.

Cemetery: Property, including crematories, mausoleums, and/or columbariums, used, or intended to be used solely for the perpetual interment of deceased human beings or customary household pets.

Certificate of Occupancy: A document signed by the Building Inspector as a condition precedent to the commencement of a use or the occupancy of a structure or building, which acknowledges that such use, structure, or building, complies with the provisions of the Building Code.

Certificate of Zoning Compliance: A document signed by the Zoning Administrator as a condition precedent to the commencement of a use or the occupancy of a structure or building, which acknowledges that such use, structure, or building, complies with the provisions of the Zoning Ordinance.

Change of Use: A use of a building, structure, or parcel of land, or portion thereof, which is different from the previous use in the way it is classified in this Ordinance or in the Building Code, as amended.

Changeable Message Board: A sign which identifies a business, institution or organization on the premises of which it is located and which contains the name of the business, institution or organization, the names of individuals connected with it, and general announcements of events or activities occurring at the institution or similar messages such as products on sale, the price of a product or a special service opportunity.

Church: A building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose.

Club: An organization of persons or a group of persons associated for a common purpose or a special purpose for promotion or engaging in sports, recreational and social activities, arts, sciences, literature, politics or the like, but not operated for profit and open only to members and not to the general public.

Communication Tower: A radio, telephone or television relay structure including but not limited to monopole, skeleton framework, or other design which is attached directly to the ground or to another structure, used for the transmission or reception of radio, television, microwave, or any other form of telecommunications signals.

Comprehensive Plan: The plan adopted by the Planning Commission pursuant to Public Act 33 of 2008, as amended, including text, maps and graphic proposals indicating the general location for streets, parks, schools, public buildings, and all physical development of the municipality, the relationship of land uses to one another, and includes any unit or part of such plan, and any amendment to such plan or parts thereof.

Condominium Project: Means a plan or project consisting of not less than two (2) condominium units if established and approved in conformance with the Condominium Act (Act 59 of the Public Acts of 1978).

Condominium Master Deed: See Master Deed.

Condominium Subdivision: A division of land on the basis of condominium ownership, pursuant to the Condominium Act and which is not subject to the provisions of the Subdivision Control Act of 1967, Public Act 288 of 1967, as amended.

Condominium Subdivision Plan: The drawings attached to the master deed for a condominium subdivision which describe the size, location, area, horizontal and vertical boundaries and volume of each condominium unit contained in the condominium subdivision, as well as the nature, location and size of common elements.

Condominium Unit: Means that portion of a condominium project or condominium subdivision which is designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, recreational, use as a time-share unit, or any other type of use. The owner of a condominium unit also owns a share of the common elements. The term "condominium unit" shall be equivalent to the term "lot", for purposes of determining compliance of the site condominium subdivision with the provisions of this Ordinance pertaining to minimum lot size, minimum lot width, and maximum lot coverage.

Conflict of Interest: Participation by a member of the Zoning Board of Appeals, Planning Commission, or City Council in a public hearing, lobbying, or voting on a matter in which the property in question is owned, leased, rented or is proposed to be developed by the member; is owned or is to be developed by a relative, boss or close friend of the member; or involves a party with whom the member shares a financial interest, such as a partner, borrower, lender, renter or investor; or is property which abuts or is near property owned by the member and the member does not feel he/she can objectively evaluate the request and vote in an unbiased manner. This definition applies to any matter being decided under the Zoning Ordinance. Charter provisions or conflict of interest provisions in other Ordinances shall guide other decisions unless the City Attorney or a Court of Law rules otherwise.

Convalescent or Retirement Facility: A structure whose principal purpose is the provision of sleeping, eating and gathering rooms where persons afflicted with illness, injury, or an infirmity are housed or lodged, often for extended periods of time, and who are furnished with meals and nursing care.

Sec. 201.4. "D".

Day Care Center (Child Care Center): A facility, licensed by the State of Michigan, receiving one or more preschool or school age children for care for periods of less than

24 hours a day, and where the parents or guardians are not immediately available to the child. Child care center or day care center includes a facility, which provides care for not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. Child care center or day care center does not include any of the following:

1. A Sunday school, a vacation bible school, or a religious instructional class that is conducted by a church or other religious organization where children are in attendance for not greater than 3 hours per day for an indefinite period, or not greater than 8 hours per day for a period not to exceed 4 weeks during a 12-month period.
2. A facility operated by a church or other religious organization where children are cared for while persons responsible for the children are on the premises.

Day Care (Family, Home): A licensed day care center as an accessory use in a private home in which at least 1 but less than 7 minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Family day care home includes a home that gives care to an unrelated minor child for more than 4 weeks during a calendar year.

Day Care (Group, Home) or Day Nursery: As defined in PA 116 of 1973, MCL 722.111, a "group day care home" means a licensed day care center in a private home as an accessory use in which more than 6 but not more than 12 minor children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Group day care home includes a home that gives care to an unrelated minor child for more than 4 weeks during a calendar year.

Deck: An unroofed structure, generally with a pole or pier foundation, used for outdoor living purposes which may or may not be attached to a building and which protrudes more than four (4) inches above the finished grade. (See Section 1722.)

Deed Restriction: A restriction on the use of a lot or parcel of land that is set forth in the deed and recorded with the County Register of Deeds. It is binding on subsequent owners and is sometimes also known as a restrictive covenant. Unless the City has an ownership interest in the property, a deed restriction is enforced by the parties to the agreement, not by the City.

Density: The number of dwelling units situated on or to be developed on a net acre (or smaller unit) of land, which shall be calculated by taking the total gross acreage and subtracting the area in rights-of-way for streets and roads. (See Figure 2-6 and definitions of Lot Area, Gross and Lot Area, Net).

Detached Dwelling: A dwelling that is not attached to any other dwelling by any means.

Development: A parcel of land with one or more structures and a legal use.

District (or Zone): A portion of the incorporated area of the municipality within which certain regulations and requirements, or various combinations thereof, apply under the provisions of this Ordinance.

Drive-in: A business establishment so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle rather than within a building or structure.

Drive Through: A type of accessory service provided by a business that allows customers to purchase products or food without leaving their cars.

Driveway: A means of access for vehicles from a street or approved alley across a lot or parcel to a parking or loading area, garage, dwelling or other structure or area on the same lot, that is located and constructed in accordance with the requirements of this Ordinance and any other requirements of the City, the County Road Commission or State of Michigan (depending on which entity exercises authority over the street from which driveway access is derived).

Dwelling: A structure designed for occupancy by one (1) family for residential purposes that is either permanently affixed to the ground, like a dwelling unit, or is a mobile structure like a travel trailer, or motor home.

Dwelling Unit: A building, or portion thereof, designed as a self-contained unit for occupancy by one (1) family for residential purposes and having bathroom and cooking facilities.

Dwelling, One-Family: A dwelling unit designed for occupancy by one (1) family; also known as a single-family dwelling.

Dwelling, Two-Family: A building containing two (2) dwelling units designed for occupancy by two (2) families living independently of each other; also known as a duplex. A structure with two independent housekeeping units with independent entrances and independent cooking, eating, living, sleeping and sanitary facilities shall be considered a two-family dwelling, unless there is a shared common living area joining the housekeeping units.

Dwelling, Multiple-Family: A building or a portion thereof, designed for occupancy of three (3) or more families living independently of each other. A structure with three or more independent housekeeping units with independent entrances and independent cooking, eating, living, sleeping and sanitary facilities shall be considered a multiple-family dwelling, unless there is a shared common living area joining the housekeeping units.

Sec. 201.5. "E".

Easement: An interest in land that entitles its holder to the limited use of another's property for a specified purpose.

Efficiency Unit: A dwelling unit consisting of one (1) room and having such facilities as kitchen, closets, bathrooms, and hallways in or immediately adjoining such room.

Erected: The word "erected" includes built, constructed, altered, reconstructed, moved upon, or any physical operations on the premises, which are required for a building or structure. Excavation, fill, drainage, and the like, shall be considered a part of erection when done in conjunction with a structure.

Essential Services: The erection, construction, alteration, or maintenance by public utilities or municipal departments of underground, surface, or overhead gas, electrical, steam, fuel or water transmission or distribution systems; collection, telephone, communication, supply or disposal system; including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals and hydrants in connection therewith which are necessary for the furnishing of adequate service by such utilities or municipal departments for the general health, safety, convenience or welfare of the public, but not including towers, or office buildings,

substations, or structures which are enclosures or structures for service equipment, or maintenance depots.

Excavation: Any breaking of ground, except common household gardening and ground care.

Sec. 201.6. "F".

Family: One or two persons or parents, with their direct lineal descendants and adopted or foster children (and including the domestic employees thereof) together with not more than three (3) persons not so related, living together in the whole or part of a dwelling comprising a single housekeeping unit.

Farm: The pursuit of any agricultural activity or the raising of livestock or small animals.

Fence: An accessory structure artificially constructed as a barrier and made of wood, metal, stone, brick, or various manufactured materials, which is usually erected, for the enclosure of yard areas.

Flood Related Definitions: See Section 1612. Words defined there include area of special flood hazard, base flood, development, flood or flooding, floodplain, floodway, flood insurance rate map, flood insurance study, substantial improvement, variance.

Floor Area, Usable (For the purposes of computing parking): That area used for, or intended to be used for, the sale of merchandise or services, or for use to serve patrons, clients, or customers. Such floor area which is used, or intended to be used, principally for the storage or processing of merchandise, hallways, stairways, elevator shafts, restrooms, janitorial services, or for utilities or sanitary facilities shall be excluded from this computation of "Usable Floor Area." Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

Frontage: The total continuous length of the front lot line. (See also Lot, Front Lot Line.)

Sec. 201.7. "G".

Garage, Private: An accessory building or accessory portion of a main building designed or used solely for the storage of motor-driven vehicles, boats, motor homes, snowmobiles and similar vehicles owned and used by the occupants of the building to which it is accessory.

Gasoline Service Station: A place for the dispensing, sale or offering for sale of motor fuels directly to users of motor vehicles, together with the sale and installation of minor accessories and services for motor vehicles, including but not limited to oil, grease, batteries, tires, other operational fluids and minor accessories for automobiles, but not including major automobile repair.

Grade, Average: The arithmetic average of the lowest and highest grade elevations in an area within five (5) feet of the foundation line of a building or structure (see Figure 2-3).

Grade, Finished: The lowest point of elevation between the exterior wall of the structure and a line five (5) feet from the exterior wall of the structure.

Grade, Natural: The elevation of the ground surface in its natural state, before man-made alterations.

Group Care (Private, Home): A private residence in which a day care center operator licensed by the State of Michigan permanently resides as a member of the household,

which residency shall not be contingent upon caring for children or employment by a licensed or approved child placing agency. Private home includes a full-time foster family home, a full-time foster family group home, a group day care home, or a family day care home.

Group Day Care Facilities (Large): A facility, other than a private residence, receiving one or more preschool or school age children for care for periods of less than twenty-four (24) hours a day and for not less than two (2) consecutive weeks and where the parents or guardians are not immediately available to the child.

Sec. 201.8. "H".

Hazardous Substance: means one of the following:

1. A chemical or other material, which is or may become injurious to the public health, safety, or welfare or to the environment.
2. "Hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, Public Law 96-510, 94 Stat. 2767.
3. "Hazardous waste" as defined in the Natural Resources and Environmental Protection Act of 1994, as amended, MCL 324.11103.
4. "Petroleum" as defined in the Natural Resources and Environmental Protection Act of 1994, as amended, MCL 324.21303(d)(ii).

Height (Building): In the case of a principal building, the vertical distance measured from the average grade of the site to the highest point of the roof ~~to the average height between eaves and ridge for gable, hip and gambrel roofs~~ (see Figure 2-2). A cupola, widow's watch, or tower that extends above the roof line shall be considered the highest point of the roof surface on roofs with such features. The measurement of the height of an accessory building or structure shall be determined as the greatest vertical distance from the average finished grade of any side to the highest point of the roof surface (see also Section 1708(5) and Section 1732). **Average grade to be determined by a topographic survey if lot variation is ten (10) feet or greater.**

High Risk Erosion Area: An area of shoreline which is determined by the Department of Environmental Quality on the basis of studies and surveys to be subject to erosion and which is designated as such pursuant to the, Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Part 323, as amended.

Home Occupation: An occupation or profession customarily carried on by an occupant of a dwelling unit as an accessory use, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes.

Hotel (or Motel): A building or group of buildings, whether detached or in connecting units, used as temporary individual sleeping units designed primarily for travelers and providing for accessory off-street parking facilities. The term hotel shall include buildings designated as auto courts, hotels, tourist courts, motor courts, motor hotel, and similar appellations. A hotel shall not be considered or construed to be a multiple family dwelling or a Bed and Breakfast Inn or Bed and Breakfast Hotel. Hotels may include restaurants, meeting spaces, ballrooms and banquet halls.

Human Habitat: A place in which a human being lives; a place of abode.

Sec. 201.9. "I".

Improvements: Those features and actions associated with a project which are considered necessary by the body or official granting zoning approval, to protect natural resources, or the health, safety, and welfare of the residents of the City and future users or inhabitants of the proposed project area, including, but not limited to roadways, lighting, utilities, sidewalks, screening, drainage, parking areas, and landscaping.

Sec. 201.10. "J".

Junk: For the purpose of this Ordinance, the term "junk" shall mean any motor vehicles, machinery, appliances, products, or merchandise with parts missing, scrap metals or other trash, rubbish, refuse, or scrap materials that are damaged or deteriorated. It includes any inoperable or abandoned motor vehicle which is not licensed for use upon the highways of the State of Michigan for a period in excess of thirty (30) days, unless it is actively in the process of rehabilitation as an antique car, and shall also include whether so licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of thirty (30) days and which is not in a completely enclosed building. It does not include domestic refuse if stored so as to not create a nuisance and is thirty (30) feet or more from any residential structure for a period not to exceed seven (7) days. It also includes any other material so determined to be "debris" pursuant to Ordinance #731, Section 30-91 of the Code of Ordinances of the City of South Haven.

Junk Yard: An area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber tires and bottles. A "Junk Yard" includes automobile salvage yards and includes any open area of more than two hundred (200) square feet for storage, keeping or abandonment of junk.

Sec. 201.11. "K".

Kennel, Commercial: Any lot or premise on which five (5) or more dogs, cats, or other household pets four (4) months of age or older, are either permanently or temporarily boarded for remuneration, breeding, training, transfer or for sale purposes. **This definition shall include the term "doggy daycare".**

Sec. 201.12. "L".

Loading Space: An off-street space on the same lot with a building, or group of buildings, for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

Lodging Rental: A lodging unit secured for transient or temporary occupancy for compensation, which may include but is not limited to, daily fees for a hotel room, motel room, bed and breakfast room, or residential dwelling unit. (See Section 1738).

Landscaping structure: A structure intended as an exterior decoration, often associated with plantings, which is open to the sky, and does not support either a floor or a closed roof, including an arbor, gateway arbor, shade arbor, trellis, retaining wall, raised garden bed, ornamental fence post, pillar, monument or statue.

Lodging Unit: A dwelling unit, hotel, motel, and bed and breakfast room or suite, which is used for temporary or transient lodging in exchange for compensation. Any residential dwelling unit, which is rented for a period of less than 48 hours, or offered or advertised as a daily rental, shall be considered a lodging unit, and its use shall not be classified as a residential use. (See Section 1738).

Lot: Land described in a recorded plat or by metes and bounds description, including a condominium unit in a site condominium subdivision, occupied or to be occupied by a building, structure, land use or group of buildings having sufficient size to comply with the frontage, area, width-to-depth ratio, setbacks, yards, coverage and buildable area requirements of this Ordinance, and having its principal frontage upon a public street or on a private road approved by the City (see Figure 2-4). A lot may or may not be specifically designated as such on public records. A lot may consist of: (a) a single lot of record; (b) a portion of a lot of record; (c) any combination of complete and/or portions of contiguous lots of record; or (d) a parcel of land described by metes and bounds, provided that in no case of a lot division or combination shall the width or depth of any lot or parcel created including residuals be less than that necessary to comply with the requirements of this Ordinance.

Lot Area. The area of a horizontal plane contained within the lot lines and right of way lines of a parcel, not including any area within a public right of way, or the 100 year Flood Plain as established by the Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency as referenced within Section 1613.

Lot, Corner: A lot where the interior angle of two adjacent sides at the intersection of two streets is less than one hundred and thirty-five (135) degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this Ordinance if the arc is of less radius than one hundred and fifty (150) feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than one hundred and thirty-five (135) degrees.

Lot Coverage: The amount of a lot, stated in terms of percentage, which is covered by all buildings, and/or structures located thereon. This shall be deemed to include all buildings, roofed porches, arbors, breezeways, patio roofs, whether open box types and/or lathe roofs, or fully roofed, but shall not be deemed to include fences, walls, or hedges used as fences, unroofed decks (four inches or less above the finished grade) or patios or swimming pools. Lot coverage shall be measured from the drip line of the roof or from the wall or foundation if there is no projecting portion of the roof.

Lot, Depth of: The average distance from the front lot line of the lot to its opposite rear line measured in the general direction of the side lines of the lot (see Figure 2-5).

Lot, Flag: A lot whose access to the public street is by a narrow, private right-of-way that is either a part of the lot or an easement across another property. See Figures 2-4 and 2-7.

Lot Frontage: The length of the front lot line.

Lot, Interior: Any lot other than a corner lot, which, with the exception of a "through lot", has only one lot line fronting on a street (see Figure 2-4).

Lot Lines: The lines bounding a lot as defined herein and illustrated on Figure 2-7:

1. **Front Lot Line:** In the case of an interior lot, that line separating said lot from the street, private road, or other access easement. In the case of a through lot,

that line separating said lot from either street, private road, or other access easement. (See Section 1715). (Amended 1/17/85; Ord. No. 663)

2. Rear Lot Line: That lot line opposite the front lot line. In the case of a through lot or a lot having frontage on more than one street, the line, which is opposite, the street address selected by the owner. In the case of a triangular or otherwise irregularly shaped lot or parcel, an imaginary line at least ten (10) feet in length entirely within the lot or parcel, parallel to and at a maximum distance from the front lot line. (Amended 1/17/85; Ord. No. 663)

3. Side Lot Line: Any lot line other than the front lot line or rear lot line. A side lot line separating a lot from a street is a side street lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

Lot of Record: A lot which is part of a subdivision and is shown on a plat, or a parcel of land, the dimensions of which are shown on a document or map, or a parcel of land described by survey or metes and bounds which is the subject of a deed or land contract and, in all three cases, that was legally created and legally existing at the effective date of this Ordinance, February 3, 1983, as such lot was depicted and dimensionally configured on such date, and is on file with the County Register of Deeds, or in common use by municipal or county officials and which actually exists as so shown, or any part of such parcel held in an record of ownership separate from that of the remainder thereof. For the purposes of Article XVI, a lot of record only includes lots, which predate the effective date of the high-risk erosion designation.

Lot, Through: Any interior lot having frontage on two more or less parallel streets as distinguished from a corner lot (see Figure 2-4). In the case of a row of through lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.

Lot, Waterfront: A lot having a property line abutting the Black River and/or Lake Michigan.

Lot Width: The horizontal straight-line distance between the side lot lines, measured between the two points where the line establishing the setback for the front yard intersects the side lot lines.

Lot, Zoning: A single tract of land, located within a single block, which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. A zoning lot shall satisfy this Ordinance with respect to area, size, dimensions, and frontage as required in the district in which the zoning lot is located. A zoning lot, therefore, may not coincide with a lot of record as filed with the County Register of Deeds, but may include one or more lots of record.

Sec. 201.13. "M".

Main Building: A building in which is conducted the principal use of the lot upon which it is situated.

Major Thoroughfare: A public street, the principal use or function of which is to provide an arterial route for through traffic, with its secondary function the provision of access to abutting property. A street with a nonresidential character.

Marina: A boat basin with facilities for berthing and securing all types of recreational craft, providing adequate supplies, provisions and service and fueling facilities, and repair and storage of boats.

Marine Terminal: A dock, pier, landing, structure, or property, which provides access from land to a water, based business.

Master Deed: The document recorded as part of a condominium subdivision to which are attached as exhibits and incorporated by reference the approved bylaws for the condominium subdivision and the condominium subdivision plan.

Mezzanine: An intermediate floor in any story occupying not to exceed one-third (1/3) of the floor area of such story.

Minor Thoroughfare: A public street identified as a secondary street or road on Figure 2-8.

Mobile Home: A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term mobile home shall not include pick-up campers, travel trailers, motor homes, modular homes, recreational vehicles, recreational unit, converted buses, tent trailers, or other transportable structures designed for temporary use.

Mobile Home Park: A parcel or tract of land under the control of a person upon which 3 or more mobile homes are located on a continual, nonrecreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home.

Mobile Home Site: An area designated for the exclusive use of a single mobile home or recreational unit.

Modular (Pre-Manufactured) Housing Unit: A dwelling unit constructed solely within a factory, as a single unit, or in various sized modules or components, which are then transported by truck or other means to a site where they are assembled on a permanent foundation to form a single-family dwelling unit, and meeting all codes and regulations applicable to conventional single-family home construction.

~~Motel: A building or group of buildings, whether detached or in connecting units, used as individual sleeping or dwelling units designed primarily for transient automobile travelers and providing for accessory off-street parking facilities. The term motel shall include buildings designated as auto courts, tourist courts, motor courts, motor hotel, and similar appellations, which are designed as integrated units of individual rooms under common ownership. A motel shall not be considered or construed to be a multiple family dwelling. See Hotel~~

Motor Home: A self-propelled, licensed vehicle prefabricated on its own chassis, intended for recreational activities and temporary occupancy.

Moveable Structure, Easily: An accessory structure, which is smaller than two hundred twenty-five (225) square feet; is not built on a slab; does not have a permanent foundation; and is easily removable.

Moveable Structure, Readily: A small permanent structure (greater than two hundred twenty-five square feet and less than three thousand five hundred square feet) which is designed, sited, and constructed to accomplish relocation at a reasonable cost relative to other structures of the same size and construction. Access to and from the site shall be of sufficient width and acceptable grade to permit the structure to be relocated. New

construction and installations shall meet the following criteria to be considered readily moveable structures:

1. The buildings shall be on pilings, a basement, or crawl space. Except as noted below, a slab-on-grade foundation does not meet this criterion.
2. Above-grade walls shall be stud wall construction. Above-grade walls that are constructed of masonry, including stone walls, concrete poured or concrete block walls, and brick veneer walls do not meet this criterion.

Existing permanent structures shall be considered readily moveable structures if the cost of relocation landward of the required setback distance is not more than 25% of the replacement cost of the structure (including any added cost of land) or if the existing structure meets the criteria for new construction in this subdivision. A 1- or 2-car garage which is bolted to a slab foundation, which does not have living space within or above the structure, and which does not have plumbing or interior walls shall be considered a readily moveable structure if it meets the remainder of the requirements specified in this subdivision. Septic systems, tile fields, or other waste-handling facilities are not readily moveable structures.

Municipality: The City of South Haven, Michigan.

Sec. 201.14. "N"

Nonconforming Building: A building or portion thereof that does not conform to the provisions of this Ordinance in the district in which it is located.

Nonconforming Lot: An existing lot of record that does not conform to the area and/or dimensional provisions of this Ordinance in the district in which it is located.

Nonconforming Lot of Record: A lot legally created and legally existing at the effective date of this Ordinance, February 3, 1983, that does not conform to the area and/or dimensional provisions of this Ordinance in the district in which it is located.

Nonconforming Structure: A structure or portion thereof that does not conform to the provisions of this Ordinance in the district in which it is located. Within Article XVI, it means a permanent structure which does not conform to the required setback distance at the time of high-risk erosion area designation or which became nonconforming due to erosion or became nonconforming due to a change in the required setback distance. Permanent structures that are constructed within the High Risk Erosion Overlay Zone in violation of the requirements of Article XVI shall not be considered to be nonconforming structures.

Nonconforming Use: A use that does not conform to the use provisions of **this Ordinance** in the district in which it is located.

Nuisance: An offensive, annoying, unpleasant or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation of an excessive or concentrated movement of people or things such as, but not limited to noise, dust, smoke, odor, glare, fumes, flashes, vibration, shock waves, heat, electronic or atomic radiation, objectionable effluent, noise of congregation of people (particularly at night), passenger traffic, and invasion of nonabutting street frontage by traffic.

Nursery, (Plant Materials): A space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for retail sale on the premises, including products used for gardening or landscaping. The definition of nursery within the meaning of this Ordinance does not include any space, building, or structure used for the sale of fruits, vegetables, or Christmas trees.

Sec. 201.15. "O".

Off-Street Parking Lot: A facility providing vehicular parking spaces, along with adequate drives and aisles for maneuvering, so as to provide access for entrance and exit for the parking of more than three (3) vehicles.

Open Air Business: A business where the goods offered for sale are displayed outside a building. Buildings on the property shall be incidental and used for office space only. This definition does not include seasonal open air businesses as regulated in Section 1731.

Open Space, Common: An area of land in a development, the use of which is limited to landscaping, conservation and recreational purposes and which is held for the collective use and enjoyment of the owners, tenants, or occupants of a single development, or by others if so authorized by this Ordinance or other municipal action.

Open Space, Dedicated: Common open space dedicated as a permanent recorded easement, or other means of permanent dedication that runs with the deed.

Ordinary High Water Mark: The line between upland and bottomland which persists through successive changes in water levels below which the presence and action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil itself, the configuration of the surface of the soil, and the vegetation. Pursuant to the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Part 325, formerly the Great Lakes Submerged Lands Act, P.A. 247 of 1955, as amended, the ordinary high water mark for Lake Michigan is 580.5 feet above sea level, International Great Lakes Datum of 1985.

Owner: The owner of the premises or lesser estate in the premises, a mortgagee or vendee in possession, an assignee of rents, receiver, executor, trustee, lessee, or any other person, sole proprietorship, partnership, association, or corporation directly or indirectly in control of a building, structure, or real property, or his or her duly authorized agent.

Sec. 201.16. "P".

Parcel: A lot described by metes and bounds or described in a recorded plat, or as used in Article XVI, a continuous area or acreage of land, which is under the same ownership at the time of the high-risk erosion area designation.

Park: A parcel of land, building or structure used for recreational purposes including but not limited to playgrounds, sport fields, game courts, beaches, trails, picnicking areas, and leisure time activities.

Parking Spaces: An area of definite length and width used for the parking of a motor vehicle. Said area shall be exclusive of drives, aisles, or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

Permanent Foundation: As used in Article XVI, a foundation for a structure that includes all frost-free foundations as regulated by the building code as well as concrete block,

poured concrete, and slabs or other materials used to support the walls of a building, even if they do not extend down below the frost free line.

Permanent Structure: As used in Article XVI, any one (1) of the following structures that is erected, installed, or moved on a parcel of property:

1. A residential building.
2. A commercial building.
3. An industrial building.
4. An institutional building.
5. A mobile home.
6. Accessory and related buildings.
7. Septic systems.
8. Tile fields.
9. Other waste handling facilities.

A permanent structure shall be considered small if it has a foundation size of three thousand five hundred (3,500) square feet or less and less than five (5) individual living units. All other permanent structures shall be considered large. The term does not include recreational vehicles, travel trailers, or other recreational units. The term also does not include accessory structures, which have less than two hundred and twenty five (225) square feet, which are used for picnicking, storing of recreational, or lawn equipment, and which are constructed in a manner that facilitates easy removal. The accessory structure shall not have a permanent foundation and shall not be used as a residential facility.

Person: Means an individual, partnership, association, trust, or corporation, or any other legal entity or combination of legal entities.

