



AGENDA

Committee of the Whole Meeting of the County Board of Commissioners
Van Buren County

January 26, 2021

2:50 PM

Board of Commissioners Chambers - 219 East Paw Paw Street
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PUBLIC HEARING

- A. Recreation Plan Update
- 1. CALL TO ORDER
- B. Zoom Meeting Information
- 2. ADDITIONS/DELETIONS TO THE AGENDA
- 3. APPROVAL OF AGENDA
- 4. APPROVAL OF MINUTES
 - A. Minutes - January 12, 2021
- 5. PRESENTATION
- 6. Administrative Affairs Committee
 - A. Economic Development Corporation Reappointment
Administration
 - B. Non-Attorney Magistrate Appointment
 - C. Local Emergency Planning Committee (LEPC) Bylaws Update
Sheriff
Emergency
Management
 - D. 911 - VHF Radio Project - Site lease agreements
Sheriff
911
- 7. Buildings and Grounds Committee
- 8. Finance Committee
 - A. Village of Paw Paw Commercial Rehabilitation District
Administration
 - B. South Haven Charter Township Commercial Rehabilitation District
Administration
- 9. Labor Negotiations and Contracts Committee
- 10. Transit Committee
 - A. MDOT Contract 2017-0136/P10

11. Veteran's Services Committee

12. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul and Ted Thar
DATE: January 26, 2021
RE: Recreation Plan Update

REQUEST:

The request is to hold the required Public Hearing for the proposed update to the Van Buren County Community Park, Recreation, Open Space and Greenway Plan.

ATTACHMENTS:

Description

- **Final Draft**

Van Buren County, Michigan

COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN



2021 — 2026

Adopted by the Van Buren County Board of Commissioners January 26, 2021

Van Buren County

COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN

2021 – 2026

The Southwest Michigan Planning Commission prepared this plan for Van Buren County with assistance from representatives from the following organizations:

- Van Buren County Planning Commission
- Van Buren County Administration and Board of Commissioners
- Van Buren County Road Commission
- Those who provided feedback via phone, email, written comments and survey responses

Special thanks to the South Haven/Van Buren County Convention and Visitors Bureau for funding the plan development.

Southwest Michigan Planning Commission
185 E. Main Street Suite 701 | Benton Harbor, MI 49022
www.swmpc.org | swmpc@swmpc.org | 269.925.1137

Van Buren County Administration & the Department of Land Service – Planning and Community Development
219 Paw Paw St. Suite 303 | Paw Paw, MI 49079
www.vbco.org | 269.657.8253

Van Buren County Road Commission
P.O. Box 156 | 325 West James Street | Lawrence, MI 49064
www.vbcrc.org | vbcrc@comcast.net | 269.674.8011



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Section 1. Plan Overview

This is an update to Van Buren County's 2012-2017 plan for parks and recreation resources at the county level. It will guide the County's approach to parks and recreation planning through 2026.

Parks and recreational facilities in Van Buren County add real value to their surrounding communities and improve the quality of life for residents of all backgrounds and abilities by promoting healthy lifestyles, encouraging social interaction and providing access to natural areas.

"Public attention tends to focus on recreation, because we want exercise, or on parks, because we need a place to get it. Some citizens may visit a park monthly, or weekly -- the most active among us, even daily. However, every day, every one of us benefits from the effect of open space and greenways. They contribute dramatically to our property values, community character, and personal wellbeing.

Visiting a park for recreation may create evidence in our calendars, our memories, our selfies, or even our laundry. Benefits from open space and greenways accrue elsewhere, in the smell of the air, the clarity of the water, the stability of the community -- even whether we see wild birds from our kitchen window." Gary Stock, Van Buren County resident

Mission

Through this plan, Van Buren County seeks to provide quality recreational resources to its residents and visitors. The County recognizes the importance of recreational amenities – including parks, natural areas, open spaces, land and water trails, lake and river access points and recreational programming – as they contribute to places where people want to live, spend their leisure time and do business. The County strives to develop its parks and recreation amenities with these benefits in mind and with particular emphasis on stewardship of historically significant assets, natural features, fragile lands, water quality and green infrastructure.

Vision

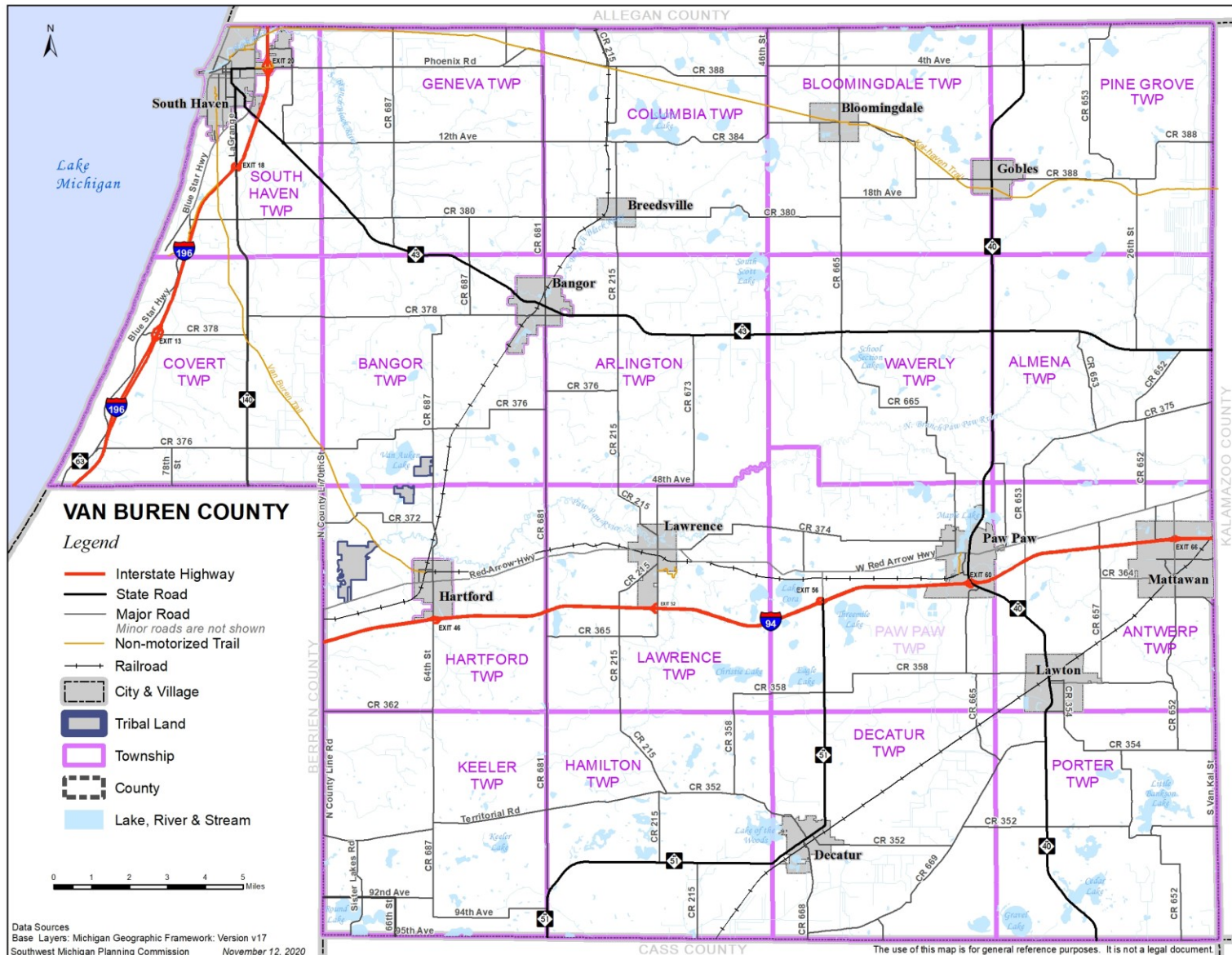
Van Buren County will enhance the quality of life for *all* current and future generations through its recreational resources.

Section 2. Community Description

Van Buren County is located in southwest Michigan and covers 611 square miles. In 2010, the total population for Van Buren County was 76,258, down slightly from the 2000 census number of 76,263. The 2019 population estimate is even lower at 75,677. Its residents are dispersed across four cities (Bangor, Gobles, Hartford and South Haven), seven incorporated villages (Bloomingdale, Breedsville, Decatur, Lawrence, Lawton, Mattawan and Paw Paw) and eighteen townships (see Table 8 in the Appendix for a full list.). The County spans small urban, suburban and rural settings and is home to one community college branch (Lake Michigan College South Haven), dozens of lakes (129 larger than ten acres) and two major rivers (the Paw Paw and Black Rivers). For more information on Van Buren County, visit the Van Buren County's website at www.vbco.org.



Figure 1 (Map) Area of Plan, Van Buren County



People - Demographics and Population Growth

Over the past two decades (1990 to 2010), the population in Van Buren County increased by over 10%. Growth has slowed somewhat in the past decade, yet the county remains the only one in its three-county region of southwest Michigan (includes Berrien and Cass) that experienced growth during this time.

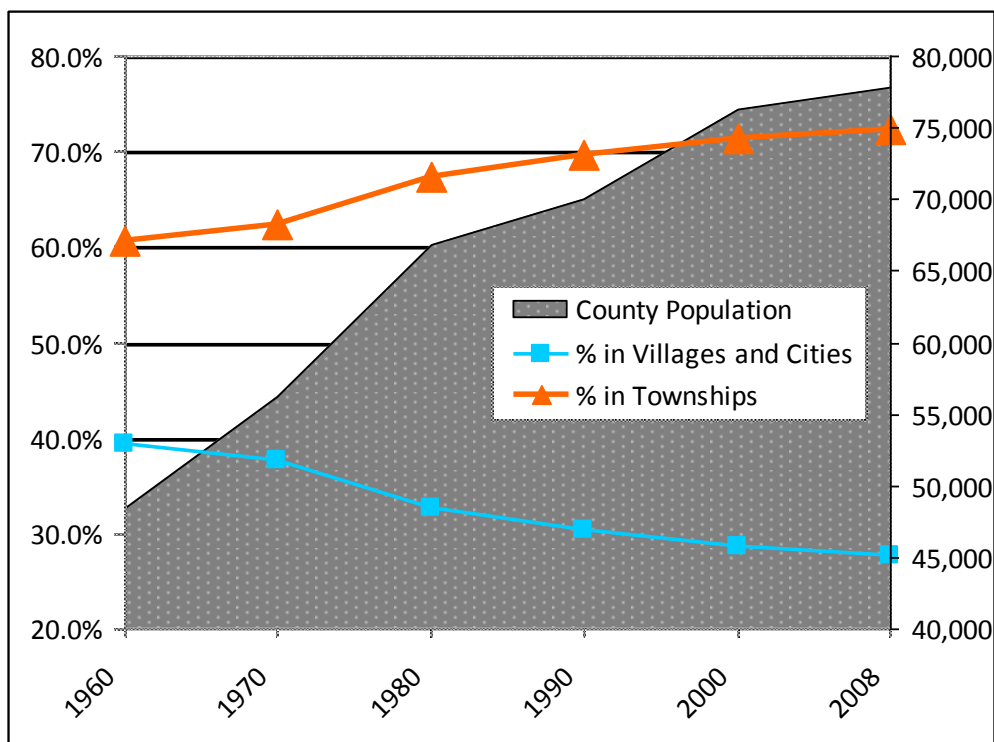
Table 1. Population Change by Municipality Type, Van Buren County | 1960 – 2010

	1960	1970	1980	1990	2000	2010	1960-2000	2000-2010
Almena	1,288	1,845	2,956	3,581	4,226	4,992	228.1%	18%
Antwerp	2,456	2,312	3,910	5,039	6,298	8,285	156.4%	31%
Arlington	1,392	1,645	1,884	1,929	2,075	2,073	49.1%	-0.09%
Bangor	1,443	1,708	1,993	1,948	2,121	2,147	47.0%	1%
Bloomington	1,176	1,493	1,953	2,351	2,836	3,103	141.2%	9%
Columbia	1,374	1,657	2,004	2,339	2,479	2,588	80.4%	4%
Covert	2,323	2,659	2,706	2,855	3,141	2,888	35.2%	-8%
Decatur	1,275	1,603	1,684	1,856	2,078	1,907	63.0%	-8%
Geneva	1,850	2,392	2,984	3,162	3,975	3,573	114.9%	-10%
Hamilton	1,023	1,167	1,586	1,515	1,797	1,489	75.7%	-17%
Hartford	1,746	2,211	2,707	3,032	3,159	3,274	80.9%	3%
Keeler	2,109	2,234	2,638	2,344	2,601	2,169	23.3%	-16%
Lawrence	1,421	1,555	2,114	2,115	2,282	2,263	60.6%	-0.8%
Paw Paw	2,067	2,592	3,207	3,645	3,738	3,507	80.8%	-6%
Pine Grove	1,528	1,835	2,379	2,594	2,773	2,949	81.5%	6%
Porter	1,047	1,360	2,041	2,086	2,406	2,466	129.8%	2%
South Haven	2,766	3,416	4,174	4,185	4,046	3,983	46.3%	-1%
Waverly	1,044	1,313	2,130	2,188	2,467	2,554	136.3%	3%
Township Total	29,328	34,997	45,050	48,764	54,498	56,210	85.8%	3%
Bloomington	471	496	537	503	528	454	12.1%	-14%
Breedsville	245	209	244	213	235	199	-4.1%	-15%
Decatur	1,827	1,764	1,915	1,760	1,838	1,819	0.6%	-1.0%
Lawrence	773	790	903	915	1,059	996	37.0%	-5%
Lawton	1,402	1,358	1,558	1,685	1,859	1,900	32.6%	2%
Mattawan	~~	1,569	2,143	2,456	2,536	1,997	~~	-22%
Paw Paw	2,970	3,160	3,211	3,169	3,473	3,534	16.9%	1%
Village Total	7,688	9,346	10,511	10,701	11,528	10,899	49.9%	-5%
Bangor	2,109	2,050	2,001	1,922	1,933	1,885	-8.3%	-2%
Gobles	816	801	816	769	815	829	-0.1%	1%
Hartford	2,305	2,508	2,493	2,341	2,476	2,688	7.4%	8%
South Haven	6,149	6,471	5,943	5,563	5,013	4,403	-18.5%	-12%
City Total	11,379	11,830	11,253	10,595	10,237	9,805	-10.0%	-4%
VB Co. Total	48,395	56,173	66,814	70,060	76,263	76,258	57.6%	-0.006%

Source: U.S. Census (1960 – 2010); U.S. Census

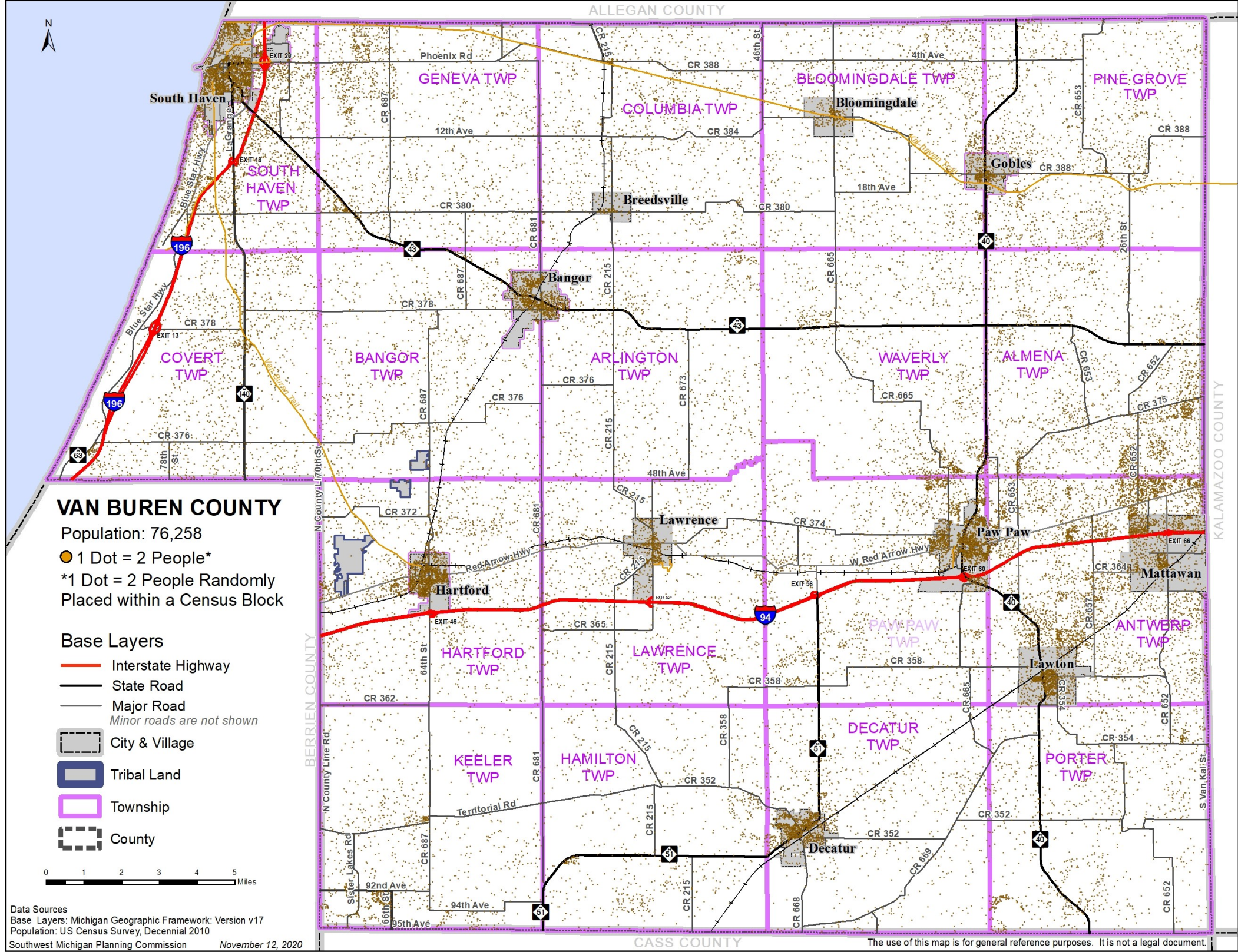
Much of this growth is concentrated on the county's eastern edge, where the Village of Mattawan and Almena and Antwerp Townships fall into the City of Kalamazoo's commuter-shed. The Villages of Mattawan and Lawton, and the Cities of South Haven and Hartford, experienced growth from 2000 to 2010. Nine townships (Almena, Antwerp, Bangor, Bloomingdale, Columbia, Hartford, Pine Grove, Porter, and Waverly) grew during this time, suggesting a slight land use shift from residents living near traditional downtown areas to more rural settings.

Figure 2 (Chart) Population change by municipality type, Van Buren County | 2000 - 2008



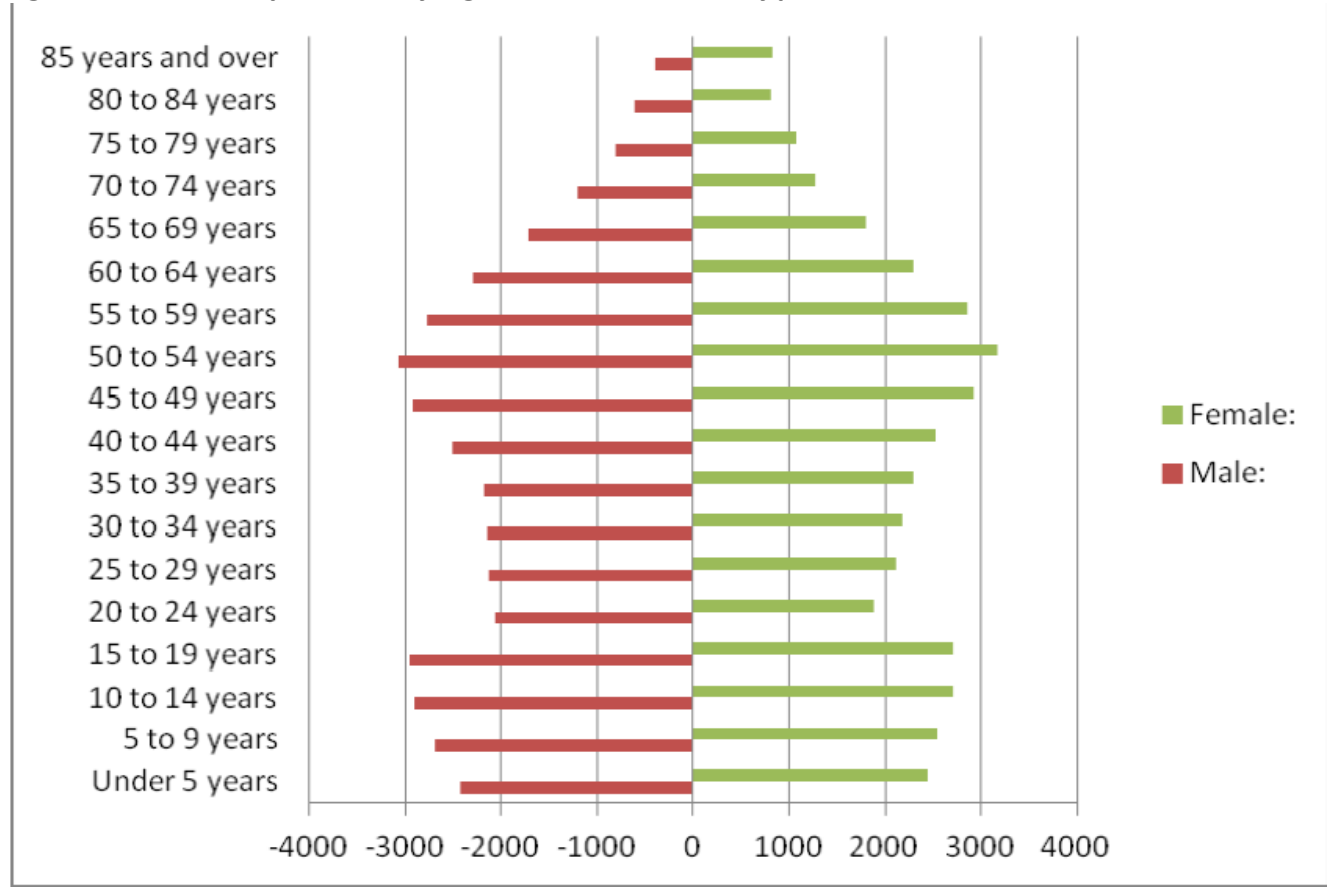
By racial composition, 2019 population estimates put Van Buren County as primarily White (91.5%), 4% African American and 4.6% other. The county has 11.7% reporting Hispanic/Latino ethnicity. Between 2000 and 2009, proportionally large increases of residents identifying themselves as Asian, Hispanic/Latino and “some other race” not defined on the U.S. Census survey forms have contributed to the county's growth.

Figure 3 (Map) Population Density, Van Buren County



By gender, Van Buren County houses slightly more women than men. As the county’s “baby-boomer” residents’ age, its collective population also ages; this pattern reflects patterns throughout much of the region and the country. The 2019 census estimates that 6% of the county’s population is under 5 year of age, 23% are under 18 years of age and 18% are over 65 years and over.

Figure 4 (Chart) Population by Age, Van Buren County|2010



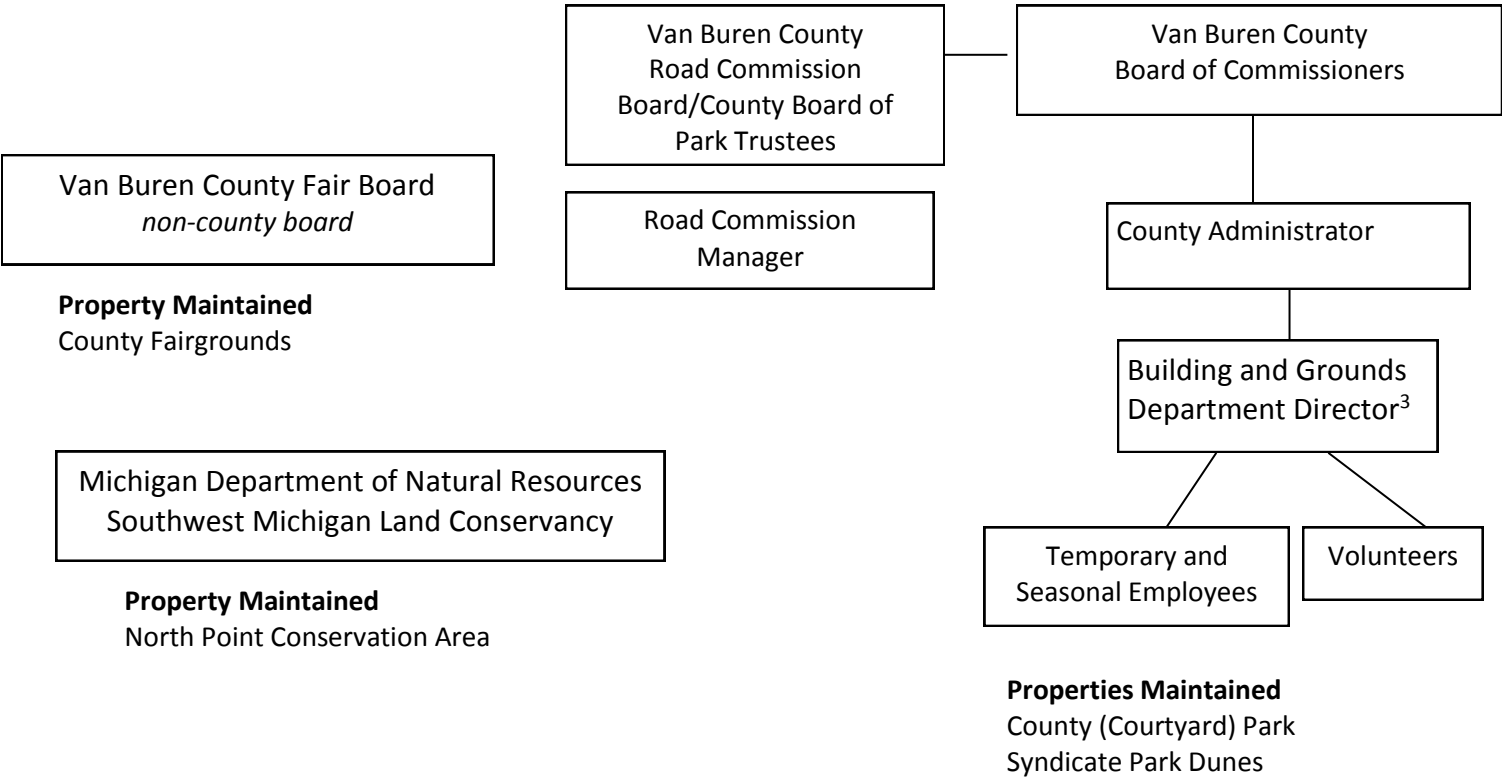
Section 3. Administrative Structure

Organizational Charts, Legal Authority and Board Membership

The four properties addressed in this plan’s recreation inventory fall under the purview of two boards/departments: the Board of Commissioners and the Board of County Park Trustees. Per Michigan Public Act 90 of 1913, “*whenever the board of supervisors of any county shall have adopted a resolution to purchase, condemn, or to accept certain lands for park purposes and make an appropriation therefore . . . there shall be created a board of 3 members to be known and designated as county park trustees.*” The Act goes on to state, “*In counties operating under the county road system, the board of county road commissioners is hereby designated and shall then act as the county park trustees.*” The members of the County Road Commission currently fill the seats on this board and currently do not manage any county park lands.

The current administrative structure for the county’s recreation system is shown in Figure 5. The basic operations and maintenance functions affecting Van Buren County’s recreation inventory are the responsibilities of one staff position within the County Buildings and Grounds Department.

Figure 5 (Chart) Administrative Structure, Van Buren County



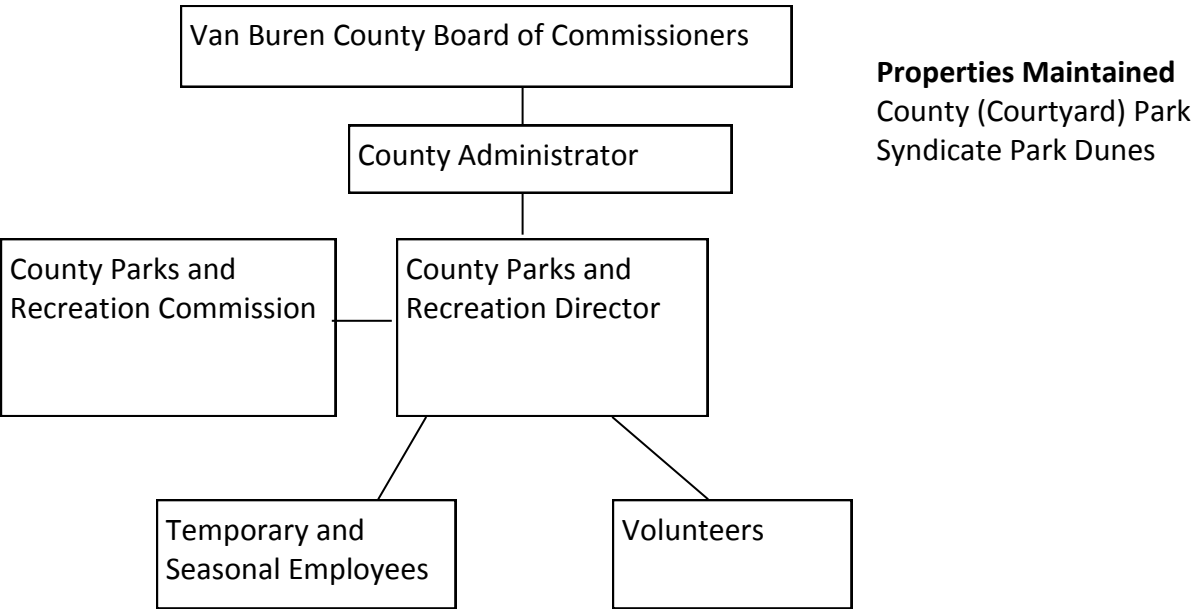
It is envisioned, over time, the County Park Trustees (or a board with an equivalent function under a different name) will manage a budget and make decisions about all of the County’s parks, recreational facilities and programming.