Personal Service Business - A business or use which provides routine and common service to the public including, but not necessarily limited to, barber shops, hair salons, dry cleaners, tailors, shoe repair and craftsman, not including the sale of products except where incidental to the principal service-oriented use.

Planned Shopping Center – A group of architecturally unified commercial facilities and parking on a site that is centrally owned or managed, designed and operated as a unit.

Planned Unit Development: A tract of land or lot, developed under single ownership or management as a separate neighborhood or community unit. The development shall be based on an approved site plan, which allows flexibility of design not available under normal zoning district requirements. The plan may contain a mixture of housing types, common open space, and other land uses as provided in this Ordinance.

Plat: A map of a subdivision of land recorded with the County Register of Deeds pursuant to Public Act 288 of 1967, or a prior statute.

Plot Plan: A drawing showing the proposed placement of a new building, dwelling structure or use, or an addition to a building, structure, or use on a parcel of land. See Section 2102.

Porch: A roofed open area, which may be screened, usually attached to or part of and with direct access to or from a building. A porch becomes a room when the enclosed space is heated or air-conditioned and when the percentage of window area to wall area is less than fifty (50) percent.

Principal Structure: As used in Article XVI, the main building on a lot or parcel, including but not limited to, residential, commercial, industrial, institutional structures and mobile homes. In the high-risk erosion areas described in this Ordinance, principal structure also includes septic systems, tile fields, any on-site waste handling facility, garages and any other building designed and intended for permanent use.

Principal Use: The primary or predominant use of any lot or parcel of land.

Private Road: A private way or means of approach to provide access to two (2) or more abutting lots, and which is constructed and maintained by the owner or owners and is not dedicated for general public use.

Professional Service Business - Businesses of an executive, administrative, or professional nature, including but not necessarily limited to, certified public accountants, engineers, chiropractors, dentists, osteopaths, physicians and surgeons, podiatrists, chiropodists, architects, attorneys at law, physical therapists, and life insurance agents.

Public Facilities: Public facilities include, but are not limited to parks, administrative offices, fire and police facilities, libraries, museums, recreational centers, indoor and outdoor storage areas for materials, public equipment and buildings for essential public services (including but not limited to electric substations, telephone substations, gas regulator stations). Public schools providing K-12 or post high school education are not included as public facilities in this Section (see Section 1510.31).

Public Utility: A person, firm or corporation, municipal department, board or commission, duly authorized to furnish and furnishing under federal, State, or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation, or water.

Sec. 201.17. "Q".

Reserved.

Sec. 201.18. "R".

Ramp: A sloping walkway, roadway, or passage used to join and provide a smooth transition between two levels of different elevation, including between land and water at a boat-launching site.

Recession Rate: A quantitative measure of the landward movement of the zone of active erosion determined on the basis of the shoreland erosion studies conducted under the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Part 323, as amended, and expressed in terms of an annual average rate.

Recreation Center - A publicly or privately owned business which is open to the public where meetings are held, sports are played and activities made available for diverse ages and capabilities.

Recreational Unit: A tent or vehicular-type structure, primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle, which is self, powered. A tent means a collapsible shelter of canvas or other fabric stretched and sustained by poles and used for camping outdoors.

Recreational unit includes but is not limited to the following:

1. Travel trailer, which is a vehicular portable structure, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a vehicle, primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use.
2. Camping trailer, which is a vehicular portable structure, mounted on wheels and constructed with collapsible partial sidewalls of fabric, plastic, or other pliable material which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.
3. Motor home, which is a vehicular structure built on a self-propelled motor vehicle chassis, primarily designed to provide temporary living quarters for recreational, camping, or travel use.
4. Truck camper, which is a portable structure built on a self-propelled motor vehicle chassis, primarily designed to provide temporary living quarters for recreational, camping, or travel use.
5. Truck camper, which is a portable structure designed to be loaded onto, or affixed to the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping, or travel use. Truck campers are of two (2) basic types:
 - a. Slide-in camper, which is a portable structure designed to be loaded onto and unloaded from the bed of a pickup truck, constructed to provide temporary living quarters for recreational, camping, or travel use.
 - b. Chassis-mount camper, which is a portable structure designed to be mounted on a truck chassis, and constructed to provide temporary living quarters for recreational, camping, or travel use.
6. Boats, or other recreational units, which have the characteristics of the definition of recreational unit but are not listed above.

Recreation Uses: shall include, but need not be limited to, the following:

- a. **Miniature golf.**
- b. **Animal racing, go-cart, automobile or motorcycle tracks.**
- c. **Amphitheatres.**
- d. **Amusement and water parks.**
- e. **Airgun or survival games.**
- f. **Amusement parks**
- g. **Resorts**
- h. **Fairgrounds**
- i. **Batting cages**
- j. **Ski slope**
- k. **Skate board park**
- l. **Flea markets**

- m. Uses similar to the above uses
- n. Uses accessory to the above uses, such as refreshment stands, retail shops selling items related to the above uses, maintenance buildings, office for management functions, spectator seating and service areas, including locker rooms and rest rooms.

Repair: The reconstruction or renewal of any part of an existing building for the purpose of maintenance.

Required Setback Distance: As used in Article XVI, the least distance a permanent structure can be constructed from the bluffline without a special exception.

Residence Hotel: A building, or part of a building, with a common entrance or entrances, in which rooms are rented primarily for long term occupancy, and in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk service, bellboy service and meals in a common eating area. A residence hotel may include a restaurant, or cocktail lounge, public banquet halls, ballrooms or meeting rooms and recreational facilities. A residence hotel is a type of hotel.

Resort: A place of typically seasonal entertainment, recreation, and/or lodging. Resort lodging, if provided, may include hotels, motels, single or multiple-family residential dwelling units, cottages, campgrounds, bed and breakfasts, or some combination, as regulated by appropriate sections of this Ordinance.

Restaurant: An establishment where food is prepared and served for consumption within the principal building, with or without carry-out services.

Restoration: The reconstruction or replication of an existing building's original architectural features.

Retail Businesses – Businesses selling goods or commodities in small quantities directly to consumers. This definition does not include wholesale distributors.

Right-of-Way: A street, alley, or other thoroughfare or easement permanently established for passage of persons, vehicles, or the location of utilities. The right-of-way is delineated by legally established lines or boundaries.

Sec. 201.19. "S".

Satellite Antenna: See definition in Section 1729.1.

Seasonal Mobile Home Park: A parcel or tract of land under the control of a person upon which three (3) or more mobile homes are located on a continual or temporary basis but occupied on a temporary basis only, and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home. Seasonal mobile home park does not include a campground licensed pursuant to sections 12501 to 12516 of the public health code, Act No. 368 of the Public Acts of 1978, being sections 333.12501 to 333.12516 of the Michigan Compiled Laws.

Setback: The distance required to obtain minimum front, side or rear yard open space provisions of this Ordinance.

Setback Line: As used in Article XVI, the line which is the required setback distance landward of the bluffline and which is the lakeward limit for the construction of permanent structures without a special exception.

Screen: A structure providing enclosure, such as a fence, and a visual barrier between the area enclosed and the adjacent property. A screen may also be non-structural, consisting of shrubs or other growing materials.

Shoreland: The land, water and land beneath the water, which is in close proximity to the shoreline of Lake Michigan.

Shoreline: That area of shorelands where land and water meet.

Shore Protection Structure: Any structural or physical method used to control shoreland erosion processes. Shore protection structures include, but are not limited to, structures such as seawalls, revetments or bulkheads, and may also include any type of beach nourishment by filling.

Sign: A device, structure, fixture, or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying an establishment, product, service, or activity. Definitions of specific types of signs are found in Section 2001.

Site Condominium Subdivision: Means a condominium subdivision which includes units with building envelopes or which grants the owner the right to construct a structure.

Site Plan: A plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this Ordinance. A plot plan depicts a subset of the information required by this Ordinance for a site plan (see Article XIV).

Special Land Use: A use of land whose characteristics may create a nuisance or nuisance-like impacts on adjoining lands unless carefully sited according to standards established in this Ordinance (see Article XV). Approval for establishing a special land use is indicated by issuance of a Special Use Permit.

Special Use Permit: A permit issued by the City Planning Commission to a person or persons intending to undertake the operation of an activity upon land or within a structure specifically permitted as a special land use pursuant to standards and procedures established in Article XV.

Stop Work Order: An administrative order, which is either posted on the property or mailed or personally delivered to the property owner, which directs a person not to continue, or not to allow the continuation of an activity, which is in violation of this Ordinance.

Story: That part of a building, except a mezzanine as defined herein included between the surface of one floor and the surface of the next floor, or if there is no floor above, then the ceiling next above. A basement shall not be counted as a story (see Figure 2-1).

~~**Story, Half:** An uppermost story lying under a sloping roof with the floor height at or above the level of the roof eave.~~

Street: A publicly **owned and** dedicated right-of-way, other than an alley, ~~or an approved private road or easement~~, which affords the principal means of access to abutting property.

Structure: Anything fabricated, constructed or erected, the use of which requires fixation or placement in, on or attachment to something having location on the ground including but not limited to all buildings, independently supported decks, satellite dishes and free-standing signs; excepting anything lawfully in a public right-of-way including but not limited to utility poles, sewage pumping stations, utility manholes, fire hydrants, electric transformers, telephone boxes, and related public facilities and utilities defined as essential public services.

Subdivision: The division of a lot, tract, or parcel of land into more lots for the purpose of sale or development, and subject to the requirements of Public Act 288 of 1967, as amended, this Ordinance and the requirements of Chapter 78 of the Code of Ordinances of the City of South Haven.

Substandard Lot or Parcel: Also known as "nonconforming" lot or parcel. A lot or parcel of record or a lot or parcel which is described in a land contract or deed that is executed and delivered before the designation of a high risk erosion area and which does not have adequate depth to provide the required setback distance from the bluffline for a permanent structure. The term also means those lots which are legally created after the designation of a high-risk erosion area and which have sufficient depth to meet setback requirements for permanent structures, but which subsequently become substandard due to erosion processes or become substandard due to a change in the required setback distance.

Swimming Pool: Means any structure or container located either above or below grade designed to hold water to a depth of greater than twenty-four (24) inches, intended for swimming or bathing.

Sec. 201.20. "T".

Temporary Dwelling Unit: A dwelling unit occupied continuously for less than six (6) months of the year, or a dwelling unit occupied intermittently for less than fifteen (15) days of each month. A dwelling unit, which is occupied more than one hundred-eighty (180) days per year, is not a temporary dwelling unit. A dwelling unit used to gain residency, as a mailing address, or for a homestead tax exemption is not a temporary dwelling unit.

Temporary Use or Building: A use, building, or structure permitted by procedures established in this Ordinance, to exist during a specified period of time.

Traffic Impact Study: This and various terms related to this one are defined in Section 1737.2 including the following: development, average day, gap (critical gap), level of service, peak hour, study area, traffic impact study, trip (i.e. directional trip).

Travel Trailer: A recreational unit designed to be used for temporary residence purposes.

Sec. 201.21. "U".

Underground Storage Tank: A tank or combination of tanks, including underground pipes connected to the tank or tanks, which is, was, or may have been used to contain hazardous substances, and the volume of which, including the volume of the underground pipes connected to the tank or tanks, is ten percent (10%) or more beneath the surface of the ground.

Use: The principal purpose for which land or a building is arranged, designed, or intended, or for which land or a building is or may be occupied.

Sec. 201.22. "V".

Variance: A modification of the literal provisions of the Zoning Ordinance, granted by the Zoning Board of Appeals, when standards established in Article XXII of this Ordinance have been met.

These standards seek to ensure that no variance is granted unless: (a) strict enforcement of the Zoning Ordinance would cause practical difficulty or unnecessary hardship, (b) would not be contrary to the public interest, (c) there are circumstances unique to the individual property on which the variance is granted, and (d) the variance request is not due to actions of the applicant.

Vicious Animal: Any animal that attacks, bites, or injures human beings or domesticated animals without adequate provocation, or which because of temperament, conditioning, or training, has a known propensity to attack, bite, or injure human beings or domesticated animals. (See Section 1739.)

Sec. 201.23. "W".

Wall, Obscuring: A structure of definite height and location to serve as an obscuring screen in carrying out the requirements of this Ordinance.

Water Based Business: Any business in which the proprietor, employee(s) or customer(s) physically board a ship, boat, barge or vessel at a marine terminal, including, but not limited to dinner boats, charter boats, passenger service, boat tours, watercraft rentals, and commercial fisheries.

Wild Animal: Any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes, or jackals), domestic cats (excluding hybrids with ocelots or margays), rodents, any hybrid animal that is part wild, and captive-bred species of common cage birds. (See Section 1739.)

Sec. 201.24. "X".

Reserved.

Sec. 201.25. "Y".

Yards: The open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward, except as otherwise provided in this Ordinance and as defined herein (see Figure 2-7):

1. Front Yard: An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest wall of the main building. (Amended 1/17/85; Ord. No. 663)
2. Rear Yard: An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest wall of the main building. In the case of a corner lot, the rear yard may be opposite either street frontage. In the case of a waterfront lot, the rear yard shall be defined by the minimum horizontal distance between the nearest wall of the main building and the 100 year Flood Elevation line established by the Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency as referenced within Section 1613.
3. Side Yard: An open space between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal

distance from the nearest point on the side lot line to the nearest wall of the main building.

Sec. 201.26. "Z"

Zone of Active Erosion: The area of the shoreland where the disturbance or loss of soil and substrate has occurred with sufficient frequency to cause unstable slopes or prevent vegetation of the area.

Zoning Administrator: The City of South Haven Zoning Administrator hired for the purpose of carrying out certain duties and responsibilities as defined in this Ordinance.

Zoning Board of Appeals: The body appointed by the City Council to hear appeals by any aggrieved party by a decision or order of the Zoning Administrator, or where it is alleged that the literal enforcement of this Ordinance would involve practical difficulties or would cause unnecessary hardship to the property owner.

Zoning Permit: A document signed by the Zoning Administrator according to procedures established in this Ordinance, as a condition precedent to the commencement of a use, or the erection, construction, reconstruction, restoration, alteration, conversion, or installation of a structure or building, that indicates that a site plan, plot plan, and/or other zoning application or request for special zoning approval or variance for a use, structure or building has been reviewed and determined to comply with the requirements of this Ordinance and the conditions which may be attached to the variance, site plan approval or special use permit.

**FIGURE 2-1
BASEMENT AND STORY**

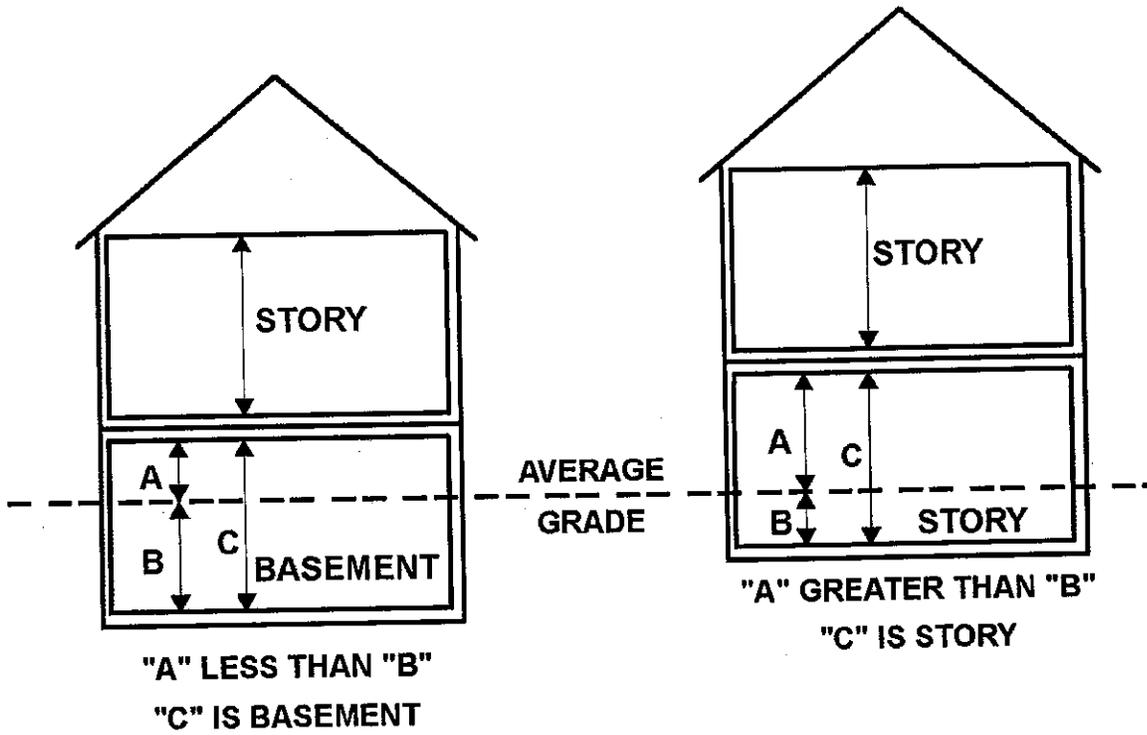
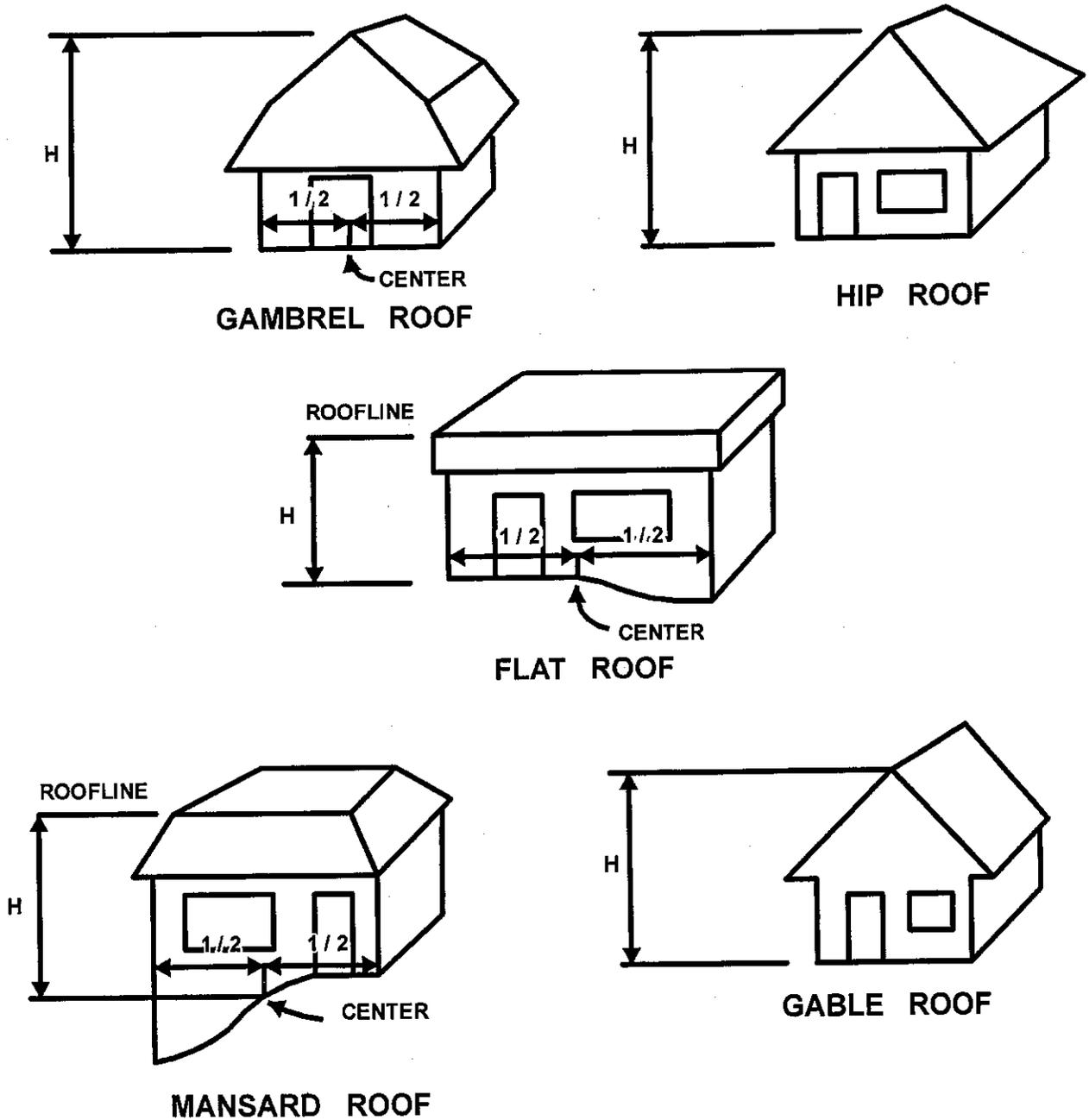


FIGURE 2-2

BUILDING HEIGHTS



**ARTICLE IV
R-1A, R-1B, AND R-1C SINGLE FAMILY RESIDENTIAL
AND R-2 RESIDENTIAL DISTRICTS**

SECTION 400. INTENT

3. The R-1A, R-1B and R-1C Single-Family Residential Districts are designed to preserve the character of the single-family residential neighborhoods in the City from intrusion by incompatible land uses. R-1A districts are typically areas of the City originally platted as 50 foot wide lots, and the setback regulations are designed to permit development similar to the character of existing land uses. R-1B districts are made up of areas of the City where there are typically larger lots than 50 feet in width, with 66 feet as a typical lot width. R-1C districts are cottage districts which typically have smaller lots than 50 feet in width and have dense development. In all of these districts, it is the intent of this ordinance to allow development which fits the existing characteristics and patterns of development. **Single Family residential structures with more than three (3) bedrooms will need the plans reviewed by the city engineer prior to the issuance of the zoning permit.**

SECTION 401. R-1A, R-1B AND R-1C USE REGULATIONS

Land, buildings and structures in the R-1 zoning district may be used for the following purposes only:

1. One-family detached dwellings.
2. Two-family dwellings which were erected prior to the effective date of the amendment which added this provision. Thereafter, no new two-family dwellings, or conversions to two-family dwellings are permitted in this district.
3. Farms in existence on the effective date of this Ordinance are allowed by right, all others by special use permit (see Section 1510.12.)
4. Publicly owned and operated libraries, parks, recreational facilities, and municipal parking lots by special use permit.
5. Cemeteries which lawfully occupied land in this district at the time of adoption of this Ordinance.
6. Churches and other facilities normally incidental thereto when authorized as a special land use. In considering such authorization, the Planning Commission shall ensure compliance with the standards in Article XV:
7. Public, charter, parochial and private schools offering courses in general education, when authorized as a special land use by the Planning Commission. In considering such authorization, the Planning Commission shall ensure compliance with the standards of Article XV.
8. Family day care home with fewer than seven (7) children or adults is permitted. Nursery schools, day nurseries and group day care homes for over six (7) children or adults, not including dormitories, when authorized by the Planning Commission as a special land use. In considering such authorization, the Planning Commission shall ensure compliance with the standards of Article XV.
9. Private noncommercial recreation areas, institutional or community recreation centers, nonprofit swimming pool clubs when authorized as a special land use by the Planning Commission. In considering such authorization, the Planning Commission shall ensure compliance with Article XV.

10. Golf courses when authorized as a planned unit development. In considering such authorization, the Planning Commission shall ensure compliance with the standards in Section 1510.15 and Article XIII:
11. Home occupations, as defined in Section 201, and which meet the requirements which follow, are not required to obtain a special use permit, all others are only permitted when authorized as a special land use by the Planning Commission according to the standards in b., which follow:
 - a. No special use permit is required if the home occupation meets the following standards:
 - 1) No customers or clients visit the property to do business.
 - 2) No parking of commercial vehicles, equipment or trucks.
 - 3) No shipping or receiving of merchandise or freight which is obtrusive to neighbors.
 - 4) No storage of material, products, or other business related items in a garage, accessory building, or outdoors.
 - 5) No signage.
 - 6) No visible evidence of business activity from outside the home.
 - b. In considering authorization for a special use permit for a home occupation, the Planning Commission shall ensure compliance with the following standards and those in Article XV:
 - 1) Said home occupation shall not exceed ten (10) percent of the gross floor area of any floor of the residential structure.
 - 2) There shall be no alteration in the residential character or function of the premise in connection herewith nor shall any garage or parking area be used in connection herewith.
 - 3) An identification sign shall not exceed two (2) square foot in area and shall be mounted flush to the main structure. **The planning commission may waive this size requirement in cases where the dwelling is over thirty (30) feet from the street right-of-way.**
 - 4) The sale of a commodity or stock in trade sold or stored upon the premises shall only be incidental to the specific home occupation.
 - 5) No person not residing on the premises shall be employed in connection with the home occupation.
 - 6) There shall be no equipment or machinery used in connection with a home occupation which is industrial in nature.
 - 7) No home occupation shall be permitted to be established or continued when the same is objectionable as determined by the Planning Commission due to noise, dust, smoke, odor, vibrations, light, traffic congestion, reduction of the living environment, or other impacts detrimental to the neighborhood in which it is located.
12. Planned Unit Development which contains the following uses or mix of uses and as regulated in Article XIII:
 - a. Single-family dwellings.
 - b. Golf courses, tennis clubs, athletic clubs, and other recreational uses.
 - c. Parks and playgrounds.
13. Accessory buildings and structures customarily incidental to the above permitted uses.
14. Museums
15. Model homes including sales office(s) are permitted in subdivisions, condominium developments and planned unit developments and shall comply with the following standards:
 - a. The model home shall be used solely as a sales and promotion office for the development in which the home is located. The model home shall not be used to conduct other business, or as a model home to promote sales in other developments.

- b. The model home requires a temporary zoning permit. The Zoning Administrator may issue temporary zoning permits for up to either three (3) model homes or a number equal to one (1%) percent of the total number of units within the development, whichever is less, with a minimum of one (1) model home permitted per development. Temporary zoning permits shall not be issued until roads, water supply, sewage disposal, storm drainage, and other utilities and infrastructure to service the site used for the model home(s) are completed and determined to be acceptable for use. Certificates of occupancy for model homes shall be limited to model and sales office purposes only and not for habitation.
- c. The model home must be located within the boundaries of the approved development and must comply with all requirements, conditions and stipulations of the development approval, zoning ordinance, and other city, county, state and federal regulations which may apply.
- d. The model home shall be maintained to appear as a home at all times.
- e. Use of the model home for sales and promotion shall cease as soon as fifty (50%) percent of the lots, condominiums, or units are sold or leased, or within two (2) years of the home's occupancy as a model home, whichever occurs first, whereupon the model home shall be offered for sale.
- f. One (1) identification sign shall be permitted subject to the following regulations
 - 1) The sign shall not exceed six (6) square feet in area
 - 2) The sign shall be mounted to the structure or freestanding within five (5) feet of the building
 - 3) If freestanding the sign may be no more than six (6) feet in height
 - 4) The sign may not be illuminated

SECTION 402. R-1A AREA REQUIREMENTS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement.

1. **Front Yard** - There shall be a front yard of no less than fifteen (15) feet, or the average of the front setbacks of the two principle structures on the properties directly adjacent to and fronting on the same right-of-way as the property in question, except that the front setback shall not be less than 10 feet when calculated as an average of the adjacent structure setbacks. If the adjacent property is vacant or the property is on a corner lot, fifteen (15) feet shall be used as the amount for that side when calculating the average. (Amended 10/4/03, Ord. 919)
2. **Side Yard** - There shall be total side yards of fifteen (15) feet, provided that no yard shall be less than three (3) feet.
3. **Rear Yard** - There shall be a rear yard of no less than twenty-five (25) feet.
4. **Lot Area and Width** - The minimum lot area and width for all uses in this District, unless specified elsewhere, shall be five thousand (5000) square feet and fifty (50) feet, respectively.
5. **Maximum Lot Coverage** - The lot area covered by all buildings shall not exceed 40%.

SECTION 403. R-1B AREA REQUIREMENTS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement.

1. **Front Yard** - There shall be a front yard of no less than twenty-five (25) feet, or the average of the front setbacks of the two principle structures on the properties directly adjacent to and fronting on the same right-of-way as the property in question, except that the front setback shall not be

less than 10 feet when calculated as an average of the adjacent structure setbacks. If the adjacent property is vacant or the property is on a corner lot, twenty-five (25) feet shall be used as the amount for that side when calculating the average. (Amended 10/4/03, Ord. 919)

2. **Side Yard** - There shall be total side yards of twenty (20) feet, provided that no yard shall be less than eight (8) feet.
3. **Rear Yard** - There shall be a rear yard of no less than twenty-five (25) feet.
4. **Lot Area and Width** - The minimum lot area and width for all uses in this District, unless specified elsewhere, shall be eight thousand four hundred (8,400) square feet and sixty-six (66) feet, respectively. **Flag lots shall have a minimum of 20 feet of street frontage and shall widen to the minimum lot width no more than one hundred (100) feet from the right-of-way.**
5. **Maximum Lot Coverage** - The lot area covered by all buildings shall not exceed 35%.

SECTION 404. R-1C AREA REQUIREMENTS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement.

1. **Front Yard** - There shall be a front yard of no less than three (3) feet.
2. **Side Yard** - There shall be side yards of no less than three (3) feet in width.
3. **Rear Yard** - There shall be a rear yard of no less than three (3) feet.
4. **Lot Area and Width** - The minimum lot area and width for all uses in this District, unless specified elsewhere, shall be two thousand one hundred seventy eight (2,178) square feet and thirty three (33) feet, respectively.

SECTION 405. R-1A, R-1B AND R-1C HEIGHT REGULATIONS

No building shall exceed ~~thirty (30)~~ **thirty-five** feet and two ~~and one-half (2 1/2)~~ stories in height (see the definition of "Height (Building)"), ~~also, no building shall exceed forty (40) feet from the average grade to the highest point of the roof surface.~~ The highest point of a cupola, widow's watch, tower or similar feature that extends above the roof line shall be considered the highest point of the roof surface on roofs with such features. **Flat roofs and mansard roofs shall be no greater than 25 feet at the highest point.**

SECTION 406. R-2 USE REGULATIONS

Single Family residential structures with more than three (3) bedrooms will need the plans reviewed by the city engineer prior to the issuance of the zoning permit.

Land, buildings and structures in the R-2 District may be used for the following purposes only:

1. All uses as permitted and regulated in the R-1 Residential District, provided that any time more than two (2) one-family dwellings are proposed, the requirements of Article XIII shall be met.
2. Two-family dwellings, provided that any time more than one duplex is proposed, the requirements of Article XIII shall be met.
3. Planned Unit Development which contains the following uses or mix of uses and as regulated in Article XIII:

- a. Single-family attached and detached dwelling units that conform with the standards of Section 501(2).
 - b. Two-family dwellings.
 - c. Golf courses, tennis clubs, athletic clubs and other recreational uses.
 - d. Parks, playgrounds and other open space.
4. Accessory buildings and structures customarily incidental to the above permitted uses.

SECTION 407. R-2 AREA REQUIREMENTS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement.

1. **Front Yard** - There shall be a front yard of no less than twenty-five (25) feet.
2. **Side Yard** - There shall be total side yards of twenty (20) feet, provided that no yard shall be less than eight (8) feet.
3. **Rear Yard** - There shall be a rear yard of no less than twenty-five (25) feet.
4. **Lot Area and Width** - The minimum lot area and width for all uses in this District, unless specified elsewhere, shall be eight thousand four hundred (8,400) square feet and sixty-six (66) feet, respectively. Where no lots are created, the maximum density of dwelling units on the site shall not exceed that permitted by this standard if there were individual dwelling units on individual lots.
5. **Maximum Lot Area** - The lot area covered by all buildings shall not exceed 35%.

SECTION 408. R-2 HEIGHT REGULATIONS

No building shall exceed ~~thirty (30)~~ **thirty-five (35)** feet and ~~two and one-half (2 ½)~~ stories in height.

**ARTICLE VI
CBD CENTRAL BUSINESS DISTRICT**

SECTION 600. INTENT

The CBD Central Business District is intended to permit those uses which provide for a variety of retail stores and related activities, and for office buildings and service establishments which occupy the prime frontages in the Central Business District and which serve the consumer population beyond the corporate boundaries of the city. The district regulations are designed to promote convenient pedestrian shopping and the stability of retail development by encouraging a continuous retail frontage and by prohibiting automotive related services and nonretail uses which tend to break up such continuity. Residential use of floors above the ground floor is encouraged as compatible with nonresidential uses in this District, provided the standards herein are conformed with.

SECTION 601. USE REGULATIONS

In a CBD Central Business District, no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this Ordinance.

1. Any generally recognized retail business which supplies commodities on the premises within a completely enclosed building. ~~such as, but not limited to, foods, groceries, drugs, liquor, furniture, appliances, TV, radio and other electronic devices, variety store, clothing, dry goods, notions, candy, books, florist, gift shops, jewelry, stationary, office supplies, paint and wallpaper, parcel delivery, or hardware.~~
2. Any personal service establishment which performs services on the premises within a completely enclosed building. ~~such as, but not limited to, repair shops (watches, radio, television, shoe and etc.), tailor shops, beauty parlors, barber shops, interior decorators, photographers, travel agencies, and dry cleaners.~~
3. Restaurants delicatessens, ice cream store, soda fountain, and carry-out food establishments, excluding drive-ins **or drive through establishments**. Outdoor cafes and outdoor seating are permitted by special use permit.
4. **Professional Service Businesses** ~~Offices and office buildings of an executive, administrative, or professional nature, including medical, dental and optical clinics.~~
5. Banks, loan and finance offices. Banks with drive-in facilities are permitted by special use permit, when said drive-in facilities are incidental to the principal function.
6. Public and quasi-public buildings, such as:
 - a. Municipal offices
 - b. Municipal off-street parking lots by special use permit
 - c. Libraries
 - d. Museums
 - e. Fraternal organizations
7. **Indoor Recreation Centers** ~~Commercial recreation facilities, such as bowling alleys, and similar uses. Public recreation centers by special land use permit.~~
8. Offices and showrooms of plumbers, electricians, decorators, **artist studios** or similar trades, of which not more than twenty-five (25) percent of the floor area of the building or part of the building occupied by said establishment is used for making, assembling, remodeling, repairing, altering, furnishing, or refinishing its products or merchandise, and provided that the ground floor premises facing upon, and visible from, any abutting street shall be used only for entrances, offices or

display. All storage of materials on any land shall be within the confines of the building or part thereof occupied by said establishment.

9. Business schools or private schools operating for profit; examples of private schools permitted herein include, but are not limited to, the following: trade schools, dance schools, music and voice schools, and art studios. Schools providing K-12 education are not included as permitted uses in this District.
10. Newspaper offices and printing plants; provided the printing plant is not greater than twenty-five hundred (2500) square feet.
11. Storage facilities when incident to, and physically connected with, any principal use permitted, provided that such facility be within the confines of the building or part thereof occupied by said establishment.
12. Hotels and motels when authorized as a special land use. (See Section 1510.22 and Section 1738) (Amended 8/21/06, Ord. 946.)
13. Bus passenger stations.
14. Other uses which are similar to the above when authorized as a special land use. In considering such authorization, the Planning Commission shall consider the following standards and Article XV:
 - a. All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from premises where produced.
 - b. Outdoor storage of merchandise, products, parts or supplies shall be expressly prohibited. **Excluded from this provision is the outdoor display of goods for sale as authorized by the City of South Haven Code of Ordinances, Section 74-3.**
15. Accessory structures customarily incidental to the above permitted uses.
16. Dwellings located above a permitted use when authorized as a special land use. In considering such authorization, the Planning Commission shall ensure conformance with the following standards and Article XV:
 - a. Ingress and egress to the dwelling unit;
 - b. The availability of parking for tenants and guests. One (1) dwelling unit per lot is allowed above any permitted use without providing any parking space, while additional units require two (2) spaces per unit; and,
 - c. The impact on the building's exterior.
17. Automatic teller machines when located inside a building as an accessory use and not as a freestanding building.
18. **Farmer's markets, art fairs and other outdoor events open to the public as permitted by the City Council.**
- ~~18. Convenience store.~~
- ~~19. Pool or billiard hall.~~
- ~~20. Antique shops.~~
- ~~21. Bakery goods stores.~~
22. Private clubs by special use permit.

23. Multiple-family dwellings, including multiple-family dwellings with units on the ground floor and above the ground floor, when authorized as a special land use. In considering such authorization, the Planning Commission shall ensure conformance with the following standards and Article XV:
 - a. The parcel shall not have frontage on the Phoenix Street, Center Street or Broadway Avenue right-of-ways; and,
 - b. Two (2) parking spaces shall be provided per dwelling unit, either on-site or within 300 feet of the parcel.
24. Theaters
25. Public parks.

SECTION 602. REQUIRED CONDITIONS

The outdoor display or sale of goods or merchandise shall not extend more than three (3) feet beyond the front lot line, provided the sidewalk is ten (10) feet wide or greater. If the sidewalk is less than ten (10) feet in width, goods or merchandise shall not be displayed outdoors. During special sidewalk sale days, as determined by the City Manager, goods or merchandise may be displayed outdoors in a reasonable fashion.

SECTION 603. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement.

1. **Front yard** - No minimum required.
2. **Side Yard** - No side yard is required; where a side yard is provided, it shall be at least ten (10) feet in width.
3. **Rear Yard** - No rear yard is required where the Planning Commission determines that the Site Plan adequately insures no present or future building will be adversely affected.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.

SECTION 604. HEIGHT REGULATIONS

No building shall exceed forty-five (45) feet and three ~~and one half (3-1/2)~~ stories in height.

**ARTICLE VII
B-1 NEIGHBORHOOD BUSINESS DISTRICT**

SECTION 700. INTENT

The Neighborhood Business District is for neighborhood convenience shopping, including retail business or service establishments which supply commodities or perform services which meet the daily needs of the neighborhood. **Businesses in this zone are scaled to be compatible with the neighborhood character.**

SECTION 701. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. Those non-residential uses which are permitted in the residential zoning districts, subject, except as specifically provided otherwise in this Article, to the same conditions, restrictions and requirements as are provided in the residential zoning districts.
2. **Personal Service Businesses not exceeding 2500 square feet in floor area**
3. Automatic teller machines when inside a building and accessory to another use.
4. **Retail Businesses not exceeding 2500 square feet in floor area or as provided elsewhere in this section. This size limit does not apply to existing structures.**
5. **Professional Service Businesses not exceeding 2500 square feet in floor area. This size limit does not apply to existing structures.**
3. ~~Bakery goods store.~~
4. ~~Barber or beauty shop.~~
5. ~~Book and stationary stores.~~
6. ~~Candy store, soda fountain and/or ice cream store.~~
7. ~~Clothes cleaning and/or laundry pickup station.~~
8. ~~Convenience stores not exceeding 2500 square feet in floor area.~~
9. ~~Delicatessen store.~~
10. Dwelling located above a permitted use when authorized as a special land use per the standards in Section 601.16.
11. Home occupations are permitted in any building designed and built as a dwelling unit.
12. ~~Laundromats.~~
13. Recreation center by special use permit.
15. ~~Shoe repair shop.~~
16. ~~Tailor and/or dress maker.~~

- ~~17. Other similar retail business or service establishments which supply convenience commodities or perform services primarily for residents of the surrounding neighborhood when authorized by the Planning Commission as a special land use. In considering such authorization, the Planning Commission shall ensure conformance with the following standards and those of Article XV:~~
- ~~a. The size, nature and character of the proposed use fit the scale and character of abutting properties.~~
 - ~~b. The proximity of the proposed use to adjoining properties does not create unreasonable negative impacts on the use and enjoyment of nearby residential properties.~~
 - ~~c. The parking facilities provided for the proposed use are safe, adequately sized and conveniently located.~~
 - ~~d. Any traffic congestion or hazard which will be occasioned by the proposed use can be adequately mitigated.~~
 - ~~e. The design of the proposed use harmonizes, blends with, and enhances adjoining properties and the surrounding neighborhood.~~
 - ~~f. There is a demonstrated need for the proposed use to service the needs of the surrounding neighborhood.~~
18. **Restaurants delicatessens, ice cream store, soda fountain, and carry-out food establishments, excluding drive-ins or drive through establishments. Outdoor cafes and outdoor seating are permitted by special use permit.**
19. Accessory buildings and structures customarily incidental to the above permitted uses.

SECTION 702. REQUIRED CONDITIONS

1. The outdoor storage of goods or materials shall be prohibited.
2. Warehousing or indoor storage of goods or materials beyond that normally incidental to the above permitted uses shall be prohibited.
3. Screening - Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission after consulting with neighbors: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713, or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
4. No individual commercial building on an individual lot shall exceed fifteen hundred (1500) square feet on a single floor unless the Planning Commission approves it as a special land use pursuant to the standards in Section 1502.
5. The minimum setback of any parking area, including drives within said parking area, from any property line or right-of-way shall be at least five (5) feet. All setback areas required by this paragraph must be landscaped.

SECTION 703. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement:

1. **Front Yard** - There shall be a front yard of no less than ten (10) feet.
2. **Side Yard** - Each side yard shall be at least ten (10) feet in width.

3. **Rear Yard** - There shall be a rear yard of no less than twenty (20) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions, and parking areas.

SECTION 704. HEIGHT REGULATIONS

No building shall exceed thirty-five (35) feet and ~~two and one half (2 1/2) stories~~ in height.

**ARTICLE VIII
B-2 GENERAL BUSINESS DISTRICT**

SECTION 800. INTENT

The General Business District is designed to cater to the needs of a larger consumer population than is served by the Neighborhood Business District, and is generally characterized by an integrated or planned cluster of establishments served by a common parking area and generating large volumes of vehicular and pedestrian traffic. **Businesses of a larger size than in the B-1 zone are permitted where stated.**

SECTION 801. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. All uses permitted in the B-1 zoning district.
2. Amusement enterprises.
3. **Personal Service Businesses not exceeding 5000 square feet in floor area. This size limit does not apply to existing structures.**
4. Automatic teller machines when inside a building and accessory to another use.
5. **Retail Businesses not exceeding 5000 square feet in floor area. This size limit does not apply to existing structures.**
3. ~~Antique shop, and art studios, provided all articles for sale are displayed or stored within the shop.~~
4. ~~Appliance sales and service.~~
6. Automobile and other vehicle sales **with a special use permit according to Article XV.**
7. ~~Automobile repair shop or garage, including major repair operations.~~
8. Bank, loan and finance offices, including drive-in branches by special use permit.
9. ~~Bowling alley, including bars and restaurant.~~
10. ~~Bus station and travel agency.~~
11. Business or trade school, music and voice schools **by special use permit.**
12. Car wash **by special use permit.**
13. ~~Catering service, delicatessen and confectionery store.~~
14. Churches and temples by special use permit.
15. ~~Clinic dental and medical, including laboratory.~~
16. ~~Dance studio and photographic studio.~~

17. Day nurseries, nursery schools and other group day care by special use permit per the standards of Section 1510.17
- ~~18. Decorator, interior shops.~~
- ~~19. Dry cleaning and laundry - custom and self-service, provided it is not larger than two thousand five hundred (2,500) square feet.~~
20. Electrical supplies - wholesale and storage.
- ~~21. Exterminator service.~~
- ~~22. Floor coverings, sales and storage.~~
23. Florist and gift shop, including nursery
24. Funeral home and ambulance service **by special use permit.**
25. Garden centers **not exceeding 10,000 square feet by special use permit.**
26. ~~Gasoline service stations~~ **Automobile service and repair stations by special use permit subject to Section 1510.03.**
27. Hotels and motels when authorized as a special land use (see Section 1510.22 and Section 1738).
- ~~28. Interior decorator shops.~~
- ~~29. Juke box and vending machine service and distribution.~~
- ~~30. Laboratory - medical or dental, provided it is not larger than two thousand five hundred (2,500) square feet.~~
31. Libraries, museums, other municipal offices and municipal facilities.
- ~~32. Liquor store.~~
- ~~33. Locksmiths.~~
34. ~~Lodge hall, private clubs, veterans' clubs.~~ **Private clubs**
35. Malt beverage, liquor and wine distribution and sales.
- ~~36. Marinas.~~
- ~~37. Miniature or Par 3 golf course.~~
- ~~38. Offices~~
- ~~39. Office machines sales and service.~~
- ~~40. Office supply store.~~
- ~~41. Parcel delivery station.~~
42. Parking lots by special use permit.

43. ~~Pet shop, not including treatment or boarding of animals.~~
44. Pool or billiard hall.
45. Newspaper printing and offices, printing and publishing, including processes related thereto, provided the facility is not larger than two thousand five-hundred (2,500) square feet.
46. Professional studio.
47. ~~Plumbing and heating, and electrical shops, provided all operations and storage are completely enclosed in a building.~~
48. ~~Radio and TV sales.~~
49. Recreation centers (**Outdoor**) and municipal recreation facilities by special use permit.
50. ~~Resale shops, including "auction houses".~~
51. Restaurant - cafe, bar, grill and cocktail lounges. **Restaurants with outdoor seating, "drive-in" or "drive through" facilities shall be permitted with a special use permit from the planning commission.**
52. ~~Shoe repair.~~
53. ~~Sign painting and servicing shops, provided all operations and storage are completely enclosed in a building.~~
54. ~~Special tools and gauges checking and service.~~
55. ~~Taxidermist.~~
56. ~~Theater.~~
57. ~~Travel agencies.~~
58. ~~Video stores.~~
59. ~~Other similar retail business or service establishments when authorized by the Planning Commission as a special land use. In considering such authorization, the Planning Commission shall ensure the following standards and those of Article XV are met:~~
 - ~~a. The size, nature and character of the proposed use fits the scale and character of abutting properties.~~
 - ~~b. The proximity of the proposed use to adjoining properties does not create unreasonable negative impacts on the use and enjoyment of nearby residential properties.~~
 - ~~c. The parking facilities provided for the proposed use are safe, adequately sized and conveniently located.~~
 - ~~d. Any traffic congestion or hazard which will be occasioned by the proposed use can be adequately mitigated.~~
 - ~~e. The design of the proposed use harmonizes, blends with, and enhances adjoining properties and the surrounding neighborhood.~~
60. Accessory structures and buildings customarily incidental to the above uses.
61. Planned Unit Developments which contain a mix of land uses permitted by right in this district.

62. **Professional Service Businesses not exceeding 5000 square feet. Professional Service Businesses over 5000 square feet may be allowed by special use permit.**

SECTION 802. REQUIRED CONDITIONS

1. More than two (2) uses on a single lot or parcel are permitted per the Planned Shopping Development special land use standards (see Section 1510.27).
2. Any site over two (2) acres shall be processed as a Planned Shopping Development per the special land use standards of Section 1510.27.
3. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713 or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
4. The minimum setback of any parking area, including drives within said parking area, from any property line or right-of-way shall be at least five (5) feet. All setback areas required by this paragraph must be landscaped.
5. The outdoor display or sale of goods or merchandise shall not interfere with any pedestrian or vehicular traffic within the parking area or entryway onto the property. Said display or sale shall not use any required parking spaces or fire lanes and shall be setback thirty-five (35) feet from the front lot line and twenty (20) feet from any side lot line.

SECTION 803. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement:

1. **Front Yard** - There shall be a front yard of no less than twenty-five (25) feet.
2. **Side Yard** - There shall be a side yard of no less than ten (10) feet in width.
3. **Rear Yard** - There shall be a rear yard of no less than twenty (20) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.

SECTION 804. HEIGHT REGULATIONS

No building shall exceed thirty-five (35) feet and two and one half (2-1/2) stories in height.

ARTICLE IX
B-3 WATERFRONT BUSINESS DISTRICT

SECTION 900. INTENT

The Waterfront Business District is designed to provide a location for diversified businesses having an orientation toward tourism, resort and water-related activities when in accord with the goals and objectives of the Comprehensive Plan for the City of South Haven.

SECTION 901. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. Automatic teller machines when inside a building and accessory to another use.
2. Beaches and recreation areas, either municipal or private by special use permit.
3. Boat launching ramp.
4. Campgrounds, subject to compliance with the standards and procedures for establishing a Planned Unit Development as regulated in Article XIII.
 - a. The minimum size of the campground shall be three (3) acres.
 - b. Thirty (30%) percent of the campground shall be dedicated to open space for the common use of the residents. For purposes of calculating the open space percentage, areas set aside for common recreational use may be included; driveways and parking areas shall be excluded.
 - c. There shall be a traffic route which does not pass through a residential area, connecting the campground entrance with a public street with a minimum right of way of eighty (80') feet in width.
 - d. The campsites shall be set back from the property line a minimum distance of thirty (30') feet.
 - e. A recreational unit may be located at the campground for no more than twenty-one (21) consecutive nights. After five (5) nights out of the campground, the recreational unit may return again for no more than twenty-one (21) consecutive nights. A recreational unit shall not be located on the premises of a campground for more than forty-two (42) nights in any calendar year. Storage of recreational units for more than twenty-one (21) days is not permitted in a campground.
 - f. The recreational units (excluding tents) located at the campground shall be validly licensed as vehicles or trailers, and shall at all times be legal for use on roads and highways without requiring any special permits. The maximum allowable trailering width of a recreational unit is ninety six (96") inches. The campground owner shall establish the maximum allowable length of a recreational unit based on the available turning radii in the campground.
 - g. There shall be a security fence surrounding the campground, with a minimum height of six (6') feet. There shall be security gates at the entrances.
 - h. Accessory uses and structures are allowed as part of the campground under the following conditions:
 - 1) Allowed uses are convenience store, snack bar, laundromat, or similar uses.
 - 2) The accessory use is intended for use of occupants of campground only.
 - 3) The accessory use must be centrally located in the campground, it shall not abut or adjoin a public street.
 - 4) No signs advertising the accessory use shall face public streets.

- 5) The accessory use shall cease business operation when the campground is closed for the season; the accessory use shall only be open for business when the campground is operating.
- 6) One structure is allowed to be used as an office.
- 7) One mobile home is allowed in a campground as a caretaker's residence.
- i. Home occupations are not permitted within the campground.
- j. Campgrounds shall be licensed by the State of Michigan, including as required in Act 368 of 1978, the Public Health Code. The City may enforce the provisions of the Public Health Code.
- k. A Planned Unit Development shall not be licensed as both a campground and a seasonal mobile home campground.
- l. The maximum number of sites per acre of total campground area is 12 sites per acre.
- m. The minimum area of each site is one-thousand-three-hundred (1300) square feet.
- n. All driveways and parking areas shall be paved with bituminous or concrete paving. Two paved parking spaces shall be provided for each campsite.
- o. Each entrance and exit to and from the campground shall be located at least twenty-five (25') feet distant from adjacent property located in any single-family residential district.
- p. There shall be no vehicle access to the campground except through designated common driveways, unless an access for use only by emergency vehicles is approved as a condition of development approval.
- q. Screening shall be provided along side yards, rear yards and any part of the parcel which abuts a public or private right of way. Screening shall be maintained in a living condition and shall consist of 1) a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season; or 2) a solid wall or tight board fence six (6) feet in height.
- r. The campground owner or applicant must research and show proof that the campground will not overload available roadways, utilities and drainage, including a study which estimates peak loads and shows that there is excess capacity in city utilities, streets and drainage to service the campground.
- s. The City Fire Marshal may prohibit campfires as part of site plan approval.

5. ~~Convenience store.~~

6. Dwelling above permitted use according to the standards in Section 601.16.

7. Marinas and marine services, **including seasonal boat storage.**

8. ~~Miniature or par 3 golf course.~~ **Recreation centers (outdoor) by special use permit**

9. ~~Motels, hotels or resorts motels or hotels~~ when authorized as a special land use (see Section 1510.22 and Section 1738). (Amended 8/21/06, Ord. 946)

10. Parking lots by special use permit.

11. Planned Unit Development which contains a mix of land uses including any use permitted by right in this district and one or more of the following land uses according to the requirements of Article XVIII:

- a. Attached and semi-detached dwelling units including dwellings known as townhouses or condominiums, among other names, subject to conformance with the following standards:
 - 1. Each dwelling unit shall have one (1) floor at ground level.
 - 2. No more than four (4) dwelling units shall be attached in any construction group, or contained in any single structure, except that where the roof ridge lines and building facades of any four (4) consecutive units are staggered or offset by at least ten (10) feet, then a maximum of eight (8) units may be permitted.

3. The site plan shall be so planned as to provide ingress and egress directly onto a major or minor thoroughfare, except when the Planning Commission finds, upon review of the site plan, that ingress and egress directly onto an adjacent minor street will not be detrimental to the harmonious development of the adjacent properties.
Where feasible, the Planning Commission may require that ingress-egress to parking facilities be provided from adjacent alleys so as to minimize curb cuts directly onto the major or minor thoroughfares.
4. The site plan shall be so planned as to recognize yard and general development relationships with adjacent land uses. The Planning Commission may recommend physical features to be provided which will insure harmony in these relationships.
 - b. Multiple-family dwellings and apartments where not all the units are at ground level.
12. Private clubs, fraternal organizations, lodge halls and convention halls.
13. ~~Recreation centers and facilities by special use permit.~~
14. Restaurants, lounges or other places serving food or beverage, except those having the character of a drive-in.
15. ~~Retail uses-businesses~~
16. Accessory buildings and structures customarily incidental to the above uses.
17. One family detached dwellings by special use permit, subject to the following conditions to be demonstrated by the applicant:
 - a. The proposed use will be of substantial benefit to the City and the waterfront business community.
 - b. No other use permitted in this zoning district is possible on the lot due its size or configuration.
 - c. The inability to use the lot for another use permitted in this zoning district was not the result of an action taken after January 1, 2014, by the applicant or any predecessor in interest in the property.
 - d. Special use permits shall not be granted under this subsection for any lot created by lot split occurring after January 1, 2014.
 - e. The site plan submitted with the application must satisfy all additional requirements for special use permits in Section 1502 of this ordinance.
18. Seasonal mobile home parks

SECTION 902. REQUIRED CONDITIONS

1. All dredging, construction and/or development shall be subject to the requirements of all relevant codes and ordinances of the City of South Haven, the State of Michigan, and the federal government.
2. The flushing or discharge of boat toilets and discarding of waste or refuse from boats in marinas into the water is prohibited. Each marina shall provide suitable, safe and sanitary toilet and refuse facilities within buildings designed for this purpose. No less than one (1) toilet facility shall be provided on the site for each fifty (50) boat spaces and not more than one thousand (1,000) feet of walking distance from each boat space. Refuse and garbage containers shall be provided and kept in clean and sanitary condition for the use of boat owners within not more than one

hundred and fifty (150) feet of walking distance of each boat space. All such facilities shall be subject to the approval of the Van Buren County Health Department.

3. Public launchings permitted in any marina having a public launching ramp shall be limited as follows: The number of public launchings permitted shall be limited to the number of parking spaces available to the general public for the parking of vehicles and boat carriers in any such marina.

Before any use shall be made of the public launching ramp, a site plan for such ramp and attendant facilities shall be submitted to the Planning Commission to determine if all provisions of this section have been complied with.