In the event that the Board of Commissioners chooses to create a full County Parks and Recreation Commission under Michigan Public Act 261 of 1965 to operate, maintain and improve upon the County’s parks and recreation resources per this plan’s recommendations, the County Parks and Recreation Commission will comprise the following members:

- The Chair of the Road Commission
- The Drain Commissioner
- The Planning Commission Chairperson
- Seven board-appointed members

(See the Appendix for documentation of the relevant Michigan legislation.)

Figure 6 (Chart) Potential Future Administrative Structure, Van Buren County



Current Funding Sources & Budgets

Van Buren County's Buildings and Grounds department's "grounds care" expenditures are inclusive for the County Courthouse – where the County Park is located. The Building and Grounds department did provide funding for maintenance of the North Point Conservation Area on Lake Michigan; however, that area is now leased to the Michigan Department of Natural Resources.

The County Fairgrounds are leased from the County and maintained/operated by a non-governmental board. The Van Buren Youth Fair Association, a 501(c)3 corporation, leases approximately 85 acres from Van Buren County.

No county department prepares an annual budget explicitly for parks and recreation resources, though this may become a task for the Board of Park Trustees or a future Parks Commission. The following is a list of potential funding sources to provide an outline of options for the County's future approach to funding parks and recreation resources within its borders.

State-Level

- The Michigan Natural Resources Trust Fund (MNRTF), established in 1976, funds capital improvements and land acquisitions for local/state parks through a granting process. The MNRTF accepts applications annually. See Table 4 for an inventory of local projects in Van Buren County funded via the MNRTF since 1976.
- The Michigan Department of Natural Resources MDNR's Recreation Passport Program replaces the Motor Vehicle Permit system that has funded state parks in Michigan since 1961. Through the program, motorists can pay a state-park access fee (\$12 annually) when renewing license plates. The program will primarily fund the maintenance and operations of MDNR properties; the MDNR will use a percentage for local park improvements as well.
- The Michigan Parks and Recreation Association's foundation provides "financial support to people and programs that work to enrich the health and well-being of all Michigan citizens through increased access to recreation and outdoor experiences," <https://www.mparksfoundation.org/>.

County-Level

Over 80% of Van Buren County respondents to the Growing Greener Survey conducted by MSU in 2009 indicated a willingness to pay some amount annually for greater conservation efforts throughout the county; nearly one third of these respondents would pay over \$25 per year and supported the following funding options – millages and user fees – by nearly 50% and 65%, respectively.

- Many Michigan counties levy a millage to fund parks, recreation and land preservation. Under 30% of respondents to the Growing Greener survey indicated opposition to a parks and recreation millage. A county-wide millage vote on a 0.25 mill for parks, recreation and land preservation could generate approximately \$750,000 a year.
- The Van Buren County Road Commission (VBCRC) previously funded operations and maintenance of the Kal-Haven and Van Buren trails and their adjacent campgrounds through

user fees. Since 2011 the Van Buren County Road Commission discontinued the user fee for the trail and contracted with the MDNR for trail maintenance. Growing Greener survey respondents were highly supportive of using user fees to fund parks and recreation resources, suggesting it may be a viable option for developing the County's parks and recreation offerings.

Other

- The Trust for Public Land has resources for federal-level funding options. More are at <http://www.tpl.org/>.
- The National Park Service, <https://www.nps.gov/subjects/partnerships/>
- The National Recreation and Park Association listing of grant opportunities, <https://www.nrpa.org/our-work/Grant-Fundraising-Resources/>
- The National Transportation Enhancements Clearinghouse, <http://ruraltransportation.org/national-transportation-alternatives-clearinghouse/>

Volunteers & Other Organizations

Volunteers in Van Buren County contribute an immense amount of time and effort to improve parks and recreation resources for Van Buren County's residents and visitors. This section briefly describes and lists contact information for organizations and coalitions in Van Buren County, southwest Michigan and around the State, that contribute to maintaining, promoting and developing recreation resources throughout the county.

- The **Friends of the Kal-Haven Trail ("the Friends")** is a non-profit (501(c)3) organization that works in cooperation with Van Buren County to expand and enhance the facilities of the Kal-Haven and Van Buren Trails, promotes the use of the trails through sponsored events and other promotional activities and performs other acts consistent with and complementary to the maintenance and operations of the trails.
 - **Website:** <https://kalhaven.org/>
- **Friends of Blue Star Trail** - In 2009, a group of stakeholders from Allegan and Van Buren counties came together to discuss the possibility of creating a non-motorized connection from South Haven to Saugatuck. The group included municipal representatives from the City of South Haven, South Haven Charter Township, City of Saugatuck, Village of Douglas, Ganges Township, Casco Township, and Saugatuck Township. The group has recently formed a Friends group and has established themselves as a non-profit organization. The Friends group is now seeking contributions for their project and is working with the Allegan County Road Commission in developing their vision of a non-motorized off-road shared use path along the roadway known as Blue Star Highway.
 - **Website:** <http://www.fotbst.org/>
- The **Two Rivers Coalition** is a citizen-based group working to protect the health of the Black- and Paw Paw-River watersheds (See Figure 8 for a map of Van Buren County's watersheds.) through conservation, education and advocacy.
 - **Website:** <http://tworiverscoalition.org/>

- **Boy Scout Troops** have completed Eagle Scout Projects on the North Point property – i.e. planting hundreds of trees, maintaining trails and installing erosion control measures.
- The **Bangor/South Haven Heritage Water Trail Association** is a volunteer group working to maintain a canoe and kayak trail encompassing 21 miles of the south branch of the Black River between the cities of Bangor and South Haven in Van Buren County. The association improves and promotes the water trail through newsletters, promotional events, outreach and river clean-up days. This group dissolved in late 2020 and the responsibilities for the water trail will be coordinated by the **South Haven/Van Buren County Convention and Visitors Bureau**.
 - **Website:** www.bangorsouthhavenwatertrail.org
- The **Van Buren County Conservation District (Van Buren CD)** “is a local agency established to coordinate and implement conservation and natural resource programs, in partnership with [local, state and federal] entities to provide valuable technical assistance, financial assistance and educational opportunities to the people of Van Buren County, Michigan.” Van Buren CD also serves as staff for the Van Buren County Land Preservation Board.
 - **Website:** <http://vanburencd.org/>

Organizations Beyond County Borders

Trails, greenways and protected lands provide many opportunities for cross-jurisdictional collaborations. The following organizations represent trail, greenway and conservation planning and organizational efforts at the regional and state levels that affect parks and recreational amenities in Van Buren County.

- The **Friends of the Kalamazoo River Valley Trail** partner with the Parks Foundation of Kalamazoo County and the Kalamazoo County Parks Department to provide programming to maximize the benefits of the Kalamazoo River Valley Trail, a planned 35-mile paved-asphalt trail throughout Kalamazoo County, connected to the Kal-Haven Trail.
 - **Website:** www.kalcounty.com/parks/krvt/
- The **West Michigan Trails and Greenways Coalition**, formed in 2000, is a non-profit group of donors, organizations and volunteers dedicated to developing non-motorized trails and greenways into a linked system that connects wilderness areas, parks, historic landmarks and cultural sites throughout west Michigan.
 - **Website:** www.wmtrails.org/
- The **Michigan Trails and Greenways Alliance** is a non-profit organization that fosters and facilitates the creation of an interconnected statewide system of trails and greenways for recreation, health, transportation, economic development and environmental/cultural preservation purposes.
 - **Website:** www.michigantrails.org

- Created in 1991 by area residents, the **Southwest Michigan Land Conservancy (SWMLC)** seeks to permanently protect the natural, historic and scenic landscapes to ensure the health and quality of life for the people of southwest Michigan through gifts, conservation easements, education, outreach, research, recreation and volunteer opportunities. As of October 2020, SWMLC owns 12 preserves encompassing 1,058 acres (it was 584.4 acres in 2011) and holds 11 conservation easements encompassing 924 acres (It was 135.3 acres in 2011) in Van Buren County. It also plays a direct role in the preservation of Van Buren County's natural resources, entering into an agreement with the Van Buren County Board of Commissioners to hold and enforce the conservation easement on the North Point property in December 2009. The SWMLC has a partial interest in and must approve any management or use proposal for the North Point property.
 - **Website:** www.swmlc.org
- The **Nature Conservancy** is an international organization which preserves the plants, animals and natural communities that represent the diversity of life on Earth by protecting lands and waters they need to survive. The Nature Conservancy owns three preserves in Van Buren County (Ross Coastal Plain Marsh in Covert Township, East Branch Prairie Preserve and the Paw Paw Prairie Fen Preserve both in Antwerp Township) totaling 2,556 acres. The Nature Conservancy also holds three conservation easements in Van Buren County totaling 166 acres.
 - **Website:** www.nature.org/
- The **Michigan Nature Association (MNA)** is a non-profit, conservation organization dedicated to protecting Michigan's exceptional natural habitats and extraordinary endangered plants and animals. The MNA has six preserves in Van Buren County with only two being open to the public (Bavicks Sand Dunes Nature Sanctuary (40 acres in Covert Township) and the Phillips Family Memorial Nature Sanctuary (79 acres in Hamilton Township)).
 - **Website:** www.michigannature.org/
- The **Michigan Audubon Society** “connects birds and people for the benefit of both through conservation, education and research efforts in the state of Michigan.”
 - **Website:** www.michiganaudubon.org/

School Districts, Public Agencies, Cross-Jurisdictional Coalitions and Private Entities

Resource-sharing and cross-border collaboration help provide a full set of recreation resources and programming to Van Buren County residents and visitors. In some neighborhoods and communities, school facilities (mapped in Figure 7) may serve as a primary recreation resource. The following include cross-jurisdictional planning coalitions and other efforts with significance for Van Buren County's recreation resources.

- As of 2010, the **South Haven Area Recreational Authority (SHARA)** is a collaboration between the City of South Haven, South Haven Charter Township, and South Haven School District in Van Buren County and Casco Township in Allegan County. The SHARA was initially established to provide the acquisition, construction, operation, maintenance and improvement of the land and facilities that may now or subsequently comprise the South Haven Area Recreational Park (SHARP). The SHARA is also established to acquire, construct, operate, maintain and improve

public parks and other purposes as may from time to time be authorized by Act 321 all within a specified jurisdictional limits of the cities, townships and villages that may be part of the SHARA.

- The **Van Buren Intermediate School District (Van Buren ISD) – Wildlife Habitat Project** is an educational initiative based around creating an outdoor learning environment to “enhance education, wellness and stewardship.” Educators, volunteers and students use a half-mile boardwalk in Lawrence Township on the Van Buren ISD Campus (open to the public year-round) as a learning site.

Section 4. Inventories

Van Buren County residents rely on a variety of recreational facilities throughout the county. These include parks, land and water trails, open spaces, golf courses, campgrounds, lake/river access points, etc. that are owned and maintained by cities, villages and townships, Van Buren County, the Michigan Department of Natural Resources (MDNR), and private entities, i.e. conservation/land trust organizations, “Friends” groups and private landowners.

County Owned Properties

At the time of this plan’s adoption, Van Buren County has no department dedicated explicitly to maintaining the County’s recreation resources. With input from County staff, minutes from the County Board of Commissioners’ meetings and other planning documents (i.e. Van Buren County’s Master Plan and local recreation plans.

Table 2 lists four recreational facilities that comprise the recreation amenities currently available at the County level. This plan uses the local and regional recreation and open space classification system that the Michigan Department of Natural Resources (MDNR) suggests (See Table 5 in the Appendix for an overview.). This classification system is widely used throughout the state and country.

Table 2. County Owned Properties, Van Buren County

Park Name	Acres	Type	Accessibility Rating*	Fee
North Point Conservation Area	17	Natural Resource Area	1	No
County (Courtyard) Park	0.70	Mini-Park	3	No
Van Buren County Fairgrounds	85	Special Use	3	Yes
Syndicate Park Dunes	20	Natural Resource Area	1	No

***Accessibility Rating** - The Michigan DNR provides the following measure of parks’ and recreational facilities’ accessibility:

1 = none of the facilities/park areas meet accessibility guidelines

2 = some of the facilities/park areas meet accessibility guidelines

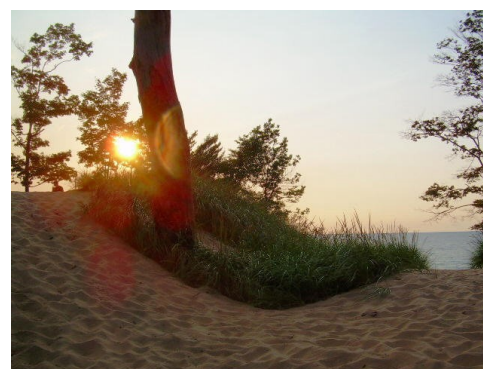
3 = most of the facilities/park areas meet accessibility guidelines

4 = the entire park meets accessibility guidelines

5 = the entire park was developed/renovated using the principles of universal design

North Point Conservation Area

North Point Conservation Area is a County-owned, 17-acre parcel on Lake Michigan that includes approximately 330 feet of Lake Michigan beach, forested critical dunes and wetlands. It abuts the lake just north of the Van Buren State Park. In 2020, this property was leased to the Michigan Department of Natural Resources for 20 years and is now considered part of Van Buren State Park and is accessed through the State Park. Since December 2009, this property also has a conservation easement on it held by the Southwest Michigan Land Conservancy.



Residents often refer to the North Point Conservation Area as the "old Boy Scout Camp," because Boy Scouts in southwest Michigan have used and maintained the property for generations. Several Boy Scouts have completed Eagle Scout Projects on the site – i.e. planting hundreds of trees, maintaining trails and installing erosion control measures.

County (Courtyard) Park

The County Park is a 0.7-acre mini-park in downtown Paw Paw adjacent to the Van Buren County courthouse. Features include an eight-foot wide sidewalk, markers denoting the four corners of the original 1840 county courthouse, a gazebo and four benches. Its most frequent users are Village of Paw Paw residents and visitors.



Van Buren County Fairgrounds

The Van Buren County Fair Board (Fair Board), a 501(c)3 corporation, leases approximately 85 acres from Van Buren County and has for the past 50 plus years. The Fair Board operates the Van Buren County Youth Fair on these grounds.

The Fair Board and volunteers have contributed to the development of a campground and buildings to supplement a “natural amphitheater” with hillside seating. In 2005, the fair board paved surfaces throughout the grounds to increase accessibility. Additional information on the Van Buren County Youth Fair can be found at: www.vanburenyouthfair.com/



Syndicate Park Dunes

Van Buren County owns over 20 acres of critical dune along Lake Michigan in South Haven Township in a subdivision called Syndicate Park. Most of this property was obtained through tax foreclosures. Due to erosion, Van Buren County worked with Southwest Michigan Planning Commission to secure a grant to restore the dune ecosystem. The grant was used to stabilize and slow down the advancing dune that was threatening neighboring residences, improve access to the beach while supporting protection of the restored dune, and to provide education on dune ecosystems. For more information visit <https://www.swmpc.org/syndicatepark.asp>.

Other Major Recreational Assets

Van Buren State Park

Van Buren State Park is comprised of 400 acres of land located along the Lake Michigan shoreline in northern Van Buren County. The focal points of the park are its high dune formations and one mile of sandy beach. Van Buren became a state park in May of 1965 when the original 167-acre plot was purchased from the Harry LaBar Drake family. Since then two other land purchases have been made to form the current park. The campground has 220 modern campsites, located approximately 400 yards from Lake Michigan.

Paw Paw River Water Trail

The 68 mile long Paw Paw River Water Trail begins in the Village of Paw Paw in Van Buren County. There are two impoundments (Briggs Pond and Maple Lake) in the village above the dam which can be paddled. The river portion of the water trail begins immediately below the Maple Lake Dam. The Paw Paw River then winds its way 66 miles through a large, wildlife rich floodplain forest corridor through Van Buren and Berrien Counties. Along the way, the river runs through or skirts the edge of the communities of Lawrence, Hartford, Watervliet, Coloma, and Riverside. Ultimately, the Paw Paw River joins the St. Joseph River in Benton Harbor, approximately one half mile from Lake Michigan. For more information visit www.pawpawriverwatertrail.org.

Bangor to South Haven Heritage Water Trail

This water trail is one of nine designated heritage water trails in Michigan, offering 15 interpretive signs along the Black River. There are two “family-friendly” sections on the water trail. The first is the upper three miles from Lions Park in Bangor downstream to County Road 687. The other is an eight-mile section from the Basic Family Access Site (County Road 384) to South Haven. The section between County Road 687 and the Basic Family Access (CR 384) is called the “wilderness section,” and paddlers can expect obstacles, major ones. For more information visit <http://www.bangorsouthhavenwatertrail.org>

Lake Michigan Water Trail

The southwest portion of the Lake Michigan Water Trail is from the Michigan/Indiana state line to Holland, Michigan. You will paddle along spectacular sand dunes, wilderness areas and quaint beach towns providing many opportunities to eat, shop, play and rest. Beach towns include New Buffalo, Bridgman, St. Joseph, Benton Harbor, South Haven, Saugatuck/Douglas and Holland. Visit <https://www.michiganwatertrails.org/trail.asp?ait=ctv&ctid=40> for more information.

Pure Michigan Trail Town – South Haven

In May of 2019, South Haven was one of the first four communities to be awarded the designation as a Pure Michigan Trail Town. The City of South Haven, the South Haven/Van Buren County Convention & Visitors Bureau, Van Buren County, the State Department of Natural Resources, the Southwest Michigan Land Conservancy and many other community groups, various trailfriends' groups and organizations have developed and promoted a vast network of trails in and surrounding the City of South Haven. In fact, South Haven serves as the confluence for fourteen formal trails, including the Kal-Haven Trail Sesquicentennial State Park, the Van Buren Trail State Park, the Bangor/South Haven Heritage Water Trail, the Maritime District Harborwalk Trail, U.S. Bicycle Route 35, Lake Michigan Water Trail Southwest, the Great Lakes Fisheries Heritage Trail, and several others. In addition to this Trail Town designation, the Kal-Haven Trail was awarded the designation of Pure Michigan Trail in February, 2020.

Many projects including trail development, signage and wayfinding, collateral material development and trail events have been executed over the past several years. Our community has committed to a long-term plan to continue to grow these trail assets, and to develop a cohesive marketing strategy to

promote our trails. Our plan also involved coordination with our community school system to develop educational components for local area children on trail appreciation and stewardship.

Other Resources in Van Buren County

In Van Buren County, there are many state and local inland lake public accesses

https://www.michigan.gov/dnr/0,4570,7-350-79119_79144_80285---,00.html

The only community pool available in the county is in South Haven located at the South Haven High School.

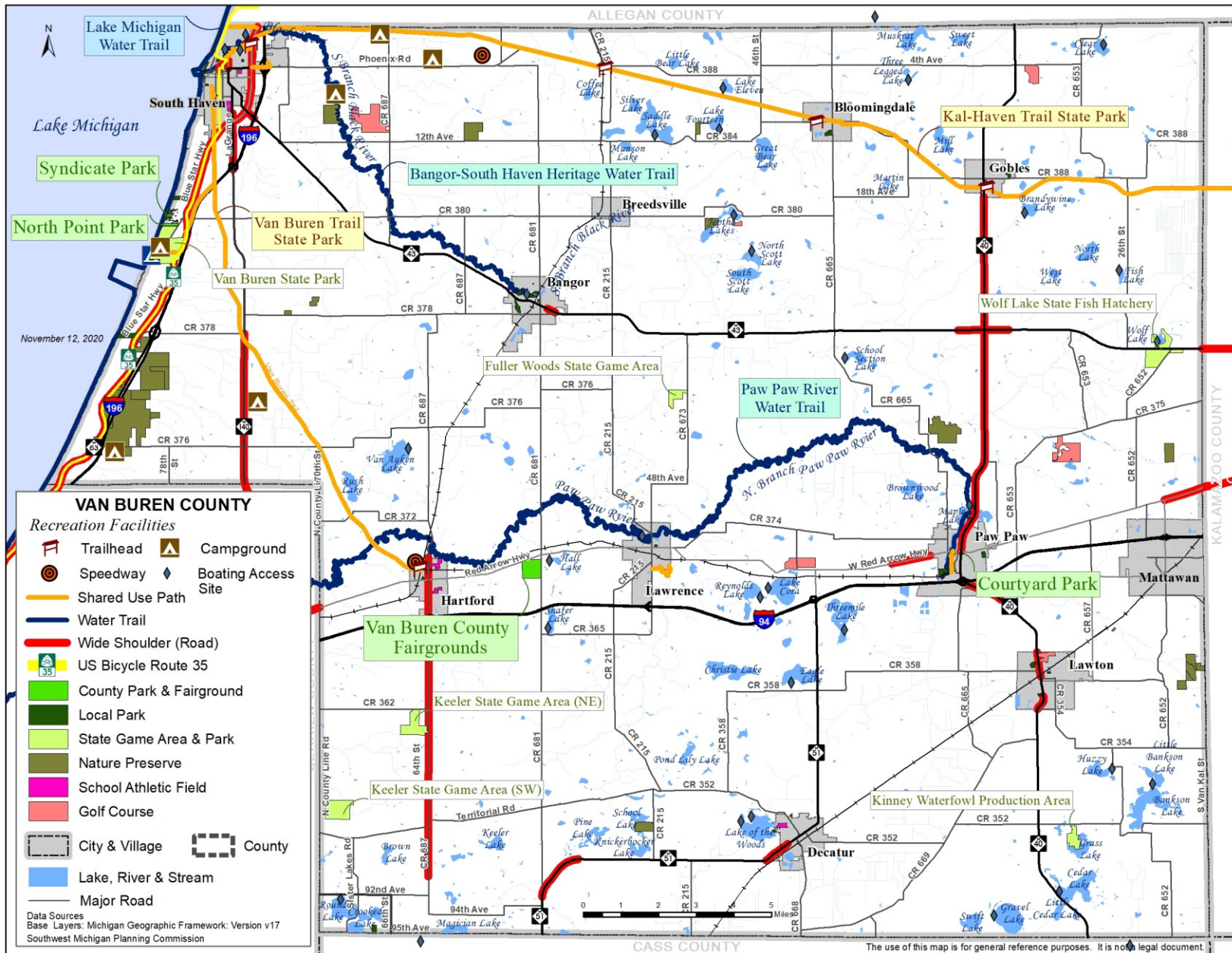
There are snowmobiling trails in Van Buren County (map found here

https://www.michigan.gov/som/0,4669,7-192-29907_29953_30000-31074--,00.html).

The MDNR has a Hunting Access Program for private lands in Michigan (a list of properties by county can be found here https://www.michigan.gov/documents/dnr/DNR_HAP_lands_list_439893_7.pdf), but currently there are no properties in Van Buren County enrolled in the program.

There are also many local recreation resources provided by cities, villages, townships and school districts available in Van Buren County.

Figure 7 (Map) Recreational Resources, Van Buren County



Non-Motorized Inventory

Recently, the Southwest Michigan Planning Commission completed a non-motorized plan for southwest Michigan which includes Van Buren and six other counties in Michigan Department of Transportation's southwest region. For this plan, on-road facilities are defined as paved shoulders with a minimum width of four feet and bike lanes with a minimum width of five feet. There are just over 568 miles of roads with non-motorized facilities (paved shoulders and bicycle lanes) in southwest Michigan. Often on-road facilities are easier to construct than off-road facilities because the road agency usually has all or most of the required right-of-way and would not need to purchase property, which can be a major expense.

A significant on-road non-motorized facility in the region is Blue Star Highway and M-63 which follows Lake Michigan in Allegan, Berrien, and Van Buren counties. There is an on-road four foot paved shoulder along this route and it also connects to the Kal-Haven and Van Buren Trails in South Haven. As Blue Star Highway travels south into Berrien County, it becomes M-63 (a state highway) which also has paved shoulders into St. Joseph.

There is also a paved shoulder from Paw Paw to Gobles on M-40. This facility connects Paw Paw with the Kal-Haven Trail. If the Fruitbelt Trail should ever come to be, there would be a "circular" trail throughout the County. Also, it helps connect the Lawton/Mattawan Trail to Kal-Haven in the absence of the Fruitbelt Trail.

In addition, many of the roads in southwest Michigan, where traffic is low (less than 2,500 average daily traffic count) and where sight distances are not problematic, offer important connections, especially in rural areas. In the seven-county region of southwest Michigan, there are over 2,260 miles of paved roads with average daily traffic (ADT) counts of fewer than 2,500 vehicles per day (364 miles in Van Buren County). This figure does not include many roads for which traffic counts are not available, so the number of miles is quite higher than reflected, especially in rural areas. These roads provide experienced bicyclists with many miles of biking opportunities in a shared-use configuration.

Table 3. Miles of Trail and Road Facilities in Southwest Michigan

County	On Road Facilities (paved shoulders/ bike lanes) (miles)	State Roads Average Daily Traffic less than 2,500 miles)	Other Roads Average Daily Traffic Less than 2,500 (miles)	Off Road Improved Shared Use Paths (miles)
Berrien	90	10	446	17
Branch	29	13	269	5
Calhoun	107	14	277	40
Cass	54	9	324	2
Kalamazoo	201	0.3	180	75
St. Joseph	40	7	347	2
Van Buren	47	0	364	35
Total	568	53.3	2,207	176

There are 176 miles of off-road improved and 29 miles of unimproved non-motorized facilities in the region. Van Buren has 13 miles of unimproved trail (Van Buren Trail State Park) and 35 miles of improved (Kal-Haven Trail). Kalamazoo County is the leader in the region with 75 miles of off-road improved facilities.

Van Buren County has a portion of the **US Bicycle Route 35**. The U.S. Bicycle Route System is a national network of regionally and nationally significant bicycling routes spanning multiple states. The purpose of the US Bicycle Route numbering system is to facilitate travel between states on routes identified as suitable for long-distance cycling and for those comfortable riding with traffic. US Bicycle Routes can include a variety of conditions and traverse various facility types including shared use trails, paved shoulders, no paved shoulders, etc. **US Bicycle Route 35** is a 500-mile route that runs from Indiana through Michigan to Sault Ste. Marie, Canada, generally following the Lake Michigan shoreline and through the eastern Upper Peninsula. While some portions of US Bicycle Route 35 are signed, users should not rely solely on signs for navigating the route.



Great Lake to Lake Trail Route #1 - Formerly known as the Airline Trail, this trail system will be 270 miles and go through 34 towns, 42 townships and nine counties from South Haven to Port Huron. The trail utilizes 16 existing trail systems. In the Southwest Region it utilizes the Kal-Haven Trail State Park, Kalamazoo River Valley Trail, Battle Creek Linear Park, Calhoun County Trailway and the Albion River Trail. For more information visit <https://greatlaketolaketraills.org/>.



Kal-Haven Trail State Park

The Kal-Haven Trail, which opened in 1991, is a 33.5-mile linear multi-use greenway that links Kalamazoo, with over 70,000 residents, to South Haven, the largest city in Van Buren County with a population of 4,403 according to 2010 U.S. Census.

The trail is built on the abandoned Kalamazoo & South Haven Railroad route. The MDNR purchased the right-of-way to the



route in 1987 and eventually converted the railroad bed to a trail with a limestone/slag surface. Non-motorized bicyclists and hikers regularly use the trail, as do snowmobilers (Snowmobiling is permitted on the trail when there is a 4" snow base.); there is also an adjacent equestrian trail. The Kal-Haven Trail is the first leg of the Great Lake to Lake Trails system in Michigan and is considered Route #1 connecting South Haven to Port Huron.

For several years, Van Buren County assisted the MDNR with trail maintenance. That is no longer the case. In the past, user fees had funded a substantial portion of maintenance and operations for the trail (along with the Van Buren Trail). As of the MDNR's 2011 fiscal year, however, there will be no fee for trail use. Van Buren Public Transit operates a shuttle service for trail users and their bicycles for a small fee. Parking is available in South Haven (94 spaces), Kalamazoo (89 spaces) and along the trail at 6th street (20 spaces), near the City of Gobles (15 spaces) and near the Village of Bloomingdale (20 spaces). More information on the Kal-Haven is available online here:

<https://www2.dnr.state.mi.us/ParksandTrails/Details.aspx?id=353&type=SPTR>.

Van Buren Trail State Park

The Van Buren Trail is a 14-mile, linear, multi-use trail that links two cities in Van Buren county: South Haven (4,403 residents according to the 2010 U.S. Census) and Hartford (2,668 residents according to the 2010 U.S. Census estimates). The trail's width varies from 10 to 18 feet and its surface is undeveloped ranging from rough ballast stones to long sections of sand, to a grassy two-track. Many mountain bikers and equestrian riders use the trail. It runs through open farmland, blueberry fields, dense brush and wooded areas, and crosses the Paw Paw River north of Hartford. The MDNR is currently conducting a feasibility study to improve the surface of the Van Buren Trail State Park. Parking is available in Hartford (an unpaved grass lot contains space for an estimated 30 cars.) and in South Haven (a wide, unpaved area off of the trail at Lovejoy Avenue contains space for approximately 15 cars.) More information on the Van Buren Trail can be found at <https://www2.dnr.state.mi.us/ParksandTrails/Details.aspx?id=354&type=SPTR>.



The following non-motorized network gaps were identified for Van Buren County in the 2021 MDOT Southwest Region plan. This is a list of local/regional efforts to expand non-motorized opportunities in the county. The list of on-road (shoulders/bike lanes) and off road network priorities were identified through public input and from local planning efforts. These are not listed in any order.

Blue Star Trail - In 2009, a group of stakeholders from Allegan and Van Buren counties came together to discuss the possibility of creating a non-motorized connection from South Haven to Saugatuck. The Friends group is seeking contributions for their project and is working with the Allegan County Road Commission in developing their vision of a non-motorized off-road shared use

path along the roadway known as Blue Star Highway. Information can be found by visiting their website at <http://www.fotbst.org/>

M-40 Corridor - Three sections along M-40, in the Village of Lawton and Paw Paw, and heading north out of the Village of Lawton, need a facility.

Fruitbelt Trail - This route follows a railroad from Hartford to Paw Paw making an important east – west connection.

Antwerp Township Regional Trail – This route along I-94 between Paw Paw and Mattawan is an important east-west connection.

On-Road Network Priorities:

- 95th to CR 690 – Sister Lakes Trail Head
- CR 690 from 95th to M-152
- M-152 (92nd Ave.) from CR 690 to CR 687
- CR 687 from 92nd Ave to 90th Ave
- CR 681 – Kal-Haven Trail to Bangor
- M-43 – South Haven to Bangor
- M-40 – Lawton to Paw Paw
- M-51 – Decatur to I-94

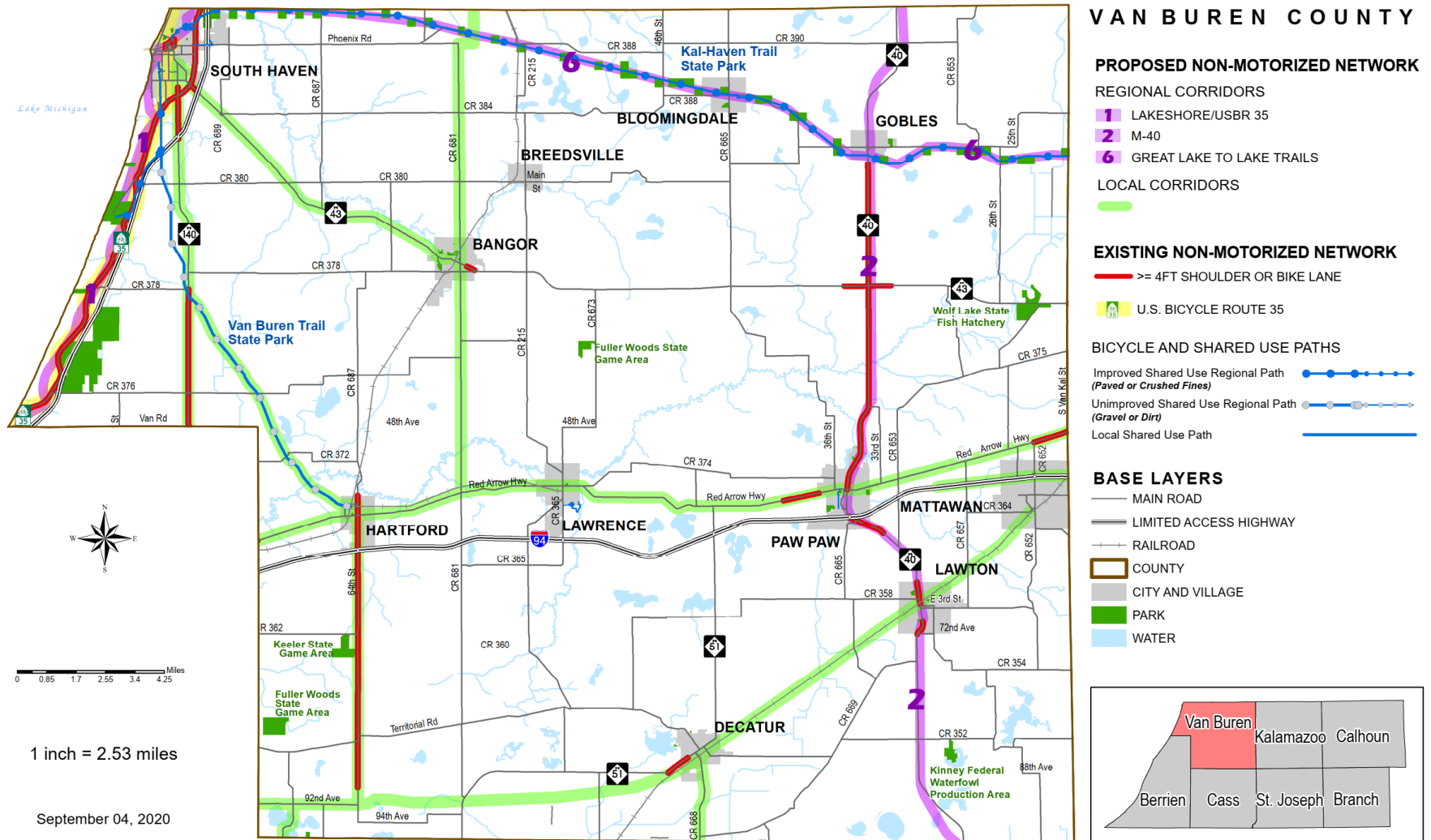
Off-Road Network Priorities:

- Fruitbelt Trail – Hartford to Paw Paw
- N. Van Kal Street
- Antwerp Regional Trail – Paw Paw to Mattawan
- Pave the Van Buren Trail – Van Buren State Park to Hartford
- Blue Star Trail

Other Priorities:

- Single track at Van Buren Street Park
- M-40 – Lawton to Gobles – the rumble strips make the paved shoulders too narrow

Figure 8 (Map) Existing and Planned Non-Motorized Facilities



Natural Resource Inventory

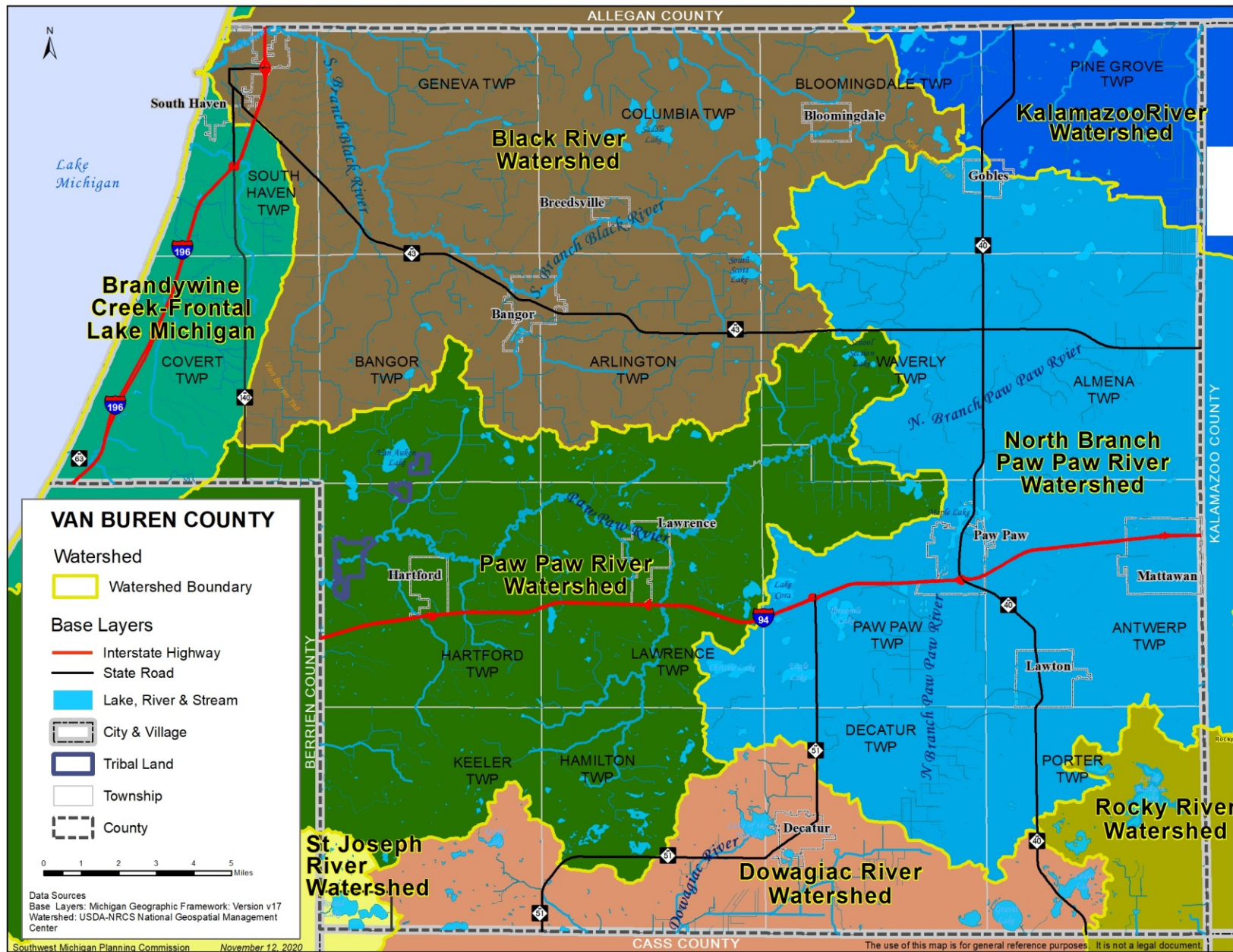
As a county within the Great Lakes basin, Van Buren County's natural environment was largely formed by glaciers thousands of years ago. Its soils, topography and especially its hydrology influence the ways in which residents and visitors recreate and use land throughout the county.

Soils. A variety of soils in the county (dry & wet, well-draining and poorly-draining) are well-suited for agricultural production. The last soil survey in Van Buren County was published in 1986; see <https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/> for more information.

Topography. Van Buren County's highest elevation (1,060 feet above sea level) is in Antwerp Township. Much of the County's topography ranges from knobby ridges and basin-like depressions (from three glacial moraines -- Kalamazoo, Valparaiso and Lake Border), to gentle slopes and flat bottomland near river flood plains.

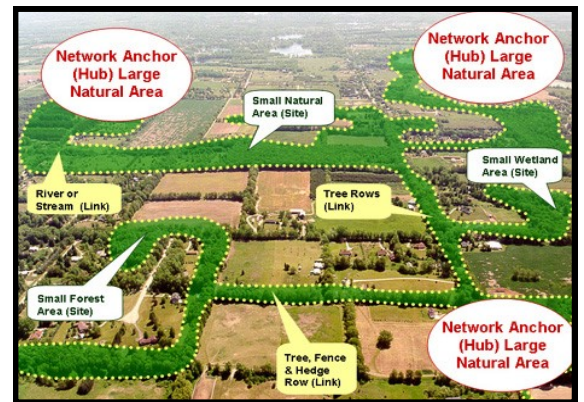
Hydrology. The entire county is within the Lake Michigan basin. The Van Buren County hydrologic system mostly falls within three major watersheds -- the Paw Paw River, which drains almost two-thirds of the county; the Dowagiac River, flowing southwesterly into Cass County; and the Black River, which drains the northwestern portion of the county. A very small area in the northeast corner of the county drains to the Kalamazoo River Watershed. Both the Paw Paw and Dowagiac Rivers are tributaries of the larger St. Joseph River Watershed which empties into Lake Michigan in St. Joseph, MI. Groundwater, surface water features (lakes, rivers, streams and ponds) and wetlands comprise these watersheds. The county's largest water feature is the 20 miles of Lake Michigan shoreline, which borders its western edge.

Figure 9 (Map) Watersheds, Van Buren County



Van Buren County is blessed with many natural features including sand dunes, beaches, forests, wetlands, and endangered species habitat. The county also enjoys the benefits of an extremely diverse local agricultural economy. Figure 10 is a map of potential conservation areas in Van Buren County. This map was developed by the Michigan Natural Features Inventory and shows areas in the County which are dominated by natural vegetation that have various levels of potential for harboring high quality natural areas and unique natural features. More information on the model used to develop this map can be found at www.swmpc.org/swmi.asp.

The following maps show critical dunes in Van Buren County as designated by the State of Michigan and wetlands. Sand dunes and wetlands are extremely important for animal and plant diversity. These resources are also important for protecting the shoreline and water quality.



Green infrastructure is an interconnected network of public, private, and working lands with assets such as large natural areas called hubs (vineyards, orchards, farmlands, wetlands, forests, parks, beaches) connected by rivers corridors, tree lines and trails.

Figure 10 (Map) Potential Conservation Areas in Van Buren County (2007)

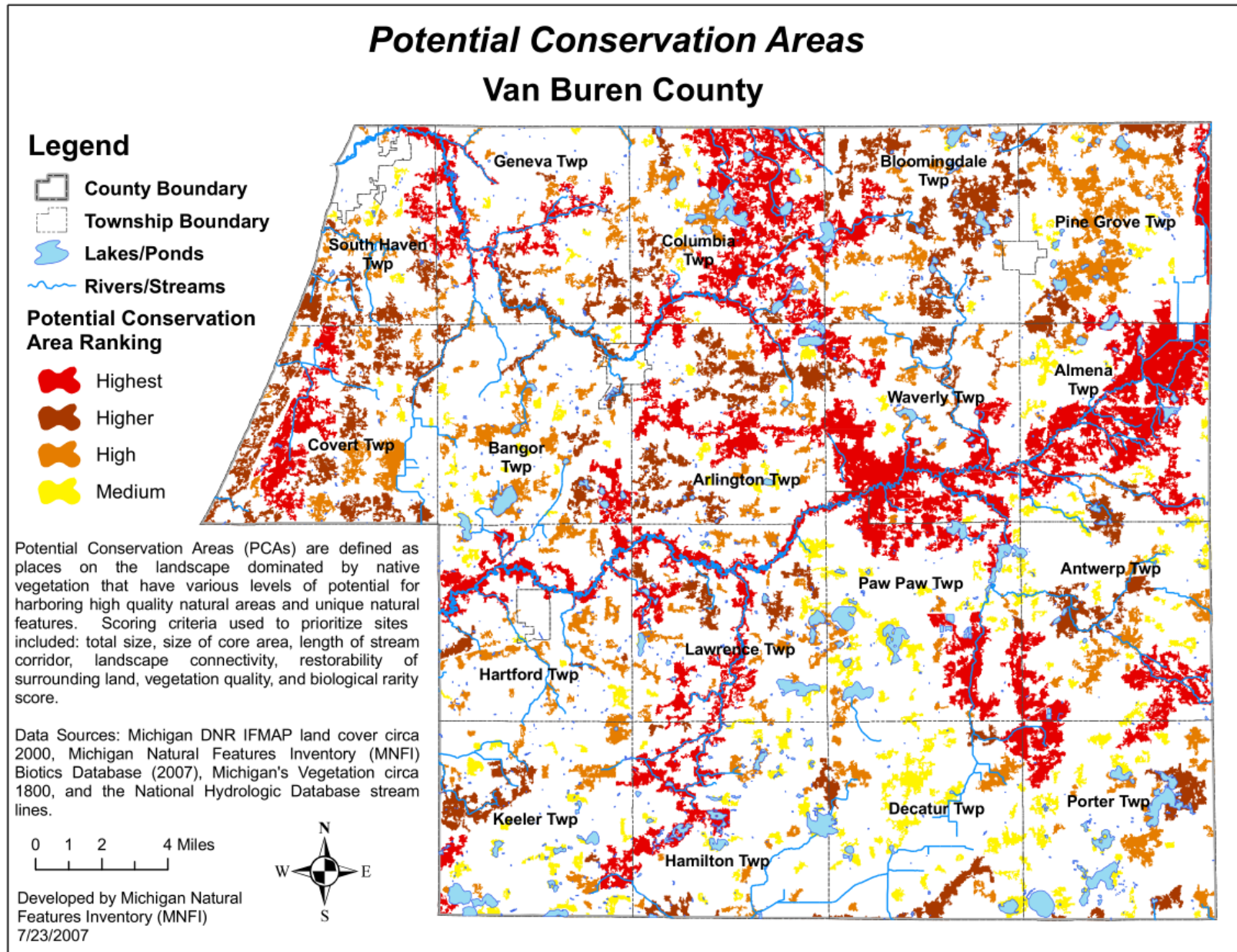


Figure 11 (Map) Critical Dunes, Van Buren County

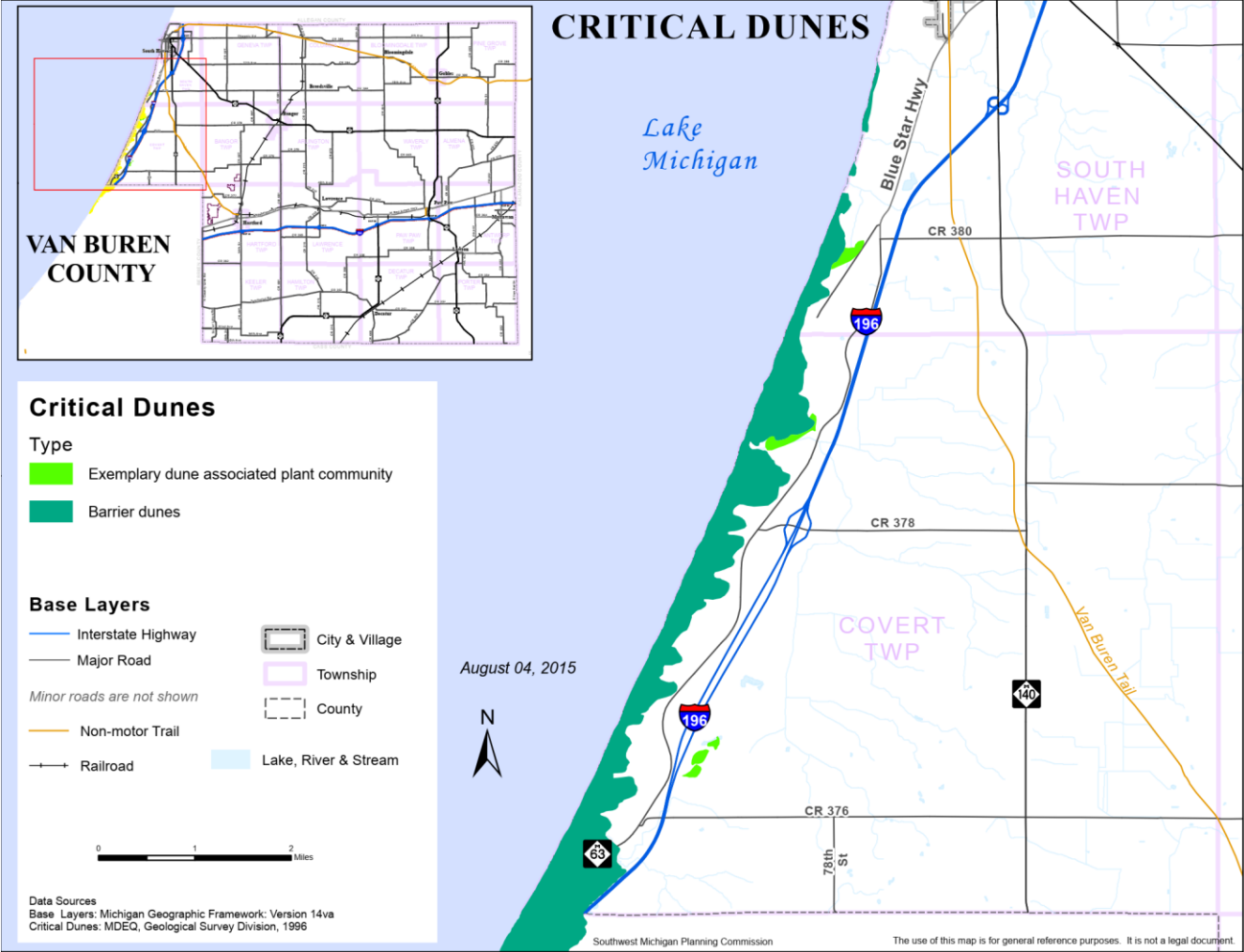
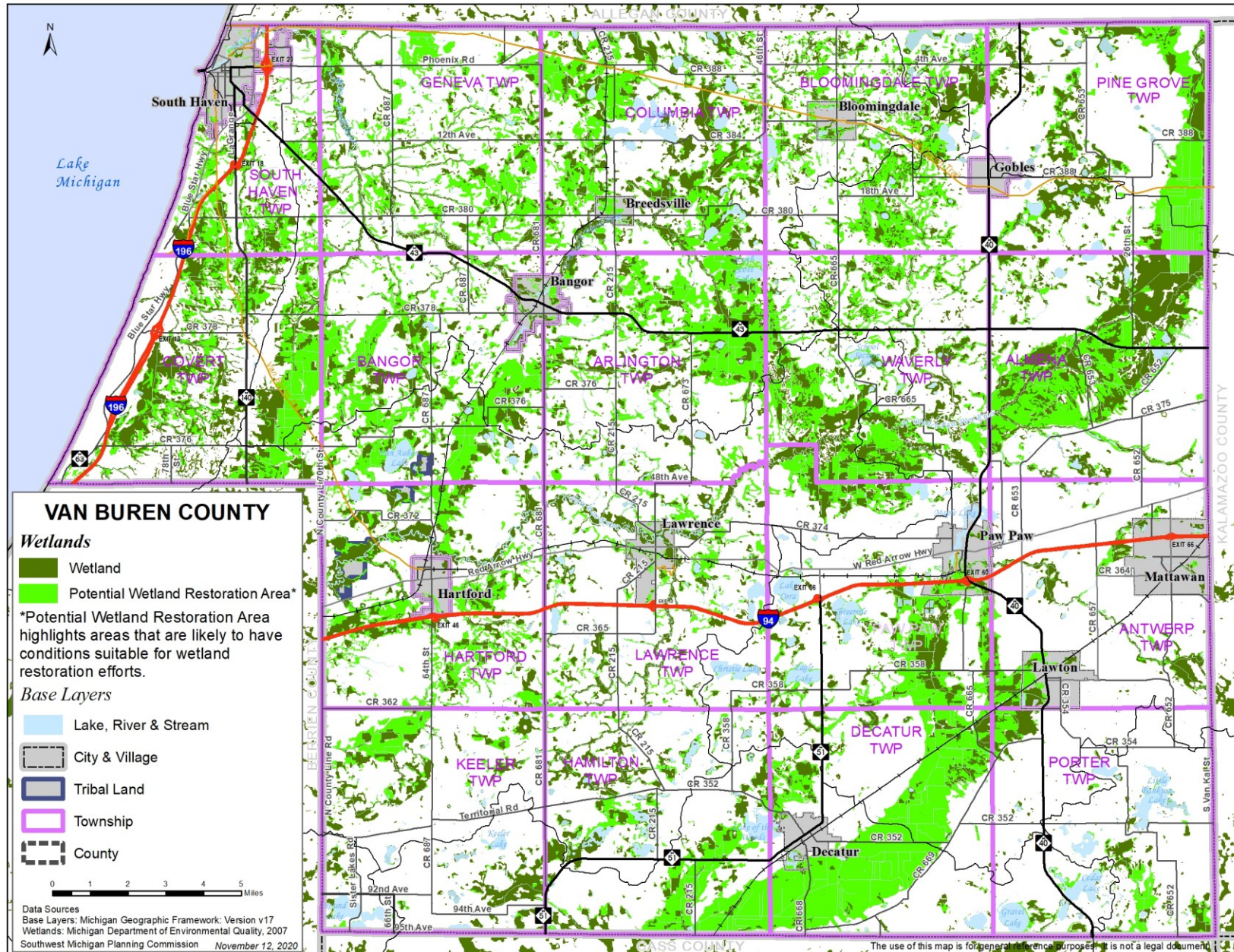


Figure 12 (Map) Wetlands, Van Buren County



MDNR Grant Inventory

None of the county facilities in this recreation inventory have been funded via the Michigan Natural Resources Trust Fund as of the end of 2020. Since the Trust Fund's establishment in 1976, Van Buren County has received a total of \$15,775,700 to fund acquisitions and developments projects. Table 4 provides an overview of these projects.

Table 4. Michigan Natural Resources Trust Fund Grants Awarded in Van Buren County | 1976-2020

City of South Haven	South Shore Recreation Area	600,000	Acquisition
DNR - Parks and Recreation Division	Covert ORV Use Area	300,000	Acquisition
City of Bangor	Bangor Park	61,500	Acquisition
DNR - Wildlife Division	Lane Lake Acquisition	340,000	Acquisition
DNR - Parks and Recreation Division	Amicus Corp.-Van Buren SP	2,200,000	Acquisition
DNR - Wildlife Division	Mentha State Game Area	2,500,000	Acquisition
Village of Paw Paw	Community Park Development	169,900	Development
City of South Haven	Dyckman and Packard Beach	84,000	Development
City of Bangor	Black River Heritage Trail and Boardwalk Project	252,800	Development
South Haven Township	Deerlick Creek Park Acquisition	1,000,000	Acquisition
City of Bangor	Veterans Park and Kiwanis Park Additions	37,800	Acquisition
City of South Haven	South Beach Improvements	250,000	Development
City of Hartford	Ely Park Improvement	29,600	Development
City of South Haven	Elkenburg Park Improvements	254,800	Development
City of South Haven	South Beach Park Extension Acquisition	665,000	Acquisition
City of South Haven	Van Buren Trail Connection Development	217,400	Development
DNR - Wildlife Division	Porter Township SGA Land Initiative	1,800,000	Acquisition
DNR - Fisheries Division	Wolf Lake Fish Hatchery Development	295,000	Development
DNR - Parks and Recreation Division	Paw Paw to Hartford Multi-use Trail Partnership	750,000	Acquisition
South Haven Area Recreation Authority	Pilgrim Haven Development Project	50,000	Development
City of South Haven	North Beach Park Improvements	300,000	Development
City of South Haven	Black River Park Skid Pier Replacement	37,500	Development
South Haven Area Recreation Authority	14th Avenue Parcel Acquisition	300,000	Acquisition
South Haven Area Recreation Authority	Pilgrim Haven Development Project Phase II	100,000	Development
DNR - Michigan Historical Center	Kal-Haven Trail Interpretation Project	46,300	Development
City of South Haven	Black River Park Skid Pier Replacement	37,500	Development
City of South Haven	South Haven Splash Pad	300,000	Development
DNR - Wildlife Division	Cornish SGA Acquisition	534,600	Acquisition
South Haven Area Recreation Authority	Pilgrim Haven Natural Area - Royle Addition	2,262,000	Acquisition

Section 5. The Planning Process

The planning process for the Van Buren County Parks & Recreation Plan began in the summer of 2020. It consisted of establishing a scope of work for the plan, an analysis (data-gathering) and assessment (public input and opportunity exploration) phase.

A profile of the County's assets (its natural and physical features and the characteristics of its residents), the County's administrative structure and other elements that are unique to Van Buren County was compiled. Preceding sections illustrate these findings.

The assessment phase began in late summer 2020. The current recreational assets in Van Buren County were researched and summarized. Input was gathered from the County Planning Department, the County Administration, the Van Buren County Convention and Visitor's Bureau and the Van Buren County Road Commission.

Public Input

Van Buren County residents and other interested parties informed this plan through an online survey offered from October 13, 2020 to November 13, 2020. Below is a summary of survey results and detailed survey results can be viewed in the Appendix.

- 317 responses to the survey.
- 78% respondents were full time residents; 4% second home owner and 7% lived outside the county (most lived in neighboring counties or worked in Van Buren County).
- Responses were received from all 29 municipalities.
- Most respondents were 41-60 years of age (40%); 36% were over 61 years of age and 24% were 19-40.
- 89% of respondents think recreational opportunities attract residents and tourists for a positive economic impact and 96% think it enhances quality of life in Van Buren County.
- The recreational opportunities that are much more needed are nature preserves/conservation areas, hiking, youth activities, inland lake beaches, canoe/kayak launches, senior activities, paved multi-use trails and concerts.
- The recreational activities that are not currently offered in Van Buren County and respondents would like to see are trails (21%); water trail/access sites (7%); atv trails (7%), dog park (4%).
- If the Phoenix Road Black River Heritage Water Trail site is improved, respondents would like to see the following amenities: bathrooms (34%), safe parking, accessible launch, picnic/grill area, and signage. Other ideas included bike rack, trash and recycling bins, boat wash station, drinking water and storage lockers.
- For County Park in Paw Paw, desired improvements include more benches/covered seating, more picnic areas, lighting in warmer months and a playground.
- For the County Fairgrounds, more events/concerts was the most desired improvement. Other improvements include bathrooms, septic system, parking, showers and more paved pathways.
- For North Point, even though now managed by the MDNR, the desired improvements include trail signage (including interpretive), bathrooms and improved parking.
- For Syndicate Park Dunes, desired improvements include parking and signage.
- For accommodating respondents with disabilities, the following was identified: more wheelchair access especially for the beaches. Other ideas included accessible swings, dedicated parking and trees for shade.

- For last comments about recreation in Van Buren County, 12% of respondents want to see more trails and paved shoulders.

In person workshops/sessions were not possible because of the COVID-19 pandemic. However, in June 2019 SWMPC held a county-wide workshop for the MDOT-funded seven-county non-motorized map and plan for southwest Michigan in Lawrence, Michigan to gather input on non-motorized facilities in the county and region.

The input from these efforts were utilized to update the goals and action plan.

Plan Adoption Process

After recommendation of approval from the County Planning Commission on December 16, 2020, the Van Buren County Board of Commissioners set a 30 day public comment period from December 14 through January 26, 2021 and held a public hearing on January 26, 2021. During the comment period, the draft plan was available on the Van Buren County (www.vbco.org) website and available at the County Administration Building. This plan was adopted on January 26, 2021 by the County Board of Commissioners. Adoption related documentation can be found in the Appendix.

Next Steps

Parks and recreation planning in Van Buren County is a developing process. This plan performs two functions:

- Provides guidance for capital improvements affecting parks & recreation throughout Van Buren County; and
- Provides a toolkit for a new board focused on parks and recreation maintenance, operations and planning to develop baseline knowledge about:
 - the County's current recreation resources and inventory;
 - municipalities' recreation resources, inventory, planning and priorities; and
 - County residents' priorities for parks and recreational facilities in Van Buren County.