4. All lighting for external illumination of the parking area, buildings, grounds or waters shall be directed away from, and shall be shielded from, adjacent residential districts and shielded from the sky.
5. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713 or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
6. The minimum setback of any parking area, including drives within said parking area, from any property line or right-of-way shall be at least five (5) feet. All setback areas required by this paragraph must be landscaped.

SECTION 903. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement:

1. **Front Yard** - There shall be a front yard of no less than twenty-five (25) feet.
2. **Side Yard** - Side yards shall be at least ten (10) feet in width.
3. **Rear Yard** - There shall be a rear yard of no less than twenty (20) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.

SECTION 904. HEIGHT REGULATIONS

No building shall exceed thirty-five (35) feet and two and one half (2-1/2) stories in height.

ARTICLE X
B-4 MAJOR THOROUGHFARE BUSINESS DISTRICT

SECTION 1000. INTENT

The Major Thoroughfare Business District is designed to permit those uses that provide services and activities typically found along heavily traveled roads and interstate highways. These uses enjoy a close proximity to I-196, Blue Star Memorial Highway or Phoenix Road/County Road 388. The district regulations are designed to promote convenient retail and related uses to serve the residents of South Haven as well as providing commercial/retail services for persons traveling along major thoroughfares. This district also allows for developments such as planned shopping developments, malls, department stores, restaurants, and other retail uses.

SECTION 1001. USE REGULATIONS

In the B-4 District, no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this ordinance:

1. All uses permitted in the B-2 zoning district.
2. Planned Shopping Developments, when authorized by the Planning Commission as a special land use. In considering such authorization, the Planning Commission shall ensure conformance with the standards of Article XV:
3. Outdoor theaters, when authorized as a special land use by the Planning Commission. In considering such authorization, the Planning Commission shall ensure the standards of Article XV are met.
5. Parking lots as a separate use by special use permit.
6. **Personal Service Businesses without size limitations**
7. **Retail Businesses without size limitations**
8. **Professional Service Businesses without size limitations.**
9. **Car wash facilities by special use permit.**
10. **Garden Centers by special use permit**
11. **Restaurants and restaurants with drive in or drive through service or outdoor seating.**
12. **Banks and other financial institutions**
13. Recreation centers (**Indoor and Outdoor**) and facilities by special use permit.
- ~~6. Adult Entertainment Businesses provided the requirements of Article IV (Site Plan Review) and Section 1510.01 (Adult Entertainment Businesses) are met.~~
7. Accessory buildings and structures customarily incidental to the above uses.
8. Communication Towers by special use permit on property that does not have frontage on a major thoroughfare provided the requirements of Section 1709 (Plant Materials & Landscaping Requirements) are met. (Amended 9/2/03, Ord. 923)

SECTION 1002. REQUIRED CONDITIONS

1. The outdoor display or sale of goods or merchandise shall not interfere with any pedestrian or vehicular traffic within the parking area or entryway onto the property. Said display or sale shall not use any required parking spaces or fire lanes and shall be setback thirty-five (35) feet from the front lot line and twenty (20) feet from any side lot line.
2. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713, or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
3. All lighting shall be installed in a manner so that no illumination source is visible beyond all property lines and must be directed down and shielded from the sky.
4. No signs shall be placed within a twenty (20) foot setback from any property line and/or right-of-way.
5. The minimum setback of any parking area, including drives within said parking area, from the front or rear property line or right-of-way shall be at least ten (10) feet. The minimum setback of any parking area, including drives within said parking area, from the side property line shall be at least five (5) feet. If the lot is a corner lot, then the minimum setback from a right-of-way shall be ten (10) feet. All setback areas required by this paragraph must be landscaped.

SECTION 1003. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure, or enlargement (unless specified elsewhere in this Article):

1. **Front Yard** - There shall be a front yard of no less than thirty-five (35) feet.
2. **Side Yard** - There shall be a side yard of no less than twenty (20) feet.
3. **Rear Yard** - There shall be a rear yard of no less than twenty (20) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A site plan is required for all structures, additions and parking areas.
6. **Spacing** - Whenever two (2) or more buildings are built on the same lot, said buildings shall not be allowed to be erected closer than twenty (20) feet to one another.

SECTION 1004. HEIGHT REGULATIONS

No building shall exceed forty-five (45) feet and three and one half (~~3-1/2~~) stories in height.

ARTICLE XI
I - 1 LIGHT INDUSTRIAL DISTRICT
I-1B INDUSTRIAL DISTRICT
I-2 GENERAL INDUSTRIAL DISTRICT

SECTION 1100. INTENT OF THE I-1 DISTRICT

The I-1 Light Industrial District is designed so as to primarily accommodate wholesale activities, warehouses and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect, in a detrimental way, any of the surrounding districts. The I-1 District is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semifinished products from previously prepared material. It is further intended that the processing of raw material for shipment in bulk form, to be used in an industrial operation at another location, not be permitted.

The general goals of this use district include, among others, the following specific purposes:

1. To provide sufficient space, in appropriate locations, to meet the needs of the municipality's expected future economy for many types of manufacturing and related uses.
2. To protect abutting residential districts by separating them from manufacturing activities and by prohibiting the use of such industrial areas for new residential development.
3. To promote manufacturing development which is free from danger of fire, explosions, toxic and noxious matter, radiation and other hazards, and from offensive noise, vibration, smoke, odor and other nuisances.
4. To protect the most desirable use of land in accordance with a well considered plan.
5. To protect the character and established pattern of adjacent development and, in each area, to conserve the value of land and buildings and other structures.
6. To protect the municipality's tax revenue.

SECTION 1101. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. Any use charged with the principal function of basic research, design and pilot or experimental product development when conducted within a completely enclosed building.
2. Any of the following uses when the manufacturing, compounding, or processing is conducted wholly within a completely enclosed building. That portion of the land used for open storage facilities for materials or equipment used in the manufacturing, compounding, or processing shall be totally obscured by a wall on those sides abutting any residential or commercial zoning district, and on any front yard abutting a public thoroughfare, except as otherwise provided in Section 1712. In the I-1 District, the extent of such a wall may be determined by the Planning Commission on the basis of usage. Such a wall shall not be less than five feet in height and may, depending upon land usage, be required to be eight (8) feet in height, and shall be subject to the requirements of Article XVII. General Provisions, Section 1713. A chain link fence, with intense evergreen shrub planting, shall be considered an obscuring wall. The height shall be determined in the same manner as determined above (see subsection 20.e. for additional screening requirements):
 - a. Warehousing and wholesale establishments and trucking facilities.

- b. The manufacture, compounding, processing, packaging or treatment of such products as, but not limited to, bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery, tool, die, gauge and machine shops.
 - c. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials: bone, canvas, cellophane, cloth, cork, elastomers, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, rubber, precious or semiprecious metals or stones, sheet metal, shell, textiles, tobacco, wax, wire, wood and yarns.
 - d. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.
 - e. The manufacture of musical instruments, toys, novelties, and metal or rubber stamps, or other molded rubber products.
 - f. The manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs.
 - g. Laboratories - experimental, film or testing.
 - h. The manufacturing and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.
 - i. Central dry cleaning plants or laundries, provided that such plants shall not deal directly with consumer at retail.
 - j. All public utilities, including buildings, necessary structures, storage yards, and other related uses.
3. Warehouse, storage and transfer, and electric and gas service buildings and yards, public utility buildings, telephone exchange buildings, electrical transformer stations and substations, gas regulator stations, water supply and sewage disposal plants, water and gas tank holders, railroad transfer and storage tracks, railroad rights-of-way, and freight terminals.
 4. Storage facilities for building materials, sand, gravel, stone, lumber, and contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall or fence on those sides abutting all residential or business districts, and on any yard abutting a public thoroughfare. In any I-1 District, the extent of such fence or wall may be determined by the Planning Commission on the basis of usage. Such fence or wall shall not be less than five (5) feet in height, and may, depending on land usage, be required to be eight (8) feet in height. A chain link type fence, with dense evergreen shrubbery inside of said fence, shall be considered to be an obscuring fence. See also Sections 1709, 1713 and 1714.
 5. Auto engine, paint and body repair, and undercoating shops when completely enclosed.
 6. Automatic teller machines when inside another building and accessory to another use.
 7. Commercial kennels.
 8. ~~Electrical supplies, plumbing and heating shops~~ **suppliers**
 9. Factory and mill supplies.
 10. Farms.
 11. Greenhouses.
 12. Incubator: Mix of uses including any in the B-2 District and this District by special land use permit, provided there are at least six (6) individual tenants. No new review and approval is required for a change of land use within an approved incubator, if within the same building and/or on the same site.
 13. Municipal facility and municipal vehicle maintenance garage.

14. Office buildings
15. Parking lots
16. Printing plants.
17. Radio and television towers, public utility microwaves and public utility TV transmitting towers, and their attendant facilities by special use permit, provided said use shall be located centrally on a continuous parcel of not less than one and one-half (1-1/2) times the height of the tower measured from the base of said tower to all points on each property line.
18. Stadium, sports arena.
19. Trade or industrial schools.
20. Other similar light industrial uses when authorized by the Planning Commission as a special land use. In considering any site plan to establish a use in this district, the Planning Commission shall ensure conformance with the following standards and for special land uses, those of Article XV:
 - a. Ingress and egress to the lot and the proposed buildings and structures thereon, with particular reference to automotive, truck, and pedestrian access shall be safe and convenient. Traffic flow and control, and access in case of fire or catastrophe shall also be safe and convenient.
 - b. Off-street parking and loading areas where required, shall be located with particular attention to the items in subparagraph (a) above, and the economic, noise, glare, odor or other nuisance effects of the use on adjoining properties and the surrounding neighborhood. The minimum setback of any parking area, including drives within said parking area, from the front or rear property line or right-of-way shall be at least twenty (20) feet. The minimum setback of any parking area, including drives within said parking area, from the side property line or right-of-way shall be at least five (5) feet. If the lot is a corner lot, then the minimum setback from a right-of-way shall be twenty (20) feet. All setback areas required by this paragraph must be landscaped.
 - c. Refuse and service areas shall be located with particular reference to the items in subparagraphs (a) and (b) above.
 - d. Utilities shall be located in safe and convenient locations and buried below ground wherever feasible.
 - e. Screening and buffering, with reference to type, dimensions, and character shall conform to the requirements of Sections 1709, 1713 and 1714 of this Ordinance. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713 or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
 - f. Signs, if any, and proposed exterior lighting shall be located to reduce glare, ensure traffic safety, preserve economic viability, and achieve compatibility and harmony with adjoining and surrounding neighborhood properties.
 - g. Required yards and other open spaces shall conform to the requirements of Section 1102.
 - h. There shall be general compatibility with adjacent properties and the surrounding neighborhood.
21. Accessory buildings and structures customarily incidental to the above uses.

SECTION 1102. AREA REGULATIONS

No building or structure, nor any enlargement thereof, shall be hereafter erected except in conformance with the following yard, lot area, and building coverage requirements:

1. **Front Yard** - There shall be a front yard of no less than forty (40) feet. Off-street parking for visitors, over and above the number of spaces required under Article XVIII, may be permitted within the required front yard, provided that such off-street parking is not located within twenty (20) feet of the front lot line.
2. **Side Yard** - There shall be total side yards of forty (40) feet, provided that no yard shall be less than twenty (20) feet. In no event shall a building be located closer than seventy-five (75) feet to a residential district. Off-street parking shall be permitted in the required side yard setback if adequately screened from an adjacent residential district as determined by the Planning Commission.
3. **Rear Yard** - There shall be a rear yard of no less than fifty (50) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.
6. **Landscaping** - Within the industrially zoned areas, landscaping requirements must adhere to Article XVII, Section 1709. (Amended 12/14/89; Ord. No. 728)

SECTION 1103. HEIGHT REGULATION

No building or structure shall exceed forty (40) feet in height.

SECTION 1104. PERFORMANCE STANDARDS

Before the issuance of any building permit in this Zone, the applicant shall sign an agreement with the City Manager that the use of the property will meet the following Performance Standards, that no nuisance will be created, and that any violation of these standards in subsequent operations will be corrected in an expeditious manner:

1. **Fire and Explosion Hazards** - All buildings, storage and handling of flammable materials, and other activities shall conform to County and City building and fire ordinances and to any applicable State and Federal regulations or requirements. No use of building shall in any way represent a fire or explosion hazard to a use on adjacent property or to the public on a public street.
2. **Smoke, Fumes, Gases, Dust, and Odors** - There shall be no emission of any smoke, radiation, fumes, gases, dust, odors, or any other atmospheric pollutant which will disseminate beyond the boundaries of the lot occupied by such use in such a manner as to cause property damage or hazards to public health or to be detrimental to the property rights of other property or to be obnoxious to the general public.
3. **Liquid or Solid Waste** - No industrial operations shall directly discharge industrial waste of any kind into any river, stream, reservoir, pond or lake. All methods of sewage disposal and industrial waste treatment and disposal shall be approved by the City and by the County and Michigan State Health Departments.
4. **Vibration** - There shall be no vibration which is discernible to the human sense of feeling beyond the boundaries of the lot on which such use is conducted.

5. **Noise** - There shall be no noise emanating from the operation which will adversely affect an adjoining permitted use.
6. **Glare** - There shall be no direct or sky-reflected glare harmful to the human eye at the property line of the lot occupied by such use.
7. **Industrial Park Covenants** - That any industrial park covenants applicable to the property will be conformed with.

SECTION 1105. Reserved for Future Use.

SECTION 1106. INTENT OF THE I-2 DISTRICT

General Industrial Districts are designed primarily for manufacturing, assembling and fabrication activities, including large scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts. The I-2 District is so structured as to permit the manufacturing, processing, and compounding of semifinished or finished products from raw materials as well as from previously prepared material.

SECTION 1107. USE REGULATIONS

Land, buildings, or structures in this zoning district may be used for the following purposes only, subject to review and approval of a site plan by the Planning Commission:

1. Any principal use permitted in an I-1 District subject to the same conditions.
2. Heating and power generating plants.
3. Any of the following production or manufacturing uses (not including storage of finished products), provided that they are located not less than two hundred (200) feet distant from any residential district and not less than two hundred (200) feet distant from any other district and further subject to the regulations contained below in Section 1108, Special Conditions :
 - a. Junk yards, auto salvage and parts reconditioning provided such are entirely enclosed within a building.
 - b. Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant.
 - c. Blast furnace, steel furnace, blooming or rolling mill.
 - d. Manufacture of corrosive acid or alkali, cement, lime, gypsum or plaster of Paris.
 - e. Petroleum or other inflammable liquids, production, refining or storage.
 - f. Smelting of aluminum, copper, iron or zinc.
 - g. Ferrous and nonferrous foundries.
 - h. Stamping plants.
4. Any other use which shall be determined by the City of South Haven, after recommendation from the Planning Commission, to be of the same general character as the above permitted uses in Section 1107. The City of South Haven may impose reasonable setback and/or Performance Standards so as to insure public health, safety and general welfare.
5. Radio and television towers, public utility microwaves and public utility T.V. transmitting towers, and their attendant facilities, provided said use shall be located centrally on a continuous parcel of not less than one and one-half (1-1/2) times the height of the tower measured from the base of said tower to all points on each property line.
6. Accessory buildings and structures customarily incidental to the above uses.
7. **Adult Entertainment Facilities when authorized by the Planning Commission as a special use in accordance with Section 1510.01.**

SECTION 1108. SPECIAL CONDITIONS

1. Any production or manufacturing use permitted in Section 1107 (3) that was in operation or under construction prior to the adoption of this Ordinance is exempt from the locational requirements as stated in the same section and paragraph.
2. Should the existing uses or structure be removed or destroyed by any means, buildings may be rebuilt along the same building line. Uses may be changed within the same building lines subject to uses permitted in Section 1107.
3. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713 or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
4. The minimum setback of any parking area, including drives within said parking area, from the front or rear property line or right-of-way shall be at least twenty (20) feet. The minimum setback of any parking area, including drives within said parking area, from the side property line or right-of-way shall be at least five (5) feet. If the lot is a corner lot, then the minimum setback from a right-of-way shall be twenty (20) feet. All setback areas required by this paragraph must be landscaped.

SECTION 1109. AREA REGULATIONS

No building or structure, nor any enlargement thereof, shall be hereafter erected except in conformance with the following yard, lot area, and building coverage requirements:

1. **Front Yard** - There shall be a front yard of no less than sixty (60) feet. Off-street parking for visitors, over and above the number of spaces required under Article XVIII may be permitted within the required front yard, provided that off-street parking is not located within twenty (20) feet of the front lot line.
2. **Side Yard** - There shall be total side yards of sixty (60) feet, provided that no yard shall be less than thirty (30) feet. In no event shall a building be located closer than seventy-five (75) feet to a residential district. Off-street parking shall be permitted in the required side yard setback if adequately screened from an adjacent residential district as determined by the Planning Commission.
3. **Rear Yard** - There shall be a rear yard of no less than fifty (50) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.
6. **Landscaping** - Within the industrially zoned areas, landscaping requirements must adhere to Article XVII, Section 1709. (Amended 12/14/89; Ord. No. 728)

SECTION 1110. HEIGHT REGULATIONS

No building or structure shall exceed sixty (60) feet in height.

SECTION 1111. PERFORMANCE STANDARDS

Before the issuance of any building permit in this Zone, the applicant shall sign an agreement with the City Manager that the use of the property will meet the following Performance Standards and that any violation of these standards in subsequent operations will be corrected expeditiously:

1. **Fire and Explosion Hazards** - All buildings, storage and handling of the flammable materials, and other activities shall conform to County and City building and fire ordinances and to any applicable State and Federal regulations and requirements. No use of building shall in any way represent a fire or explosion hazard to a use on adjacent property or to the public on a public street.
2. **Smoke, Fumes, Gases, Dust, and Odors** - There shall be no emission of any smoke, radiation, fumes, gases, dust, odors, or any other atmospheric pollutant which will disseminate beyond the boundaries of the lot occupied by such use in such a manner as to cause property damage or hazards to public health or to be detrimental to the property rights of other property or to be obnoxious to the general public.
3. **Liquid or Solid Waste** - No industrial operations shall directly discharge industrial waste of any kind into any river, stream, reservoir, pond or lake. All methods of sewage disposal and industrial waste treatment and disposal shall be approved by the City and by the County and Michigan State Departments.
4. **Vibration** - There shall be no vibration which is discernible to the human sense of feeling beyond the boundaries of the lot on which such use is conducted.
5. **Noise** - There shall be no noise emanating from the operation which will adversely affect an adjoining permitted use.
6. **Glare** - There shall be no direct or sky-reflected glare harmful to the human eye at the property line of the lot occupied by such use.
7. **Industrial Park Covenants** - That any industrial park covenants applicable to the property will be conformed with.

SECTION 1112. Reserved for Future Use.

SECTION 1113. INTENT OF THE I-1B INDUSTRIAL DISTRICT

The I-1B Industrial District is designed so as to primarily accommodate wholesale activities, warehouses and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affect, in a detrimental way, any of the surrounding districts. The I-1B District is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semifinished products from previously prepared material.

The general goals of this use district include, among others, the following specific purposes:

1. To provide sufficient space, in appropriate locations, to meet the needs of the municipality's expected future economy for many types of manufacturing and related uses.
2. To protect abutting residential districts by separating them from manufacturing activities and by prohibiting the use of such industrial areas for new residential development.
3. To promote manufacturing development which is free from danger of fire, explosions, toxic and noxious matter, radiation and other hazards, and from offensive noise, vibration, smoke, odor and other nuisances.

4. To protect the most desirable use of land in accordance with a well considered plan.
5. To protect the character and established pattern of adjacent development and, in each area, to conserve the value of land and buildings and other structures.
6. To protect the municipality's tax revenue.

SECTION 1114. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. Any use permitted in the I-1 Light Industrial District.
2. Nonferrous smelting and casting.

SECTION 1115. AREA REGULATIONS

No building or structure, nor any enlargement thereof, shall be hereafter erected except in conformance with the following yard, lot area, and building coverage requirements:

1. **Front Yard** - There shall be a front yard of no less than forty (40) feet. Off-street parking for visitors, over and above the number of spaces required under Article XVIII, may be permitted within the required front yard, provided that such off-street parking is not located within twenty (20) feet of the front lot line.
2. **Side Yard** - There shall be total side yards of forty (40) feet, provided that no yard shall be less than twenty (20) feet. In no event shall a building be located closer than seventy-five (75) feet to a residential district. Off-street parking shall be permitted in the required side yard setback if adequately screened from an adjacent residential district as determined by the Planning Commission.
3. **Rear Yard** - There shall be a rear yard of no less than fifty (50) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.
6. **Landscaping** - Within the industrially zoned areas, landscaping requirements must adhere to Article XVII, Section 1709. (Amended 12/14/89; Ord. No. 728)

SECTION 1116. HEIGHT REGULATION

No building or structure shall exceed forty (40) feet in height.

SECTION 1117. PERFORMANCE STANDARDS

Before the issuance of any building permit in this Zone, the applicant shall sign an agreement with the City Manager that the use of the property will meet the following Performance Standards, that no nuisance will be created, and that any violation of these standards in subsequent operations will be corrected in an expeditious manner:

1. **Fire and Explosion Hazards** - All buildings, storage and handling of flammable materials, and other activities shall conform to County and City building and fire ordinances and to any applicable State and Federal regulations or requirements. No use of building shall in any way represent a fire or explosion hazard to a use on adjacent property or to the public on a public street.

2. **Smoke, Fumes, Gases, Dust, and Odors** - There shall be no emission of any smoke, radiation, fumes, gases, dust, odors, or any other atmospheric pollutant which will disseminate beyond the boundaries of the lot occupied by such use in such a manner as to cause property damage or hazards to public health or to be detrimental to the property rights of other property or to be obnoxious to the general public.
3. **Liquid or Solid Waste** - No industrial operations shall directly discharge industrial waste of any kind into any river, stream, reservoir, pond or lake. All methods of sewage disposal and industrial waste treatment and disposal shall be approved by the City and by the County and Michigan State Health Departments.
4. **Vibration** - There shall be no vibration which is discernible to the human sense of feeling beyond the boundaries of the lot on which such use is conducted.
5. **Noise** - There shall be no noise emanating from the operation which will adversely affect an adjoining permitted use.
6. **Glare** - There shall be no direct or sky-reflected glare harmful to the human eye at the property line of the lot occupied by such use.
7. **Industrial Park Covenants** - That any industrial park covenants applicable to the property will be conformed with.

ARTICLE XII
PB-1 PROFESSIONAL BUSINESS DISTRICT

SECTION 1200. INTENT

The purpose of this district is to accommodate office uses, office sales uses, and business services. The district is intended as a transition area between residential areas and more intensive business development and is intended principally for daytime business activities that are compatible with adjacent residential districts in the City.

SECTION 1201. USE REGULATIONS

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission.

1. Professional offices for the practice of medicine, dentistry, law, engineering and architectural design, accounting, advertising, brokerage and other related professional services.
2. Publicly owned office and meeting buildings, and public utility offices, but not including storage yards, substations or regulator stations.
3. Financial, real estate and management offices, including banks, credit unions, savings and loan institutions, real estate offices, abstract and title offices, business consulting and management offices and similar office functions, but not including drive-in facilities for such uses.
4. Single family dwellings meeting the requirements of the R-1 Single-Family Residential District.
5. **Pharmacies and medical supply stores offering retail sales.**

SECTION 1202. REQUIRED CONDITIONS

1. Side yards and rear yards adjoining any residential zoning district shall be screened by one of the following with the selection of the option by the Planning Commission after consulting with the neighbors: 1) by a compact hedge of deciduous or evergreen trees which reach a minimum of five (5) feet in height and five (5) feet in width after one growing season, or 2) a solid wall or tight board fence or a privacy fence (which allows air to flow through) six (6) feet in height, or 3) if the provisions in Section 1709, 1713 or 1714 are more restrictive in an individual case, then the provisions of whichever section the Planning Commission believes will best protect abutting properties.
2. The minimum setback of any parking area, including drives within said parking area, from any property line or right-of-way shall be at least five (5) feet. All setback areas required by this paragraph shall be landscaped.
3. There shall be no outdoor display or sale of goods.

SECTION 1203. AREA REGULATIONS

No building or structure, nor the enlargement of any building or structure, shall be hereafter erected unless the following yards, lot area, and building coverage requirements are provided and maintained in connection with such building, structure or enlargement.

1. **Front Yard** - There shall be a front yard of no less than twenty-five (25) feet.
2. **Side Yard** - There shall be a side yard of no less than ten (10) feet in width.

3. **Rear Yard** - There shall be a rear yard of no less than twenty (20) feet.
4. **Lot Area and Width** - No minimum required.
5. **Site Plan** - A Site Plan is required for all structures, additions and parking areas.

Section 1204. HEIGHT REGULATIONS:

No building shall exceed thirty-five (35) feet and two and one half (2-1/2) stories in height.

**ARTICLE XVIII
PARKING AND LOADING SPACES**

SECTION 1800. OFF-STREET PARKING REQUIREMENTS

Except in the Central Business District, the required number of paved automobile off-street parking spaces with adequate access thereto shall be provided in all districts at the time of erection or enlargement of any main building or structure. The number of off-street parking spaces in conjunction with all land or building uses shall be provided prior to the issuance of a Certificate of Occupancy, as herein after prescribed. (Amended 10/15/87; Ord. No. 701)

1. **Residential** off-street parking spaces may be located within a rear yard or within a side yard which is in excess of the minimum side yard setback unless otherwise provided in this Ordinance. Off-street parking shall not be permitted within a front yard nor within a minimum side yard setback unless otherwise provided in this Ordinance. **Residential off-street parking for more than four (4) vehicles may be located on a pervious surface other than gravel.**
2. Off-street parking for other than residential use shall be either on the same lot or within three hundred (300') feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership by the applicant shall be shown of all lots or parcels intended for use as parking by the applicant.
3. Required residential off-street parking spaces shall consist of a parking strip, parking bay, driveway, garage or combination thereof, and shall be located on the premises they are intended to serve and are subject to the provisions of Section 1708 - Accessory Buildings of this Ordinance.
4. Any area once designated as required off-street parking shall never be changed to any other use unless and until equal facilities are approved and provided elsewhere.
5. Off-street parking existing at the effective date of this Ordinance, in connection with the operation of an existing building or use, shall not be reduced to an amount less than hereinafter required for a similar new building or new use.
6. Two or more buildings or uses may collectively provide the required off-street parking, in which case the required number of parking spaces shall not be less than the sum of the requirements for the several individual uses computed separately.
7. In the instance of dual function of off-street parking spaces where operating hours of buildings do not overlap, the Planning Commission may waive the dual parking requirement of 6. above by grant of a special use permit which specifies the terms and conditions for parking of each use.
8. The storage of merchandise, motor vehicles for sale, trucks, semi-trucks, trailers, or the repair of vehicles is prohibited within off-street parking areas. From Labor Day to Memorial Day marinas may use parking lots for boat storage.
9. For those uses not specifically mentioned, the requirements of off-street parking facilities shall be in accord with a use which the Zoning Administrator considers is similar in type.
10. When units or measurements determining the number of required parking spaces results in the requirement of a fractional space, any fraction up to and including one-half (1/2) shall be disregarded, and fractions over one-half (1/2) shall require one (1) parking space.
11. For the purpose of computing the above number of parking spaces required, the definition of usable floor area in Article II, Definitions, Section 201 shall govern.