Section 6. Action Plan

The following pages present a twofold strategic plan for developing Van Buren County's recreation and open space resources. This twofold approach grew out of the planning process, during which it became clear that while the County sought to improve its recreation offerings through capital improvements, it also needed to develop an internal strategy to help shape a unified County-level approach to parks and recreation.

Goals & Objectives

This sub-section lays out prioritized objectives that fall under the following six goals. Objectives under each of the goals are prioritized based on input from both the public and county staff and elected officials. The following six goals fall loosely in order from highest to lowest priority.

1. Preserve and enhance the recreational facilities Van Buren County currently owns, leases and maintains.
2. Leverage resources and relationships between partners to develop and acquire new land for parks, recreation and open spaces where applicable.
3. Encourage universal access to both County- and municipality-owned and maintained park and recreation facilities in Van Buren County.
4. Explore the creation of a park and recreation department to manage the County's recreation facilities and future programming and manage/implement this recreation plan.
5. Maintain and promote a comprehensive inventory of the countywide park and recreation system — including parks, preserves and recreation facilities owned and operated by Van Buren County, its 29 municipalities, the State of Michigan and private entities.
6. Provide structured support for individual municipalities' recreation planning efforts, encouraging collaboration both within Van Buren County and beyond its borders.

This sub-section provides a capital improvement plan for the two facilities that currently fall under Van Buren County's management. This plan prioritizes suggested improvements for the County's recreation properties based on public input. Future amendments to this plan may choose to further prioritize and add to these suggested capital improvements. Individual improvements fall under the following prioritizations:

- Three Stars (***) → higher priority
- Two stars (**) → mid-level priority
- One star (*) → less-immediate priority
- Hash sign (#) → started or completed

Goal 1 | Preserve and enhance the recreational facilities Van Buren County currently owns, leases and maintains.

Objective	Priority
Adequately maintain and operate the County's recreational facilities	***
Maintain properties' low impact on the environment and surrounding land uses	***
Encourage connectivity between facilities and natural areas with non-motorized connections	***
Improve access (for all residents, pedestrians, bicycles and automobiles where applicable) to all facilities	**
Consistently engage local residents regarding the impact of recreational facilities on surrounding land uses and quality of life	**
Encourage year-round use of the County's recreation facilities	**

Under this goal, the two top priorities speak to some of the most basic functions of a county parks and recreation system:

(1) Adequately maintain and operate the County's recreational facilities. This is perhaps the most basic goal of the County in terms of park and recreation planning. Through adequately maintaining and operating its current recreational facilities, the County can establish its role as a recreation resource provider.

(2) Maintain properties' low impact on the environment and surrounding land uses. Public sentiment in Van Buren County leans heavily toward identifying and preserving the County's natural features. This importance placed on existing natural infrastructure and its benefit to residents' quality of life should factor into the way the County preserves and enhances its current recreational facilities. This might include engaging in low-impact maintenance and operations practices or consulting surrounding land owners when considering significant changes on County property.

Goal 2 | Leverage resources and relationships between partners to develop and acquire new land for parks, recreation and open spaces where applicable.

Objective	Priority
Inventory all County-owned property and designate appropriate properties as "priority" recreation properties based on recreational needs and desires of the community and the natural resource inventory	***
Annually inventory all tax-foreclosed properties adjacent to current County-owned/operated and locally owned/operated parkland, preservation land and recreational facilities; explore the feasibility of acquiring land for recreation purposes	***
Partner with non-profits, municipalities and others to secure land for recreation and to improve recreational opportunities.	***
Explore funding structures at the County level for land acquisition, development and maintenance of recreational areas	*

A number of private and/or non-profit organizations along with the County's Land Preservation Board currently work to preserve open space and farmland in Van Buren County. These include the Van Buren County Conservation District, the Southwest Michigan Land Conservancy, the Michigan Nature Association and The Nature Conservancy. Many private landowners preserve open space in Van Buren County through conservation easements, purchase of development rights (PDR) programs and Michigan's Farmland and Open Space Preservation Act (P.A. 116).

Further, municipalities can direct new development to existing village and city centers and preserve the surrounding natural features and farmlands in the county. The maps in the natural resources inventory section can be used as a guide to understand where the most important remaining natural lands are located.

Goal 3 | Encourage universal design for both County- and municipality-owned and maintained parks and recreation facilities in Van Buren County.

Objective	Priority
Encourage cities, villages and townships to incorporate universal design standards in their recreation plans and provide universal access to recreational amenities	***
Provide for universal access at county owned recreation amenities	**
Explore options for adopting and enforcing countywide signage guidelines for (a) wayfinding and (b) marketing points of interest near recreation amenities	*

Ensuring that all Van Buren County residents are able to access park and recreation resources is part of a healthy parks and recreation system. Many local and state parks and recreation departments are moving toward developing and updating facilities with universal access. Additionally, "Universal Access" is one of the Michigan State Comprehensive Outdoor Recreation Plan's (SCORP's) priorities.

Per a 2006 Michigan Department of Natural Resources (MDNR) article, the term Universal Access refers to "'more than just making a facility wheelchair-friendly . . . [it] goes beyond just mobility issues and associated features to incorporate technology, materials and design considerations that provide for all people in any case of a mobility, sight, hearing or mental disability.'" Some useful resources for considering accessibility in parks and recreation planning:

- The National Park Service Harpers Ferry Center, <https://www.nps.gov/subjects/hfc/>
- Massachusetts Department of Conservation and Recreation's Universal Access Program, <https://www.mass.gov/orgs/universal-access-program>
- The National Center on Accessibility, www.ncaonline.org
- The Principles of Universal Design from the Center for Universal Design, see Appendices, www.ncsu.edu/www/ncsu/design/sod5/cud/about_ud/udprinciplestext.htm

Universal design refers to broad-spectrum ideas meant to produce buildings, products and environments that are inherently accessible to both people without disabilities and people with disabilities.

The term "Universal design" describes the concept of designing all products and the built environment to be aesthetic and usable to the greatest extent possible by everyone, regardless of their age, ability, or status in life.

Further, public input in the recreation planning process in Van Buren County indicates county residents' strong desire to integrate land-use planning and open-space preservation with the County's recreation planning to ensure the protection of high quality natural features.

Goal 4 | Explore the creation of a parks and recreation department to manage the County's parks and recreation facilities and future programming and manage/implement this recreation plan.

Objective	Priority
Assemble an advisory board comprised of community members, staff, etc. to work with a Parks and Recreation Commission (currently the Board of Park Trustees, which has limited jurisdiction) in its implementation of the plan	***
Convene planning commission/road commission staff to discuss the best approach to effectively build park & recreation commission capacity and implement this plan.	*
Begin holding regular meetings of a Parks and Recreation Commission (currently the Board of Park Trustees, which has limited jurisdiction) using the parks & recreation plan to guide meeting agendas	*

Goal 4 of this plan supports the potential formation of a parks and recreation department to consolidate County-level parks and recreation efforts, including the implementation of this plan. Under this goal, the highest priority objective suggests that the County assemble an advisory board comprised of community members, staff and others to work with the park & recreation commission in its implementation of the plan. This advisory board could assist with the implementation of this plan and any amendments over the next five years.

Goal 5 | Maintain and promote a comprehensive inventory of the countywide parks and recreation system — including parks, preserves and recreation facilities owned and operated by Van Buren County, its 29 municipalities, the State of Michigan and private entities.

Objective	Priority
Present an annual report detailing changes with recreation amenities in Van Buren County to Board of Commissioners	**
Comprehensively promote all recreation facilities throughout the County	**
Create a database of the current recreation facilities/resources inventory and perform a survey of changes, plans and updates at the local level. Include spatial data with these updates for GIS analysis	*

The process should be a proactive one where the county often reminds municipalities and others to send updates. Email reminders once or twice a year would be appropriate. A base inventory of local recreational assets was included in the 2011 plan, but not in this update. This base inventory can serve as starting point for a county-wide inventory along with the information on county and other significant recreational resources detailed in this plan.

Goal 6 | Provide structured support for individual municipalities’ recreation planning efforts, encouraging collaboration both within Van Buren County and beyond its borders.

Objective	Priority
Provide municipalities with baseline asset information to inform their recreation planning processes	***
Encourage local municipalities to engage the County planning commission at both the beginning and end of the recreation planning process	***
Establish a process to reach out to elected officials on a regular basis	**
Encourage individual actors to collaborate on non-motorized recreation and transportation planning processes	*

The objectives under this goal speak to the need for outreach at the County level. The two high-priority objectives under this goal are:

(1) Provide municipalities with baseline asset information to inform their recreation planning processes. The Planning Commission can suggest that cities, villages and townships review (a) the county-wide park inventory from the County’s 2011 Recreation Plan, (b) a county-wide inventory of “plentiful prime natural areas” (see natural resource inventory for maps of Van Buren County’s key potential conservation areas) (c) a measure of how recreation resource standards measure against current provisions (i.e. “acres per capita” measures) and other information as part of the information-gathering stage of their own recreation planning processes.

(2) Encourage local municipalities to engage the County planning commission at both the beginning and end of the recreation planning process. Van Buren County’s 29 municipalities are currently required to submit draft (or completed) recreation plans to the County Planning Commission. In keeping with this objective, the body in charge of parks and recreation might consider adding an additional step to this process, such as requesting notification at beginning of the plan development process (this notification is currently required by state law for the master planning process). Further, the County Planning Commission when sending correspondence regarding Master Plan updates could also include a reminder to let the County know if any recreation plans are being updated soon or currently.

Recreation Capital Improvements

The following capital improvements serve as guidelines for the facilities that are currently operated and managed by Van Buren County as parks & recreation properties.

County (Courtyard) Park

Project	Estimated Cost	Priority
Add more benches and covered seating	\$5,000	**
Add picnic areas with phone charging stations	\$10,000	**
Provide lighting in the warmer months	\$15,000	*
Add a playground with accessible swings.	\$30,000	*

Syndicate Park Dunes

Project	Estimated Cost	Priority
Provide parking for hiking and beach access opportunities	\$3,500 (using existing county property)	**
Install more signage about the unique natural resources.	\$3,000	**

Even though the County Fairgrounds and North Point are managed by other entities, the survey respondents desired the following improvements to these facilities.

County Fairgrounds: More events/concerts, improved bathrooms, septic system, parking and shower facilities.

North Point: trail markers, historical signage, bathrooms and parking.

General Capital Improvements (Not Necessarily Tied to a Specific Property)

There is an increased awareness that coordination and cooperation is needed to provide exceptional recreational opportunities in Van Buren County. Also, many recreational resources such as land and water trails traverse through several local municipalities requiring a coordinated effort to provide and develop these resources. With this county-wide recreation plan, the County will be in a position to partner with local municipalities and other entities to

purchase property and develop additional recreational opportunities for county residents and visitors.

There is a strong desire for more non-motorized opportunities. Currently, groups are working on these major connections:

Blue Star Trail connecting South Haven (Van Buren and Kal Haven Trails) to Saugatuck and beyond.

Antwerp Township Trail connecting Mattawan to Paw Paw.

Fruitbelt Trail connecting Hartford to Paw Paw.

There are also several roads that could be improved with 4 foot shoulders or bike lanes to make important connections for walking and biking throughout the county. See a list of priority roads in the non-motorized inventory section.

A current project is to improve the Phoenix Road Black River Heritage Water Trail access site. The access site could include the following amenities: parking with dedicated accessible parking spaces, bathrooms, an accessible launch, picnic/grill area, and signage. Other amenities could include a bike rack, trash and recycling bins, a boat wash station, drinking water and storage lockers for kayaks/canoes.

There are also current efforts along the Paw Paw River Water Trail to improve signage by placing signs at every road crossing. Other efforts include improving and adding more access sites along the River.

There is also a strong desire for more nature preserves/conservation areas in the county, especially with hiking trails. A potential future opportunity for expanding recreation lands in the county would be to acquire the soon to be retired Palisades Nuclear Plant property located in Covert Township along Lake Michigan.

Another opportunity for development of passive recreation and canoe/kayak access is the MDNR owned Riverwood Property along the Black River in South Haven.

There is also growing interest in creating a dune trail that would connect SWMLC properties, Pilgrim Haven and Porter Legacy Dunes, south through Syndicate Park (on County owned parcels or easements) and to Northpoint/Van Buren State Park then eventually to the Palisades property if it becomes public.

There is also a desire for more youth and senior activities in the county. Programs through senior services, schools and other organizations should be expanded and promoted. There is currently only one community pool in the county in South Haven so another community pool would be beneficial.

The following table lists several potential projects by priority. Estimated costs do not include the cost of property acquisition and will also depend on all of the amenities provided.

Project	Estimated Cost	Priority
Acquire and improve water trail access and facilities along the Paw Paw River Water Trail and Bangor to South Haven Heritage Water Trail.	TBD	***
Create more Lake Michigan access points and provide more wheelchair accessible accesses to beach/lake.	TBD	***
Expand non-motorized network of shared use paths and paved shoulders (see non-motorized section for priority routes such as the Fruitbelt Trail, Blue Star Trail and the Antwerp Township Trail connecting Mattawan to Paw Paw).	Paved shoulders - \$40,000/mile. Shared use Path - \$1 million/mile.	***
Allocate more County-owned land or purchase new land for recreation use/conservation areas.	TBD	***
Develop a single track/mountain biking trail.	TBD	***
Create more inland lake boating access points and beaches.	TBD	**
Implement public art projects on recreation properties throughout Van Buren County.	TBD	**
Develop a dog park.	\$20,000	*
Develop pickle ball courts	\$40,000	*
Develop recreation resources for equestrian users.	TBD	*
Develop an ice rink.	\$30,000	*
Develop a disc golf course.	\$25,000	*
Develop a facility for off-road vehicles.	TBD	*

Appendices

Table 5. Michigan Department of Natural Resources Park Classification

Classification	General Description	Location Criteria	Size Criteria
Mini-Park	Used to address limited, isolated or unique recreational needs.	Less than ¼ mile distance in residential setting.	Between 2,500 sq. ft. and one acre in size.
Neighborhood Park	Neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. Focus is on informal active and passive recreation.	¼- to ½-mile distance and uninterrupted by non-residential roads and other physical barriers.	5 acres is considered minimum size. 5 to 10 acres is optimal.
School Park	Depending on circumstances, combining parks with school sites can fulfill the space requirements for other classes of parks, such as neighborhood, community, sports complex and special use.	Determined by location of school district property.	Variable-depends on function.
Community Park	Serves broader purpose than neighborhood park. Focus is on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves two or more neighborhoods and ½ to 3 mile distance.	As needed to accommodate desired uses. Usually between 30 and 50 acres.
Large Urban Park	Large urban parks serve a broader purpose than community parks and are used when community and neighborhood parks are not adequate to serve the needs of the community. Focus is on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves the entire community.	As needed to accommodate desired uses. Usually a minimum of 50 acres, with 75 or more acres being optimal.
Natural Resource Area	Lands set aside for preservation of significant natural resources, remnant landscapes, open space and visual aesthetics/buffering.	Resource availability and opportunity.	Variable.
Greenway	Effectively tie park system components together to form a continuous park environment.	Resource availability and opportunity.	Variable.

Classification	General Description	Location Criteria	Size Criteria
Sports Complex	Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites strategically located throughout the community.	Strategically located community-wide facilities.	Determined by projected demand. Usually a minimum of 25 acres, with 40 to 80 acres being optimal.
Special Use	Covers a broad range of parks and recreation facilities oriented toward single- purpose use.	Variable-dependent on specific use.	Variable.
Private Park / Recreational Facility	Parks and recreation facilities that are privately owned yet contribute to the public park and recreation system.	Variable-dependent on specific use.	Variable.
Park Trail	Multipurpose trails located within greenways, parks and natural resource areas. Focus is on recreational value and harmony with natural environment.	• Type I: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists / in-line skaters. • Type II: Multipurpose hard-surfaced trails for pedestrians and bicyclists/in-line skaters. • Type III: Unimproved multipurpose trails for pedestrians, mountain bikes and horses.	
Connector Trail	Multipurpose trails that emphasize safe travel for pedestrians to and from parks and around the community. Focus is as much on transportation as it is on recreation.	Type I: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists / in-line skaters located in independent r.o.w. (e.g., old railroad r.o.w.). • Type II: Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists/in-line skaters. Typically located within road r.o.w.	
On-Street Bikeway	Paved segments of roadways that serve as a means to safely separate bicyclists from vehicular traffic.	Bike Route: Designated portions of the roadway for the preferential or exclusive use of bicyclists. Bike Lane: Shared portions of the roadway that provide separation between motor vehicles and bicyclists, such as paved shoulders.	
All-Terrain Bike Trail	Off-road trail for all-terrain (mountain) bikes.	Single-purpose loop trails usually located in larger parks and natural resource areas.	
Cross-County Ski Trail	Trails developed for traditional and skate-style cross-country skiing.	Loop trails usually located in larger parks and natural resource areas.	
Equestrian Trail	Trails developed for horseback riding.	Loop trails usually located in larger parks and natural resource areas. Sometimes developed as multipurpose with hiking and all-terrain biking where conflicts can be controlled.	

Figure 13 (Chart) Massachusetts Department of Conservation and Recreation, Universal Access Brochure
www.mass.gov/dcr/universal_access/docs/accessbroch.pdf

Selected Parks – Places to Go on Your Own

CHART CODES

- **Accessible:** Meets all codes and guidelines for accessibility.
- ◐ **Fair Accessibility:** Meets many of the ADA standards with few barriers. Some visitors with disabilities may require assistance.
- **Minimal Accessibility:** Does not meet ADA standards and has significant barriers. Many visitors with disabilities will need assistance.

NA Not available or not applicable.

This chart highlights a selection of most recommended parks for accessible visitation. Each offers accessible attractions though not all park features may be accessible. If you have any questions or hesitation prior to visiting, call the park in advance to verify conditions.



Beach wheelchairs are now available at more DCR facilities than shown in the chart at right. Please visit

www.mass.gov/universal_access for more

locations. Call in advance to reserve beach wheelchairs (to ensure one will be available for your visit.)



Many of the Boston area parks can be reached by public transportation.

For information on public transportation to the sites listed, check with the Massachusetts Bay Transportation Authority website at www.mbta.gov

WESTERN

	Restrooms	Visitors Center /Contact Station	Interpretive Program	Trail Opportunity	Picnicking	Swimming	Beach Chair #
Ashwilticook Rail Trail, Adams to Lanesborough, 413-442-8928	●	●	NA	●	●	NA	NA
D.A.R. State Forest, Rte. 112, Goshen, 413-268-7098	●	●	●	●	◐	○	1
Mt. Greylock State Reservation, 30 Rockwell Rd., Lanesborough, 413-499-4262	●	●	●	●	◐	NA	NA
Pittsfield State Forest, 1041 Cascade Street, Pittsfield, 413-442-8992	◐	NA	●	●	●	NA	NA
Savoy Mountain State Forest, 260 Central Shaft Road, Florida, 413-663-8469	◐	NA	◐	●	●	◐	NA

CENTRAL

	Restrooms	Visitors Center /Contact Station	Interpretive Program	Trail Opportunity	Picnicking	Swimming	Beach Chair #
Blackstone River State Park, 287 Oak Street, Uxbridge, 508-278-7604	●	●	●	◐	◐	NA	NA
Dunn State Park, 289 Pearl St., Rte. 101, Gardner, 978-632-7897	●	●	●	●	●	◐	1
Erving State Forest, 200 East Main Street, Erving, 978-544-3939	●	NA	●	◐	●	●	1
Lake Wyola State Park, 94 Lakeview Road, Shutesbury, 413-367-0317	●	◐	NA	NA	●	●	1
Mt. Tom State Reservation, 125 Reservation Road, Holyoke, 413-534-1186	●	●	●	●	●	NA	NA
Norwottuck Rail Trail, Amherst – Northampton, 413-586-8706	●	NA	●	●	NA	NA	NA
Robinson State Park, North Street, Agawam, 413-786-2877	●	NA	NA	●	◐	◐	NA

NORTHEAST

	Restrooms	Visitors Center /Contact Station	Interpretive Program	Trail Opportunity	Picnicking	Swimming	Beach Chair #
Great Brook Farm State Park, 84 Lowell Road, Carlisle, 978-369-6312	●	●	●	◐	●	NA	NA
Halibut Point State Park, Gott Avenue, Rockport, 978-546-2997	●	●	●	◐	◐	NA	1
Harold Parker State Forest, 1951 Turnpike Road, N. Andover, 978-686-3391	◐	NA	●	●	◐	◐	2
Hopkinton State Park, 71 Cedar St., Hopkinton, 508-435-4303	◐	NA	NA	◐	◐	◐	2
Nahant Beach & Lynn Shore Reservation, Lynn, Nahant, 781-485-2303	●	NA	●	●	◐	◐	2
Salisbury Beach State Reservation, Reservation Road, Salisbury, 978-462-4481	●	◐	◐	NA	●	◐	12

Appendix Text A – Michigan Public Act 90 of 1913, Section 123.66

Source: legislature.mi.gov/%28S%28fqaiui451cebgt45qrd3q1v1%29%29/mileq.aspx?page=getobject&objectname=mcl-123-66&query=on&highlight=county%20AND%20park%20AND%20trustees

123.66 County park trustees; board of county road commissioners; rules and regulations, resolution, publication; report to board of supervisors.

Sec. 6.

Whenever the board of supervisors of any county shall have adopted a resolution to purchase, condemn or to accept certain lands for park purposes and make an appropriation therefore under the provisions of sections 1 and 2 of this act, there shall be created a board of 3 members to be known and designated as “county park trustees.” In counties operating under the county road system, the board of county road commissioners is hereby designated and shall then act as the county park trustees. In all other counties the board of supervisors, at the time of making the appropriation above provided for, shall name and appoint from their number 3 members to be known and designated as county park trustees. Said board of trustees shall have the management, control and expenditure of such funds when collected and shall hold in trust for the county the title to any real estate so purchased, acquired by condemnation or accepted by way of gift or devise for park purposes and shall supervise the improvement of any such property so purchased, acquired or accepted as authorized by the board of supervisors. Said board of park trustees shall have the power to impound water on any property so purchased, acquired by condemnation or accepted for park purposes and to form a lake thereon whenever they deem it necessary in the course of improving such property for park purposes. Such trustees shall also have the care and control of such park property and may make reasonable rules and regulations and enforce the same when made respecting the use by the public of such park property: Provided, That no such rule or regulation shall become effective until (1) it has been approved by resolution of the board of supervisors, (2) such resolution containing such rule or regulation has been published at least once in a newspaper of general circulation within the county and (3) such rule or regulation has been posted in at least 3 conspicuous places in such park property, the posters to be not less than 10 inches by 12 inches in size and printed in legible type. Such posting shall be continuously maintained. They shall elect a chairman and secretary from among their number. All expenditures of funds so appropriated shall be paid only by the county treasurer on the warrant or voucher of the chairman and 1 other member of such board. The trustee so appointed shall make a full report to the board of supervisors at each October session as to the condition of the property and the expenditure of funds. The members of such board of county park trustees shall continue to act until their successors have been duly elected or appointed. In all counties of this state operating under the county road system when this act takes effect, the board of “county park trustees” heretofore appointed shall be immediately dissolved and cease to exist and the board of county road commissioners shall take the place thereof and thereafter exercise the powers and perform the duties of the board of county park trustees, taking possession of all books, records and office equipment of such former board.

History: 1913, Act 90, Eff. Aug. 14, 1913 ;-- CL 1915, 2323 ;-- Am. 1921, Act 36, Eff. Aug. 18, 1921 ;-- Am. 1923, Act 215, Eff. Aug. 30, 1923 ;-- CL 1929, 2398 ;-- Am. 1931, Act 268, Eff. Sept. 18, 1931 ;-- Am. 1939, Act 275, Eff. Sept. 29, 1939 ;-- CL 1948, 123.66 ;-- Am. 1953, Act 165, Imd. Eff. June 3, 1953

Appendix Text B - Michigan Public Act 261 of 1965, Section 46.351

Source: <https://legislature.mi.gov/%28S%28z1q5rrcnkvqomijmqab5eqt%29%29/mileg.aspx?page=getObject&objectName=mcl-46-351>

46.351 County parks and recreation commission; creation; membership; terms; vacancy; commission as county agency; rules and regulations; compensation.

Sec. 1.

(1) The county board of commissioners of a county, by resolution adopted by a 2/3 vote of all its members, may create a county parks and recreation commission, which shall be under the general control of the board of commissioners.

(2) The county parks and recreation commission shall consist of the following members:

(a) The chairperson of the county road commission or another road commissioner designated by the board of county road commissioners.

(b) The county drain commissioner or an employee of the drain commissioner's office designated in writing by the drain commissioner.

(c) One of the following:

(i) In a county that elects a county executive under section 9 of 1973 PA 139, MCL 45.559, the county executive or a designee of the county executive.

(ii) In a county with a population of 1,000,000 or less, the chairperson of the county planning commission or another member of the county planning commission designated by the county planning commission. In a county that does not have a county planning commission, the chairperson of the regional planning commission shall serve on the county parks and recreation commission if that person is a resident of that county. If the chairperson of the regional planning commission is not a resident of that county, then the board shall, by a 2/3 vote, appoint a member of the regional planning commission who is a resident of that county to serve on the county parks and recreation commission.

(d) Seven members appointed by the county board of commissioners, not less than 1 and not more than 3 of whom shall be members of the board of commissioners.

(e) For counties with a population greater than 750,000 but less than 1,000,000, the county board of commissioners shall appoint a neighborhood representative. The appointee under this subdivision shall be an officer of the homeowners or property owners association that represents the largest area geographically that is located totally or partially within 1,000 feet of the property boundary of the most frequently used county park who is willing to serve on the county parks and recreation commission. If a homeowners or property owners association is not located within 1,000 feet of that park or no officer is willing to serve, then the appointee shall be a resident who lives within 1/2 mile of that park and who is willing to serve on the county parks and recreation commission. If no resident lives within 1/2 mile of that park or no resident is willing to serve, then the appointee shall be a resident of the city, village, or township in which that park is located who is willing to serve on the county parks and recreation commission. The first appointment under this subdivision shall be made not more than 60 days from October 17, 2003 or not more than 60 days from the date a county qualifies for an appointment under this subdivision.

(3) Of the members first appointed by the county board of commissioners, 2 shall be appointed for a term ending 1 year from the following January 1, 2 for a term ending 2 years from the following

January 1 and 3 for a term ending 3 years from the following January 1. The first member appointed by a qualifying county under subsection (2)(e) shall be appointed for a term ending 2 years from the following January 1. From then on, each appointed member shall be appointed for a term of 3 years and until his or her successor is appointed and qualified. Each term shall expire at noon on January 1. A vacancy shall be filled by the county board of commissioners for the unexpired term.

(4) The county parks and recreation commission is an agency of the county. The county board of commissioners may make rules and regulations with respect to the county parks and recreation commission as the board of commissioners considers advisable. The members of the county parks and recreation commission are not full-time officers. The county board of commissioners shall fix the compensation of the members.

History: 1965, Act 261, Imd. Eff. July 21, 1965 ;-- Am. 1981, Act 223, Eff. Mar. 31, 1982 ;-- Am. 1986, Act 99, Imd. Eff. May 14, 1986 ;-- Am. 1990, Act 84, Imd. Eff. May 25, 1990 ;-- Am. 2000, Act 496, Imd. Eff. Jan. 11, 2001 ;-- Am. 2003, Act 187, Imd. Eff. Oct. 17, 2003 ;-- Am. 2006, Act 588, Imd. Eff. Jan. 3, 2007

Appendix Text C- Press release for online survey

October 13, 2020

PRESS RELEASE

Contact Information:

Marcy Hamilton, Senior Planner

Southwest Michigan Planning Commission

269-925-1137 x1525

hamiltonm@swmpc.org

VAN BUREN COUNTY PARKS & RECREATION

Van Buren County is working to update its parks and recreation plan. Having an approved parks and recreation plan is especially important as it establishes eligibility for certain state and federal grants. As part of the planning process, public input about parks and recreation opportunities in Van Buren County is being sought. You can take an on line survey by visiting <https://www.surveymonkey.com/r/VanBurenCounty>. The survey takes less than 10 minutes to complete and will be open through November 13, 2020.

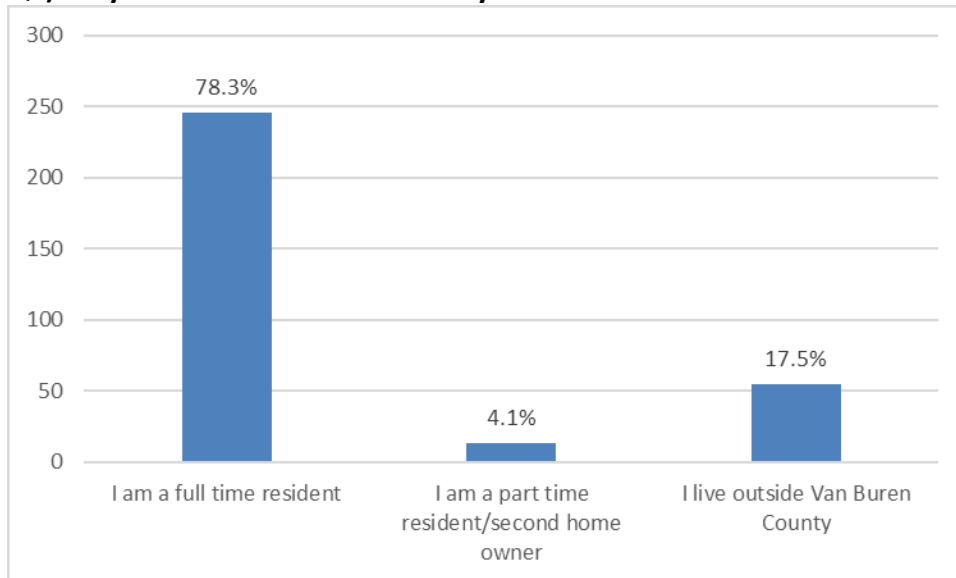
Parks and recreation improve the quality of life for residents, help maintain and attract residents and businesses, promote healthy physical and mental lifestyles, provide opportunities for social connections, protect natural features and the environment and improve property values.