12. In cases where an applicant can demonstrate that the required number of spaces is excessive, the planning commission may allow some parking area be set aside as greenspace. Should the additional parking be found to be necessary, the zoning administrator shall require the remaining spaces to be installed.
13. The minimum number of off-street parking spaces by type of use shall be determined in accordance with the following schedule; provided that if more than one use occupies a site, then the combined parking requirements for each of the permitted uses must be met unless the request is processed according to the requirements of Section 1800.7 (above):

	Use	Number of Minimum Parking Spaces Per Unit of Measure
a.	Residential	
	1) Residential, single-family and two-family	Two (2) for each dwelling unit with three (3) or less bedrooms. For single family residences with four (4) or more bedrooms, one (1) additional space is required for each additional bedroom.
	2) Residential, multiple-family	Two (2) for each dwelling unit.
	3) Housing for the elderly Assisted Living Facility for less than seven (7) patients	One (1) for each two (2) units, and one (1) for each employee. Should units revert to general occupancy, then two (2) spaces per unit shall be provided.
	4) Mobile home park	Two (2) for each mobile home site and one (1) for each employee of the mobile home park.
b.	Institutional	
	1) Churches or temples	One (1) for each three (3) four (4) seats or six (6) feet of pews in the main unit area of worship.
	2) Hospitals	One (1) for each one (1) bed. One for each two (2) beds and every three (3) employees
	3) Homes for the aged and convalescent homes Assisted Living Facilities for greater than six (6) patients	One (1) for each four (4) beds.
	4.) Elementary and junior high schools	One (1) for each one (1) teacher, employee or administrator, in addition to the requirements of the auditorium.
	5) Senior high schools	One (1) for each one (1) teacher, employee, or administrator and one (1) for each ten (10) students, in

		addition to the requirements of the auditorium or gymnasium, whichever is greater.
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	6.) Private clubs, fraternal organizations, or lodge halls	One (1) for each three (3) persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
	7) Private golf clubs, swimming pool clubs, tennis clubs or other similar uses	One (1) for each two (2) member families or individuals plus spaces required for each accessory use, such as a restaurant or bar.
	8) Golf courses open to the general public, except miniature or "par-3" courses	Six (6) for each one (1) golf hole and one (1) for each (1) employee, plus spaces required for each accessory use, such as a course restaurant or bar.
	9) Fraternity or sorority	One (1) for each five (5) permitted active members, or one (1) for each two (2) beds, whichever is greater.
	10) Stadium, sports arena, or similar place of outdoor assembly	One (1) for each three (3) seats or six (6) feet of benches.
	11) Theaters and auditoriums	One (1) for each three (3) seats, plus one (1) for each two (2) employees.
	12) Nursery school, day nurseries or child-care centers Group Care with more than six (6) persons under care	One (1) for each three hundred and fifty (350) square feet of usable floor area
	13) Orphanage	One (1) per employee and one (1) per four (4) beds
	14) Beaches, parks and other outdoor municipal recreation areas	As established by City Parks Director based on the size, accessibility and facilities available
	15) Bus, taxicab and other transit terminals	Five (5) spaces plus one (1) space for each one hundred (100) square feet of waiting area
	16) Government buildings	One (1) space for each two hundred fifty (200) (250) square feet of gross floor area used by the public and one (1) space for each six

		hundred (600) square feet of gross floor area not used by the public, unless the City Manager determines more is needed
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	17) Community centers	One (1) space per two hundred fifty (200) (250) square feet of gross floor area
	18) Utility (gas, electric, telephone, communication towers, etc.), including generating plants	One (1) space per employee, plus one (1) space per vehicle stored outside
c.	Business and Commercial	
	1) Planned commercial or shopping center	One (1) for each one hundred (100) two hundred and fifty (250) square feet of usable floor area.
	2) Auto wash (automatic)	One (1) for each one (1) employee. In addition, reserved parking spaces equal in number to five (5) times the maximum capacity of the auto wash. Maximum capacity of the auto wash shall mean the greatest number of automobiles possible undergoing some phase of washing at the same time, which shall be determined by dividing the length in feet of each wash line by twenty (20).
	3) Auto wash (self-service or coin operated)	Five (5) Three (3) for each washing stall in addition to the stall itself.
	4) Automatic Teller Machine (ATM) (free standing, not applicable when associated with another use)	Two (2) spaces per machine
	5) Beauty parlor Hair salon, day spa or barber shop	Three (3) spaces for each of the first two (2) beauty or barber chairs, and one-half (1/2) space for each additional chair. Two (2) for each chair or work station.
	6) Boat launching ramps	Twenty-five (25) spaces per ramp.
	7) Marinas	One and one-half (1-1/2) spaces per boat mooring slip.
	8) Bowling alleys	Five (5) for each one (1) bowling lane, plus accessory uses.

	9) Dance halls, pool or billiard parlors, roller or ice skating rinks, exhibition halls, and assembly halls without fixed seats	One (1) for each two (2) persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
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	10) Restaurant or establishment for sale and consumption of beverages, food or refreshments on the premises including drive-in	One (1) for each seventy-five (75) square feet of usable floor area or one (1) for each two (2) persons allowed within the maximum occupancy load as established by the local, fire marshal; plus at least four (4) spaces between the take-out window and the road for any drive-through restaurant.
	11) Furniture, antique, appliance, household equipment, repair shops, showroom of a plumber, decorator, electrician or similar trade, shoe repair and other similar uses (including resale shops but not flea markets)	One (1) for each eight hundred (800) square feet of usable floor area. (For that floor area used in processing, one (1) additional space shall be provided for each two (2) persons employed therein.)
	12) Gasoline and other fuel service station (see convenience store, if it is a multiple use)	Two (2) for each lubrication stall, rack or pit; and one (1) for each fuel pump.
	13) Laundromats and coin operated dry cleaners	One (1) for each two (2) washing and/or dry-cleaning machines.
	14) Miniature or "par-3" golf courses	Two (2) for each one (1) hole plus one (1) for each one (1) employee
	15) Mortuary establishments	One (1) for each fifty (50) square feet of usable floor area.
	16) Motel, hotel or other commercial lodging establishments	One (1) for each one (1) occupancy unit plus one (1) for each one (1) employee.
	17) Bed & breakfast.	One (1) for each sleeping room plus two (2) for permanent residents

	18) Motor vehicle sales and service establishments	One (1) for each two hundred (200) square feet of usable floor area of sales room and one (1) for each one (1) auto service stall in the service room.
	19) Retail stores with less than 60,000 square feet	One (1) for each one hundred two hundred and fifty (250) square feet of usable floor area.

	20) Retail stores with greater than 60,000 square feet	One (1) space for each 250 square feet of floor area up to 50,000 square feet; One (1) additional space for every 275 square feet for floor area over 50,000 but less than 450,000 square feet; One (1) space per every 300 square feet of floor space over 450,000 square feet.
	21) Carry-out food or walk-up establishment including bakeries, ice cream shops and delicatessens	One (1) for each employee, plus five if carry-out only, or if all seating is exterior only.
d.		
	1) Banks	One (1) for each one hundred two hundred and fifty (250) square feet of usable floor area.
	2) Business offices or professional offices, except as indicated in the following item (3)	One (1) for each two hundred and fifty (200) (250) square feet of usable floor area.
	3) Professional offices of doctors, dentists, or similar professions (including clinics)	One (1) for each fifty (50) one hundred (100) square feet of usable floor area in waiting rooms, and one (1) for each examining room, dental chair, or similar use area.
	4) Other Commercial Recreation	
	a) Boat, canoe, jet ski and bicycle rental	Five (5) spaces per employee where it is the principal use; where it is an accessory use, parking may be waived partially or wholly at the discretion of the Zoning Administrator.
	b) Bingo parlor	One (1) space for each three (3) seats or one (1) per one hundred (100) square feet of usable floor area, whichever is greater.
	c) Campground	Two (2) dust free 10'x30' sites for every campsite.

	d) Club or lodge	One (1) space for every three (3) persons allowed within the maximum occupancy load as established by local, county, or state fire, building or health codes.
	e) Dance schools	One (1) space for each one hundred (100) square feet of dance floor area, plus one space for each six hundred (600) square feet of gross floor area.
	f) Golf driving range	One (1) space for each tee, plus one (1) space for each employee on the largest work shift.
	g) Health or fitness club, or martial arts schools	One (1) space for each two hundred (200) square feet of usable floor area, plus one (1) space for each employee.
	h) Indoor racquet courts	Three (3) spaces per court, plus one (1) space per employee on the largest shift, plus spaces for any other principal or accessory uses.
	i) Indoor soccer facility	Fifty (50) spaces for every playing field, plus one (1) space for every three(3) seats of spectator seating (one seat equals two feet of bench length), plus two (2) spaces for every three (3) employees on the maximum shift, but in no case less than one-hundred (100) spaces.
	j) Racetrack	One (1) space for every four (4) seats; one seat is equal to two (2) feet of bench length.
	k) Rifle and archery range	A minimum of five (5) spaces plus one (1) space per target area
	l) Racquet sports	Three (3)spaces, plus three (3) spaces per court or one (1) per three (3) spectator seats, whichever is greater.
	m) Theme park, scenic, area, amusement ride, water slide, go cart track and similar uses	Two (2) spaces per three (3) seats on amusement rides or twenty (20) spaces per ride or attraction with no specific or defined seating.
	n) Video or pinball arcade	One (1) space per game, provided that where such games are an accessory use, one (1) space is required for each game above four (4) games.
	5) Commercial kennel	One (1) space per four hundred (400) square feet of gross floor area, but no fewer than four (4) spaces.
	6) Business, vocational or trade schools	One (1) space per one hundred (100) square feet of gross building area.
	7) Music and voice schools	One (1) space per three (3) students at any one (1) time.
	8) Catering service	One (1) space per two hundred (200) square feet of gross floor area plus one (1) per employee in the largest shift.

	9) Garden center, greenhouse	One (1) space for each two three (300) hundred (with retail sales) (200) square feet of interior floor area plus one (1) space for each two thousand (2000) square feet of exterior sales area.
	10) Open air business	One (1) space per three thousand (3000) square feet of exterior sales area, except for open air flea markets
	11) Office supply, factory and mill supplies, and related activities	One (1) space for each four hundred (400) square feet of gross floor area which require one (1) space for each three hundred (300) square feet of exterior sales area.
	62) Medical and dental establishments	One (1) per two hundred (200) square feet of gross floor area plus one (1) per employee.
	73) Mini-warehouse (self-storage facilities)	One (1) space per one hundred (100) square feet of gross floor area plus one (1) space per employee (1) space for each four hundred (400) square feet of service area.
	14) Parcel delivery station	One (1) space per employee on largest shift and one (1) space per four hundred (400) square feet of gross floor area.
	15) Convenience store	Five (5) spaces One (1) space for every 250 feet of usable floor area for each one thousand (1000) square feet of gross floor area.
e.	Industrial and Manufacturing Establishments	
	1) Industrial or research establishments, and related accessory offices	Five (5), plus one (1) for every one and one-half (1-1/2) employees in the largest working shift. Space on site shall also be provided for all construction workers during periods of plant construction.
	2) Warehouses and wholesale establishments and related accessory offices	Five (5), plus one (1) for every one (1) employee in the largest working shift, or one for every seventeen hundred (1,700) square feet of usable floor area, whichever is greater.
	3) Adult entertainment	One (1) space per patron based on occupancy load as established by local, county, and state fire, building, or health codes, whichever is greater, plus one space per employee on the largest working shift.
	4) Auto body/paint shop	One (1) space per each service bay and one (1) per employee.
	5) Incinerators	One (1) per employee plus one (1) per each simultaneous truck
	8) Contract construction uses	One (1) space per employee plus one (1) space per company vehicle

f.	Planned Developments	Unit	Parking standards shall be established by the Planning Commission after receiving the recommendation of the Zoning Administrator based on the mix of proposed uses compared to the standards for those, or the most similar uses in this schedule.
g.	Accessory and Incidental Uses	and	One (1) space per employee using or located in an accessory building or other incidental area shall be provided for all accessory or incidental uses in addition to parking required for all principal uses on a property.
h.	Riverfront Parking		
			1) No parking area shall be required to be provided on-site for a water based business downstream of the Dyckman Avenue Bridge over the Black River.
			2) Upstream of the Dyckman Avenue Bridge, including waterfront property around the Celery Pond, no ship, boat, barge or vessel shall load or unload passengers at a marine terminal unless there shall be at least one (1) parking space for each three (3) seats, and one (1) parking space for each employee.
			3) Parking for other non-water based businesses on the Riverfront shall conform to the standards for that use as specified in this Article or elsewhere in this Ordinance.

Section 1801. OFF-STREET PARKING SPACE LAYOUT, STANDARDS, CONSTRUCTION AND MAINTENANCE

Whenever the off-street parking requirements in Section 1800 above require the building of an off-street parking facility, such off-street parking lots shall be laid out, constructed and maintained in accordance with the following standards and regulations:

1. No parking lot shall be constructed unless and until a permit therefore is issued by the Zoning Administrator. Applications for a permit shall be submitted to the Zoning Administrator on a form provided for that purpose and shall be accompanied with two (2) sets of site plans for the development and construction of the parking lot showing that the provisions of this section will be fully complied with.
2. Plans for the layout of off-street parking facilities shall be in accord with the following minimum requirements (see Figure 18-1):

Parking (degrees)	Aisle Width	Parking Space Width	Parking Space Length Tier Width	Total Width of One Tier of Spaces Plus	Total Width of Two Tiers of Spaces Plus
0 parallel	12' (one way)	8'	23' 22'	20'	28'
30 to 45	12' (one way)	8'-6" 9'	20' 18'	32' 30'	52' 48'
45 46 to 59	15' 14' (one way)	8'-6" 9'	20'	36' 34'	58' 54'
60 to 74	16' (one way)	8'-6" 9'	20' 22'	36' 38'	60'

75 to 90	24' (two ways)	9'	20'	44'	64'
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Boat Launching Areas:					
30 to 53	20' (one way)	10'	45' 32'	60' 52'	100' 84'
54 to 74 45	25' (one way)	10'	45' 39'	70' 64'	115' 103'
75 to 90 60	45' 30 (one way)	10'	45' 44'	90' 74'	135' 118'

3. All spaces shall be provided adequate access by means of maneuvering lanes (listed as Aisle Width on Figure 18-1). Backing directly onto a street or alley shall be prohibited.
4. Adequate ingress and egress to a parking lot by means of clearly limited and defined drives shall be provided for all vehicles. (See Section 1716 for access standards.)

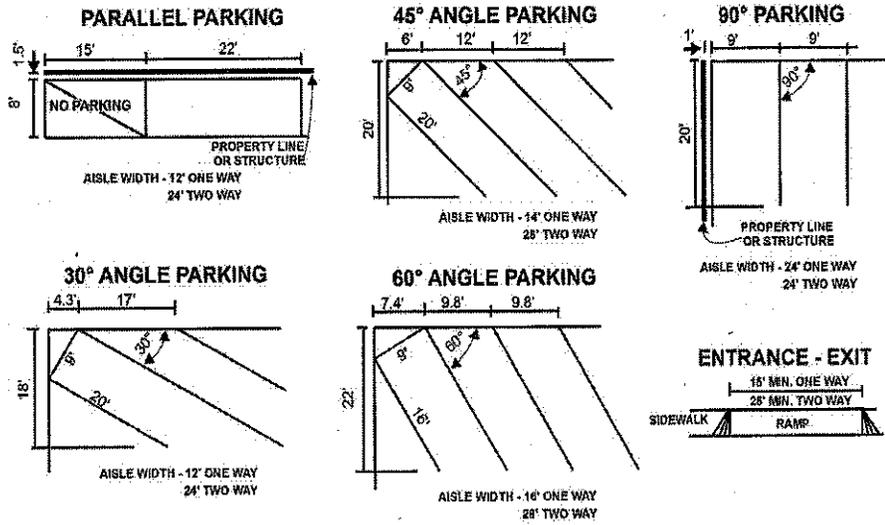
Ingress and egress to a parking lot lying in an area zoned for other than single-family residential use shall not be across land zoned for single-family residential use.

5. All aisle widths shall permit one-way traffic movement, except that the 90 degree pattern may permit **requires** two-way movement. Two-way movement widths for other patterns are illustrated on Figure 18-1.
6. Each entrance and exit to and from any off-street parking lot located in an area zoned for other than single-family residential use shall be at least twenty-five (25') feet distant from adjacent property located in any single-family residential district.
7. ~~The off-street parking area shall be provided with a continuous and obscuring wall not less than five feet zero inches (5' 0") in height measured from the surface of the parking area. This wall shall be provided on all sides where the next zoning district is designated as a Residential District. See Section 1713 and 1714 on Walls and Fences respectively.~~

When a front yard setback is required, all land between said wall and the front property line or street right-of-way line shall be kept free from refuse and debris and shall be landscaped with deciduous shrubs, evergreen material, and ornamental trees per the requirements of Section 1709. The ground shall be planted and kept in lawn. All such landscaping and planting shall be maintained in a healthy, growing condition, and neat and orderly in appearance.

8. The entire parking area, including parking spaces and aisle widths required under this Section, shall be provided with asphalt, concrete or grass paver (or the equivalent) surfacing or as otherwise permitted in this Section in accordance with specifications approved by the City Engineer. The use of recycled products will be encouraged.
 - a. Boat storage yards may either be asphaltic, concrete, grassphalt, or crushed stone/gravel whichever, in the discretion of the City Engineer, is likely to reasonably result in a surface that poses few if any nuisances for adjacent homes and businesses.
 - b. All parking stalls and pavement shall be striped, marked or otherwise delineated, using the same pattern as shown on the approved site plan. The outside edge of the parking area shall be delineated in a way to deter drivers from driving on non-paved areas.
 - c. Off-street parking areas shall be drained so as to dispose of all surface water accumulated in the parking area in such a way as to preclude drainage of water onto adjacent property or toward buildings. Drainage Plans are to be approved by the City Engineer.

- d. Pervious paving of required parking areas is encouraged. Examples of pervious paving include pervious asphalt, brick or concrete pavers set in an aggregate base, grass paver or the equivalent.
9. All lighting used to illuminate any off-street parking area shall be so installed as to be confined within and directed onto the parking area only. See standards in Section 1710.
 10. In all cases where a wall extends to an alley which is a means of ingress and egress to an off-street parking area, it shall be permissible to end the wall not more than ten (10') feet from such alley line in order to permit a wider means of access to the parking area.
 11. The Planning Commission, upon application by the property owner of the off-street parking area, may waive the yard or wall requirements where, in unusual circumstances, no good purpose would be served by compliance with the requirements of this Section.
 12. Any extra spaces provided for small cars and/or motorcycles, shall be marked for use only by those vehicles.
 13. Barriers shall be erected on all parking lots and designed and located to prevent parked vehicles from extending beyond parking lines of parking areas.
 14. Design Standards for Parking Structures
 - a. In all districts, above grade parking structures shall conform to height restrictions for zoning districts in which they are located.
 - b. The distance from parking structure entry and exit points to a corner of a street intersection shall conform to standards in Section 1712 and 1716.
 - c. Ramps shall not be constructed with slopes exceeding ten percent (10%) and single lane entrances shall not be less than twelve (12) feet wide at the street.
 - d. A minimum of one car length shall be provided between an exit control gate and the inside edge of a sidewalk. ~~to minimize conflicts between exiting cars and pedestrians.~~
 - e. Parking structure facades shall be left fifty percent (50%) open and interior light levels shall be maintained at ten (10) foot candles minimum, to enhance security and safety. All parking structure lighting shall be designed so as not to reflect or shine on adjacent properties.
 - f. Full enclosure of any level of a parking structure may be permitted only if such structure is fully sprinkled and mechanically ventilated.
 15. Barrier free parking spaces shall be provided in the required number and size as specified in the current version of the "Americans With Disabilities Act and the Architectural Barriers Act Accessibility Guidelines" published by the United States Access Board.



SECTION 1802. OFF-STREET LOADING AND UNLOADING

On the same premises with every building, structure, or part thereof involving the receipt or distribution of vehicles or materials or merchandise, there shall be provided and maintained, on the lot, adequate space for standing, loading and unloading in order to avoid undue interference with public use of dedicated right-of-way. Such space shall be provided as follows:

1. All spaces shall be provided as regulated in the Zoning District, except as hereinafter provided for industrial districts and fuel trucks at gasoline stations.
2. Within an industrial district, all spaces shall be laid out in the dimension of at least ten by fifty (10' x 50') feet, or five hundred (500) square feet in area, with a clearance of at least fourteen (14') feet in height. Loading dock approaches shall be provided with a pavement having an asphaltic or Portland cement binder so as to provide a permanent, durable and dustless surface. All spaces in I-1 and I-2 Districts shall be provided in the following ratio of spaces to floor area:

Gross Floor Area (in square feet)	Loading and Unloading Space Required
0 to 1,400	None
1,401 to 20,000	One (1) space
20,001 to 100,000	One (1) space, plus one (1) space for each twenty thousand (20,000) square feet in excess of twenty thousand and one (20,001) square feet
100,001 and over	Five (5) spaces

3. All loading and unloading in an industrial district shall be provided off-street in the rear yard or interior side yard and shall, in no instance, be permitted in a front yard. In those instances where exterior side yards have a common relationship with an industrial district across a public thoroughfare, loading and unloading may take place in said exterior side yard when the setback is equal to at least fifty (50') feet. **Loading and unloading spaces shall be designed to accommodate forward movement only.**
4. All gasoline stations shall provide sufficient space for loading and unloading of gasoline and other fuels that fuel trucks do not block ingress and egress from the property, or block space reserved for auto parking.

SECTION 1803. RESERVED

(Amended 6/18/07, Ord. # 955)

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on December 3, 2015.

Date: December 4, 2015



Marsha Ransom, Recording Secretary

7. a. Other Business – Site Plan Review for 800 St. Joseph Street.

Anderson responded to Chair Paull's question regarding the document that has been prepared outlining all restrictions of the moratorium, including an affidavit signed by the owner, notarized by the register of deeds and filed with the city.

Motion by Gruber, second by Stimson to open the public hearing.

All in favor. Motion carried.

Paull asked if there was anyone to address this issue.

Matthew O'Sullivan, Builder: Spoke about the reasons for this home to be approved for construction.

Elaine Herbert, 140 North Shore Drive: Welcomed this family and their big house. Spoke about liking big houses, building her big house and focusing on site plan review by working within the zoning ordinance.

Motion by Miles, second by Gruber to close the public hearing.

All in favor. Motion carried.

Gruber: Spoke of his hope that Matt O'Sullivan gets the opportunity to build more houses in the future, even a large enough house to provide more parking spaces. These are providing a lot more than 2.

Paull said procedurally since this house is exempted from normal procedure becs of the moratorium. We are making a decision, not a recommendation.

Motion by Stimson, second by Frost to accept and approve the site plan rev for new house at 800 St. Joseph.

All carried.

1. New Business – Public Hearing on Proposed Zoning Ordinance Amendments

Paull introduced the background regarding these amendments and asked Anderson to review the summary.

Anderson stated these amendments were started four (4) years ago and this summary represents about half of the ordinance. When you deliberate tonight you do not have to do this as one complete document, nor do you have to go through each item individually one at a time, you can group them, there are a number of options.

ARTICLE II – Definitions Anderson noted that several definitions were added along with some Zoning Board of Appeal (ZBA) interpretations and that the city attorney, during the course of litigation, wrote up some definitions for us. Anderson reviewed some of the definitions, including Access, Building height and Open Air business.

Anderson explained that the new height definition pertains mostly to mansard and flat roofs. The accompanying illustration was changed, too. This was changed to change the way mansard and flat roofs are measured.

ARTICLE IV - Single Family Residential section lot width and depth were added for flag lots, which are narrow at the front and widen in the back. Previously, flag lots were defined in the Zoning Ordinance but there were no regulations for them.

ARTICLE VI - Central Business District use list was streamlined. This allows a little more flexibility as new uses arise. Anderson noted this change takes bulk out of the ordinance but provides the same care with what is allowed in each district.

ARTICLE VII - Neighborhood Business (B-1) New commercial building size limits reflect the zoning ordinances call for businesses in this zone to be on a neighborhood scale. As with the CBD, the B-1 use list was shortened and like was lumped with like. Some of the businesses remain in a separate category include home businesses, ATMS, recreation centers, convenience stores not larger than 3000 square feet and dwellings above permitted commercial uses.

ARTICLE VIII - General Business (B-2) Slightly larger businesses are permitted than in the neighborhood business zone, such as personal service businesses and retail businesses up to 5,000 square feet.

ARTICLE IX - Waterfront Business (B-3) Due to recent review and changes to this category, no other changes were made to this section.

ARTICLE X - Major Thoroughfare Businesses (B-4) Deleted adult entertainment businesses from this zone. We have to leave room for adult entertainment businesses, but by allowing them in B-4 we are opening the door to a business near Walmart, Meijers and other family businesses, and don't feel that is a good place for adult entertainment businesses.

ARTICLE XI - Light Industrial (I-1) and Industrial (I-2) Adult entertainment facilities have been added to the permitted use lists in these zones.

ARTICLE XII - Professional business (PB-1) Since this zone is home to some medical and dental offices, pharmacies and medical supply stores have been added to the zone use list.

ARTICLE XIV - Site Plan Review Submittal requirements have been reduced when electronic copies are available. The planning commission or zoning administrator will now be permitted to require traffic studies for new projects. Costs of such studies are the responsibility of the applicant, not the city.

ARTICLE XVIII - Parking and Loading Spaces The Planning Commission may allow some parking area set aside as green space when the applicant can show that the required number of spaces is excessive. The Meijer site plan review brought this up; they could provide us evidence that they did not need that much parking. Meijer did get a variance; it might have been better to put the extra space into green space, if needed later, it would be available, but in the meantime would provide more green space.

Retail and commercial parking requirement has been reduced from one space for every 150 square feet of usable floor space to one space for every 250 feet of usable floor area. The amount of parking recommended now is on line with other communities.

Parking space dimensions amended per the city engineer. He designed new graphics to replace the old.

Also under parking we had one change and there will be more in the future. The ordinance requirement for a residential single family and two family homes has added text requiring two parking spaces for each unit with four (4) or less bedrooms for single family residences with five (5) or more bedrooms, one (1) additional space is required for each additional bedroom.

Also included is a requirement for area of residential off-street parking for more than (4) vehicles to be located on a pervious surface other than gravel.

Anderson noted that the half story reference has been deleted from all residential zones. This has been a problem for a long time; the definition was such that it easily turned into a third story. Going without the third story and requiring a height limit of thirty-five feet (35') is much cleaner and easier and brings down the mass of such structures.

Anderson pointed out that this is about half of the ordinance; we are focusing now so much on the rental ordinance, we wanted to move this forward.

Stimson noted that some comments come in after this was posted to the website; one was that it might be better if adult entertainment be limited to the I-2 zone, which is more heavy duty opposed to light and because of the location of that zone in the city. Stimson would like to propose that be added.

Anderson responded that there is sense to that suggestion and pointed out that the light industrial (I-1) is at all of the interchanges and the three (3) major entrances to the city while the I-2 zone is down in the industrial parks.

Heinig questioned definition for flag lot to which Anderson responded that there was an illustration but no definition; flag lots should be defined.

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

All in favor. Motion carried.

Dorothy Appleyard, 806 Wilson Street. The building heights in residential zones are thirty-five feet (35') to the peak and thirty feet (30') for mansard or flat roof. Spoke about the Issue she has is seeing of builders being creative and coming forward with an almost flat little peak. Asked if something can be added to define pitch so that possibility could be eliminated.

Paull asked for clarification of the possibility being referred to and Appleyard explained.