If you have any questions regarding the survey, you can contact Marcy Hamilton with the Southwest Michigan Planning Commission at 269-925-1137 x 1525 or at hamiltonm@swmpc.org. The Southwest Michigan Planning Commission is assisting Van Buren County with the development of a state approved plan.

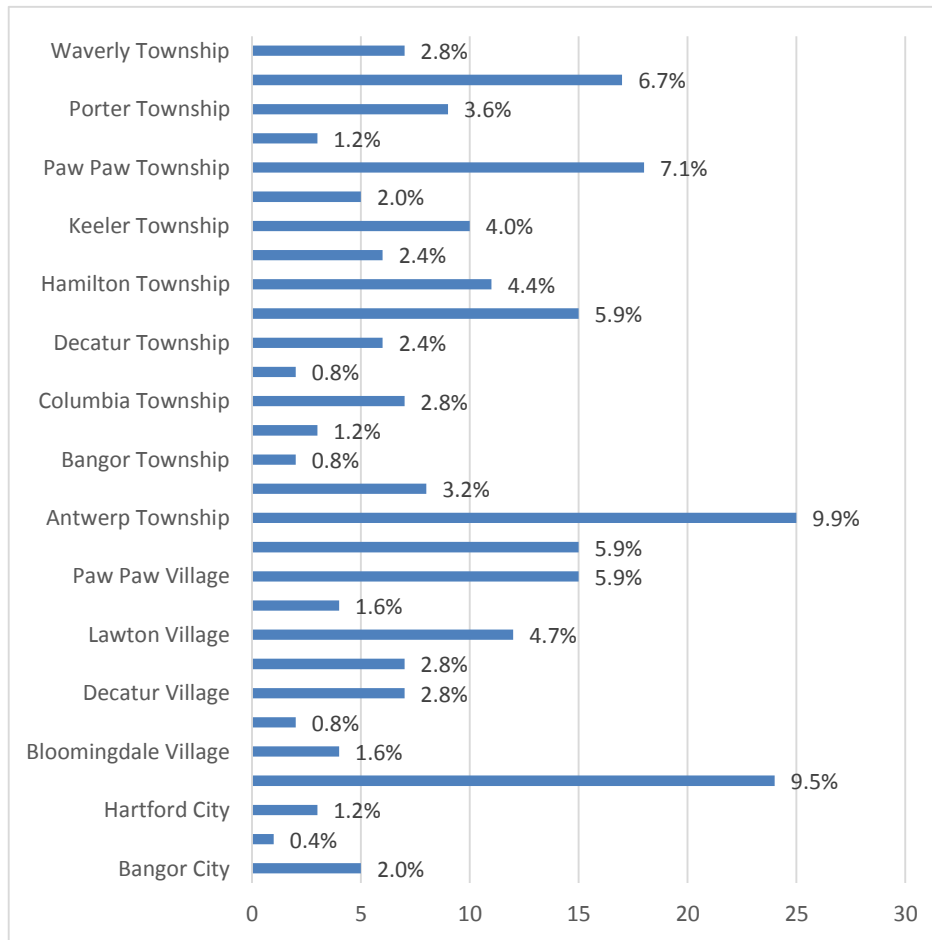
Appendix Text D – Detailed Survey Results

There were 317 responses to the 2020 survey.

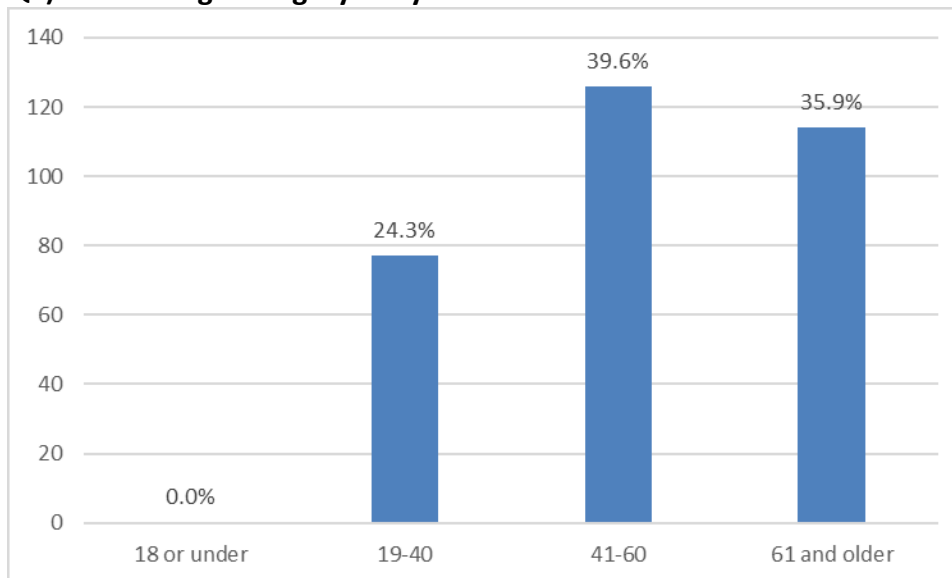
Q1) Do you live in Van Buren County?



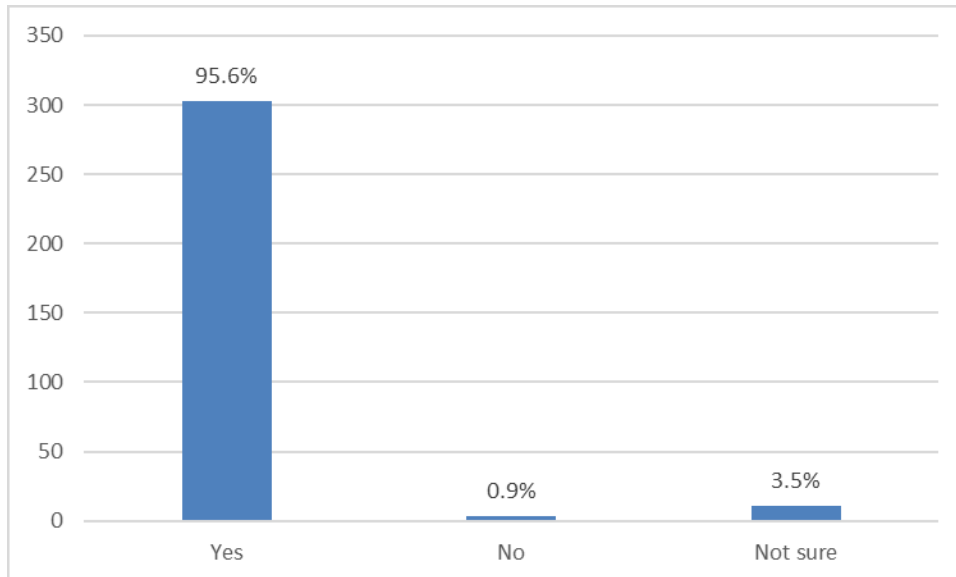
Q2) If you reside (full or part-time) in Van Buren County, which City, Village or Township is your residence located in?



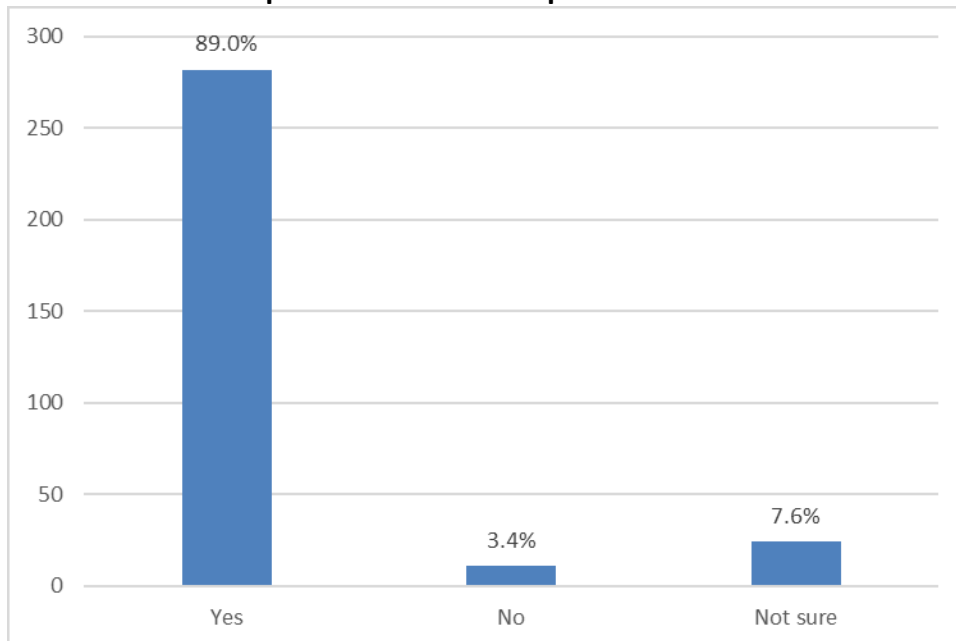
Q3) In which age category are you?



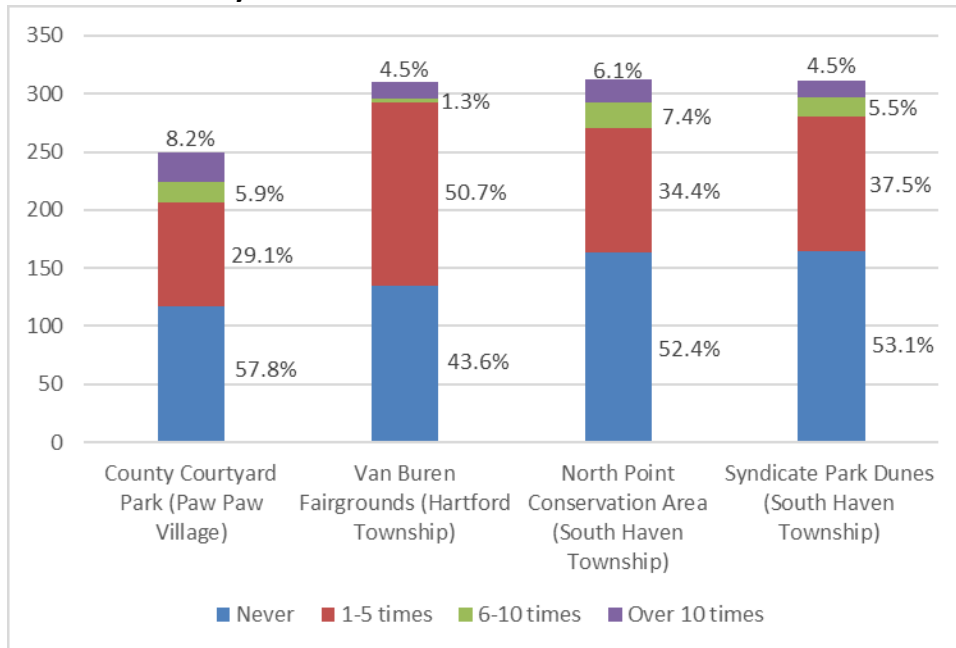
Q4) Do parks, trails and open spaces throughout Van Buren County enhance residents' quality of life?



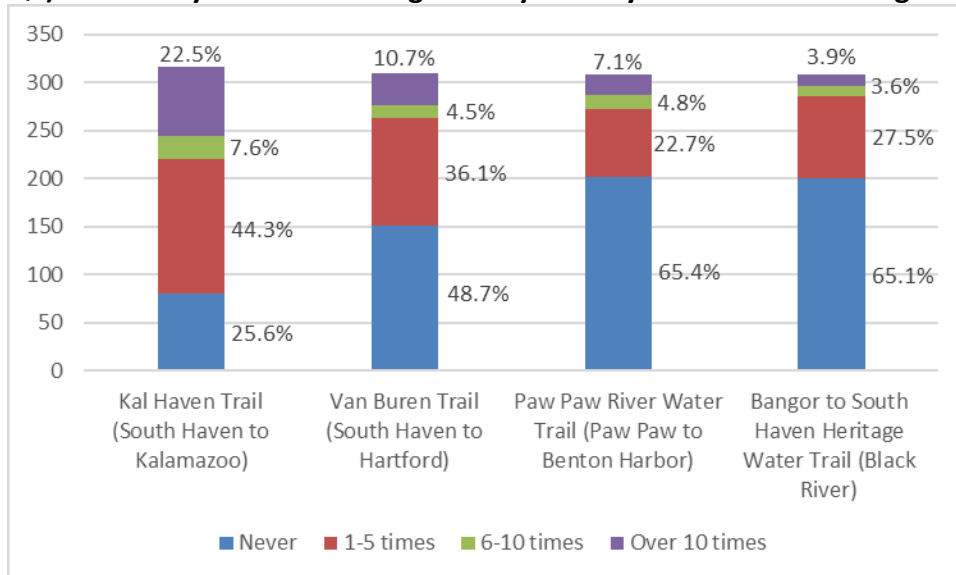
Q5) Do parks, trails and open spaces throughout Van Buren County attract visitors and tourists to create a positive economic impact?



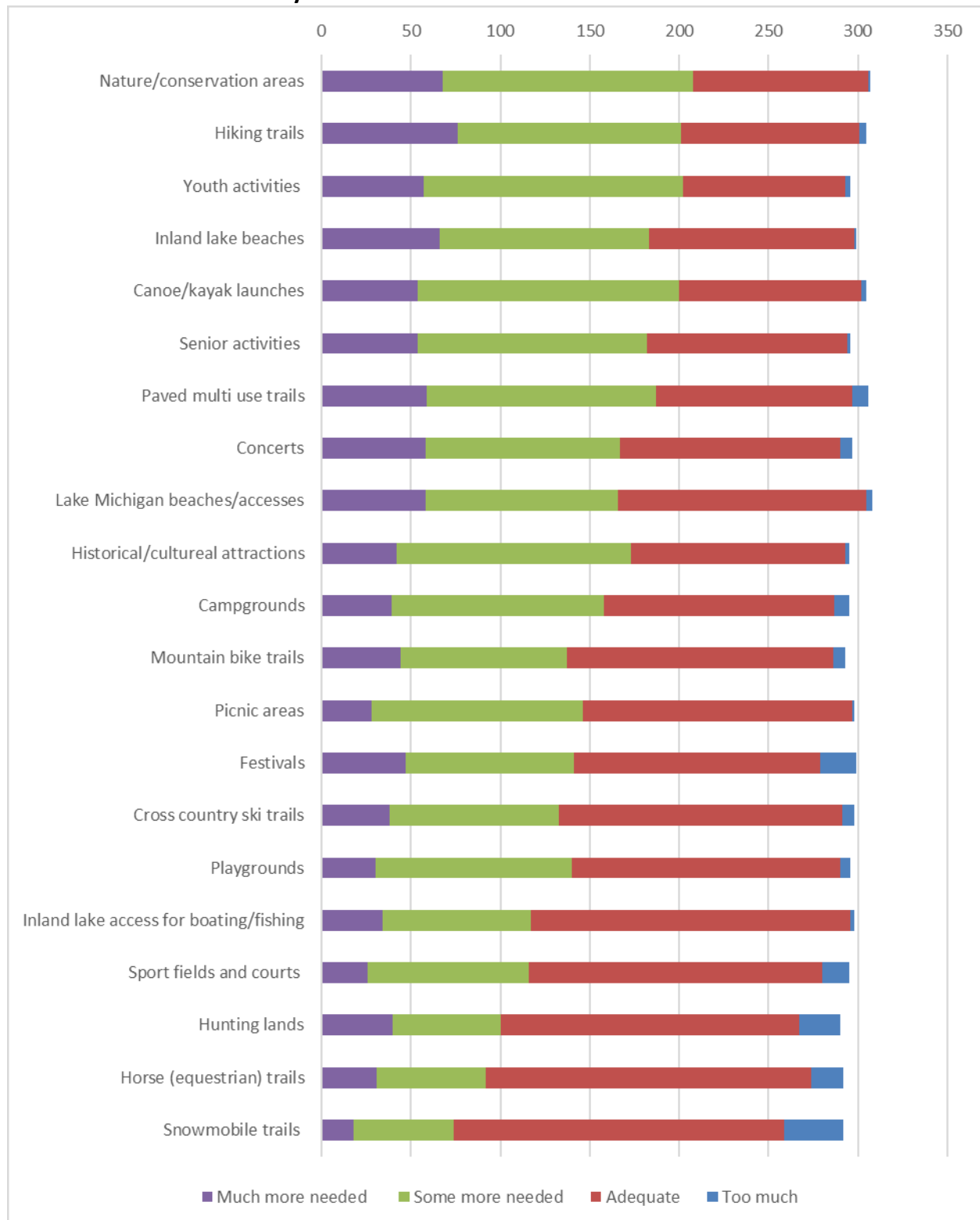
Q6) How many times on average each year do you visit the following properties owned by Van Buren County?



Q7) How many times on average each year do you use the following trails?



Q8) How do you feel about the amount of the following recreation resources/activities offered in Van Buren County?



Q9) Are there any recreational opportunities or activities currently not offered in Van Buren County that you would like to see?

Trails (23), atv trails (8), water trails/access (8), dog park (5), pickleball (4), pool (4), campgrounds (4), dark sky park (3), disc golf (3), equestrian (3), hunting (3), ice rink (2), splash pad (2), nature areas (2), accessible fishing (2), concert in parks (2), county park system (1), inland lake beaches (1), model airplane area (1), picnic area (1), shooting range (1), sporting events (1), sports fields (1), tours/interpretive (1), and yoga (1).

Q10) A grant to develop a canoe/kayak access site on the Black River at Phoenix Street will be submitted next year, do you have any suggestions for amenities at this site?

Bathrooms (42), parking (19), launch accessible (16), picnic/grill area (13), signage (11), drinking water (8), boat wash (7), trash cans (5), storage lockers (3), accessible fishing (1), bike rack (1), and lighting (1).

Q11) Are there specific improvements you would like to see at the County Courtyard Park (Paw Paw Village)?

Benches (6), expanded picnic area (5), playground (3), lighting in warmer months (2), art/sculpture (2), drinking water fountain (1), farmers' market venue (1), historical signage (1), ice rink (1), landscaping (1), and native plants/garden (1).

Q12) Are there specific improvements you would like to see at Van Buren County Fairgrounds (Hartford Township)?

More events/concerts (13), improve parking (4), improve bathrooms (3), improve septic (3), improve drainage (2), no mow areas/native (2), parking lot lighting (2), paved paths (2), shower facility (2), allow pets (1), better internet (1), better reservations (1), education venue (1), hiking trails (1), improve barns (1), improved parking (1), landscaping (1), restrooms on south end (1), and signage for recycling (1).

Q13) Are there specific improvements you would like to see at North Point Conservation Area (South Haven Township)?

Trail signage (9), parking (8), bathrooms (5), trash/recycling (3), and dog area (1).

Q14) Are there specific improvements you would like to see at Syndicate Park Dunes (South Haven Township)?

Parking (7), signage (7), control invasive species, dog area (1), picnic tables (1), and trash/recycling cans (1).

Q15) If you or someone in your family has any disabilities or limitations, are there any specific improvements at any of the county properties that you would like to better accommodate you and your family?

Wheelchair access (5), beach handicap access (3), accessible swings (2), dedicated parking (2), more benches on trails (2), trees for shade (2), sensory activities (1), public restrooms (1), paved trails (1), flat trails (1), horses as transportation (1), and accessible kayak launches (1).

Q16) Do you have any other comments or suggestions regarding Parks and Recreation Facilities or Opportunities in Van Buren County?

Trail/paved shoulders (12), promote (5), more conservation areas (5), horse trails (4), more accessibility (3), water trail accesses (2), Van Buren Trail surface (2), parking along Van Buren Trail (2), native plants (2), inland beach/launch (2), dog beaches/parks (2), atv trails (1), education (1), lease County Park to village (1), more beaches (1), nature center (1), park in Grand Junction (1), pave KalHaven (1), trail etiquette signs (1), and trash/recycling (1).

Appendix Text E - ADA Accessibility Guidelines for Recreation Facilities – Summary

www.access-board.gov/recreation/final.htm#SUMMARY

AGENCY: Architectural and Transportation Barriers Compliance Board.

ACTION: Final rule.

SUMMARY: The Architectural and Transportation Barriers Compliance Board (Access Board) is issuing final accessibility guidelines to serve as the basis for standards to be adopted by the Department of Justice for new construction and alterations of recreation facilities covered by the Americans with Disabilities Act (ADA). The guidelines include scoping and technical provisions for amusement rides, boating facilities, fishing piers and platforms, golf courses, miniature golf, sports facilities and swimming pools and spas. The guidelines will ensure that newly constructed and altered recreation facilities meet the requirements of the ADA and are readily accessible to and usable by individuals with disabilities.

DATES: The guidelines are effective October 3, 2002. The incorporation by reference of certain publications listed in the guidelines is approved by the Director of the Federal Register as of October 3, 2002.

FOR FURTHER INFORMATION CONTACT: Peggy Greenwell, Office of Technical and Information Services, Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, suite 1000, Washington, DC 20004-1111. Telephone number (202) 272-0017 (Voice); (202) 272-0082 (TTY). E-mail address: greenwell@access-board.gov.

SUPPLEMENTARY INFORMATION:

Availability of Copies and Electronic Access

Single copies of this publication may be obtained at no cost by calling the Access Board's automated publications order line (202) 272-0080, by pressing 2 on the telephone keypad, then 1 and requesting publication S-43 (Recreation Facilities Final Rule). Persons using a TTY should call (202) 272-0082. Please record a name, address, telephone number and request publication S-43. This document is available in alternate formats upon request. Persons who want a copy in an alternate format should specify the type of format (cassette tape, Braille, large print, or ASCII disk).

Appendix Text F - The Principles of Universal Design

www.ncsu.edu/www/ncsu/design/sod5/cud/about_ud/udprinciplestext.htm

Version 2.0 - 4/1/97 Compiled by advocates of universal design, listed in alphabetical order: Bettye Rose Connell, Mike Jones, Ron Mace, Jim Mueller, Abir Mullick, Elaine Ostroff, Jon Sanford, Ed Steinfeld, Molly Story and Gregg Vanderheiden. Major funding provided by: The National Institute on Disability and Rehabilitation Research, U.S. Department of Education

UNIVERSAL DESIGN: The design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. The authors, a working group of architects, product designers, engineers and environmental design researchers, collaborated to establish the following Principles of Universal Design to guide a wide range of design disciplines including environments, products and communications. These seven principles may be applied to evaluate existing designs, guide the design process and educate both designers and consumers about the characteristics of more usable products and environments.

The Principles of Universal Design are presented here, in the following format: name of the principle, intended to be a concise and easily remembered statement of the key concept embodied in the principle; definition of the principle, a brief description of the principle's primary directive for design; and guidelines, a list of the key elements that should be present in a design which adheres to the principle. (Note: all guidelines may not be relevant to all designs.)

PRINCIPLE ONE: Equitable Use | The design is useful and marketable to people with diverse abilities.

Guidelines:

- 1a.** Provide the same means of use for all users: identical whenever possible; equivalent when not.
- 1b.** Avoid segregating or stigmatizing any users.
- 1c.** Provisions for privacy, security and safety should be equally available to all users.
- 1d.** Make the design appealing to all users.

PRINCIPLE TWO: Flexibility in Use | The design accommodates a wide range of individual preferences and abilities.

Guidelines:

- 2a.** Provide choice in methods of use.
- 2b.** Accommodate right- or left-handed access and use.
- 2c.** Facilitate the user's accuracy and precision.
- 2d.** Provide adaptability to the user's pace.

PRINCIPLE THREE: Simple and Intuitive Use | Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.

Guidelines:

- 3a.** Eliminate unnecessary complexity.
- 3b.** Be consistent with user expectations and intuition.
- 3c.** Accommodate a wide range of literacy and language skills.
- 3d.** Arrange information consistent with its importance.
- 3e.** Provide effective prompting and feedback during and after task completion.

PRINCIPLE FOUR: Perceptible Information | The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.

Guidelines:

- 4a.** Use different modes (pictorial, verbal, tactile) for redundant presentation of essential information.
- 4b.** Provide adequate contrast between essential information and its surroundings.
- 4c.** Maximize "legibility" of essential information.
- 4d.** Differentiate elements in ways that can be described (i.e., make it easy to give instructions or directions).
- 4e.** Provide compatibility with a variety of techniques or devices used by people with sensory limitations.

PRINCIPLE FIVE: Tolerance for Error | The design minimizes hazards and the adverse consequences of accidental or unintended actions.

Guidelines:

- 5a.** Arrange elements to minimize hazards and errors: most used elements, most accessible; hazardous elements eliminated, isolated, or shielded.
- 5b.** Provide warnings of hazards and errors.
- 5c.** Provide fail safe features.
- 5d.** Discourage unconscious action in tasks that require vigilance.

PRINCIPLE SIX: Low Physical Effort | The design can be used efficiently and comfortably and with a minimum of fatigue.

Guidelines:

- 6a.** Allow user to maintain a neutral body position.
- 6b.** Use reasonable operating forces.
- 6c.** Minimize repetitive actions.
- 6d.** Minimize sustained physical effort.

PRINCIPLE SEVEN: Size and Space for Approach and Use | Appropriate size and space is provided for approach, reach, manipulation and use regardless of user's body size, posture, or mobility.

Guidelines:

- 7a.** Provide a clear line of sight to important elements for any seated or standing user.
- 7b.** Make reach to all components comfortable for any seated or standing user.
- 7c.** Accommodate variations in hand and grip size.
- 7d.** Provide adequate space for the use of assistive devices or personal assistance.

Please note that the Principles of Universal Design address only universally usable design, while the practice of design involves more than consideration for usability. Designers must also incorporate other considerations such as economic, engineering, cultural, gender and environmental concerns in their design processes. These Principles offer designers guidance to better integrate features that meet the needs of as many users as possible.

Copyright 1997 [NC State University, The Center for Universal Design](#)

Appendix G – Approval Documents

Van Buren County Planning Commission Minutes Recommending Approval

Copy of Public Notice for public comment period and public hearing

Van Buren County Board of Commissioners– Minutes of Public Hearing

Van Buren County Board of Commissioners Resolution to Adopt Plan

Copy of Transmittal Letter to County Planning Department

Copy of Transmittal to Southwest Michigan Planning Commission

Copy of Transmittal to Michigan Department of Natural Resources

Plan Certification Checklist



Van Buren County Planning Commission

219 Paw Paw Street, Suite-302, Paw Paw, MI 49079-1492

Telephone (269) 657-8243 **Fax** (269) 657-0579

December 16, 2020

Van Buren County Planning Commission Virtual

Minutes

Call to Order & Attendance 6:30: Celinda Gilmore, Jan Petersen, Kurt Doroh, Pam Stermer, Tony Hemenway, Ray Martin, (abs. Scott, Cedarquist, Jeff Radtke, Barb Rose

Approve Agenda: On a Martin/Doroh motion unanimous

Approval Minutes of October 28, 2020 meeting On a Doroh/Martin motion unanimous

Public Comment: No comment

Reports:

County Commissioner- Doroh reported

Southwestern Michigan Commission Representative (Only if meeting scheduled) Doroh reported

Local Visits - Doroh- Columbia, City of Bangor

Unfinished Business:

VBC Community Park, Recreation, Open Space, and Greenway Plan: Petersen/ Martin motion to make recommendation to Board of Commissioners in adoption of VBC Community Park, Recreation, Open Space, and Greenway Plan. Comments included plan was very comprehensive, well written, supports local efforts.

New Business:

Paw Paw Twp.- Ordinance 271, Zoning Ordinance Text Amendments- on a Martin/Doroh motion to concur with PC recommendations to Township Board to adopt these amendments. Unanimous

Nominating committee session

Petersen, Martin, and Hemenway made up the subcommittee. Their recommendation for Pam Stermer to be Chair, and Scott Cedarquist to be Vice-Chair. Vote unanimous.

Adjourn: 7:15

AFFP

Public Comment/Hearing

Affidavit of Publication

STATE OF MICHIGAN }
COUNTY OF VAN BUREN } SS

LEGAL NOTICE
NOTICE OF PUBLIC COMMENT PERIOD
AND PUBLIC
HEARING NOTICE

Courtney Kruger, being duly sworn, says:

That she is Legal Clerk of the South Haven Tribune, a Weekly newspaper of general circulation, printed and published in South Haven, Van Buren County, Michigan; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

December 13, 2020

Van Buren County, Michigan will hold a Public Comment Period for the Van Buren County Community Park, Recreation, Open Space and Greenway Plan from December, 14 2020 to January 26, 2021.

The plan will be available for review during business hours (possibly by appointment due to COVID-19) at the Van Buren County Administration Building (219 E Paw Paw Street, Paw Paw, MI) which are Monday through Friday from 8:30 a.m. - 5:00 p.m. The plan is also available for review on the Internet at www.vbco.org.

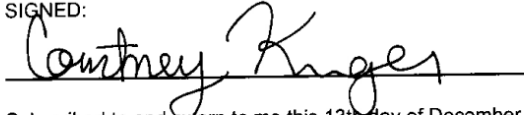
Written comments can be submitted by email to hamiltonm@swmpc.org or by mail to SWMPC, 376 W. Main Street, Ste 130, Benton Harbor, MI 49022 and must be received by January 26, 2021.

The Van Buren County Board of Commissioners will also hold a Public Hearing on the draft plan on January 26, 2021, via Zoom:
<https://us02web.zoom.us/j/83884669172>
Webinar ID:
838 8466 9172

Publisher's Fee: \$ 165.80

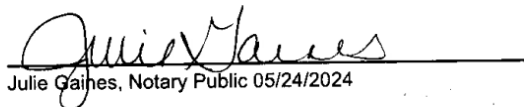
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 13th day of December 2020.

At this meeting, the public will have the opportunity to give oral and/or written comments and also ask questions regarding the plan. All interested parties are urged to attend.


Julie Gaines, Notary Public 05/24/2024

60000654 61164669 269-657-2547

HPalladium 180
VAN BUREN COUNTY
219 E PAW PAW ST STE 303
PAW PAW, MI 49079

LEGAL NOTICE

NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING NOTICE

Van Buren County, Michigan will hold a Public Comment Period for the Van Buren County Community Park, Recreation, Open Space and Greenway Plan from December, 14 2020 to January 26, 2021.

The plan will be available for review during business hours (possibly by appointment due to COVID-19) at the Van Buren County Administration Building (219 E Paw Paw Street, Paw Paw, MI) which are Monday through Friday from 8:30 a.m. - 5:00 p.m. The plan is also available for review on the Internet at www.vbco.org.

Written comments can be submitted by email to hamiltonm@swmpc.org or by mail to SWMPC, 376 W. Main Street, Ste 130, Benton Harbor, MI 49022 and must be received by January 26, 2021.

The Van Buren County Board of Commissioners will also hold a Public Hearing on the draft plan on January 26, 2021 at 2:50 pm, via Zoom: <https://us02web.zoom.us/j/83884669172>
Webinar ID: 838 8466 9172

At this meeting, the public will have the opportunity to give oral and/or written comments and also ask questions regarding the plan. All interested parties are urged to attend.



Southwest Michigan Planning Commission

January 27, 2021

Van Buren County Planning Commission
Mr. Ted Thar
219 Paw Paw Street
Paw Paw, MI 49079

Dear Mr. Thar,

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

• 269.925.1137 • 269.925.0288 • www.swmpc.org • swmpc@swmpc.org



Southwest Michigan Planning Commission

January 27, 2021

Mr. K. John Egelhaaf, Director
Southwest Michigan Planning Commission
376 W. Main Street, Ste 130
Benton Harbor, MI 49022

Dear Mr. Egelhaaf:

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

269.925.1137 • 269.925.0288 • www.swmpc.org • swmpc@swmpc.org



Southwest Michigan Planning Commission

January 27, 2021

Michigan Department of Natural Resources
Grant Management
Lansing, MI

To Whom It May Concern:

Enclosed please find a copy of the adopted Van Buren County Community Park, Recreation, Open Space and Greenway Plan: 2021-2026 for your records. This five-year plan reflects the County's commitment to comprehensive recreational planning that includes measures to protect natural resources through responsible use and provides opportunities for residents of all ages and abilities to participate in healthful living.

Sincerely,

Marcy Hamilton

Marcy Hamilton
Senior Planner

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

• 269.925.1137 • 269.925.0288 • www.swmpc.org • swmpc@swmpc.org



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

Description

☐ **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

*Richard Godfrey, Chairman
Mike Chappell, Vice-Chair*

*Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol*

NOTICE:

Due to COVID-19 On Tuesday, January 26, 2021 there will be a Public Hearing at 2:50 pm followed by the regular Committee of the Whole and Board of Commissioners meeting at 3:00 pm and 4:00 pm. Meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Jan 26, 2021 02:50 PM Eastern Time (US and Canada)

Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83884669172>

Or iPhone one-tap :

US: +13126266799,,83884669172# or +19292056099,,83884669172#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

POSTED: 01/22/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven at 219 East Paw Paw Street Suite 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, ext. 1271.

AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: January 26, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



MINUTES

Committee of the Whole Meeting of the County Board of Commissioners
Van Buren County

January 12, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

A. Zoom Meeting Information

The Committee of the Whole meeting was called to order at 3:00 p.m. by Richard Godfrey, Chairman of the Board. Present in person: Doroh, Godfrey, Hanson and Schincariol. Present remotely: Patterson-Gladney from City of South Haven, Van Buren County, MI, Chappell from Hartford Township, Van Buren County, MI and Peat from Paw Paw Township, Van Buren County, MI.

2. ADDITIONS/DELETIONS TO THE AGENDA

None.

3. APPROVAL OF AGENDA

Motion to approve agenda as presented.

Motion by Don Hanson, Second by Gail Patterson-Gladney, Carried

4. APPROVAL OF MINUTES

A. Minutes - December 08, 2020

Motion to approve the December 8, 2020 Committee of the Whole minutes as presented.

Motion by Don Hanson, Second by Randy Peat, Carried

5. PRESENTATION

6. Administrative Affairs Committee

A. CivicClerk - Agenda/Minutes Software

The request is to replace the current agenda setting platform, Novus, with CivicClerk. It would be cost effective and offers more within their software than Novus.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the purchase of CivicClerk for agenda setting and minutes in the amount of \$8,329 for implementation and then \$6,804 annually; and to authorize the Board Chair to sign the appropriate documents.

Roll Call Vote: All Yes

Motion by Don Hanson, Second by Gail Patterson-Gladney, Carried

B. Board of Road Commissioners Appointment: Vacancy

Mr. Geoffrey Moffat is resigning from the County Board of Road Commissioners. Discussion regarding other applicants who were originally interviewed as well.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the appointment of Todd Hackenberg to the County Board of Road Commissioners vacancy.

Roll Call Vote:

Yes: Doroh, Godfrey, Chappell, Peat, Hanson, Schincariol

No: Patterson-Gladney

Motion by Paul Schincariol, Second by Mike Chappell, Carried

7. Buildings and Grounds Committee

A. Recreation Plan Update

A public hearing is scheduled for January 26, 2021 as required for the Countywide Recreation Plan and the plan has been provided for review.

Motion to take action on the Countywide Recreation Plan on January 26, 2021 following the public hearing and authorize the Board Chair to sign appropriate documents.

Roll Call Vote: All Yes

Motion by Gail Patterson-Gladney, Second by Don Hanson, Carried

8. Finance Committee

A. Budget Adjustments

Ryan Post presented the necessary monthly budget adjustments.

Motion to approve the monthly budget adjustments as presented to maintain a balanced budget.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Kurt Doroh, Carried

B. Economic Development Strategic Fund

An Economic Development Strategic Fund needs to be created for eligible reimbursed administrative expenses from the Revolving Loan Fund.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the establishment of an Economic Development Strategic Fund using allowable administrative expenses from the Community Development Block Grant-Economic Development Revolving Loan Fund.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Gail Patterson-Gladney, Carried

C. Homeland Security Grant Renewal

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, approval of the 2020 Homeland Security Grant Program Grant Agreement and authorize the Board Chair to sign.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Don Hanson, Carried

D. Municipal Auction

Motion to approve by resolution at today's regular meeting of the Board of Commissioners, the sale by public auction of county owned property, as listed, at the annual Municipal Auction to be

conducted by Biddergy on January 26, 2021.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Mike Chappell, Carried

E. Jail Remote Video Arraignment/Meeting Rooms

Manny DeLaRosa presented the request to purchase five single and two double video arraignment/meeting rooms (pods) including polycom units for the jail.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the purchase of five single and two double video arraignment/meeting rooms including polycom units for the jail in the amount of \$55,564.42 to be paid from Capital Improvements.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Paul Schincariol, Carried

F. Tilt Skillet Purchase

Manny DeLaRosa presented the request to replace the Tilt Skillet for the Jail Kitchen. The current one is inoperable and replacement parts are no longer available.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the purchase of a new Tilt Skillet for the Jail Kitchen in the amount of \$15,789.00

Roll Call Vote: All Yes

Motion by Gail Patterson-Gladney, Second by Don Hanson, Carried

G. Purchase of Copy Machines for the Courts

Frank Hardester presented the request to replace seven large multi-function copiers for the Courts. This would put all of the equipment on the same replacement schedule.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the lease agreement with Applied Imaging for seven large multi-function devices for the Courts.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Don Hanson, Carried

H. Assistant Prosecuting Attorney Starting Salary Exception

Susan Zuiderveen is requesting a salary exception to fill a Circuit Court Prosecutor position. The request is to start the employee at the seven year level due to experience.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the salary exception for a Circuit Court Prosecutor position starting at the seven year level.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Don Hanson, Carried

9. Labor Negotiations and Contracts Committee

10. Transit Committee

11. Veteran's Services Committee

12. ADJOURNMENT

The meeting was adjourned at 3:48 p.m.

Suzie Roehm, County Clerk

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: January 26, 2021
RE: Economic Development Corporation Reappointment

REQUEST:

The request is to reappoint Mr. Tom Stanek to the Economic Development Corporation for another six-year term to expire February 13, 2027.

BACKGROUND:

Mr. Stanek currently serves on the Economic Development Corporation Board and wishes to continue.

FINANCIAL IMPACT:

There is no financial impact

RECOMMENDATION:

The recommendation is to approve the request to reappoint Mr. Tom Stanek to the Economic Development Corporation for another six year term to expire February 13, 2027 at the February 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **Stanek Application**

NOTICE TO INTERESTED AND CONCERNED CITIZENS

The Van Buren County Board of Commissioners is presently accepting applications for voluntary appointment as needed to the following Van Buren County local and regional committees: **(Place an “X” on the line next to each committee that you are interested in appointment)**

	MEMBERS	MEETINGS	LOCATION
☐ 911 Advisory Board	19	Quarterly	Paw Paw
☐ Area Agency on Aging	9	Monthly	St. Joseph
☐ Building Authority	4	As Needed	Paw Paw
☐ Brownfield Redevelopment Authority	5-9	Monthly	Paw Paw
☐ Community Corrections Advisory Board			Paw Paw
☐ Concealed Weapons	3	Monthly	Paw Paw
X ☐ Courthouse Restoration Committee	15	As Needed	Paw Paw
☐ District Library Board	8	Monthly	Decatur
X ☐ Economic Development Corporation	9	As Needed	Paw Paw
☐ District Board of Health	7	Monthly	Hartford
☐ Department of Human Services Board	3	Monthly	Hartford
☐ Friend of the Court Advisory Board	9	Min. 6/yr	Paw Paw
☐ Jury Board (Party Affiliation_____)	3	As Needed	Paw Paw
☐ Land Preservation Board	10	Quarterly	Paw Paw
☐ Local Emergency Planning Commission	9	Monthly	Paw Paw
☐ Mental Health Authority Board	6	Min. 6/yr.	Paw Paw
☐ Planning Commission	9	Monthly	Paw Paw
☐ Public Transit Local Advisory Council	7	As Needed	Bangor
☐ Remonumentation Committee	9	As Needed	Paw Paw
☐ Solid Waste Committee	14	As Needed	Paw Paw
☐ Road Commission	3	2/Monthly	Lawrence
☐ Southwest Michigan Planning Commission	39	8/Yearly	Dowagiac
☐ Van Buren County Transit Board	5	Monthly	Bangor
X ☐ Kinexus/Workforce Development/Michigan Works!	31	Monthly	Benton Harbor

If you are interested in serving on any of the above committees, please complete the application provided here for your convenience. If you have any questions please contact the Van Buren County Administration Office at (269) 657-8253. **Return completed application to: Board of Commissioners, Attn: Board Applications, 219 E. Paw Paw St., Suite 201, Paw Paw, MI 49079.**

(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME: Tom Stanek _____

ADDRESS: 44905 64th ave, Paw Paw MI 49079 _____

COUNTY RESIDENCE: Van Buren County _____

PHONE: (H) _____ NA _____ (W) 269.276.9700 _____ (C) 269.366.6725

DATE OF APPLICATION: 4/30/2020 _____ EMAIL: toms@oakmi.com _____

ADDITIONAL INFORMATION

PRESENT OCCUPATION: Employed at Owen Ames Kimball Co.

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

CSM Group- Past Employee
Knights of Columbus – Member
ASK & Family Services -Board Member
MRC Industries- Board Member
Market Van Buren- Chair / Board Member
Kinexus Board Member

GOVERNMENTAL SERVICES EXPERIENCE:

Economic Development Corporation
Construction Board of Appeals- Van Buren County

EDUCATIONAL BACKGROUND:

Bachelor Degree from Western Michigan University – Construction Science and Management

BENEFICIAL EXPERIENCE:

NA

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

****I have interest in joining the courthouse restoration committee, however, I do not want to have a conflict of interest and excluding our company from being able to bid on this project for renovations in the future. If this won't affect our company's ability to be considered on future projects for the courthouse, please let me know.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Frank Hardester
DATE: January 26, 2021
RE: Non-Attorney Magistrate Appointment

REQUEST:

We respectfully request the Board to approve the Court's appointment of Robyn Papaioannou as a non-attorney magistrate for Van Buren County's 7th District Court.

BACKGROUND:

Pursuant to MCL 600.8501, the Court is requesting the Board offer a resolution approving the appointment of Robyn Papaioannou as a new Non-Attorney Magistrate for the 7th District Court. This is not a new position, but rather a formality since Robyn replaced Susan Zuiderveen who left the Court on December 7, 2020.

MCL 600.8501 (1) says in part "....All magistrates provided for shall be appointed by the judges of the district and the appointments shall be subject to approval by the County Board of Commissioners before a person assumes the duties of the Office of Magistrate.

RECOMMENDATION:

The recommendation is to approve the request to appoint Robyn Papaioannou as a Non-Attorney Magistrate for Van Buren County at the February 9, 2021 Board of Commissioners meeting.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Lt. Bob Kirk
DATE: January 26, 2021
RE: Local Emergency Planning Committee (LEPC) Bylaws Update

REQUEST:

The request is to approve the submitted Local Emergency Planning Committee (LEPC) Bylaws update.

BACKGROUND:

The Bylaws were last updated in 2016. The changes requested are housekeeping only that advise the minutes and meeting schedule will be posted on the Sheriff's website for public viewing.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

The recommendation is to approve the submitted Local Emergency Planning Committee (LEPC) Bylaws update and authorize the Board Chair and Vice Chair to sign on behalf of the Board of Commissioners at the February 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **LEPC Bylaws 2021**
- ▣ **LEPC Minutes**

BYLAWS

LOCAL EMERGENCY PLANNING COMMITTEE **VAN BUREN COUNTY, MICHIGAN**

WHEREAS, the Superfund Amendments and Reauthorization Act 1986 (SARA) was enacted by Congress on October 17, 1986, and contains Title III; the Emergency Planning and Community Right-to-Know Act of 1986.

WHEREAS, Title III establishes requirements that federal, state, local governments and industry must implement regarding emergency planning and community right-to-know reporting on hazardous and toxic chemicals.

WHEREAS, pursuant to Title III, the Michigan Emergency Planning and Community Right-to-Know Commission designated Van Buren County a local emergency planning district and has appointed a Local Emergency Planning Commission for Van Buren County. This Committee is composed of: elected state and local officials, law enforcement representatives, civil defense (e.g. Emergency Management Coordinator), fire department representatives, health representatives, first aid and hospital (e.g. private ambulance/EMS technicians), local environmental representatives, transportation representatives, broadcast and print media representatives, requirements of this subtitle, and other members who can contribute to the effectiveness of the plan. The Committee has been named the Van Buren County Local Emergency Planning Committee (LEPC), herein after referred to as the Committee.

WHEREAS, the Committee must receive opinions and information from the public.

WHEREAS, the Committee may enter into agreements with other governmental entities, advisory boards, committees, or councils.

WHEREAS, the tasks of the Local Emergency Planning Committee are to appoint a Chairperson; establish rules to function; give public notices of committee activities; designate a Public Information Officer and establish procedures for receiving and handling public requests for information; hold public meetings to discuss topics related to SARA Title III; allow for public comments and response to comments by the Committee and facilitate preparation and implementation of emergency plans.

WHEREAS, to meet these goals, the Van Buren County LEPC has recommended the following bylaws to the Board of Commissioners.

ARTICLE I – ORGANIZATION

Section 1 - Name of Committee

The name of the Committee shall be the Van Buren County Local Emergency Planning Committee (LEPC).

Section 2 - Status of Committee

The Committee shall operate as a government entity pursuant to, and in strict accordance with, all applicable laws, regulations and ordinances.

Section 3 - Mailing Address and Telephone Number

The official mailing address and telephone number of the Committee is:

Office of Domestic Preparedness
Van Buren County Sheriff's Department
205 South Kalamazoo
Paw Paw, MI 49079
(269) 657-7786

Section 4 - Minutes of the Committee Meetings

Accurate minutes of all Committee meetings shall be recorded and shall include, but not be limited to: a record of all votes of the Committee, a record of attendance, and a narrative summary of the Committee discussions. Copies of minutes shall be kept by the Secretary of the Committee and placed on file at the Office of Domestic Preparedness for Van Buren County. **A copy of minutes shall be placed on LEPC section of Sheriff's Office website for public viewing.** Minutes from the previous meeting shall be read and approved at each meeting.

Section 5 - Agenda for Committee Meetings

An agenda of each meeting shall be drawn by the Chairperson or designee to be presented to the Committee members before each meeting. This may be presented by mail, email, by handout at the meeting, or by verbal announcement at the meeting.

ARTICLE II – OFFICERS AND MEMBERS

Section 1 - Officers

The Van Buren County LEPC, on an annual basis, shall elect a Chairperson and a Vice-Chairperson.

Section 2 - Chairperson

The Chairperson shall preside at all meetings of the LEPC. The LEPC Chairperson may sign and execute all authorized contracts, other obligations and undertakings in the

name of and on behalf of the LEPC. The Chairperson shall be responsible for appointing subcommittees and their chairs as deemed appropriate by the LEPC.

Section 3 - Vice-Chairperson

At the request of the LEPC Chairperson or in the event of an absence or disability of the LEPC Chairperson, the Vice-Chairperson shall perform any and all duties of the LEPC Chairperson. The Vice-Chairperson shall have such other powers and perform such duties as the LEPC may from time to time assign.

Section 4 - Term

The Chairperson and Vice-Chairperson shall serve for a term of one (1) year beginning on January 1. The Chairperson and Vice-Chairperson shall be elected by majority vote of the LEPC. Officers and members may serve consecutive terms if the LEPC desires and the office holders agree.

Section 5 - Vacancies

Should these officers' or members' positions become vacant, the County Commissioners shall select successors at the earliest possible time, and those new appointees' names shall be sent to the State Emergency Response Commission for approval to serve the remainder of their predecessor's term.

Section 6 - Eligibility

No member shall be eligible to hold an officer's position without being a member of the LEPC.

ARTICLE III – MEETINGS

Section 1 - Regular Meetings

Regular Committee meetings will be held at a frequency determined by the LEPC. Committee members will be aware of the meetings dates and will be reminded by mail, email or telephone at least seven (7) days prior to the meeting. The news media may be informed of the meeting dates, times, and locations and shall be invited to each meeting. **These dates will be posted on the LEPC Site located on the Van Buren County Sheriff's website.** The meeting notice will be posted in conformance with the Open Meetings Act.

Section 2 - Special Meetings

The Committee officers may, when it is deemed expedient, upon the written request of at least two members of the Committee, call a meeting of the Committee for the purpose of

transacting any business of the Committee. The purpose of the meeting shall be set forth in the call of the meeting, and the call may be mailed, emailed or delivered to each Committee member and the news media at least two (2) days prior to such meeting. At the special meeting, any item of business may be transacted if the members have a majority vote of the members present to transact said business.

Section 3 - Quorum

The powers of the Committee shall be vested in the Committee. Thirty percent (30%) of the total membership of the Committee shall constitute a quorum for the purpose of opening a meeting. At a meeting, action may be taken by an affirmative vote of a majority of all those present.

Section 4 - Voting

The voting on all questions coming before the Committee shall be by yea or nay, or a show of hands, unless action is taken for a roll call vote on a particular matter. If a vote is approved, the yeas and nays shall be recorded in the minutes of such meeting. Each member may cast one vote on committee business items. In the event a member is unable to attend, the organization which that member represents may designate by letter a substitute representative for that particular meeting, thereby delegating the member's right to move, second or vote to that particular substitute person. Furthermore, the substitute representative's attendance may be counted as a regular member when it is to be determined whether a quorum is in attendance.

Section 5 - Conduct of Meetings

All meetings shall be conducted with order and decorum. The Committee shall follow the procedure determined appropriate by the Chairperson of the Committee, which may include the following:

- 1) Debate on any matter shall be closed by a motion and a second to bring the matter to a vote.
- 2) Any member of the Committee may make or second a motion.

Except as otherwise provided herein, all meetings shall be conducted in accordance with the most current edition of *Robert's Rules of Order*.

Section 6 - Participation by Members of the Public

Members of the public are encouraged to attend all regular and special meetings of the Committee. An opportunity will be provided at each meeting for members of the public to address the Committee on matters relating to local emergency preparedness. A member of the public who desires to address the Committee may mail or email a written notice of the intent to appear to the Chairperson and then sign-in with the Vice-Chairperson or designee before the meeting begins. Members of the public who appear at the meeting and wish to address the Committee will be allowed to do so without a

prior written notice of intent to appear; however, they will be required to wait until after any members of the public who have provided written notice of intent to appear have spoken. Members of the public are also encouraged to provide written opinions and information to the Committee by emailing or mailing written materials to the Chairperson. Members of the public include but are not limited to: citizens, industry representatives, experts, expert witnesses, and governmental representatives.

Section 7 - Meeting to Discuss the Emergency Plan

One regularly scheduled meeting each year during the month of April will be lengthened for the purpose of discussing emergency planning. Extra effort will be made to notify community groups of this meeting.

ARTICLE IV – SUBCOMMITTEES

Section 1 - Subcommittees

The Chairperson may from time to time appoint subcommittees composed of members of the Committee to study and report on matters relevant to the Committee. The subcommittees may solicit for outside input and expertise in order to gather information and other relevant data. The subcommittees may submit their reports to the entire Committee to the Chairperson or their designee. Subcommittees may represent the Committee as they contact the public.

Section 2 - Members

All subcommittees shall be comprised of a subcommittee Chairperson and several other members of the LEPC who are involved in areas relevant to the subcommittee's business.

Section 3 - Meetings

Each subcommittee shall hold meetings at such times as shall be determined necessary for the timely completion of their respective agendas. Meetings shall be called by the subcommittee chairperson. Notice of all meetings shall be given to each member at least two (2) days prior to the time of the meeting. In addition, a representative of any facility under consideration at the meeting must be notified of the meeting at least ten (10) days in advance.

Section 4 - Abolishment of Committees

Any subcommittee may be abolished by a majority vote of the LEPC members.

ARTICLE V – DISTRIBUTION OF THE EMERGENCY PLAN

Section 1 - Procedure

Each site-specific plan that is developed will be distributed, at a minimum, to: the fire chief, the chief executive of the jurisdiction in which the site is located, the facility coordinator,

the LEPC chairperson, and the emergency management coordinator. In addition, each plan shall be available for review at the emergency management coordinator's office during normal business hours.

ARTICLE VI -- AMENDMENTS

Section 1 - Amendments to Bylaws

The LEPC shall have the power to recommend amendment to these bylaws in the following manner: written notice containing the proposed amendment(s) shall be sent to each member of the LEPC at least forty-five (45) days in advance of the date set for voting on such amendment(s). To be approved for recommendation, amendments must receive a two-thirds (2/3) majority vote of approval. The Board of Commissioners shall have final approval of any amendments.

Section 2 - Filing of Bylaws and Amendments to Bylaws

A copy of these bylaws and any amendments to these bylaws shall be provided to: the Board of Commissioners of Van Buren County, the Van Buren County Clerk, the Michigan Emergency Planning and Community Right-to-Know Commission and any person who requests a copy.

ADOPTED BY THE VAN BUREN COUNTY BOARD OF COMMISSIONERS, this

_____ day of _____, 2021.

Richard Godfrey, Board Chairman

Mike Chappell, Vice-Chairman

VAN BUREN COUNTY OFFICE OF DOMESTIC PREPAREDNESS

DIVISION OF VAN BUREN COUNTY SHERIFF'S OFFICE

205 South Kalamazoo Street • Paw Paw, Michigan, 49079 - 1594

TELEPHONE (269) 657-7786 • FAX (269) 657-7787

Lt. Robert A. Kirk

Director

kirk@vbco.org



Daniel E. Abbott

Sheriff

abbott@vbco.org

LEPC Meeting

VBC EOC

Wednesday, November 18, 2020

Call to Order: 8:33am

Introductions:

In Attendance: Heather Barr, Erica Bays, Gary Brown, Mike Chappell, Richard Godfrey, Kyleen Gray, Bob Kirk, Pete Lumbert, April Serne, Todd Skinner, Doug Townsend, Robert Wilson, Jennifer Zordan, Donovan Thomas, Pam Grosvenor, Alyssa Skolasky, Craig Massey, Steve Smith Amanda Drew,

Guest: Sheriff Dan Abbott

Dennis Reynolds- Excused

Public Comments: None

Review of Last Meeting Minutes: motion to approve- Gary Brown, second by Chappell

Old Business:

- Steve Smith LEPC Contract – has moved through Committee of the Whole and goes in front of the BOC next week.

New Business:

- New SARA Title III Plans review by State- Couple of errors- ID # - They were corrected and resubmitted.
- Skinner working on Paw Paw Produce Plan- Site visit completed last year by Kirk.
- Next Group of Plan sites and visits that we would like to conduct are: New Covert Generating Plant, Albemarle, ITC Transmissions, AEP and Love Joy.
- Review/ Update of LEPC By-Laws- Minor addition to the by-laws of public view of minutes on LEPC site on Sheriff's Office website. - Approved
- Vote next month on Chair and Vice Chair positions
- Discuss next year's schedule – Cancel April meeting- Inter Ops Conference
-- Cancel July meeting

Round Table: Nothing brought forward.

Next meeting December 16th at 8:30am.

Motion to adjourn by Godfrey; second by Chappell. Meeting adjourned at 8:41am

Emergency 911 • Domestic Preparedness Assistant (269) 657-2006 ext. 3998 • Sheriff's Office (269) 657-3101



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tim McGee - 911 Director
DATE: January 26, 2021
RE: VHF Radio Project - Tower Site Lease Agreements

REQUEST:

The request is to approve Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority.

BACKGROUND:

VBCO 911 Central Dispatch has utilized various resources around the county to house radio equipment as part of the VHF radio system. In the process of the current upgrade project of the Fire/EMS VHF radio system, it has been determined to add one additional site, move 3 sites, and reuse an additional 3 sites. Lease agreements to house radio equipment have been produced and presented to the various entities for review and have been approved at each of those levels.

1. Columbia Township – Land lease agreement for construction of replacement radio tower & housing of radio equipment. Located at 12316 52nd St., Grand Junction. Lease agreement includes allowing Columbia Twp. to co-locate township owned public safety radio equipment on this county owned tower. This site will include back up generator, security fencing, and the payment of utilities to operate. 5-year term, renewable. Approved and signed by Columbia Twp Supervisor 17 November 21.
2. Covert Township – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the Covert Township water tower located at 34875 M-140. This site includes the placement of a back-up generator, security fencing, and the payment of utilities to operate. 5-year lease, renewable. Approved by Covert Twp Board & signed on 22 December 2020. (This is a relocation of a tower site currently on the property of Palisades Nuclear Power Plant) 2
3. Gobles City – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the City of Gobles water tower located at 108 E. Van Buren St. This site includes the placement of a back-up generator and the payment of utilities to operate the site. 5-year lease, renewable. Approved by Gobles City Council & signed on 15 December 2020 (This site is being upgraded and reused).
4. Oxley Farms – Radio Tower space lease agreement for placing upgraded equipment on the radio tower at the Chris Oxley farms located at 29001 CR 358. Agreement to continue

payment of preventative & ongoing maintenance on the back-up generator and county owned radio equipment. 5-year lease, renewable. Approved by Chris Oxley on 05 January 2021 (This site is being upgraded and reused)

5. Paw Paw Village – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the water tower located at 114 E. Berrien St. Agreement includes a onetime \$1000.00 Start Up fee, and payment of utilities for operation of county owned equipment. 3-year lease, with 2 additional 5 year renewals. Approved by Paw Paw Village Council on 23 November 2020 (This is a new additional site)

6. South Haven Area Water/Sewer Authority – Water Tower Space lease agreement for placement of radio equipment on top of and in the base of the water tower located at 1600 2nd Ave. Agreement includes placement of a back-up generator, separate metering and payment of utilities for operations. 5-year renewable. Approved by SHAWSA board on 02 December 2020. (This site is a relocation site from the South Haven Police/Fire complex at 90 Blue Star Hwy.)

RECOMMENDATION:

The recommendation is to approve Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority at the February 9, 2021 Board of Commissioners meeting and authorize the Board Chair to sign on its behalf.

ATTACHMENTS:

Description

- ▣ **Cover & Summary Memo**
- ▣ **Columbia Twp Agreement**
- ▣ **Covert Twp Agreement**
- ▣ **Gobles City Agreement**
- ▣ **Paw Paw Village Agreement**
- ▣ **Oxley Agreement**
- ▣ **SHAWSA Agreement**

Van Buren County Central Dispatch

Memo

To: Board of Commissioners

From: Tim McGee – 911 Director

cc: Dan Abbott – Sheriff
911 Advisory Board

Date: 05 January 2021

Re: Fire / EMS VHF Radio Project – Tower Site Lease Agreements

Background: VBCO 911 Central Dispatch has utilized various resources around the county to house radio equipment as part of the VHF radio system. In the process of the current upgrade project of the Fire/EMS VHF radio system, it has been determined to add one additional site, move 3 sites, and reuse an additional 3 sites. Lease agreements to house radio equipment have been produced and presented to the various entities for review and have been approved at each of those levels.