Appleyard: Requested considering expanding setbacks for accessory uses from three feet (3') to six (6') whenever possible particularly in confined building lots where neighbors may also have three foot (3') setbacks for accessory structures already in

place. Spoke about concerns that the additional parking spaces required for additional bedrooms in residential zones could result in a parking lot. Spoke about the need for language providing buffering for noise and lights. Requested that pools be considered in total lot coverage. Questioned recreation in residential zones but as time was up will address that later.

Mary Lynn Bugge, Gabriel Drive: Spoke of being on the Planning Commission when some of these amendments were first discussed; that she sent Linda Anderson a list of suggestions. Bugge enumerated a number of those suggestions.

Connie Schaffer , North Shore Drive. Spoke about parking problems with renters, not calling the police, having questions about where renters are parking, beach parking overflowing into neighborhoods and parking for nine hours, parking on both sides of North Shore Drive obstructing two-way traffic and the ability to get out of her driveway.

Paull said part of that problem has to do with a clear understanding of how we communicate this to police and dispatch..

Elaine Herbert. Spoke about having one of the last remaining corners in South Haven that is designated B-1 wanting to know clearly what can and cannot be done that is business in the neighborhood districts, about parking requirements for B-1, and noted that the Zoning Ordinance states that anything that comes in front of the city of South Haven that needs to be built from single family home to R-1 district, no matter what it is, has to go to Planning Commission for site plan review.

Motion by Gruber, second by Heinig to close the public hearing.

All in favor. Motion carried.

Paull noted it is time for the commission to discuss the amendments and enumerated that they can decided to do nothing, to recommend a few amendments to city council for approval or recommend all of the amendments that have been articulated could be to the city council approval. If all were recommended, Paull suggested that the suggestion regarding the adult entertainment in the I-2 would be most appropriate.

Anderson said Mary Lynn gave me some edits and additions, most are housekeeping, things that were bold that should not have been, so could be cleaned up before it goes to City Council. The issue of removing adult entertainment from I-1 should be part of any motion.

Stimson questioned building height and limiting single family houses to two (2) stories. Anderson responded that a third story has been removed from the ordinance. Frost explained that removing it from the ordinance does not mean we can leave it alone; we need to recommend that. Stimson asked if saying two stories does not cover that. Gruber asked could if the amendments could be recommended to city council and discuss that later.

Frost said we heard concern about not adding parking spaces and creating a parking lot. Gruber said we are looking at the current home. Anderson said counting toilets was a better way to determine how many parking spaces are needed. Frost said he thinks

square footage would be a better measure because a house could be designed with eight (8) dens and four (4) bedrooms.

Paull said they are valid thoughts and could and should be dealt with individually.

Stimson said can we send some on and refine some of the questions later. Paull said that would be his feeling but not sure how we want to pull those out.

Gruber said there is a lot of work that has been done in this four (4) years, thinks especially with the height and some other things send it on to City Council, give some direction. The parking one is tough, but is something that would be okay to go forward with.

Motion by Stimson to send the amendments on to City Council for approval in its existing status except for adult entertainment facilities being limited to the I-2 zone, making any other changes we need to make. Second by Miles.

Paull said we have some concerns on Frost's part which need to be corrected as soon as possible.

A roll call vote was taken:

Ayes: Gruber, Heinig, Miles, Stimson, Webb, Paull

Nays: Frost



City of South Haven

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Telephone (269) 637-0700 • Fax (269) 637-5319

REPORT TO: Honorable Mayor and City Council

FROM: Wendy J. Hochstedler, Finance Director

SUBJECT: Fiscal Year 2014-15 Comprehensive Annual Financial Report

MEETING DATE: December 21, 2015

BACKGROUND: The City of South Haven's annual audit has been completed for the fiscal year ended June 30, 2015. Mr. Peter Haefner from the City's independent auditing firm Vredeveld Haefner, LLC will present an overview of the Comprehensive Annual Financial report and respond to any questions the City Council may have. Below is a link to the audit report that is posted on the City's website.

http://www.south-haven.com/pages/finance/pdf/2015_cafr_report.pdf

RECOMMENDATION: If the audit report, as submitted, is satisfactory, the City Council should accept the audit report for Fiscal Year 2014-15 and place it on file in the Finance Department.

ALTERNATIVES: As suggested by the Council

Respectfully submitted,

A handwritten signature in cursive script that reads "Wendy J. Hochstedler".

Wendy J. Hochstedler
Finance Director

CITY OF SOUTH HAVEN

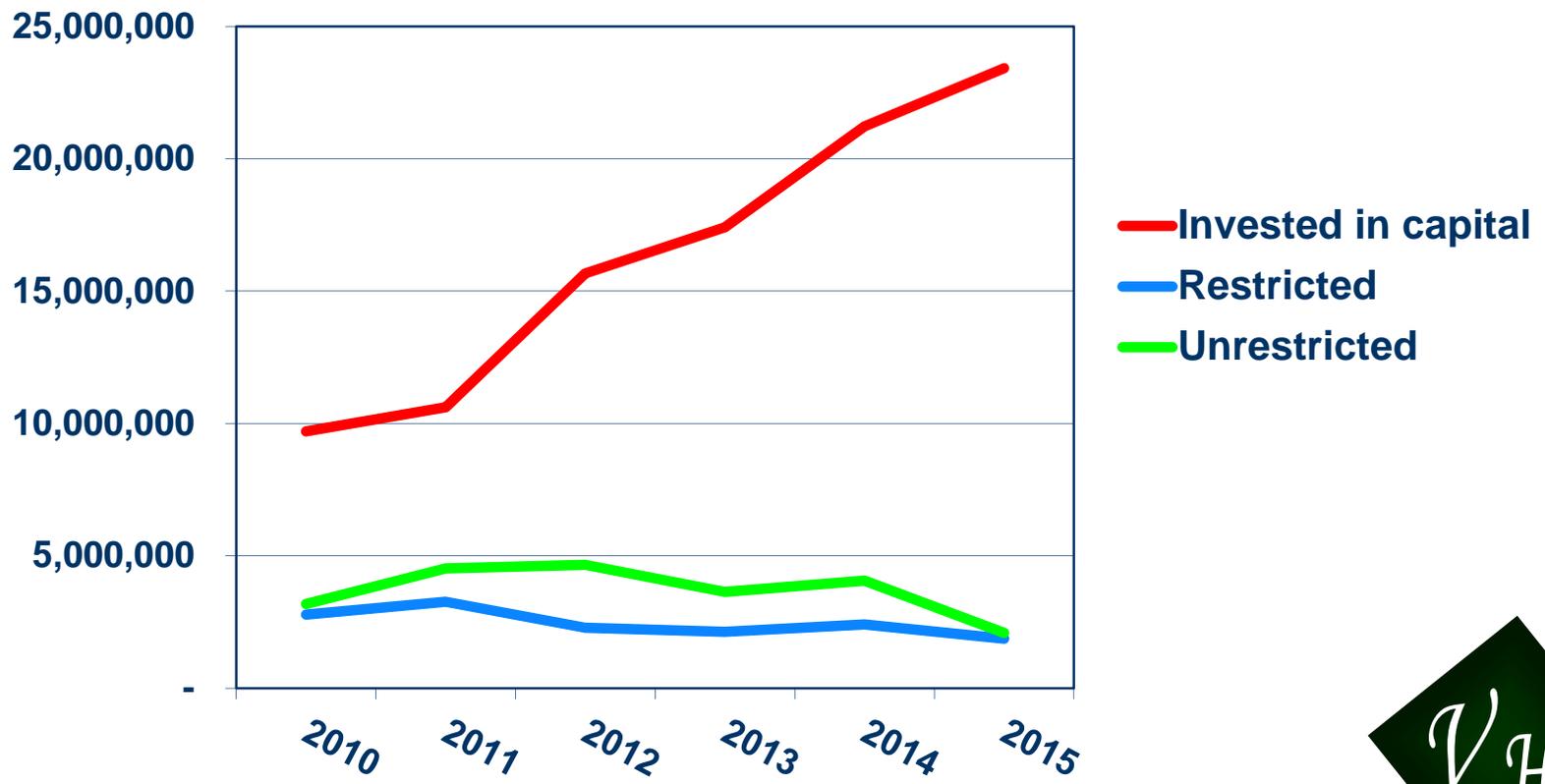
year ended June 30, 2015

Presented by

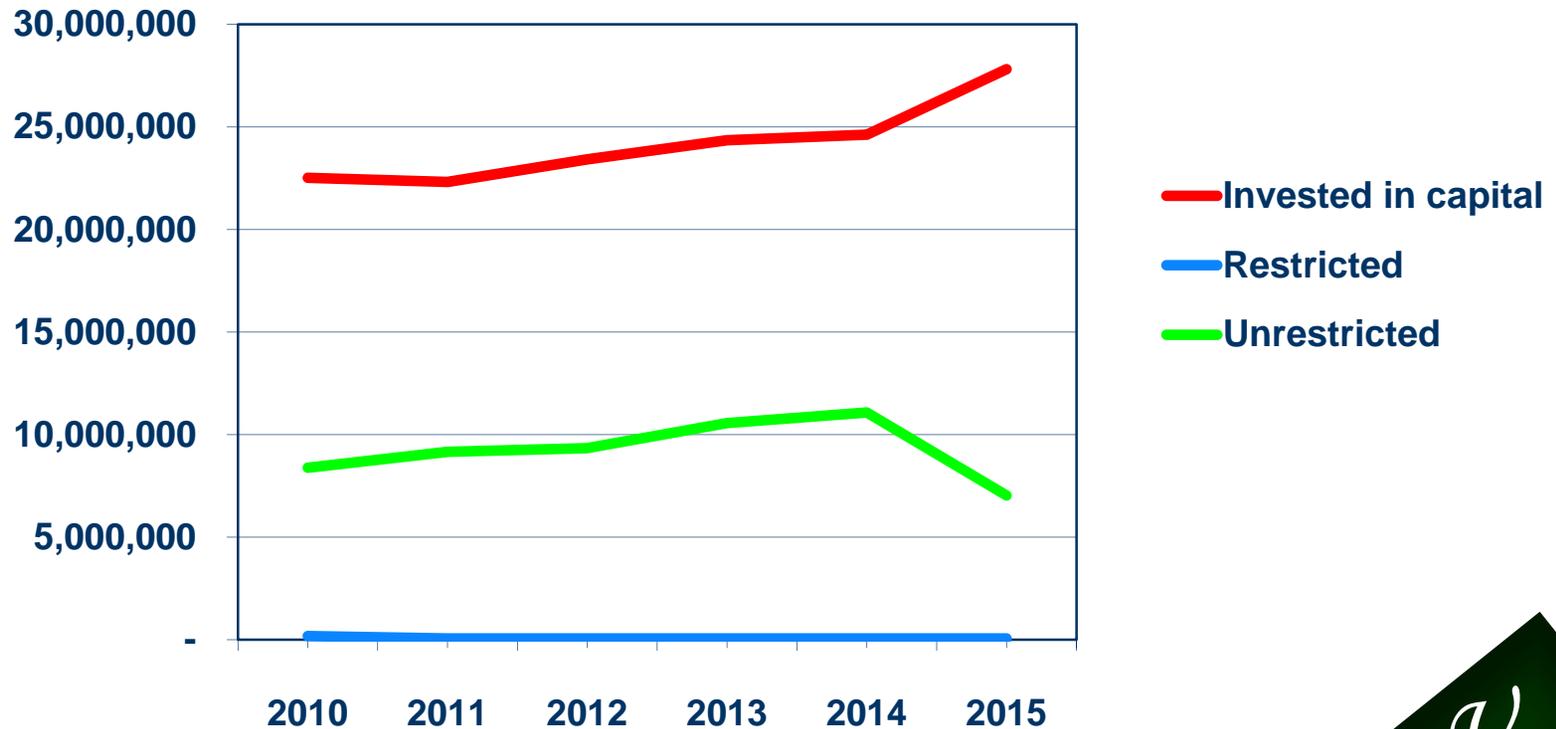
Vredeveld Haefner LLC



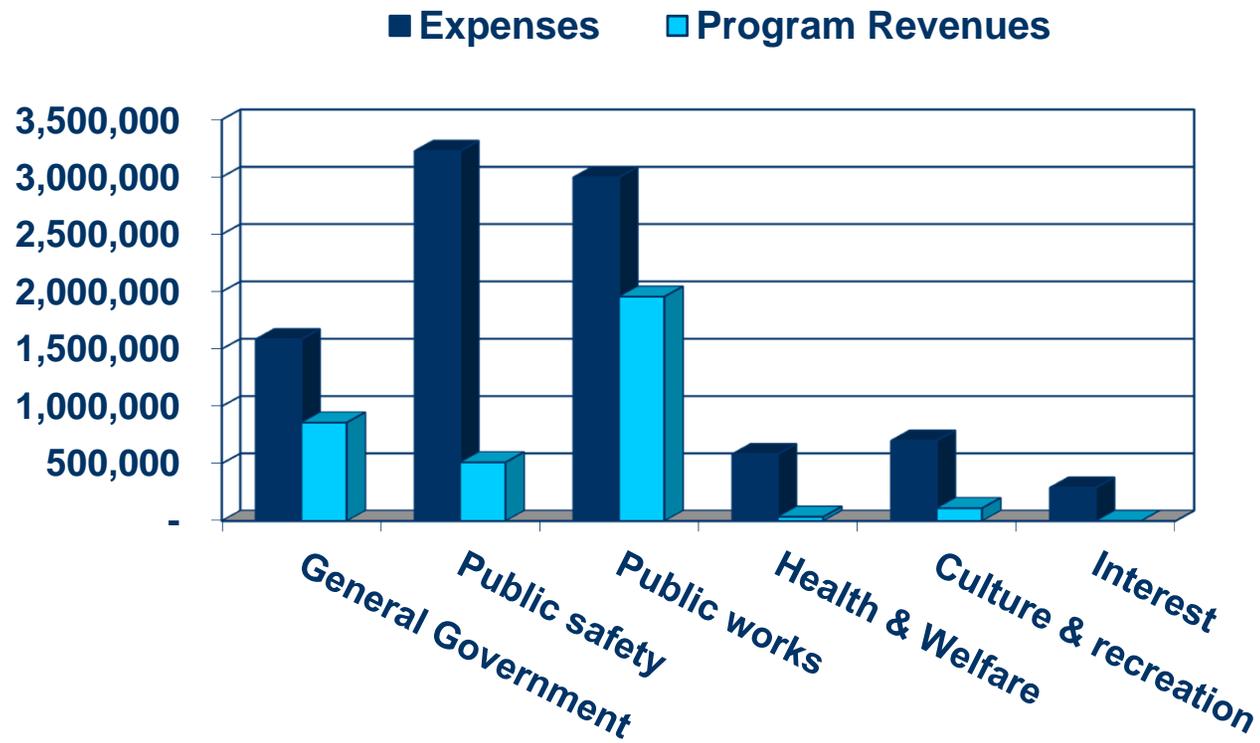
Net position Governmental activities



Net position Business-type activities

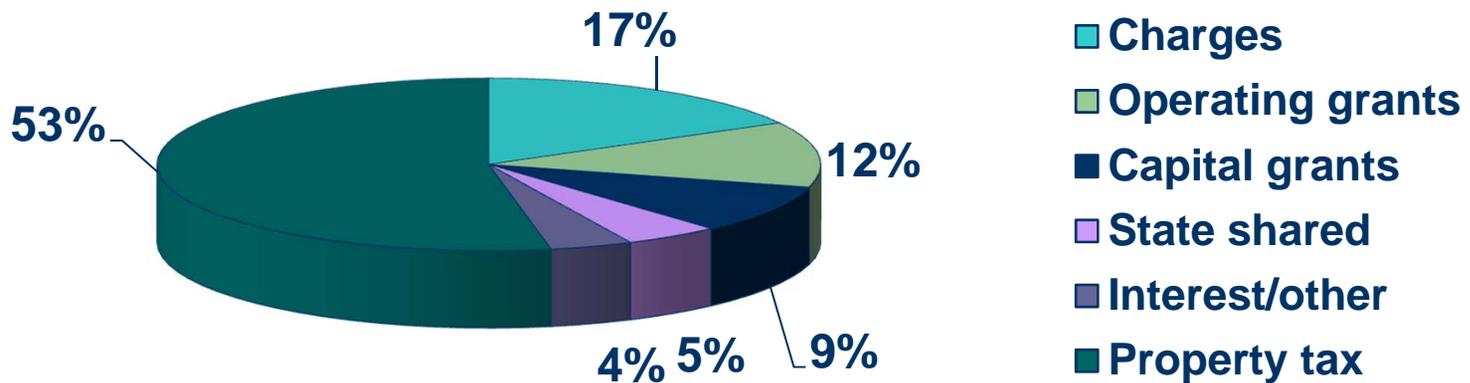


Expenses and program revenues Governmental activities

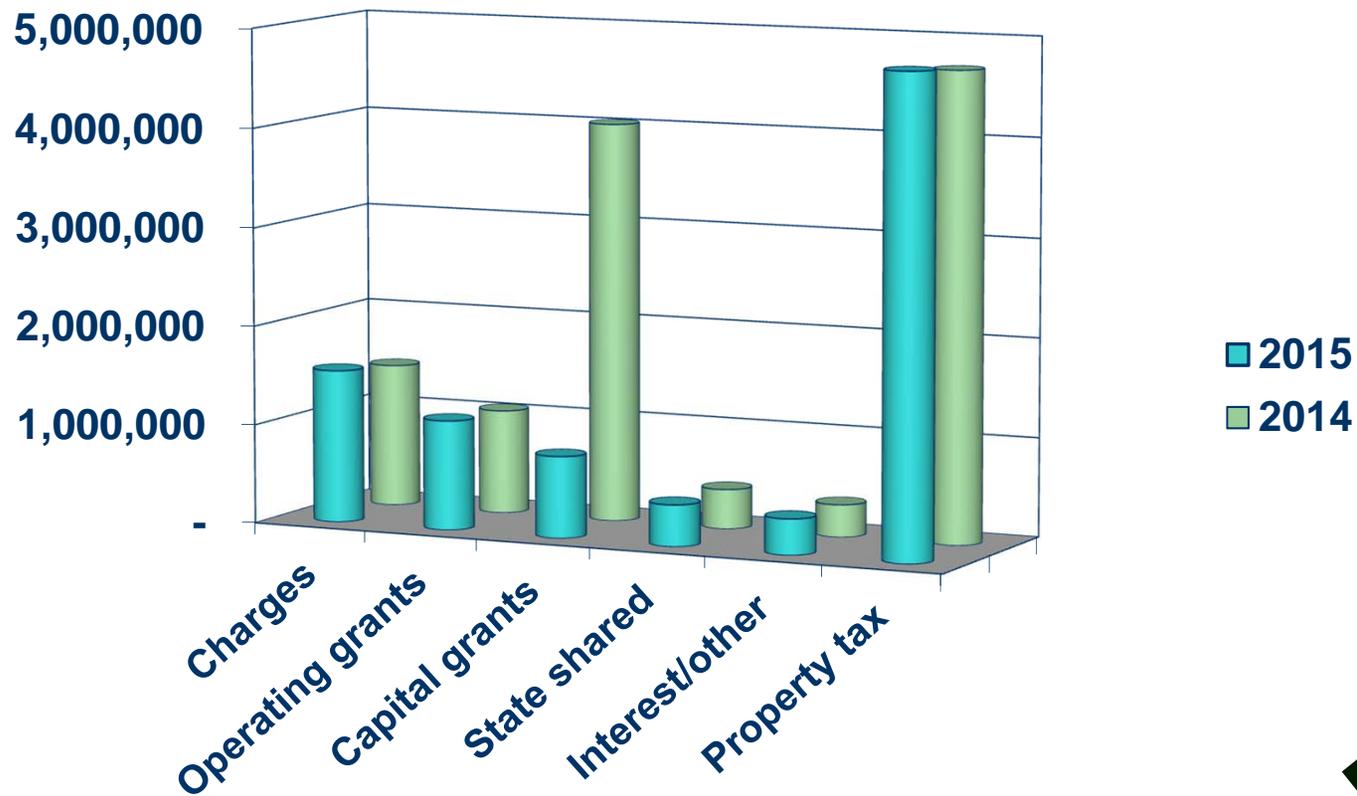


Revenue by type

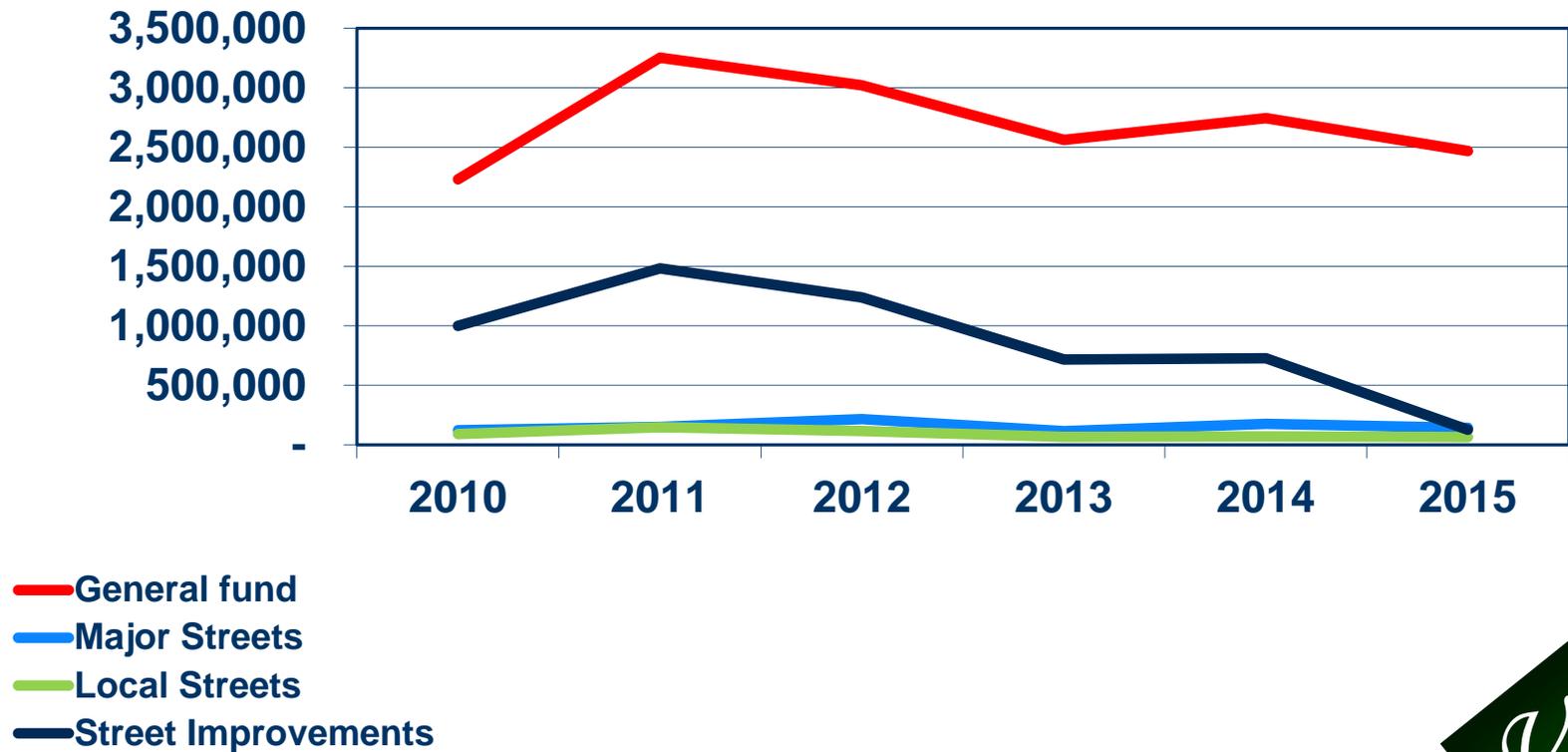
Governmental activities



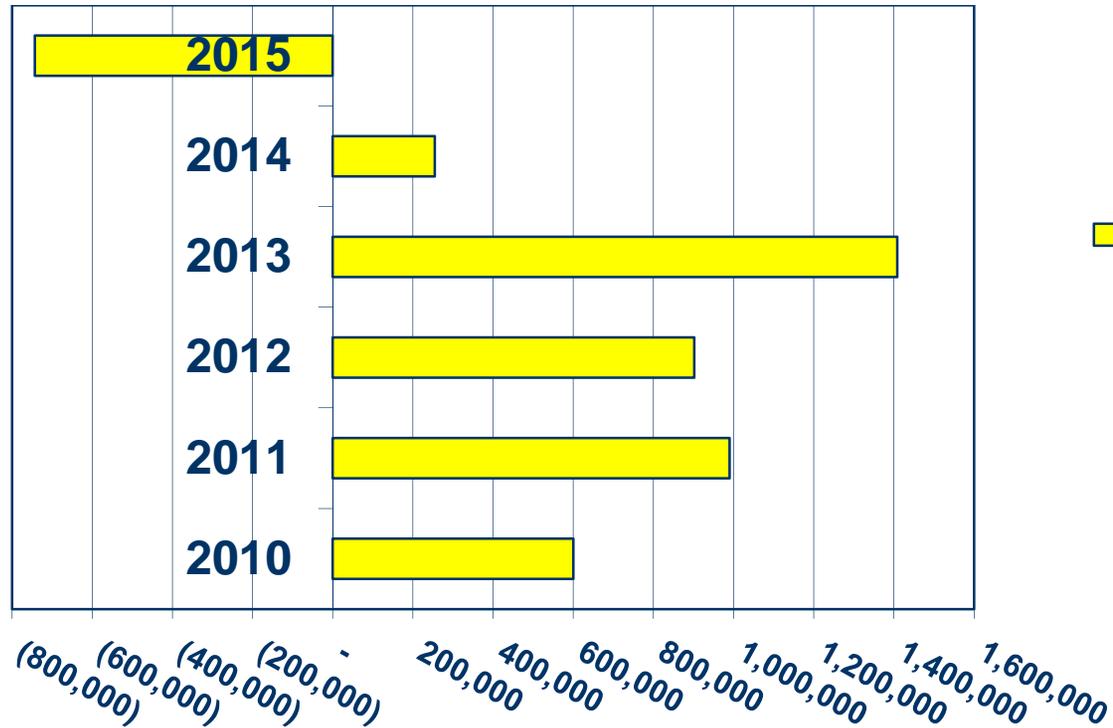
Revenue by type Governmental activities



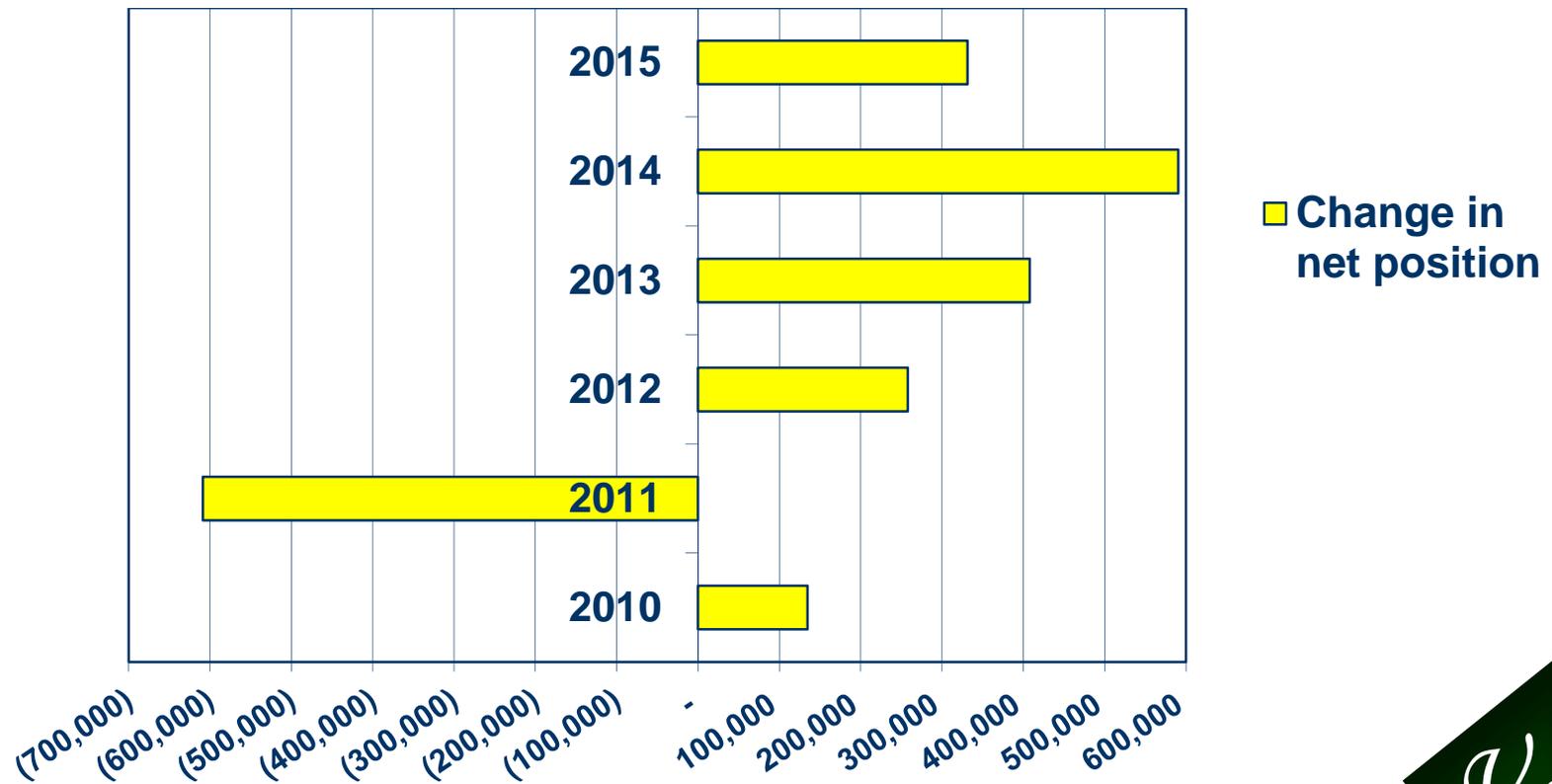
Selected funds fund balance June 30, 2010 through 2015



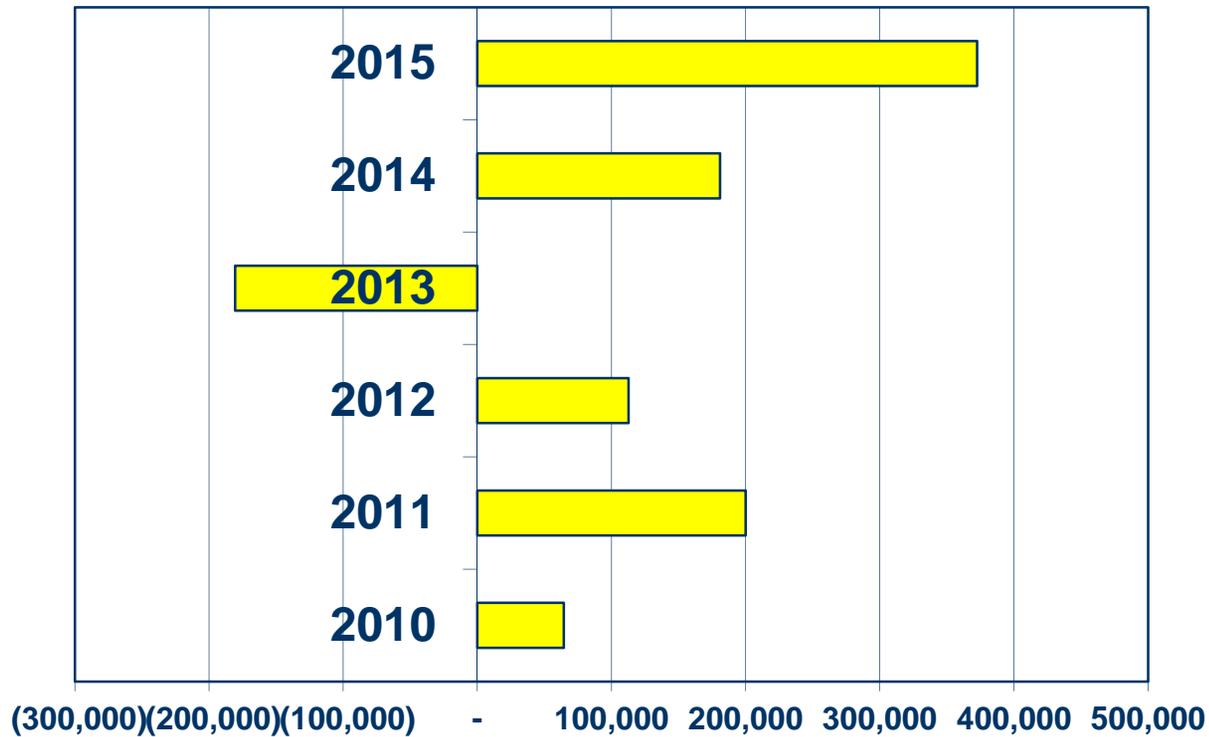
Electric fund changes in net position



Water fund changes in net position



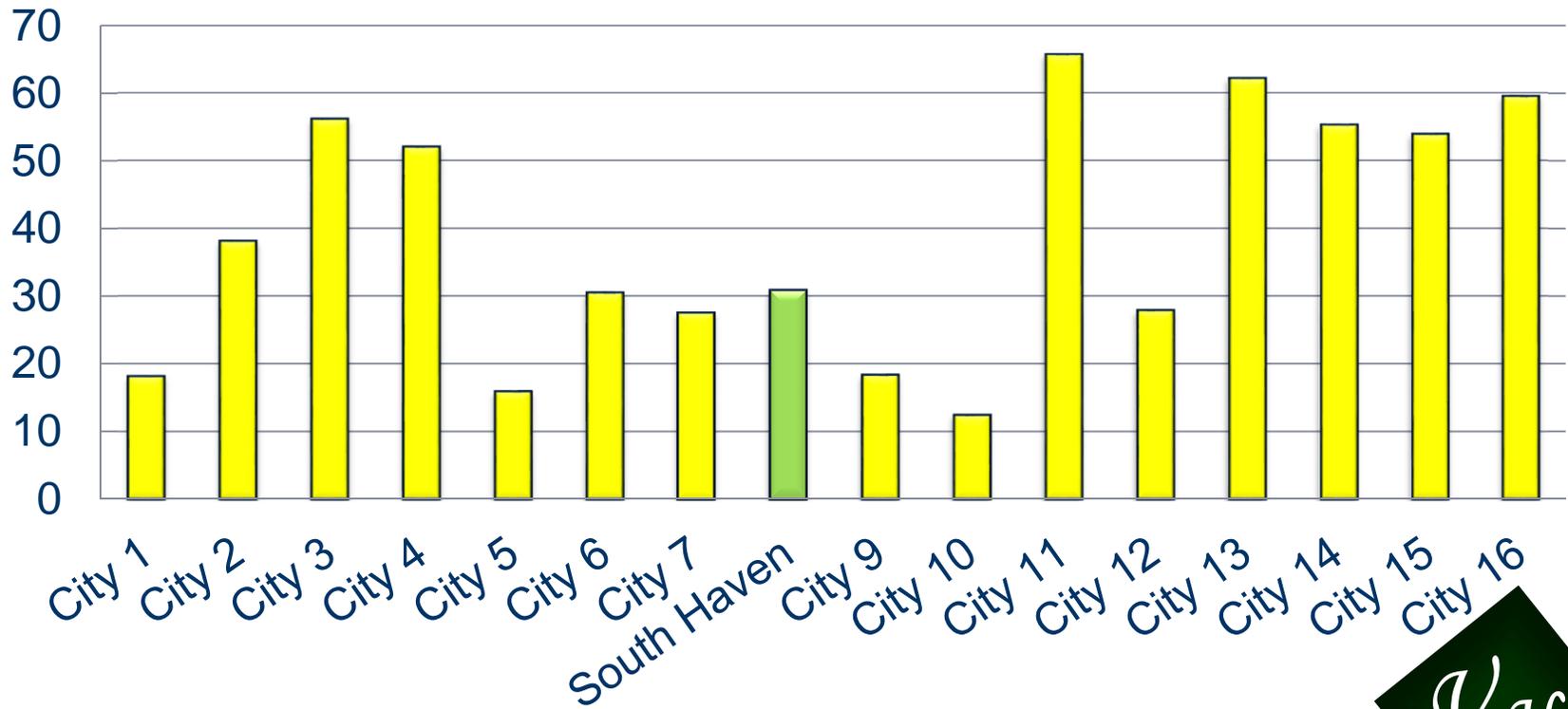
Sewer fund changes in net position



Change in net position



General Fund fund balance as a percent of expenditures and transfers





City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0700 • Fax (269) 637-5319

TO: Brian Dissette, City Manager
Honorable Members of the City Council

FM: Kate Hosier, Deputy City Clerk

Date: December 16, 2015

RE: City Council Meeting Dates for 2016

The City Council meets on the first and third Monday of each Month at 7:00 p.m. at City Hall in the Council Chamber room. However, there are two meeting dates that fall on national holidays:

- Monday, July 4, 2016 – Independence Day
- Monday, September 5, 2016 – Labor Day

It is recommended that those meetings be moved to the first Tuesday immediately following the holiday. The suggested meeting dates are as follows:

- Tuesday, July 5, 2016
- Tuesday, September 6, 2016

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2015-49

A RESOLUTION SETTING MEETING DATES FOR SOUTH HAVEN
CITY COUNCIL FOR THE YEAR 2016

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 December 21, 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 South Haven City Council is scheduled to meet the first and third Monday of each month; and

WHEREAS, the South Haven City Council has two regular meeting dates that fall on a National holiday; and

WHEREAS, the South Haven City Council has meetings scheduled for Monday, July 4, 2016 and Monday, September 5, 2016;

NOW, THEREFORE, BE IT RESOLVED that during 2016, the City Council of the City of South Haven will meet on the first and third Monday of each month except for Monday, July 4, 2016 (Independence Day) and Monday, September 5, 2016 (Labor Day) for which days their regular meeting will be held on Tuesday, July 5, 2016 and Tuesday, September 6, 2016.

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

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 21st day of December, 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, City Clerk



Agenda Item 11

Consideration of Monroe Boulevard Property Purchases

Background Information:

The City Council will be asked to approve Resolution 2015-50, a resolution approving the purchase of properties located at 552, 556, 560, and 568 Monroe Blvd. The total purchase price for the properties is \$800,000. The purchase will be partially funded using Michigan Natural Resources Trust Fund (MNRTF) grant funding. The MNRTF is providing \$245,000 in grant funding.

The City Council is being asked to consider authorization to proceed with purchasing four parcels along Monroe Blvd. The property purchase coincides with the City Council's adopted priorities. The Council's adopted priorities for the past two fiscal years has included a commitment to seeking grant funds to assist with the acquisition of privately owned, undeveloped parcels adjacent to Lake Michigan. The city's application to the MNRTF was tentatively approved by the State of Michigan in July 2013. Over the past two years, the city's staff has actively worked to fulfill the grant requirements of the MNRTF. At this time, staff believes the MNRTF requirements have been satisfied and the city can proceed with the property purchase. It should be noted that the city and property owners have actively worked to address MNRTF requirements. Part of that effort has been the property owners' agreement to lower the overall sale price by \$150,000.

The four privately-owned, undeveloped parcels along Monroe Blvd. are highly valued due to their offering of unobstructed scenic views of Lake Michigan. The City of South Haven is proposing to acquire the four parcels to 1) add land to the park system; 2) ensure preservation of natural resources; and 3) offer an additional recreation opportunity to the public.

The funding request will be \$245,000 from the MNRTF and the city will provide \$555,000 for a total cost of \$800,000.

The source of funds shall be from the city's general fund, capital projects fund, and budget stabilization fund. The city's Finance Department has prepared a corresponding budget adjustment for the purchase.

Recommendation:

The City Council should consider the following actions:

1. The City Council should consider approval of Resolution 2015-50, a resolution approving the purchase of properties located at 552, 556, 560, and 568 Monroe Blvd.
2. The City Council should consider approval of the attached budget adjustment.

Support Material:

City Attorney Correspondence
Resolution 2015-50
DRAFT Budget Adjustment
DRAFT Property Purchase Agreements
Monroe Property Map

December 15, 2015

VIA E-MAIL

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

Re: **Monroe Boulevard Land Acquisition**

Dear Brian:

Enclosed are the final forms of purchase agreements for the acquisition of the properties located at 552, 556, 560 and 568 Monroe Boulevard. Please note a few items with respect to the purchase agreements and the application for the Land Acquisition Grant from the Department of Natural Resources (the "DNR"):

1. **Purchase Price / DNR Grant Match** – The total purchase price for all 4 parcels is \$800,000. Note, however, that the DNR's approved value of the 4 parcels for purposes of the DNR Grant is only \$350,000, as they have discounted the properties' values due to the restrictive easements in favor of the City that current encumber the properties. The DNR Grant will match 70% of this \$350,000 approved value, which equates to \$245,000. The City will be responsible for the remaining \$555,000. The DNR Grant also will cover 70% of incidental closing costs (e.g., title insurance, recording fees and prorated taxes).
2. **Deed Restrictions** – Note that the property owners are requiring that certain restrictions be included in the deeds and recorded against the properties at closing. These restrictions are attached as Exhibit B to the purchase agreements, and generally restrict the City from constructing buildings and other improvements on the properties that would obstruct the view of Lake Michigan from the Sellers' residences across Monroe Boulevard. These restrictions specifically allow paved public sidewalks and/or public recreational trails and dune, bluff and/or bank stabilization improvements, as well as the installation of public benches, tables, trash receptacles and similar facilities.
3. **Closing and DNR Grant Fund Reimbursement** – The Sellers have requested that the closing occurs prior to the end of the year, so we are currently targeting December 30th as the closing date. After closing, the City will need to submit a reimbursement request package to the DNR with copies of the deeds and other closing documents and certain other required information. The DNR has estimated that it will take anywhere from 45 to 60 days after submittal of the reimbursement request package for the City to receive the DNR Grant funds.

If you should have any questions regarding the enclosed purchase agreements or my notes above, please let me know. Thank you.

Very truly yours,



Ryan C. Mitchell

RCM:bak

Enclosures
GRAPIDS 57671-19 391591v1

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN
RESOLUTION NO. 2015-50

A RESOLUTION APPROVING THE PURCHASE OF PROPERTIES
LOCATED AT 552, 556, 560 AND 568 MONROE BOULEVARD

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 December 21, 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 owners of real property commonly known as 552, 556, 560 and 568 Monroe Boulevard (collectively, the "Properties") have offered to sell the Properties to the City; and

WHEREAS, the Properties are undeveloped and offer unobstructed scenic views of Lake Michigan; and

WHEREAS, the acquisition will add land to the City park system, preserve natural resources and offer additional recreational opportunities to the public, and the City Council has determined that purchasing the Property is in the public interest; and

WHEREAS, the City desires to apply for a Land Acquisition Grant under the Michigan Natural Resources Trust Fund (MNRTF) from the Michigan Department of Natural Resources (the "DNR Grant") to reimburse the City for a portion of cost of acquiring the Properties.

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

BE IT FURTHER RESOLVED, that the City Council approves and authorizes the Mayor and Clerk to sign any easement terminations, declarations, and mineral royalty deeds required pursuant to the terms of the DNR Grant in a form acceptable to the City Attorney; 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 Agreements and to obtain the DNR Grant, including signing closing statements and affidavits 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 the 21st day of December, 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, City Clerk

**EXHIBIT A
PURCHASE AGREEMENT**

[See Attached]

GRAPIDS 57671-19 391360v1

CITY OF SOUTH HAVEN
FY 2016
BUDGET ADJUSTMENT

Capital Projects (Fund 401):

Account	Fund	Activity	Description	Rev/Exp	Increase	Decrease	
401-000-543-000	Capital Projects	Revenue	Transfer In-General Fund	Revenue		415,000	
401-000-699-101	Capital Projects	Revenue	Transfer In-General Fund	Revenue	150,000		
					150,000	415,000	(265,000) Net Decrease in Revenue
401-751-971-000	Capital Projects	Parks	Land Acquisition-Monroe Blvd	Expenditure		102,500	
401-751-975-000-0192	Capital Projects	Parks	Tot Lot Play Equip Replace	Expenditure		60,000	
401-751-975-000-0193	Capital Projects	Parks	Pedestrian Bridget	Expenditure		85,000	
					-	247,500	247,500 Net Decrease in Expenditure

Adjust for change in Grant Funding and Land Acquisition costs for Monroe Blvd Properties **(17,500)** Net Change charged to Fund Balance

General Fund (Fund 101):

Account	Fund	Activity	Description	Rev/Exp	Increase	Decrease	
101-751-975-000-0222	General Fund	Parks	Harborwalk Improvements	Expenditure		25,000	
101-751-975-000-0223	General Fund	Parks	Kids Corner Play Equip Replace	Expenditure		40,000	
101-965-999-401	General Fund	Transfer Out	Transfer Out-Capital Projects	Expenditure	150,000		
101-965-999-257	General Fund	Transfer Out	Transfer Out-Budget Stabilization	Expenditure		50,000	
					150,000	115,000	(35,000) Net Increase in Expenditure

Adjust for additional General Fund contribution to Capital Projects Fund **(35,000)** Net Change charged to Fund Balance

Budget Stabilization Fund (Fund 257):

Account	Fund	Activity	Description	Rev/Exp	Increase	Decrease	
257-000-699-101	General Fund	Revenues	Transfer In-General Fund	Revenue		50,000	
					-	50,000	(50,000) Net Change charged to Fund Balance

Redirect FY 16 General Fund Contribution to Capital Projects Fund **(50,000)** Net Change charged to Fund Balance

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2015, between Rosalie M. Plechaty and Mark W. Plechaty, wife and husband, whose address is 559 Monroe Blvd., South Haven, MI 49090 (collectively, "Seller"), and the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, MI 49090 ("Buyer").

RECITALS

- A. Seller owns the real property located at 552 Monroe Blvd., South Haven, MI 49090, PPN: 80-53-184-050-00, legally described on the attached Exhibit A (the "Property").
- B. Seller desires to sell to Buyer, and Buyer 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, Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property.
- 2. Consideration. At closing Buyer shall pay to Seller the sum of \$259,999.94 as the sole consideration for the Property.
- 3. Land Acquisition Grant. Buyer is applying for a Land Acquisition Grant under the Michigan Natural Resources Trust Fund (MNRTF) from the Michigan Department of Natural Resources, MNRTF Project Number TF12-096; MNRTF Project Title Monroe Boulevard Land Acquisition (the "DNR Grant"). If the DNR Grant is received, Buyer intends to apply the grant funds toward the purchase of the Property. Therefore, the parties acknowledge and agree that Buyer's purchase of the Property under this Agreement is contingent upon its receipt of the DNR Grant.
- 4. Title. Upon payment of the consideration by Buyer, Seller shall convey marketable title to the Property to Buyer free and clear of any and all mortgage liens and other liens (other than real estate taxes and assessments not yet due and payable), with all available land divisions, by warranty deed (the "Deed") that shall include the "Exhibit to Deed" attached to this Agreement as Exhibit B, subject to easements, restrictions or encumbrances of record which are acceptable to Buyer. The parties shall execute such other commercially reasonable documents as may be customary or necessary to effectuate the closing, including without limitation any such documents required by the Title Company (as defined below) or in connection with the DNR Grant.
- 5. Title Insurance. Buyer has obtained and is satisfied with the commitments for a title insurance policy for the Property it has obtained from First American Title Insurance Company (the "Title Company").
- 6. Survey. The parties are satisfied with the surveys or other drawings the Buyer has provided for the Property.
- 7. Environmental Issues.
 - (a) Prior to the closing, Buyer may, at Buyer's expense, perform any environmental site assessments and investigations of the Property that it deems appropriate.
 - (b) Each party shall provide the other party a copy of any information that party may have regarding the environmental condition of the Property and shall provide the other party copies of any information it receives from or transmits to any governmental agency or official related to the Property.

(c) If due to the environmental condition of any of the Property, Buyer, in its reasonable discretion, deems the Property unfit for the uses Buyer intends to make of it, Buyer may, upon written notification to Seller, refuse to accept the conveyance of the Property.

8. Access; Inspections. At any time prior to closing, Buyer may enter the Property to make any tests, inspections, examinations or studies that Buyer deems necessary. Buyer shall be solely responsible for all costs and expenses incurred in doing so and, if this transaction does not close, it will reasonably restore the affected property to the condition it was in prior to its entry on the Property.

9. Property Taxes, Special Assessments and Utilities. Seller shall pay at or before closing all real property taxes levied against the Property to be conveyed and billed prior to closing, and all costs, interest and fees related to such taxes. All real property taxes paid by or on behalf of Seller in the 12 months preceding closing shall be prorated to, but not including the date of closing on a due-date basis in accordance with MCL 211.2, as if such taxes have been paid in advance for the 12 months succeeding their levy date. Seller shall be responsible for that portion of such taxes from the Levy Date(s), but not including the date of closing. Buyer shall be responsible for the remainder. For purposes hereof, "levy date" shall mean the date on which such taxes first became due and payable. Seller shall further pay, at or before closing, the outstanding balance of principal and interest on any special assessments levied prior to closing, and the rates, fees and charges for any utility services provided prior to closing to the Property.

10. Closing. The closing will take place as soon as possible following the satisfaction of all contingencies specified in this Agreement, and in no event later than December 31, 2015. The closing will occur at Buyer's office at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties. Upon Buyer's request, the Seller shall deposit the Deed and other necessary closing documents with the Title Company in advance of the closing date to be held in escrow pending the closing in accordance with a mutually acceptable escrow agreement between Seller, Buyer and the Title Company. In addition to the satisfaction of all contingencies specified in this Agreement, the closing is subject to the satisfaction of each of the following conditions on or prior to the date of closing:

(a) Buyer will have satisfied itself, in its discretion, that the Property is suitable for Buyer's intended purposes according to the inspections and investigations permitted by this Agreement.

(b) Buyer has received the DNR Grant.

11. Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is fully authorized to convey to Buyer the Property pursuant to this Agreement.

(b) Seller has not leased, granted easements to, entered into land contracts for or otherwise encumbered the Property in any manner that does not appear in the records of the Van Buren County Register of Deeds.

(c) Seller has not agreed with any other party to sell the Property.

(d) Seller is not, to his knowledge, in material violation of any federal, state, or local statute, law, ordinance, rule, regulation, order, or ruling affecting the Property, including, but not limited to, any zoning or land use regulations.

(e) Seller is not engaged in or a party to, nor, to the best of his knowledge, threatened with any legal actions or other proceedings before any court, arbitrator, or administrative agency with respect to the Property, and there are no outstanding orders, rulings, decrees, judgments, or stipulations of any court, arbitrator, or administrative agency to which it is a party or by which it is bound that may adversely affect the Property or the transaction contemplated by this Agreement.

(f) To Seller's knowledge, the Property is not a "facility" as defined in Part 201 of 1994 PA 451.

12. Brokers. Each party represents and warrants that there are no brokers', finders' or similar fees in connection with this transaction.

13. Closing Costs. Seller shall be responsible for the payment of applicable transfer taxes and the cost to record any necessary mortgage releases. Buyer shall be responsible for the cost of recording the warranty deed and all title company charges and closing or escrow fees, if any.

14. Assignment. Neither party may assign any of that party's rights, duties or obligations under this Agreement without the prior written consent of the other party.

15. 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.

16. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. It may not be modified or amended except in writing executed by both parties. The captions are for reference only and shall not affect the interpretation of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(b) Any notices shall be made in writing to the address as first written above or to such other addresses as indicated by notice and shall be made by personal delivery or by United States certified mail, with return receipt requested and postage prepaid.

(c) This Agreement shall be binding upon the parties and their subrogees, successors, and permitted assigns.

17. Seller's Certifications. The Seller certifies that: (i) Seller has been informed of all of their rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, and (ii) Seller has been provided with a Statement of Just Compensation.

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

BUYER

SELLER

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

Rosalie M. Plechaty

By: _____
Amanda Morgan, Clerk

Mark W. Plechaty

EXHIBIT A

LEGAL DESCRIPTION

A strip of land 78 feet in width North and South off the North side of Block 5, Jay R. MONROE SUBDIVISION OF BLOCK 49 AND CHESTNUT STREET OF THE VILLAGE (NOW CITY) OF SOUTH HAVEN, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 47 of Van Buren County Records.

Commonly known as: 552 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-050-00

EXHIBIT B

EXHIBIT TO DEED

It is the intent of Buyer, the City of South Haven, and Seller, Rosalie Plechaty and Mark Plechaty, wife and husband, that Buyer will protect Sellers' views of Lake Michigan as it is at the time of sale and there will never be any development of the purchased property that would obstruct Sellers' views from the ground level of their respective home located at 559 Monroe Boulevard, which is across Monroe Boulevard from the purchased property and facing Lake Michigan. However, the parties acknowledge and agree that the purchased property will perpetually remain open and accessible to the general public.

Therefore, as part of the consideration for this transaction, Buyer agrees that in perpetuity it will not allow, and will actively take action to prohibit, the following: (1) the construction, erection or placement of any buildings and structures at street level (including, but not limited to, life guard chair/station, snack, drink, towel, bicycle or water sport rental or other sales/rental related stand or kiosk, benches, tables, trash receptacles, storage tanks of any kind, garages or sheds); (2) the installation of any new (excludes existing parking areas) paved vehicle (motorized or nonmotorized) or watercraft (motorized or nonmotorized) parking areas; (3) the installation of any new stairs, improved walkways or similar access points that provide pedestrian access to the adjacent bluff area or Lake Michigan; and (4) the planting of any new trees (excludes existing trees) or any other thing that would permanently obstruct Sellers' view of Lake Michigan.

Notwithstanding the foregoing, Sellers acknowledge and agree that the purchased property shall be used and improved by Buyer to provide: (1) paved public sidewalks and/or public recreational trails that are continuously open and accessible to the general public; and (2) dune, bluff and/or bank stabilization improvements. Additionally, the parties acknowledge and agree that public benches, tables, trash receptacles and similar facilities may be installed and maintained by Buyer below street level. Sellers acknowledge and agree that such uses and improvements shall not constitute a violation or breach of the restrictions contained herein.

This language shall constitute a deed restriction and restrictive covenant that runs with the land and will be binding on the Buyer or any future Buyer.

The foregoing restriction will remain in effect even if Seller later sells their home and the benefits and burdens of these restrictions are binding on Buyer and Seller and their respective heirs, successors and assigns.

GRAPIDS 57671-19 382655v1

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2015, between Frank W. Overton, Trustee of the Frank W. Overton Trust dated October 17, 1974 and Joan R. Overton, Trustee of the Joan R. Overton Trust dated October 17, 1974, each as to an undivided one-half interest in the Property (as defined below), whose address is 561 Monroe Blvd., South Haven, MI 49090 (collectively, "Seller"), and the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, MI 49090 ("Buyer").