Recommended Action: Approve for signature, agreements with the following (summary included):

1. **Columbia Township** – Land lease agreement for construction of replacement radio tower & housing of radio equipment. Located at 12316 52nd St., Grand Junction. Lease agreement includes allowing Columbia Twp. to co-locate township owned public safety radio equipment on this county owned tower. This site will include back up generator, security fencing, and the payment of utilities to operate. 5-year term, renewable. Approved and signed by Columbia Twp Supervisor 17 November 21.
2. **Covert Township** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the Covert Township water tower located at 34875 M-140. This site includes the placement of a back-up generator, security fencing, and the payment of utilities to operate. 5-year lease, renewable. Approved by Covert Twp Board & signed on 22 December 2020.
(This is a relocation of a tower site currently on the property of Palisades Nuclear Power Plant)

3. **Gobles City** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the City of Gobles water tower located at 108 E. Van Buren St. This site includes the placement of a back-up generator and the payment of utilities to operate the site. 5-year lease, renewable. Approved by Gobles City Council & signed on 15 December 2020
(This site is being upgraded and reused).
4. **Oxley Farms** – Radio Tower space lease agreement for placing upgraded equipment on the radio tower at the Chris Oxley farms located at 29001 CR 358. Agreement to continue payment of preventative & ongoing maintenance on the back-up generator and county owned radio equipment. 5-year lease, renewable. Approved by Chris Oxley on 05 January 2021
(This site is being upgraded and reused)
5. **Paw Paw Village** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the water tower located at 114 E. Berrien St. Agreement includes a onetime \$1000.00 Start Up fee, and payment of utilities for operation of county owned equipment. 3-year lease, with 2 additional 5 year renewals. Approved by Paw Paw Village Council on 23 November 2020
(This is a new additional site)
6. **South Haven Area Water/Sewer Authority** – Water Tower Space lease agreement for placement of radio equipment on top of and in the base of the water tower located at 1600 2nd Ave. Agreement includes placement of a back-up generator, separate metering and payment of utilities for operations. 5-year renewable. Approved by SHAWSA board on 02 December 2020.
(This site is a relocation site from the South Haven Police/Fire complex at 90 Blue Star Hwy.)

Columbia Land / Space Lease Agreement

This Land / Space Lease Agreement is this 17th day of November, 2020, between Columbia Township, 53053 C.R. 388, Grand Junction, Michigan 49056 ("Township") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Township owns property ("land") located at 12316 52nd Street, Grand Junction, Michigan, further described as parcel number 80-06-021-002-01; and

Whereas, VBCO 911 wishes to utilize a portion of the land for the purpose of installing and operating a radio tower and equipment necessary to public safety operations in Van Buren County; and

Whereas, the Township agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Township and VBCO 911 as follows:

Terms

1. LEASED SPACE. The Township leases to VBCO 911 space on the land for the erection of a one hundred sixty (160) foot radio tower, installation of radio equipment cabinets ("equipment"), alternate power source (generator), and accessories. VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Township Supervisor, which consent shall not be unreasonably withheld. The Township Supervisor and VBCO 911 will determine the location of the Tower and the equipment on the land. After installation of the Tower and the equipment, VBCO 911 will not change the location without the written consent of the Township. The parties understand and agree that the Township's land is an integral part of providing public safety service to the Township's residents. VBCO 911 will exercise due diligence so as not to cause interference with the Township or other users and, if applicable, will use its best efforts to promptly reach a mutually agreeable resolution to any interference caused by the tower and/or equipment.

2. ACCESS: The Township also grants reasonable access to VBCO 911 in respect to the leased space on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 and the Township located on the Tower (excludes all third-party equipment).
- B. Install a security chain link fence with gate to enhance the security of the radio Tower's entrance, generator, and equipment. The placement and size of the fencing must be mutually agreed upon in writing by the Township Supervisor and VBCO 911 Director prior to work commencing.
- C. Install township owned radio equipment utilized specifically for the communications needs of the fire department. Installation of this equipment is to coincide and be coordinated with the initial installation of VBCO 911 VHF radio equipment on the tower. The Township agrees to purchase additional cabling necessary to connect between the tower and the base station located inside the fire station on the property.
- D. Pay monthly electric and propane gas utility costs for equipment owned and operated by VBCO 911 or owned by the Township(excludes all third-party equipment)

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the Township has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s).
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Columbia Township. VBCO 911 shall prior to installation, provide the Township with copies of any FCC or other radio licenses, and other permits necessary for the tower and equipment at the leased space.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either Columbia Township or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. MODIFICATION OF TOWER / EQUIPMENT. Except as otherwise provided herein, Columbia Township shall not modify or alter the Tower or accompanying equipment without prior written consent of VBCO 911.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower which is owned by VBCO 911 or the Columbia Township Fire Department pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against any of them relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance. Said insurance will be in a form and amount acceptable to the other party and each party expressly understands that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.
- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the leased space during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement and restore the land to the condition existing prior to the commencement of this lease. Unless the parties agree to an extension, any equipment (including the tower) remaining in the leased space after the expiration of said 120 days shall become the property of the Township. VBCO 911 shall be responsible for any costs incurred by the Township in removing VBCO 911's equipment and tower from the leased space.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The Township shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's acts or omissions or an Act of God or circumstances beyond the Township's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the Township, and executed by the parties in the same manner as this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement or sublet any portion of the leased space, or permit others to use the leased space or the Tower, without the prior written consent of the Township.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: Columbia Township
P.O. Box 323
Grand Junction, MI 49056
Attention: Township Supervisor

If to VBCO 911: Van Buren County Central Dispatch
205 S. Kalamazoo St.
Paw Paw, MI 49079
Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

[Signatures appear on following page]

Columbia Township (the "Township")

By: Linda Norton
Linda Norton
Its: Supervisor

Dated: November, 17, 2020

Van Buren County

By: _____
Richard Godfrey
Its: Chairman – Board of Commissioners

Dated: _____

By: _____
Daniel E. Abbott
Its: Sheriff

Dated: _____

By: _____
Tim McGee
Its: 911 Director

Dated: _____

Covert Water Tower Space Lease Agreement

This Water Tower Space Lease Agreement is this 22 day of DEC 2020, between Covert Township, of 73943 Lake Street, Covert, Michigan 49043 ("Township") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Township owns a Water Tower ("Tower") located at 34875 M-140 Hwy, Covert, Michigan, Michigan, further described as parcel number 80-07-014-040-10; and

Whereas, VBCO 911 wishes to utilize space on top of the Tower and space in the base of the Tower ("leased space") for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the Township agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Township and VBCO 911 as follows:

Terms

1. LEASED SPACE. The Township leased to VBCO 911 space on the Tower for the installation of 2 microwave dishes and floor space (approx. 20-24 sq. ft.) in the base of the Tower for installation of 2 equipment cabinets ("equipment"). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Township Supervisor, which consent shall not be unreasonably withheld. The parties understand and agree that the Township's water Tower is an integral part of providing water service to the Township's residents. VBCO 911 will exercise due diligence so as not to cause interference with the water service for the Township or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with said water service caused by the equipment.

2. ACCESS: The Township also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. An engineering firm/company to make recommendations on the design and attachment of the antenna structure systems(s), attaching and running cable/feed lines, and a general structural analysis of the Tower. The engineering firm/company shall be mutually agreed upon in writing by both parties. In the event the engineering firm/company provides multiple options to accomplish these tasks, the option selected shall be mutually agreed upon in writing by the Township Supervisor and the VBCO 911 Director.
- B. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 and the Township (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this agreement. This shall include any electrical work that is required as a result of the generator installation.
- C. Install a security chain link fence with gate to enhance the security of the water Tower's entrance, generator, and equipment. The placement and size of the fencing must be mutually agreed upon in writing by the Township Supervisor and VBCO 911 Director prior to work commencing.
- D. Pay monthly electric and natural gas utility costs for equipment owned and operated by VBCO 911 (excludes all third-party equipment).

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the Township has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s). VBCO 911's use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with the Township's use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Covert Township. VBCO 911 shall prior to installation, provide the Township with copies of any FCC or other radio licenses necessary for the equipment at the leased space.

5. **TERM: RENEWAL.** The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. **TERMINATION.** This agreement may be terminated by resolution of either Covert Township or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. **MAINTENANCE OF TOWER AND EQUIPMENT.** Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. **MODIFICATION OF PREMISES.** Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of the Township.

9. **EXPENSES.** Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of the Township. VBCO 911 shall be responsible for any costs incurred by the Township in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb Township-owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The Township shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond the Township's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the Township, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the Township.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: Covert Township
 73943 Lake St.
 Covert, MI 49043
 Attention: Township Supervisor

If to VBCO 911: Van Buren County Central Dispatch
 205 S. Kalamazoo St.
 Paw Paw, MI 49079
 Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

Covert Township (the "Township")

By: _____

Dennis Palgen

Its: Supervisor

Dated: _____

Van Buren County

By: _____

Richard Godfrey

Its: Chairman – Board of Commissioners

Dated: _____

By: _____

Daniel E. Abbott

Its: Sheriff

Dated: _____

By: _____

Tim McGee

Its: 911 Director

Dated: _____

Gobles Water Tower Space Lease Agreement

This Water Tower Space Lease Agreement is this 15th day of DEC, 2020, between the City of Gobles, of 105 E. Main St., Gobles, Michigan, 49055 ("City") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the City owns a Water Tower ("Tower") located at 108 E. Van Buren St, Gobles, Michigan, further described as parcel number 80-51-730-021-00; and

Whereas, VBCO 911 wishes to utilize space on top of the Tower and space in the base of the Tower ("leased space") for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the City agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and VBCO 911 as follows:

Terms

- 1. LEASED SPACE.** The City leased to VBCO 911 space on the Tower for the installation of 2 microwave dishes (2-3 ft in diameter) and floor space (approx. 20-24 sq ft) in the base of the Tower for installation of 2 equipment cabinets ("equipment"). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the City Mayor, which consent shall not be unreasonably withheld. The parties understand and agree that the City's water Tower is an integral part of providing water service to the City's residents. VBCO 911 will exercise due diligence so as not to cause interference with the water service for the City or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with said water service caused by the equipment.
- 2. ACCESS:** The City also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. An engineering firm/company to make recommendations on the design and attachment of the antenna structure systems(s), attaching and running cable/feed lines, and a general structural analysis of the Tower. The engineering firm/company shall be mutually agreed upon in writing by both parties. In the event the engineering firm/company provides multiple options to accomplish these tasks, the option selected shall be mutually agreed upon in writing by the City's Mayor and the VBCO 911 Director.
- B. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this agreement. This shall include any electrical work that is required as a result of the generator installation.
- C. Pay monthly electric and natural gas utility costs for equipment owned and operated by VBCO 911 (excludes all third-party equipment).

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the City has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s). VBCO 911's use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with the City's use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and City of Gobles. VBCO 911 shall prior to installation, provide the City with copies of any FCC or other radio licenses necessary for the equipment at the leased space.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either the City of Gobles or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of the City.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of the City. VBCO 911 shall be responsible for any costs incurred by the City in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb City-owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The City shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond the City's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the City, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the City.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: City of Gobles
 105 E. Main Street
 P.O. Box 38
 Gobles, MI 49055
 Attention: City Mayor

If to VBCO 911: Van Buren County Central Dispatch
 205 S. Kalamazoo St.
 Paw Paw, MI 49079
 Attention: 911 Director

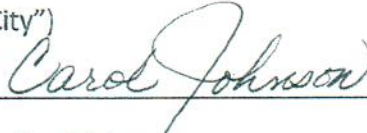
22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

City of Gobles (the "City")

By: _____



Carol Johnson

Its: Mayor

Dated: 12/15/20

Van Buren County

By: _____

Richard Godfrey

Its: Chairman – Board of Commissioners

Dated: _____

By: _____

Daniel E. Abbott

Its: Sheriff

Dated: _____

By: _____

Tim McGee

Its: 911 Director

Dated: _____

COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Communications Site Lease Agreement (Water Tower) (the "Lease" or "Agreement") is made and entered into this ___ day of _____, 2020, by and between the Village of Paw Paw, whose mailing address is 111 E. Michigan Avenue, Paw Paw, Michigan 49079, hereinafter referred to as "Lessor," and Van Buren County 911 Central Dispatch ("VBCO 911"), whose mailing address is 205 S. Kalamazoo St., Paw Paw, Michigan 49079, hereinafter referred to as "Lessee."

IT IS HEREBY AGREED that Lessor will lease to Lessee certain designated space on a Village-owned water tower located at 114 E. Berrien St., Paw Paw, Michigan 49079, for the purpose of installing, housing and operating certain communications equipment, including but not limited to a transmitter/receiver base stations, antenna systems, and satellite dishes, and that Lessee hereby agrees to accept such a space for such purposes, in accordance with the following terms and conditions:

1. **Leased Premises.** Lessor hereby leases to Lessee a portion of that certain parcel of real property, owned by Lessor and commonly known as the Village Water Tower, Paw Paw, Michigan hereinafter referred to as "Site" and legally described on Exhibit A. Specifically, Lessor will lease to Lessee the following portion of the Site, which portion will collectively be referred to herein as the "Leased Premises":

A. Space on tower for two flat 4.9 GHz 20" x 20" square panel antennas and two 3'11 GHz HP Radio Waves Dishes.

B. Space to run electrical conduits, wire, cables, cable trays, and other necessary connections from the main electrical feed point to Lessee's transmitter/receiver base station(s); 110v power provided by Lessor at Lessee's expense, as provided herein;

C. Space for phone lines, with the necessary telephone blocks and the space to route these telephone lines from their demarcation point to Lessee's transmitter/receiver base station(s);

D. The space to run other conduits, wires, cables, cable trays, and other necessary connections, including but not limited to phone lines, electrical cable, and coaxial cable, from the cable's source point to Lessee's transmitter/receiver base station(s), and its antenna systems. Lessor further agrees to grant Lessee or to the utility companies as Lessee may designate, a utilities path necessary to serve the Communications Equipment, as identified in Paragraph 2;

The specific areas, on the water tower, the ground space beneath and ingress and egress areas that will constitute the Leased Premises, and that may be used by Lessee for the foregoing equipment, and the planned installation of the equipment, shall be depicted on the site plan attached hereto as Exhibit B.

2. **Communication Equipment.** Lessee will use the Leased Premises to install, construct, house, operate, maintain, and repair Lessee's Communications Equipment.

Lessee's Communications Equipment may include transmitter base stations, antenna system, Microwave dish, coaxial cable or helix cable, any other necessary cable the tower may require, or Fiber optic cable and telephone lines, and any necessary utilities servicing such equipment. This equipment will hereinafter be referred to as the "Communications Equipment". Lessee will have the right to add, remove or substitute equipment should the need arise, including installation of an equipment shelter if interior space is not available, provided Lessee pays all costs associated therewith. Lessee will retain title to all its Communications Equipment, and, upon termination of this Lease, Lessee will be entitled to remove all its Communications Equipment.

Lessee shall not install Communications Equipment, or make any alteration to the Leased Premises, until it has provided to Lessor, and Lessor has reviewed and approved plans and specifications and the proposed location for the Communications Equipment. Upon completion of the construction of the Communications Equipment, Lessee, within thirty (30) days from such completion, shall (1) provide Lessor with a complete copy of any "as-built" drawings of the Communications Equipment (at Lessee's sole cost), and (2) obtain and provide to Lessor written verification that, to the best of the Lessee's knowledge, the Communications Equipment substantially complies with all applicable statutes, codes, requirements, regulations, and ordinances. Lessee's failure to obtain such approvals shall constitute a material breach of this Agreement.

3. Use of Leased Premises by Others. Lessee acknowledges that it may only use the Leased Premises for its own equipment and may not sublet or partially assign its rights granted hereunder. Lessee further acknowledges that Lessor may grant other parties the right to install telecommunications equipment or use the Site and the Leased Premises, provided the additional rights granted do not prevent Lessee from exercising the rights granted herein.

Lessee further acknowledges that Lessor may have previously entered into a lease agreement with other parties for the lease of a portion of the Leased Premises for communications equipment. Lessee's use of the Leased Premises shall not infringe or otherwise disturb or interfere with any such existing party's use of, equipment on, or signals from the Leased Premises and Lessee shall work directly and cooperatively with such other party(s) to ensure compliance with this requirement. Should it be determined by such prior party(s) that Lessee's equipment or signal otherwise infringes upon or disturbs or interferes with the prior party's equipment or signal, Lessee shall correct or modify its equipment, at Lessee's sole cost and expense, to eliminate such infringement or disturbance.

Further, Lessee's Communication Equipment and Lessee's operations and activities on the Leased Premises shall not interfere with Lessor's operations and maintenance of the water tower on the Site, and Lessee shall immediately cease or correct any such interference.

Lessee may be required to take reasonable steps to accommodate such additional parties as may be granted rights after Lessee; but Lessor hereby agrees that any such additional party shall not be given the right to interfere with or obstruct Lessee's operations and facilities. In the event Lessee believes such additional parties are directly interfering with Lessee's operations or facilities, Lessee shall have the right to seek remedies directly

against such additional party. Lessee's remedy for such interference shall, therefore, be directly against such additional parties, rather than Lessor.

4. **Term.** The term of this lease shall be 36 months commencing on _____, 2020, hereinafter referred to as the "Commencement Date."

5. **Renewal.** Subject to the other provisions of this Lease, the term of the Lease shall automatically renew for two (2) additional periods of sixty (60) months unless the Lessee notifies the Lessor of his intention to terminate such Lease on or before thirty (30) days prior to the expiration of the current term of the Lease. Lessee reserves the right as long as Lessee is not in default as to such Lease, to terminate the Lease at any time with a sixty (60) day written notice to Lessor. In the event that the Village of Paw Paw sells the Leased Premises or undertakes such changes as may render the Leased Premises no longer usable for the purposes contemplated by this Lease, this Lease shall terminate without further liability for either party. In the event of a termination, Lessee will have six (6) months to vacate the premises, but shall be required to pay Rent for this time period and for any additional time when the Communications Equipment has not been removed and the Leased Premises fully restored as provided in Paragraph 16 hereof. The termination must be made in writing and signed by an officer of Lessee.

6. **Start Up Fee.** A one-time non-refundable payment of \$1,000 shall be made to Lessor upon the signing of this Lease, to compensate Lessor for initial Lease expenses.

7. **Access to the Leased Premises.** Lessee shall not interfere with Lessor's access to the Leased Premises or any part thereof. Lessee shall have the right of access to the Leased Premises, twenty-four (24) hours a day, seven (7) days a week as may be required for Lessee to access, install, construct, house, operate, maintain, repair, replace, protect, or secure the Communications Equipment and otherwise exercise the rights granted herein, except as described below.

8. **Utilities.** Lessee will be responsible for and will promptly pay all charges attributable to Lessee's use of electricity, HVAC and other utilities used by Lessee at the Leased Premises. Lessee shall have the right to install additional utilities and conduits necessary to service the Leased Premises and to improve the present utilities servicing the Leased Premises, subject to Lessor's approval of the proposed installation. Such improvements shall be at Lessee's sole cost. Lessee shall install and separately meter metering facilities so as to measure Lessee's usage of electricity, HVAC and other utilities used by Lessee and Lessee shall directly pay for all utility costs that Lessee incurs. In the event Lessee does not install and maintain separate metering for its utility usage, Lessor shall establish a reasonable method for allocating costs, which it may adjust from time to time, and Lessee shall pay its share of the allocated costs, as additional Rent, within thirty (30) days of receipt of an invoice therefor from Lessor. If separate meters are installed, each party shall be responsible for its own charges incurred.

9. **RF Compliance.** Lessee will maintain its equipment in compliance with the FCC guidelines. The Lessee agrees to restrict access to the premises and allow the posting of warning signs as specified in any routine evaluation that may be performed by Lessee, if required by the FCC. All equipment shall be maintained so as to be safe and not unsightly.

10. **Notice.** Any notice or demand required or permitted to be given hereunder will be sufficiently given if made by regular, registered, certified mail, postage prepaid, or return receipt requested, overnight courier, or hand delivery addressed to the other party at the address set forth herein. Any such notice or demand will be deemed to have been made by mail, the next business day if by overnight courier, and upon receipt if by hand delivery. Either party may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

If to Lessor:
Village of Paw Paw
Attn: Village Manager
111 E. Michigan Avenue,
PO Box 179
Paw Paw Michigan 49079
Phone: (269) 657-3148

If to Lessee:
Van Buren County 911 Central
Dispatch
205 S. Kalamazoo St.,
Paw Paw, Michigan 49079
Attn: 911 Director
Phone: (___) __-__

With a copy to:
Mika Meyers Beckett & Jones PLC
Attn: Mark A. Van Allsburg, Esq.
900 Monroe Ave., NW
Grand Rapids, MI 49503-1423
Phone: (616) 632-8039

11. **Liability and Indemnity.** Lessee agrees to indemnify and hold the Lessor harmless from any loss, damage, cost, expense or claims, which Lessor may incur as a result of Lessee's exercise of the rights granted hereunder, including acts or omissions of Lessee, its agents, contractors, invitees and employees, arising from or related to this Lease.

12. **Defaults and Remedies.** Failure by either party to perform any obligation under this Lease, will not constitute default unless the non-defaulting party gives the defaulting party written notice of such failure, and the defaulting party fails to correct such failure within thirty (30) days of that notice; provided, however, that if the defaulting party commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion within thirty (30) days after such notice, the default shall be considered cured. As for the payment of Rent, failure to pay Rent within twenty (20) days of the required due date shall constitute a default. No notice to Lessee shall be required as to a default pertaining to the payment of Rent.

In the event of a default as provided above, the non-defaulting party, in addition to any other rights it may have at law or in equity, will have the right to terminate this Lease upon ten (10) days prior written notice.

13. **Taxes.** Lessor will be responsible for the declaration and payment of any real property taxes assessed against the Site; provided however, if a special assessment or other additional tax liability is assessed against Lessor because of Lessee's Communication Equipment, Lessee shall be responsible for such Special Assessment or other additional tax

liability and costs, not excluding fines and permits, so that Lessor's property is in good standing with all federal, state, and local governments.

14. **Insurance.** Lessee will secure and maintain during the term of this Lease, at its sole cost and expense, a policy of general liability insurance, on an occurrence basis, in the amount of two million dollars (\$2,000,000.00) combined single limit for bodily injury and for property damage. This policy will name the Village of Paw Paw as an insured on the policy. In the event any damage to the Site or to persons or property is caused by Lessee, its agent, contractors, invitees or employees or by Lessee's Communications Equipment, Lessee shall be solely responsible at its expense for repairing Lessor's property to its preexisting condition or in the event repairs are not possible, then replacing Lessor's property to its preexisting condition, and for payment of any other damage or injury caused thereby, including expenses incurred by the Lessor.

Lessee shall also carry liability insurance naming the Village of Paw Paw as insured so that in the event that Lessee's Communications Equipment was to cause damage to Lessor's Site or other structures on or around said Leased Premises, such insurance would cover all losses and damages resulting therefrom. Such damage includes, but is not limited to, injuries caused by fire, electrical, wind, or structural collapse.

15. **Environmental Indemnification.** Lessee shall defend, indemnify and hold harmless Lessor from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including actual legal expenses) of whatever kind and nature that Lessor may incur as a result of the release by Lessee on, in, or under the Site of any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, PCBs, petroleum or other fuels (including crude oil or any extraction or derivative thereof) or USTs. Lessee agrees that it shall not allow any such materials or substances, or any hazardous materials or waste, to be used, stored or located on the Site.

16. **Condition of Leased Premises.** Lessor will furnish the Site, including the leased Premises, to Lessee in good condition and will repair and maintain the Site in good condition during the term of this lease, but Lessor makes no representations regarding the suitability or fitness of any portion of the Site or Leased Premises for any specific purpose. Upon expiration, cancellation, or termination of this lease, Lessee will remove its Communications Equipment from the leased Premises and will restore the Leased Premises, and if applicable, the Site, to substantially the same condition as received, ordinary wear and tear excepted. This shall be done at the Lessee's expense.

17. **Assignment.** Lessor may assign all of its interest in this Lease without Lessee's permission, subject to the terms and obligations of this Lease. For any other assignment by Lessee, the Lessor's written consent shall be required, upon receipt of assurance that the assignee can reasonably be expected to comply with the obligations of this Lease. Further, because this Lease is granted, in part, as a public service, Lessor may withhold such consent without reason, particularly if assignee is a non-governmental for-profit company.

18. **Government Approvals.** To the best of Lessor's knowledge, the Site, and any improvements thereon, comply with all applicable laws, ordinances, rules and regulations of

any municipal, state or federal government having jurisdiction over the Site, including but not limited to zoning and building codes.

Lessee shall at all times comply with all laws, ordinances, rules and regulations of municipal, state, and federal governmental authorities relating to the Site and its use by Lessee hereunder, including the installation, maintenance, height, location, use, operation, and removal of its Communications Equipment, and other alterations or improvements authorized herein. Lessee, at its expense will be responsible for obtaining and maintaining all permits and approvals required by governmental or regulatory agencies arising out of Lessee's intended use of the Site. Lessor agrees to cooperate with Lessee in obtaining such permits and approvals and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connections with the permits and approvals, with all expenses to be paid by Lessee.

19. Relocation of Communications Equipment. Lessor may require Lessee to relocate its Communications Equipment at the Site if it is shown, following investigation by Lessor, that Lessee's Communication Facilities interfere with any or all of the following: (a) the operation of the Village Water Tower for its intended use and purpose; (b) the Village's communication facilities located in the Water Tower or on the Site; or (c) the Authority's communications equipment. The requested Relocation of Lessee's Communications Equipment by Lessor pursuant to this Paragraph 19 shall be at Lessee's sole expense.

20. Marking and Lighting Requirements. If applicable Lessee will provide Lessor with the FCC/FAA Structure Registration Number and a copy of the registration certificate. Lessee acknowledges that it will be responsible at Lessee's sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require regardless of Lessee's intended use of the Site. Lessee will indemnify and hold harmless Lessor from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Further, should the FAA cite Lessor or in the event any claims are brought against Lessor because the Site is not in compliance, Lessee will indemnify Lessor for all costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessee does not cure the conditions of non-compliance within the time period allowed by the citing agency, Lessor, in addition to all of its other remedies, may terminate this Lease immediately without any further liability hereunder upon written notice to Lessee. Lessee agrees to apply, for, receive, and pay for all necessary permits and agrees to pay all tax easements that may occur because of this lease to Lessor's property. Notwithstanding the foregoing, Lessee shall not be permitted, or authorized hereunder, to place any lights on the water tower or to undertake any operations that would require lighting to be placed on the water tower.

21. Quiet Enjoyment. If Lessee is in compliance with the covenants and conditions of this Lease, then subject to the terms and conditions of this Lease, Lessee shall be entitled to peaceably and quietly hold and enjoy the Leased Premises during the initial term or any renewal term of this Lease.

22. Representation and Warranties. Lessor represents and warrants (a) that it is the owner of the Site in fee simple, unencumbered by any lien, agreement, mortgage, condition or covenant that would adversely affect Lessee's use of the Leased Premises

pursuant to this Lease; and (b) that it is duly organized, validly existing and in good standing and has all the rights powers and authority to make this Lease and bind itself through the party set forth below as signatory of Lessor.

Lessee represents and warrants that it is duly organized, validly existing and in good standing and has all the rights powers and authority to make this Lease and bind itself through the party set forth below as signatory of Lessee.

23. **Destruction or Condemnation of Site.** In the event said Site was to become damaged or condemned to a degree that precludes further operations as contemplated by this Lease, either party shall have the option to terminate this Lease without further liability hereunder, upon thirty (30) days written notice to the other party. Lessor alone shall be entitled to any awards, payments or compensation related to a condemnation proceeding or settlement thereof pertaining to the Site and Leased Premises.

24. **Waiver of Lien.** The Lessee's property will remain the exclusive property of Lessee. In this connection, Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Equipment or any portion thereof whether the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of same from time to time in Lessee's sole discretion and without Lessor's consent. Lessee may enter into a secured financing arrangement for which the Communications Equipment of this lease is security, provided such an arrangement shall not impair or abridge the rights of Lessor under this Lease and such secured party shall be bound by and subject to the terms and provisions of the Lease from the time it succeeds to the interest of Lessee under this Lease.

25. **Entire Agreement and Binding Effect.** This Lease and any attached Exhibits, signed or initialed by the parties, constitute the entire agreement between Lessor and Lessee and shall supersede all prior offers, negotiations and agreements; no prior written or contemporaneous oral promises or representations will be binding. The undersigned have full power and authority to bind their principals to this Lease. This Lease will not be amended, or changed except by written instrument signed by both parties hereto. If any clause or provision of this Lease is found to be invalid and unenforceable with respect to any party, the remainder of this Lease will not be affected and will remain valid and enforceable. Paragraph captions herein are for convenience only, and neither limits nor amplifies the provisions of this Site Lease.

The provisions of this Lease will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, transferees, and permitted assignees.

26. **Choice of Law.** The Lease will be governed and construed by the laws of the State of Michigan.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease, effective as of this ____ day of _____, 2020.

LESSOR

Village of Paw Paw, a Michigan
municipal corporation

By: _____
Sarah Moyer-Cale, Village Manager

LESSEE

Van Buren County

By: _____
Richard Godfrey, Chairman of the Board

By: _____
Daniel E. Abbott, Sheriff

By: _____
Tim McGee, 911 Director

EXHIBIT A to Lease Agreement

Legal Description of Site

842 3-14 564-563 LOTS 1-2-6 & 7 BLK 9 VILLAGE OF PAW PAW ORIGINAL PLAT.

EXHIBIT B to Lease Agreement

Site Plan

Oxley Farms Tower Space Lease Agreement

This Tower Space Lease Agreement is this _____ day of _____, 2020, between Chris Oxley, of 29001 County Rd 358, Lawton, Michigan 49065 and Van Buren County – specifically Van Buren County 911 Central Dispatch (“VBCO 911”), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Chris Oxley owns a radio Tower (“Tower”) located at 29001 CR 358, Lawton, Michigan, further described as parcel number 80-02-033-011-00.

Whereas, VBCO 911 wishes to utilize space on the Tower and space at the base of the Tower (“leased space”) for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the Chris Oxley agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Chris Oxley and VBCO 911 as follows:

Terms

1. LEASED SPACE: Chris Oxley lease to VBCO 911 space on the Tower for the installation of 2 microwave dishes and space (approx. 12-16 sq. ft.) at the base of the Tower for installation of an equipment cabinet (“equipment”). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Chris Oxley, which consent shall not be unreasonably withheld. VBCO 911 will exercise due diligence so as not to cause interference with the operations of Chris Oxley or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with Chris Oxley’s operations caused by the equipment.