RECITALS

- A. Seller owns the real property located at 556 Monroe Blvd., South Haven, MI 49090, PPN: 80-53-184-051-00, legally described on the attached Exhibit A (the "Property").
- B. Seller desires to sell to Buyer, and Buyer 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, Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property.
2. Consideration. At closing Buyer shall pay to Seller the sum of \$206,666.66 as the sole consideration for the Property.
3. Land Acquisition Grant. Buyer is applying for a Land Acquisition Grant under the Michigan Natural Resources Trust Fund (MNRTF) from the Michigan Department of Natural Resources, MNRTF Project Number TF12-096; MNRTF Project Title Monroe Boulevard Land Acquisition (the "DNR Grant"). If the DNR Grant is received, Buyer intends to apply the grant funds toward the purchase of the Property. Therefore, the parties acknowledge and agree that Buyer's purchase of the Property under this Agreement is contingent upon its receipt of the DNR Grant.
4. Title. Upon payment of the consideration by Buyer, Seller shall convey marketable title to the Property to Buyer free and clear of any and all mortgage liens and other liens (other than real estate taxes and assessments not yet due and payable), with all available land divisions, by warranty deed (the "Deed") that shall include the "Exhibit to Deed" attached to this Agreement as Exhibit B, subject to easements, restrictions or encumbrances of record which are acceptable to Buyer. The parties shall execute such other commercially reasonable documents as may be customary or necessary to effectuate the closing, including without limitation any such documents required by the Title Company (as defined below) or in connection with the DNR Grant.
5. Title Insurance. Buyer has obtained and is satisfied with the commitments for a title insurance policy for the Property it has obtained from First American Title Insurance Company (the "Title Company").
6. Survey. The parties are satisfied with the surveys or other drawings the Buyer has provided for the Property.
7. Environmental Issues.
 - (a) Prior to the closing, Buyer may, at Buyer's expense, perform any environmental site assessments and investigations of the Property that it deems appropriate.
 - (b) Each party shall provide the other party a copy of any information that party may have regarding the environmental condition of the Property and shall provide the other party copies of

any information it receives from or transmits to any governmental agency or official related to the Property.

(c) If due to the environmental condition of any of the Property, Buyer, in its reasonable discretion, deems the Property unfit for the uses Buyer intends to make of it, Buyer may, upon written notification to Seller, refuse to accept the conveyance of the Property.

8. Access; Inspections. At any time prior to closing, Buyer may enter the Property to make any tests, inspections, examinations or studies that Buyer deems necessary. Buyer shall be solely responsible for all costs and expenses incurred in doing so and, if this transaction does not close, it will reasonably restore the affected property to the condition it was in prior to its entry on the Property.

9. Property Taxes, Special Assessments and Utilities. Seller shall pay at or before closing all real property taxes levied against the Property to be conveyed and billed prior to closing, and all costs, interest and fees related to such taxes. All real property taxes paid by or on behalf of Seller in the 12 months preceding closing shall be prorated to, but not including the date of closing on a due-date basis in accordance with MCL 211.2, as if such taxes have been paid in advance for the 12 months succeeding their levy date. Seller shall be responsible for that portion of such taxes from the Levy Date(s), but not including the date of closing. Buyer shall be responsible for the remainder. For purposes hereof, "levy date" shall mean the date on which such taxes first became due and payable. Seller shall further pay, at or before closing, the outstanding balance of principal and interest on any special assessments levied prior to closing, and the rates, fees and charges for any utility services provided prior to closing to the Property.

10. Closing. The closing will take place as soon as possible following the satisfaction of all contingencies specified in this Agreement, and in no event later than December 31, 2015. The closing will occur at Buyer's office at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties. Upon Buyer's request, the Seller shall deposit the Deed and other necessary closing documents with the Title Company in advance of the closing date to be held in escrow pending the closing in accordance with a mutually acceptable escrow agreement between Seller, Buyer and the Title Company. In addition to the satisfaction of all contingencies specified in this Agreement, the closing is subject to the satisfaction of each of the following conditions on or prior to the date of closing:

(a) Buyer will have satisfied itself, in its discretion, that the Property is suitable for Buyer's intended purposes according the inspections and investigations permitted by this Agreement.

(b) Buyer has received the DNR Grant.

11. Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is fully authorized to convey to Buyer the Property pursuant to this Agreement.

(b) Seller has not leased, granted easements to, entered into land contracts for or otherwise encumbered the Property in any manner that does not appear in the records of the Van Buren County Register of Deeds.

(c) Seller has not agreed with any other party to sell the Property.

(d) Seller is not, to his knowledge, in material violation of any federal, state, or local statute, law, ordinance, rule, regulation, order, or ruling affecting the Property, including, but not limited to, any zoning or land use regulations.

(e) Seller is not engaged in or a party to, nor, to the best of his knowledge, threatened with any legal actions or other proceedings before any court, arbitrator, or administrative agency with respect to the Property, and there are no outstanding orders, rulings, decrees, judgments, or stipulations of any court, arbitrator, or administrative agency to which it is a party or by which it is bound that may adversely affect the Property or the transaction contemplated by this Agreement.

- (f) To Seller's knowledge, the Property is not a "facility" as defined in Part 201 of 1994 PA 451.
12. Brokers. Each party represents and warrants that there are no brokers', finders' or similar fees in connection with this transaction.
13. Closing Costs. Seller shall be responsible for the payment of applicable transfer taxes and the cost to record any necessary mortgage releases. Buyer shall be responsible for the cost of recording the warranty deed and all title company charges and closing or escrow fees, if any.
14. Assignment. Neither party may assign any of that party's rights, duties or obligations under this Agreement without the prior written consent of the other party.
15. 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.
16. Miscellaneous.
- (a) This is the entire agreement between the parties regarding its subject matter. It may not be modified or amended except in writing executed by both parties. The captions are for reference only and shall not affect the interpretation of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement.
- (b) Any notices shall be made in writing to the address as first written above or to such other addresses as indicated by notice and shall be made by personal delivery or by United States certified mail, with return receipt requested and postage prepaid.
- (c) This Agreement shall be binding upon the parties and their subrogees, successors, and permitted assigns.
17. Seller's Certifications. The Seller certifies that: (i) Seller has been informed of all of their rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, and (ii) Seller has been provided with a Statement of Just Compensation.

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

BUYER

SELLER

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

Frank W. Overton, Trustee of the Frank W. Overton Trust dated October 17, 1974

By: _____
Amanda Morgan, Clerk

Joan R. Overton, Trustee of the Joan R. Overton Trust dated October 17, 1974

EXHIBIT A

LEGAL DESCRIPTION

The South 62 feet of the North 140 feet of Block 5, J. R. Monroe Subdivision of the City of South Haven, according to the plat thereof recorded in Liber 1 of Plats, Page 47 of Van Buren County Records.

Commonly known as: 556 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-051-00

EXHIBIT B

EXHIBIT TO DEED

It is the intent of Buyer, the City of South Haven, and Seller, Frank W. Overton, Trustee of the Frank W. Overton Trust dated October 17, 1974 and Joan R. Overton, Trustee of the Joan R. Overton Trust dated October 17, 1974, that Buyer will protect Sellers' views of Lake Michigan as it is at the time of sale and there will never be any development of the purchased property that would obstruct Sellers' views from the ground level of their respective home located at 561 Monroe Boulevard, which is across Monroe Boulevard from the purchased property and facing Lake Michigan. However, the parties acknowledge and agree that the purchased property will perpetually remain open and accessible to the general public.

Therefore, as part of the consideration for this transaction, Buyer agrees that in perpetuity it will not allow, and will actively take action to prohibit, the following: (1) the construction, erection or placement of any buildings and structures at street level (including, but not limited to, life guard chair/station, snack, drink, towel, bicycle or water sport rental or other sales/rental related stand or kiosk, benches, tables, trash receptacles, storage tanks of any kind, garages or sheds); (2) the installation of any new (excludes existing parking areas) paved vehicle (motorized or nonmotorized) or watercraft (motorized or nonmotorized) parking areas; (3) the installation of any new stairs, improved walkways or similar access points that provide pedestrian access to the adjacent bluff area or Lake Michigan; and (4) the planting of any new trees (excludes existing trees) or any other thing that would permanently obstruct Sellers' view of Lake Michigan.

Notwithstanding the foregoing, Sellers acknowledge and agree that the purchased property shall be used and improved by Buyer to provide: (1) paved public sidewalks and/or public recreational trails that are continuously open and accessible to the general public; and (2) dune, bluff and/or bank stabilization improvements. Additionally, the parties acknowledge and agree that public benches, tables, trash receptacles and similar facilities may be installed and maintained by Buyer below street level. Sellers acknowledge and agree that such uses and improvements shall not constitute a violation or breach of the restrictions contained herein.

This language shall constitute a deed restriction and restrictive covenant that runs with the land and will be binding on the Buyer or any future Buyer.

The foregoing restriction will remain in effect even if Seller later sells their home and the benefits and burdens of these restrictions are binding on Buyer and Seller and their respective heirs, successors and assigns.

GRAPIDS 57671-19 384374v1

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2015, between Pamela Kay Chappell and Peter Michael Wehle, Trustees of the Chappell-Wehle Revocable Trust, dated January 4, 2011, whose address is 565 Monroe Blvd., South Haven, MI 49090 (collectively, "Seller"), and the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, MI 49090 ("Buyer").

RECITALS

- A. Seller owns the real property located at 560 Monroe Blvd., South Haven, MI 49090, PPN: 80-53-184-052-00, legally described on the attached Exhibit A (the "Property").
- B. Seller desires to sell to Buyer, and Buyer 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, Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property.
2. Consideration. At closing Buyer shall pay to Seller the sum of \$166,666.70 as the sole consideration for the Property.
3. Land Acquisition Grant. Buyer is applying for a Land Acquisition Grant under the Michigan Natural Resources Trust Fund (MNRTF) from the Michigan Department of Natural Resources, MNRTF Project Number TF12-096; MNRTF Project Title Monroe Boulevard Land Acquisition (the "DNR Grant"). If the DNR Grant is received, Buyer intends to apply the grant funds toward the purchase of the Property. Therefore, the parties acknowledge and agree that Buyer's purchase of the Property under this Agreement is contingent upon its receipt of the DNR Grant.
4. Title. Upon payment of the consideration by Buyer, Seller shall convey marketable title to the Property to Buyer free and clear of any and all mortgage liens and other liens (other than real estate taxes and assessments not yet due and payable), with all available land divisions, by warranty deed (the "Deed") that shall include the "Exhibit to Deed" attached to this Agreement as Exhibit B, subject to easements, restrictions or encumbrances of record which are acceptable to Buyer. The parties shall execute such other commercially reasonable documents as may be customary or necessary to effectuate the closing, including without limitation any such documents required by the Title Company (as defined below) or in connection with the DNR Grant.
5. Title Insurance. Buyer has obtained and is satisfied with the commitments for a title insurance policy for the Property it has obtained from First American Title Insurance Company (the "Title Company").
6. Survey. The parties are satisfied with the surveys or other drawings the Buyer has provided for the Property.
7. Environmental Issues.
 - (a) Prior to the closing, Buyer may, at Buyer's expense, perform any environmental site assessments and investigations of the Property that it deems appropriate.
 - (b) Each party shall provide the other party a copy of any information that party may have regarding the environmental condition of the Property and shall provide the other party copies of any information it receives from or transmits to any governmental agency or official related to the Property.

(c) If due to the environmental condition of any of the Property, Buyer, in its reasonable discretion, deems the Property unfit for the uses Buyer intends to make of it, Buyer may, upon written notification to Seller, refuse to accept the conveyance of the Property.

8. Access; Inspections. At any time prior to closing, Buyer may enter the Property to make any tests, inspections, examinations or studies that Buyer deems necessary. Buyer shall be solely responsible for all costs and expenses incurred in doing so and, if this transaction does not close, it will reasonably restore the affected property to the condition it was in prior to its entry on the Property.

9. Property Taxes, Special Assessments and Utilities. Seller shall pay at or before closing all real property taxes levied against the Property to be conveyed and billed prior to closing, and all costs, interest and fees related to such taxes. All real property taxes paid by or on behalf of Seller in the 12 months preceding closing shall be prorated to, but not including the date of closing on a due-date basis in accordance with MCL 211.2, as if such taxes have been paid in advance for the 12 months succeeding their levy date. Seller shall be responsible for that portion of such taxes from the Levy Date(s), but not including the date of closing. Buyer shall be responsible for the remainder. For purposes hereof, "levy date" shall mean the date on which such taxes first became due and payable. Seller shall further pay, at or before closing, the outstanding balance of principal and interest on any special assessments levied prior to closing, and the rates, fees and charges for any utility services provided prior to closing to the Property.

10. Closing. The closing will take place as soon as possible following the satisfaction of all contingencies specified in this Agreement, and in no event later than December 31, 2015. The closing will occur at Buyer's office at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties. Upon Buyer's request, the Seller shall deposit the Deed and other necessary closing documents with the Title Company in advance of the closing date to be held in escrow pending the closing in accordance with a mutually acceptable escrow agreement between Seller, Buyer and the Title Company. In addition to the satisfaction of all contingencies specified in this Agreement, the closing is subject to the satisfaction of each of the following conditions on or prior to the date of closing:

(a) Buyer will have satisfied itself, in its discretion, that the Property is suitable for Buyer's intended purposes according the inspections and investigations permitted by this Agreement.

(b) Buyer has received the DNR Grant.

11. Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is fully authorized to convey to Buyer the Property pursuant to this Agreement.

(b) Seller has not leased, granted easements to, entered into land contracts for or otherwise encumbered the Property in any manner that does not appear in the records of the Van Buren County Register of Deeds.

(c) Seller has not agreed with any other party to sell the Property.

(d) Seller is not, to his knowledge, in material violation of any federal, state, or local statute, law, ordinance, rule, regulation, order, or ruling affecting the Property, including, but not limited to, any zoning or land use regulations.

(e) Seller is not engaged in or a party to, nor, to the best of his knowledge, threatened with any legal actions or other proceedings before any court, arbitrator, or administrative agency with respect to the Property, and there are no outstanding orders, rulings, decrees, judgments, or stipulations of any court, arbitrator, or administrative agency to which it is a party or by which it is bound that may adversely affect the Property or the transaction contemplated by this Agreement.

(f) To Seller's knowledge, the Property is not a "facility" as defined in Part 201 of 1994 PA 451.

12. Brokers. Each party represents and warrants that there are no brokers', finders' or similar fees in connection with this transaction.

13. Closing Costs. Seller shall be responsible for the payment of applicable transfer taxes and the cost to record any necessary mortgage releases. Buyer shall be responsible for the cost of recording the warranty deed and all title company charges and closing or escrow fees, if any.

14. Assignment. Neither party may assign any of that party's rights, duties or obligations under this Agreement without the prior written consent of the other party.

15. 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.

16. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. It may not be modified or amended except in writing executed by both parties. The captions are for reference only and shall not affect the interpretation of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(b) Any notices shall be made in writing to the address as first written above or to such other addresses as indicated by notice and shall be made by personal delivery or by United States certified mail, with return receipt requested and postage prepaid.

(c) This Agreement shall be binding upon the parties and their subrogees, successors, and permitted assigns.

17. Seller's Certifications. The Seller certifies that: (i) Seller has been informed of all of their rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, and (ii) Seller has been provided with a Statement of Just Compensation.

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

BUYER

SELLER

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

Pamela Kay Chappell, Trustee of the
Chappell-Wehle Revocable Trust, dated
January 4, 2011

By: _____
Amanda Morgan, Clerk

Peter Michael Wehle, Trustee of the
Chappell-Wehle Revocable Trust, dated
January 4, 2011

EXHIBIT A

LEGAL DESCRIPTION

Commencing on the West side of Monroe Boulevard 51.35 feet Northerly of the Northwest corner of Clinton Street and Monroe Boulevard, thence West to Lake Michigan, thence North 50 feet, thence East to Monroe Boulevard, thence Southerly to beginning, ORIGINAL VILLAGE PLAT, BLOCK 49.

Commonly known as: 560 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-052-00

EXHIBIT B

EXHIBIT TO DEED

It is the intent of Buyer, the City of South Haven, and Seller, Pamela Kay Chappell and Peter Michael Wehle, Trustees of the Chappell-Wehle Revocable Trust, dated January 4, 2011, that Buyer will protect Sellers' views of Lake Michigan as it is at the time of sale and there will never be any development of the purchased property that would obstruct Sellers' views from the ground level of their respective home located at 565 Monroe Boulevard, which is across Monroe Boulevard from the purchased property and facing Lake Michigan. However, the parties acknowledge and agree that the purchased property will perpetually remain open and accessible to the general public.

Therefore, as part of the consideration for this transaction, Buyer agrees that in perpetuity it will not allow, and will actively take action to prohibit, the following: (1) the construction, erection or placement of any buildings and structures at street level (including, but not limited to, life guard chair/station, snack, drink, towel, bicycle or water sport rental or other sales/rental related stand or kiosk, benches, tables, trash receptacles, storage tanks of any kind, garages or sheds); (2) the installation of any new (excludes existing parking areas) paved vehicle (motorized or nonmotorized) or watercraft (motorized or nonmotorized) parking areas; (3) the installation of any new stairs, improved walkways or similar access points that provide pedestrian access to the adjacent bluff area or Lake Michigan; and (4) the planting of any new trees (excludes existing trees) or any other thing that would permanently obstruct Sellers' view of Lake Michigan.

Notwithstanding the foregoing, Sellers acknowledge and agree that the purchased property shall be used and improved by Buyer to provide: (1) paved public sidewalks and/or public recreational trails that are continuously open and accessible to the general public; and (2) dune, bluff and/or bank stabilization improvements. Additionally, the parties acknowledge and agree that public benches, tables, trash receptacles and similar facilities may be installed and maintained by Buyer below street level. Sellers acknowledge and agree that such uses and improvements shall not constitute a violation or breach of the restrictions contained herein.

This language shall constitute a deed restriction and restrictive covenant that runs with the land and will be binding on the Buyer or any future Buyer.

The foregoing restriction will remain in effect even if Seller later sells their home and the benefits and burdens of these restrictions are binding on Buyer and Seller and their respective heirs, successors and assigns.

GRAPIDS 57671-19 384433v1

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2015, between Frederick C. Kauffman, a widower and not since remarried, whose address is 567 Monroe Blvd., South Haven, MI 49090 (“Seller”), and the City of South Haven, a Michigan municipal corporation, whose principal business address is 539 Phoenix Street, South Haven, MI 49090 (“Buyer”).

RECITALS

- A. Seller owns the real property located at 568 Monroe Blvd., South Haven, MI 49090, PPN: 80-53-184-053-00, legally described on the attached Exhibit A (the “Property”).
- B. Seller desires to sell to Buyer, and Buyer 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, Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property.
- 2. Consideration. At closing Buyer shall pay to Seller the sum of \$166,666.70 as the sole consideration for the Property.
- 3. Land Acquisition Grant. Buyer is applying for a Land Acquisition Grant under the Michigan Natural Resources Trust Fund (MNRTF) from the Michigan Department of Natural Resources, MNRTF Project Number TF12-096; MNRTF Project Title Monroe Boulevard Land Acquisition (the “DNR Grant”). If the DNR Grant is received, Buyer intends to apply the grant funds toward the purchase of the Property. Therefore, the parties acknowledge and agree that Buyer’s purchase of the Property under this Agreement is contingent upon its receipt of the DNR Grant.
- 4. Title. Upon payment of the consideration by Buyer, Seller shall convey marketable title to the Property to Buyer free and clear of any and all mortgage liens and other liens (other than real estate taxes and assessments not yet due and payable), with all available land divisions, by warranty deed (the “Deed”) that shall include the “Exhibit to Deed” attached to this Agreement as Exhibit B, subject to easements, restrictions or encumbrances of record which are acceptable to Buyer. The parties shall execute such other commercially reasonable documents as may be customary or necessary to effectuate the closing, including without limitation any such documents required by the Title Company (as defined below) or in connection with the DNR Grant.
- 5. Title Insurance. Buyer has obtained and is satisfied with the commitments for a title insurance policy for the Property it has obtained from First American Title Insurance Company (the “Title Company”).
- 6. Survey. The parties are satisfied with the surveys or other drawings the Buyer has provided for the Property.
- 7. Environmental Issues.
 - (a) Prior to the closing, Buyer may, at Buyer’s expense, perform any environmental site assessments and investigations of the Property that it deems appropriate.
 - (b) Each party shall provide the other party a copy of any information that party may have regarding the environmental condition of the Property and shall provide the other party copies of any information it receives from or transmits to any governmental agency or official related to the Property.

(c) If due to the environmental condition of any of the Property, Buyer, in its reasonable discretion, deems the Property unfit for the uses Buyer intends to make of it, Buyer may, upon written notification to Seller, refuse to accept the conveyance of the Property.

8. Access; Inspections. At any time prior to closing, Buyer may enter the Property to make any tests, inspections, examinations or studies that Buyer deems necessary. Buyer shall be solely responsible for all costs and expenses incurred in doing so and, if this transaction does not close, it will reasonably restore the affected property to the condition it was in prior to its entry on the Property.

9. Property Taxes, Special Assessments and Utilities. Seller shall pay at or before closing all real property taxes levied against the Property to be conveyed and billed prior to closing, and all costs, interest and fees related to such taxes. All real property taxes paid by or on behalf of Seller in the 12 months preceding closing shall be prorated to, but not including the date of closing on a due-date basis in accordance with MCL 211.2, as if such taxes have been paid in advance for the 12 months succeeding their levy date. Seller shall be responsible for that portion of such taxes from the Levy Date(s), but not including the date of closing. Buyer shall be responsible for the remainder. For purposes hereof, "levy date" shall mean the date on which such taxes first became due and payable. Seller shall further pay, at or before closing, the outstanding balance of principal and interest on any special assessments levied prior to closing, and the rates, fees and charges for any utility services provided prior to closing to the Property.

10. Closing. The closing will take place as soon as possible following the satisfaction of all contingencies specified in this Agreement, and in no event later than December 31, 2015. The closing will occur at Buyer's office at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties. Upon Buyer's request, the Seller shall deposit the Deed and other necessary closing documents with the Title Company in advance of the closing date to be held in escrow pending the closing in accordance with a mutually acceptable escrow agreement between Seller, Buyer and the Title Company. In addition to the satisfaction of all contingencies specified in this Agreement, the closing is subject to the satisfaction of each of the following conditions on or prior to the date of closing:

(a) Buyer will have satisfied itself, in its discretion, that the Property is suitable for Buyer's intended purposes according the inspections and investigations permitted by this Agreement.

(b) Buyer has received the DNR Grant.

11. Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is fully authorized to convey to Buyer the Property pursuant to this Agreement.

(b) Seller has not leased, granted easements to, entered into land contracts for or otherwise encumbered the Property in any manner that does not appear in the records of the Van Buren County Register of Deeds.

(c) Seller has not agreed with any other party to sell the Property.

(d) Seller is not, to his knowledge, in material violation of any federal, state, or local statute, law, ordinance, rule, regulation, order, or ruling affecting the Property, including, but not limited to, any zoning or land use regulations.

(e) Seller is not engaged in or a party to, nor, to the best of his knowledge, threatened with any legal actions or other proceedings before any court, arbitrator, or administrative agency with respect to the Property, and there are no outstanding orders, rulings, decrees, judgments, or stipulations of any court, arbitrator, or administrative agency to which it is a party or by which it is bound that may adversely affect the Property or the transaction contemplated by this Agreement.

(f) To Seller's knowledge, the Property is not a "facility" as defined in Part 201 of 1994 PA 451.

12. Brokers. Each party represents and warrants that there are no brokers', finders' or similar fees in connection with this transaction.

13. Closing Costs. Seller shall be responsible for the payment of applicable transfer taxes and the cost to record any necessary mortgage releases. Buyer shall be responsible for the cost of recording the warranty deed and all title company charges and closing or escrow fees, if any.

14. Assignment. Neither party may assign any of that party's rights, duties or obligations under this Agreement without the prior written consent of the other party.

15. 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.

16. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. It may not be modified or amended except in writing executed by both parties. The captions are for reference only and shall not affect the interpretation of this Agreement. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(b) Any notices shall be made in writing to the address as first written above or to such other addresses as indicated by notice and shall be made by personal delivery or by United States certified mail, with return receipt requested and postage prepaid.

(c) This Agreement shall be binding upon the parties and their subrogees, successors, and permitted assigns.

17. Seller's Certifications. The Seller certifies that: (i) Seller has been informed of all of his rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, and (ii) Seller has been provided with a Statement of Just Compensation.

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

BUYER

SELLER

CITY OF SOUTH HAVEN

By: _____
Robert Burr, Mayor

Frederick C. Kauffman

By: _____
Amanda Morgan, Clerk

EXHIBIT A

LEGAL DESCRIPTION

The South 50 feet wide of Block 5 of JAY R. MONROE SUBDIVISION OF BLOCK 49 AND CHESTNUT STREET OF THE VILLAGE (NOW CITY) OF SOUTH HAVEN, according to the plat thereof recorded in Liber 1 of Plats, Page 47 of Van Buren County Records.

Commonly known as: 568 Monroe Blvd., South Haven, MI 49090

Tax Parcel No.: 80-53-184-053-00

EXHIBIT B

EXHIBIT TO DEED

It is the intent of Buyer, the City of South Haven, and Seller, Frederick C. Kauffman, a widower and not since remarried, that Buyer will protect Seller's views of Lake Michigan as it is at the time of sale and there will never be any development of the purchased property that would obstruct Seller's views from the ground level of their respective home located at 567 Monroe Boulevard, which is across Monroe Boulevard from the purchased property and facing Lake Michigan. However, the parties acknowledge and agree that the purchased property will perpetually remain open and accessible to the general public.

Therefore, as part of the consideration for this transaction, Buyer agrees that in perpetuity it will not allow, and will actively take action to prohibit, the following: (1) the construction, erection or placement of any buildings and structures at street level (including, but not limited to, life guard chair/station, snack, drink, towel, bicycle or water sport rental or other sales/rental related stand or kiosk, benches, tables, trash receptacles, storage tanks of any kind, garages or sheds); (2) the installation of any new (excludes existing parking areas) paved vehicle (motorized or nonmotorized) or watercraft (motorized or nonmotorized) parking areas; (3) the installation of any new stairs, improved walkways or similar access points that provide pedestrian access to the adjacent bluff area or Lake Michigan; and (4) the planting of any new trees (excludes existing trees) or any other thing that would permanently obstruct Seller's view of Lake Michigan.

Notwithstanding the foregoing, Seller acknowledges and agrees that the purchased property shall be used and improved by Buyer to provide: (1) paved public sidewalks and/or public recreational trails that are continuously open and accessible to the general public; and (2) dune, bluff and/or bank stabilization improvements. Additionally, the parties acknowledge and agree that public benches, tables, trash receptacles and similar facilities may be installed and maintained by Buyer below street level. Sellers acknowledge and agree that such uses and improvements shall not constitute a violation or breach of the restrictions contained herein.

This language shall constitute a deed restriction and restrictive covenant that runs with the land and will be binding on the Buyer or any future Buyer.

The foregoing restriction will remain in effect even if Seller later sells his home and the benefits and burdens of these restrictions are binding on Buyer and Seller and their respective heirs, successors and assigns.

GRAPIDS 57671-19 384434v1

South Beach



ST BASIL CATHOLIC CHURCH
502 MONROE BLVD

CITY OF SOUTH HAVEN
VAN BUREN ST R.O.W.

VAN BUREN OVERLOOK

**South Beach
Park Extension
Properties - DNR Grant**

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