2. ACCESS: Chris Oxley also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. Annual preventative maintenance on the backup power generator not to exceed \$750.00 annually.

- B. Radio and/or phone circuitry costs.
- C. Maintenance costs of the radio equipment, VBCO 911 antenna systems and power to the enclosure from the service distribution center owned by Chris Oxley.

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in “as is” and “where is” condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and Chris Oxley has not made any representations concerning the suitability of the leased space for VBCO 911’s specific use(s). VBCO 911’s use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with Chris Oxley’s use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Antwerp Township. VBCO 911 shall prior to installation, provide Chris Oxley with copies of any FCC or other radio licenses necessary for the equipment at the leased space.
- C. Chris Oxley agrees to provide primary and alternate power supply to the tower and equipment.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either Chris Oxley or Van Buren County’s Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party’s employees or agents.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of Chris Oxley.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless Chris Oxley from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.
- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of Chris Oxley. VBCO 911 shall be responsible for any costs incurred by Chris Oxley in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb Chris Oxley's owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. Chris Oxley shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond Chris Oxley's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing board of VBCO 911 and Chris Oxley, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of Chris Oxley.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to Chris Oxley: Chris Oxley
29001 County Rd. 358
Lawton, MI 49065

If to VBCO 911: Van Buren County Central Dispatch
205 S. Kalamazoo St.
Paw Paw, MI 49079
Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

Chris Oxley

By: _____

Dated: _____

Van Buren County

By: _____

Dated: _____

Richard Godfrey

Its: Chairman – Board of Commissioners

By: _____

Dated: _____

Daniel E. Abbott

Its: Sheriff

By: _____

Dated: _____

Tim McGee

Its: 911 Director

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”), dated as of the latter of the signature dates below (the “Effective Date”) is entered into by South Haven Water/Sewer Authority, a Michigan municipal authority, having a mailing address of 1199 8th Avenue, South Haven, MI 49090 (“Landlord”) and Van Buren County, a Michigan county government having an address of 205 S. Kalamazoo, St., Paw Paw, MI, 49079, on behalf of a county operation known as Van Buren County 911 Central Dispatch (collectively, “Tenant”).

RECITALS

A. Tenant desires to lease space on Landlord’s elevated water tank at 1600 2nd Avenue (the “Structure”) and in the surrounding area in order to install and maintain 2 telecommunications dishes and incidental related equipment (collectively, the “Antenna Facilities Facilities”), which it intends to use to provide public safety services.

B. Lessor believes that the services provided by Tenant are of significant benefit to the community and wishes to accommodate Tenant’s request pursuant to the terms and conditions of this Lease.

TERMS AND CONDITIONS

1. Leased Premises. Landlord hereby leases to Tenant the non-exclusive use of space at the top of the Structure and an area approximately 20-24 square feet at the base of the Structure to install and maintain the Antenna Facilities. Tenant shall cooperate with the South Haven Department of Public Works Director to identify appropriate locations for the Antenna Facilities, which shall be documented in writing and shall become a component of this Lease.

2. Term. The Term of this Lease Agreement shall be for five (5) years commencing on the Execution Date and shall automatically renew thereafter on an annual basis unless either party provides written notice of non-renewal to the other at least 60 days prior to the automatic renewal date.

3. Compensation. Landlord accepts as good and valuable consideration for this Lease Tenant’s commitment to provide 911 services to residents of the South Haven area and to comply with the terms and conditions of this Lease.

4. Governmental Approval Contingency. Tenant’s right to use the Leased Premises is contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority.

5. Tenant’s Use.

a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant’s use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies (like Tenant), including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies with uses not related to public safety; and

4. Entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, wireless internet, etc. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved Antenna Facilities, and uses customarily incidental thereto, for providing public safety services. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

c. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and with any applicable FCC rules and regulations. Tenant's installation of the Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

d. Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant.

e. Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment.

f. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure, if any, and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

g. Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, only in accordance with the terms of this Subparagraph. Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time

other than the normal working hours of Landlord, Landlord may charge Tenant for whatever expense, including employees' wages, that Landlord may incur in providing such access to Tenant. The access granted by this subparagraph is a "license" for purposes of Michigan law, and therefore does not grant any property interest to Tenant.

6. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord additional Landlord expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Structure, that are caused by Tenant's occupancy of the Leased Premises.

7. Utilities / Backup Generator. Tenant shall reimburse Landlord each month for electricity to the Antenna Facilities, which shall be separately metered. Tenant is responsible for providing any other utilities needed for its operation, and must obtain Landlord's consent before further utilities can be installed or connected. Further, Tenant shall be permitted to install and maintain an on-demand backup generator large enough to operate all equipment belonging to VBCO 911 (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this Lease. Tenant shall be responsible for any costs incurred as a result of the backup generator, including any electrical work that is required as a result of the generator installation.

8. Insurance and Indemnification.

a. Tenant shall, during the term of the Lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's equipment improvements. Tenant shall maintain a general liability insurance policy with a claim limit of at least One Million and No/100 Dollars (\$1,000,000.00), which shall name SHAWSA as an additional insured. Tenant shall provide sufficient proof of insurance to Landlord before installing the Antenna Facilities on the Structure.

b. Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Tenant or Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Structure or the adjacent areas, arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Landlord, and Tenant shall reimburse Landlord for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Landlord.

9. Damage or Destruction. If the Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, Landlord shall have the option to repair or replace the Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event it elects to terminate the Lease, neither Tenant nor Landlord shall have any further obligations hereunder. If Landlord elects to repair or replace the premises, until such repair or replacement is

completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the premises are restored to a condition that the Tenant can resume full operations at the premises.

10. Tenant Insolvency. It shall be a default by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within 90 days, or whenever a petition is filed by or against (to the extent not dismissed within 90 days) Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any state or federal law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar state or federal law, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

11. Lease Termination.

a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
2. By Tenant for cause with 60 days' written notice to Landlord if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;
3. By Tenant for cause with 60 days' written notice to Landlord if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;
4. By Landlord, upon 60 day's prior written notice to Tenant if its Landlord's governing board decides, for any reason, to use the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant;
5. By Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
6. By Landlord if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, provided that for a one year

period after termination under this subparagraph, Landlord shall not lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant; or

7. By Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's governing board.

b. Notice of Termination. The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice.

c. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 30 days from the termination or expiration date to remove its Antenna Facilities from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

12. Tenant Interference.

a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

b. With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth in under Subparagraph 5(a) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

c. Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within fifteen (15) days, the frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new

applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies, unless the Landlord or other higher priority user requests the use. In that event, the Tenant and all other tenants who have agreed to this provision shall pay for the necessary interference studies, pro rata.

d. Interference - New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

13. Assignment. This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord.

14. Miscellaneous Provisions.

a. Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenants, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased property.

b. Tenant's obligations hereunder shall be contingent upon Tenant's ability to use the premises for the purpose described in Paragraph (5) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.

c. Tenant shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals.

d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

e. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.

f. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

g. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the

remaining provision shall be enforceable in accordance with their terms.

- i. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In any dispute resolution proceeding between the parties in connection with this Lease, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs in such proceeding from the other party.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates stated below.

SOUTH HAVEN WATER/SEWER
AUTHORITY

VAN BUREN COUNTY

, Chair

By:

, Secretary

By:

Date: _____, 2020

Date: _____, 2020



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Zach Morris
DATE: January 26, 2021
RE: Village of Paw Paw Commercial Rehabilitation District

REQUEST:

The request is for Van Buren County to Ratify and Approve the Village of Paw Paw Establishment of a Commercial Rehabilitation District known as the Gateway Commercial Rehabilitation District No. 1806.

BACKGROUND:

Pursuant to PA 210 of 2005, on January 11, 2021, the Village of Paw Paw established a Commercial Rehabilitation District ("District") within the village upon written request of Slate Stone, LLC and other property owners in the District for an area in the vicinity of Commercial Avenue and South Gremps Street.

The properties in the District are older than 15 years. The majority of the work includes maintaining current tenants and attracting new tenants. The planned rehabilitation work will help the highly commercialized area to prosper, grow and be vibrant to attract new opportunities, business owners, clients and customers for years to come.

The Village Council of the Village of Paw Paw after notice and a public hearing was held determined that the District meets the requirements as set forth in sections 2(b) and 3 of PA 210 of 2005.

At their January 11, 2021 meeting, the Village Council deemed it to be in the public interest of the Village of Paw Paw to establish the Commercial Rehabilitation District as proposed.

A resolution of support from the County will provide evidence community leaders broadly support the creation of the District.

FINANCIAL IMPACT:

If the District is established, the owners may then apply for a property tax exemption certificate that can last from 1 to 10 years. Without further development, the taxable value will only decrease. With the creation of jobs and the in taxable value, the short term loss in tax revenue will be exceeded in the long term.

RECOMMENDATION:

The recommendation is for Van Buren County to Ratify and Approve the Village of Paw Paw Establishment of a Commercial Rehabilitation District known as the Gateway Commercial Rehabilitation District No. 1806 at the January 26, 2021 Board of Commissioners meeting.

ATTACHMENTS:**Description**

- ▢ **PawPawCRD_Hearing**
- ▢ **PawPawCRD_Resolution**



Village of Paw Paw

December 21, 2020

Mr. John Faul
Van Buren County
219 E. Paw Paw St, Ste 201
Paw Paw, MI 49079

Re: Commercial Rehabilitation District Hearing

Dear Mr. Faul,

Upon request from the applicant, Slate Stone LLC, the Village of Paw Paw will hold a public hearing to accept comment on a proposed Commercial Rehabilitation District within the Village of Paw Paw. The hearing notice and meeting information is enclosed.

The district would roughly encompass the area of Commercial Ave between Gremps Street and S. Kalamazoo Street, but would also include a couple of parcels on the east side of Kalamazoo Street. A map of the proposed area and parcel information are also enclosed.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Sarah Moyer-Cale
Village Manager

cc: Zachary Morris

**VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN**

NOTICE OF PUBLIC HEARING

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE VILLAGE OF PAW PAW, VAN BUREN COUNTY, MICHIGAN AND ALL OTHER INTERESTED PARTIES.

PLEASE TAKE NOTICE that a Public Hearing/Regular Meeting will be held by the Village of Paw Paw Village Council on **Monday, January 11, 2021 at 7:00 p.m. and be held electronically held in compliance with PA 228 of 2020 amending the Michigan Open Meetings Act.**

PLEASE TAKE NOTICE that the purpose of the Public Hearing is to receive comment on a proposed **Commercial Rehabilitation District** to include the following parcels: 80-47-583-030-00, 80-47-583-032-00, 80-47-583-052-00, 80-47-583-053-00, 80-47-583-055-00, 80-47-583-051-00, 80-47-161-006-00, and 80-47-161-007-00. The district will total approximately 4.2 acres in size.

Public comment will be taken at the hearing or written comment may be provided to the Village Offices prior to the meeting. Additional information regarding this hearing is available at the Paw Paw Village Hall, 111 E. Michigan Ave between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday or by sending a written request to PO Box 179, Paw Paw, MI 49079.

The Village of Paw Paw will provide necessary reasonable auxiliary aids and services at the hearing to individuals with disabilities, such as signers for the hearing impaired and audio tapes of printed materials being considered, upon three (3) days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village Clerk.

Sarah Moyer-Cale
Village Manager

VILLAGE OF PAW PAW
VAN BUREN COUNTY, MICHIGAN
111 E. Michigan Ave, Paw Paw, MI 49079
269-657-3148

NOTICE OF ELECTRONIC MEETING OF THE PAW PAW VILLAGE COUNCIL

PLEASE TAKE NOTICE that a Regular Council Meeting will be held by the Paw Paw Village Council on Monday, January 11, 2021 at 7:00 p.m. originally scheduled to be held at the Paw Paw District Library, 609 W. Michigan Ave, Paw Paw, MI 49079 will instead be an **Electronic Meeting, held in compliance with PA 228 of 2020 amending the Michigan Open Meetings Act.**

Members of the public body and of the general public participating electronically will be considered present and in attendance at the meeting and may participate in the meeting as if physically present at the meeting.

This meeting is being held electronically to allow participation in a way that promotes public engagement and transparency without creating risk of exposure or spread of the COVID-19 virus.

The public may participate in this meeting by dialing one of the numbers listed below and entering the Meeting ID when prompted to join by conference call. One can also participate by using the URL listed below to join the meeting by computer. Audio is available by phone or computer. Closed captioning can be made available by sending a request to s.moyer-cale@pawpaw.net or by calling 269-657-3148 before 4:00pm the day of the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/81690148578>

Meeting ID: 816 9014 8578

Dial by your location

- +1 301 715 8592 US (Washington D.C)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)

Meeting ID: 816 9014 8578

Find your local number: <https://us02web.zoom.us/j/81690148578>

The agenda for the meeting will be posted on our website, www.pawpaw.net. Members of the public participating in the meeting are encouraged to comment during the Public Participation portion of the agenda or during a public hearing when prompted by the presiding officer.

Persons may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting by emailing s.moyer-cale@pawpaw.net or by speaking during the public comment portion of the meeting.

Public comment will be taken at the meeting or written comment may be provided to the Village Offices prior to the meeting. Additional information regarding this electronic meeting is available by sending a written request to PO Box 179, Paw Paw, MI 49079 or by email to s.moyer-cale@pawpaw.net, or a request by phone at 269-547-3148.

Individuals with disabilities requiring auxiliary aids should contact the Village Clerk no less than three business days prior to the meeting to ensure the provision of reasonable accommodations.

Karla Tacy
Clerk

Sarah Braganini

804 S. Kalamazoo, Paw Paw, MI 49079

Phone: (906) 250-3725

► **Village of Paw Paw**

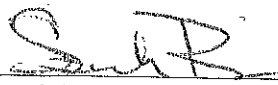
Petition to Establish a Commercial Rehabilitation District

We are writing to make a request that the business property located at 804 S. Kalamazoo St. along with the contiguous property to the South and directly across Kalamazoo St. to the North be considered as a Commercial Rehabilitation District (Please see attached map). The properties in this district are older than 15 years. The general nature and extent of rehabilitation to be undertaken is extensive and included in the subsequent pages in this request along with a descriptive list of work encompassed in this project, a time schedule for proposed work and its completion along with a statement of the economic advantages expected from the exemption for the property located at 804 S. Kalamazoo St. With this exemption, we hope to attract a buyer for the former Gallagher's parcel owned by West Coast Properties, LLC. I have included a parcel map of the area for your review.

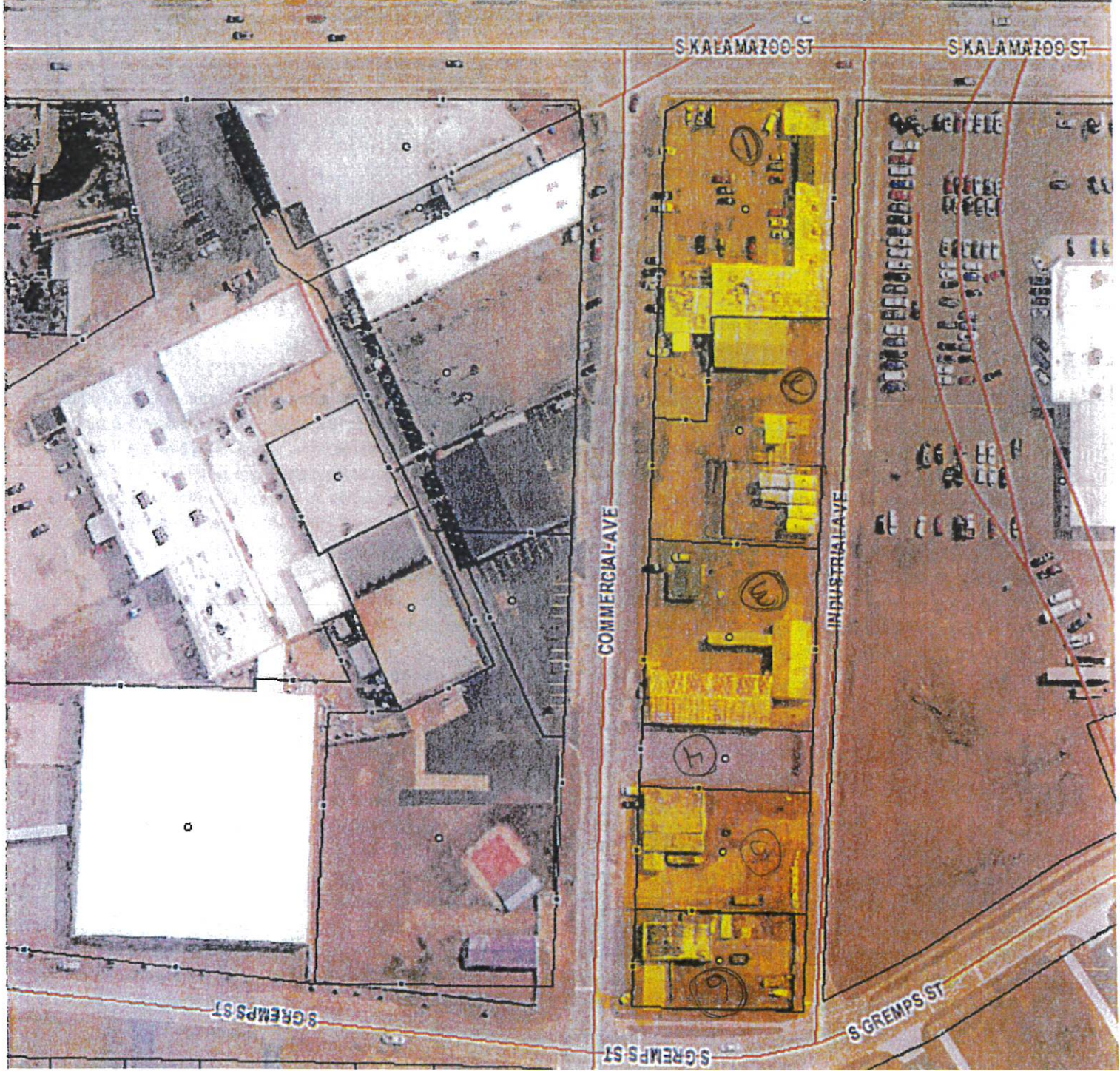
The majority of work to 804 S. Kalamazoo St. includes maintaining current tenants and attracting new tenants to lease vacant units currently not being leased for commercial or any purpose right now. The plaza consists of 7 units, of which the largest unit is vacant. The condition of the existing properties is inhabitable but will not continue if the property is neglected further. The parking lot, drainage, roof, façade and numerous other items need attention or will create huge liability for the tenants and customers.

We respectfully ask that you consider this as a Commercial Rehabilitation District so we are able to keep business in Paw Paw and to invest in making the highly commercialized Kalamazoo St. continue to prosper, grow and be vibrant to attract new opportunities/business customers, clients and customers in this area for years to come.

Kindly,



Sarah Braganini
Member
Parcel 1 - Slate Stone LLC
Date



	Parcel ID Number	Owner Name	Taxable Value	Size
Parcel 1	80-47-583-030-00	SLATE STONE LLC	\$199,300	0.7
Parcel 2	80-47-583-032-00	LAWSON OIL CO	\$23,352	0.5
Parcel 3	80-47-583-052-00	B C 2 LLC	\$30,936	0.5
Parcel 4	80-47-583-053-00	ST JULIAN WINE CO	\$1,757	0.2
Parcel 5	80-47-583-055-00	CONNER DAVID JR	\$27,375	0.3
Parcel 6	80-47-583-051-00	ROBBINS LINDA - land contract with Jason West	\$28,000	0.3
Parcel 7	80-47-161-006-00	SPEEDWAY SUPERAMERICA LLC	\$230,900	0.7
Parcel 8	80-47-161-007-00	WEST COAST PROPERTIES LLC	\$239,707	1
TOTAL			\$781,327	4.2

Resolution 21-01 Establishing Commercial Rehabilitation District for Commercial Ave/S. Gremps Street Area

Minutes of a regular meeting of the Village Council of the Village of Paw Paw held on January 11, 2021 via electronic means in compliance with PA 254 of 2020 at 7:00pm.

PRESENT: Craddock, Rohr, Nottingham, Plaszczak, McIntosh, Jarvis, Bartlett
ABSENT: N/A

The following preamble and resolution were offered by Craddock, and supported by McIntosh.

WHEREAS, pursuant to PA 210 of 2005, the Village of Paw Paw has the authority to establish "Commercial Rehabilitation Districts" within the Village of Paw Paw at the request of a commercial business enterprise; and

WHEREAS, Slate Stone, LLC and other property owners within the district has filed a written request with the clerk of the Village of Paw Paw requesting the establishment of the Commercial Rehabilitation District for an area in the vicinity of Commercial Avenue and S. Gremps Street located in the Village of Paw Paw hereinafter described; and

WHEREAS, the Village Council of the Village of Paw Paw determined that the district meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice has been given by certified mail to the county and all owners of real property located within the proposed district as required by section 3(3) of PA 210 of 2005; and

WHEREAS, on January 11, 2021 a public hearing was held and all residents and taxpayers of the Village of Paw Paw were afforded an opportunity to be heard thereon; and

WHEREAS, the Village Council deems it to be in the public interest of the Village of Paw Paw to establish the Commercial Rehabilitation District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Paw Paw that the following described parcel(s) of land situated in the Village of Paw Paw, Van Buren, and State of Michigan, to wit:

547-224,223 535-315 923-910 1385 13-3-14 COM AT PT ON FORMER CEN L OF S KALAMAZOO ST 1194' NLY OF E & W 1/4 L, TH N 88 DEG 23' 33" W 33' TO BEG OF DES, TH N 88 DEG 23' 33" W 179', TH N 0 DEG 08' 27" E 99', TH N 88 DEG 23' 33" W 85', TH N 0 DEG 08' 27" E TO SLY L OF COMMERCIAL AVE, TH S 88 DEG 56' 33" E ALG SAME 252.55', TH S 25 DEG 32' 33" E 19.93' TO W L OF S KALAMAZOO ST, TH S 1 DEG 04' 33" E ON SAME 129' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-030-00;

638-533+535 216-62 1387 13-3-14 BEG ON 1/8 L AT PT S 0 DEG 08' 27" W 118.3' FROM CEN OF NW 1/4, TH S 88 DEG 23' 33" E 185', TH N 0 DEG 08' 27" E 99', TH N 88 DEG 23' 33" W 85', TH N 0 DEG 08' 27" E TO SLY

Resolution 21-01 Establishing Commercial Rehabilitation District for Commercial Ave/S. Gremps Street Area

L OF COMMERCIAL AVE, TH WLY ALG SD S L 100' TO N & S 1/8 L, TH S 0 DEG 08' 27" W ON SAME TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-032-00;

819-48 843-722 1390-F1C 13-3-14 BEG ON S L COMMERCIAL AVE AT INTER OF N & S 1/8 L IN NW 1/4, TH S 143.3', TH N 89 DEG 20' W 150', TH N TO S L SD AVE, TH S 89 DEG 05' E 150' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-052-00;

1390-F1D 13-3-14 BEG ON S L OF COMMERCIAL AVE AT PT N 89 DEG 05' W 150' FROM N & S 1/8 L IN NW 1/4, TH N 89 DEG 05' W 50', TH S 144.4', TH S 89 DEG 20' E 50', TH N TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-053-00;

1390-F16 13-3-14 791-91 791-90 996-303-302 1064-299 BEG ON S L OF COMMERCIAL AVE AT PT N 89 DEG 05' W 200' FROM N & S 1/8 L IN NW 1/4, TH S 144.4', TH N 89 DEG 20' W 100', TH N 144.9' TO S L SD AVE, TH S 89 DEG 05' E 100' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-055-00;

1390-F1B 13-3-14 593-556 1031-979 BEG ON S L COMMERCIAL AVE AT PT N 89 DEG 05' W 300' FROM N & S 1/8 L IN NW 1/4, TH S 144.9', TH N 89 DEG 20' W 79' TH N 145.3' TO S L SD AVE, TH S 89 DEG 05' E 79' TO BEG UNPLATTED VILLAGE OF PAW PAW. Also known as Tax ID 80-47-583-051-00;

1241-A 3-14 COM AT INTER OF E & W 1/4 L & FORMER CEN L OF S KALAMAZOO ST, TH N 1 DEG 04' 33" W ALG CEN L 1675', TH N 88 DEG 55' 27" E 52' TO E L OF S KALAMAZOO ST & PT OF BEG DES, TH N 1 DEG 04' 33" W ALG SD E L 145', TH N 88 DEG 55' 27" E 28', TH N 64 DEG 35' 27" E TO WLY SH OF E BRANCH PAW PAW RIVER, TH SELY ALG SD SH L TO PT N 88 DEG 55' 27" E OF BEG, TH S 88 DEG 55' 27" W TO BEG UNPLATTED. Also known as Tax ID 80-47-161-006-00;

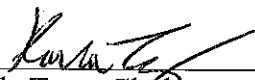
760-406 703-05 1241-B 3-14 COM AT PT 1675' N 1 DEG 4' 33" W FROM INTER OF FORMER CEN L KALAMAZOO ST & E & W 1/4 L, TH N 88 DEG 55' 27" E 52' TO BEG DES, TH S 1 DEG 4' 33" E ALG SD ST 155.35', TH S 83 DEG 57' 30" E 80.51', TH S 72 DEG 22' 30" E 178', TH N 1 DEG 4' 33" W 222.42', TH S 88 DEG 55' 27" W 248.49' TO BEG UNPLATTED. Also known as Tax ID 80-47-161-007-00.

be and here is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as the Gateway Commercial Rehabilitation District No. 1806.

AYES: Craddock, Rohr, Nottingham, Plaszczak, McIntosh, Jarvis, Bartlett
NAYS: N/A

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Paw Paw, County of Van Buren, Michigan at a regular meeting held on January 11, 2021.



Karla Tacy, Clerk



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Zach Morris
DATE: January 26, 2021
RE: South Haven Charter Township Commercial Rehabilitation District

REQUEST:

The request is for Van Buren County to Ratify and Approve the South Haven Charter Township Establishment of a Commercial Rehabilitation District known as Commercial Rehabilitation District No. 1.

BACKGROUND:

Pursuant to PA 210 of 2005, on December 9, 2020, the Charter Township of South Haven established a Commercial Rehabilitation District ("District") within the Township upon written request of MAHI LODGING, INC.

The project is to erect a new, modern Holiday Inn Express in South Haven Township. The building will be 78 room and 48,000 square feet, Acquisition, construction and infrastructure costs are significant. The assistance from establishing the Commercial Rehabilitation District will be beneficial to the community by bringing in travelers and tourist dollars. Total investment is \$7,000,000 and will create 20 jobs.

The Township Board of the Charter Township of South Haven after notice was given and a public hearing was held determined that the District meets the requirements as set forth in sections 2(b) and 3 of PA 210 of 2005.

At their December 9, 2020 meeting, the Township Board deemed it to be in the public interest of the Charter Township of South Haven to establish the Commercial Rehabilitation District as proposed.

A resolution of support from the County will provide evidence community leaders broadly support the creation of the District.

FINANCIAL IMPACT:

If the District is established, the owners may then apply for a property tax exemption certificate that can last from 1 to 10 years. Without further development, the taxable value will only decrease. With the creation of jobs and the in taxable value, the short term loss in tax revenue will be exceeded in the long term.

RECOMMENDATION:

The recommendation is for Van Buren County to Ratify and Approve the Charter Township of South Haven Establishment of a Commercial Rehabilitation District known as Commercial Rehabilitation District No. 1 at the January 26, 2021 Board of Commissioners meeting.

ATTACHMENTS:**Description**

- ▯ **SHTwp_Minutes_12-2020**
- ▯ **SHTwp_Minutes_01-2021**

SOUTH HAVEN CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING
WEDNESDAY, DECEMBER 9, 2020

Present: Stein, Wiatrowski, Kiry, DeGrandchamp, Bertorelli and Lewandowski.
The meeting was held online.

Absent: Fisher

Meeting was called to order by Supervisor Stein at 7:30 p.m.

November 11, 2020 minutes were accepted as presented.

Gail Gladney gave a report from the Van Buren County Commission.

Motion by Lewandowski, supported by Wiatrowski, to accept the Agenda as presented. All voted in favor by roll call vote. Motion carried.

Supervisor Stein reported that the second meeting with Casco, the City of South Haven and LIAA regarding Coastal Management went well and the third one is scheduled for next month. At that time they hope to draft a plan.

Supervisor Stein reported that there is nothing new with the signs on the bridges at this time.

Supervisor Stein reported that there has been no feedback on the current Noise Ordinance so for now it will be what we use if there are issues until we decide if we need to make any changes.

Supervisor Stein reported that a representative from Abonmarche suggested a survey be done to determine the boundary lines at Deerlick Park. There is a concern that the neighboring properties encroaching on the boundaries will be a cause for concern for current and future grants. He also reported a letter is being sent out regarding violations.

Motion by Wiatrowski, supported by Lewadowski, that it is in the best interest of the township for securing future grants and to honor past grants to get a survey of the Deerlick Park boundaries both north and south. All voted in favor by roll call vote. Motion carried.

Motion by Kiry, supported by Wiatrowski, to open a Public Hearing for the purpose of considering a Commercial Rehabilitation District on Phoenix Road. All voted in favor by roll call vote. Motion carried.

Zachary Morris with Market Van Buren explained the requirements for establishing a Commercial Rehabilitation District and tax exemption. There are three acres of land where Amish Patel is currently building a new Holiday Inn Express. The old one across the street will be rebranded. He explained how the exemption would work and said that taxes are usually frozen for 10 years at the current rate. He explained that a new hotel would help that corridor draw new business.

Motion by Wiatrowski, supported by DeGrandchamp, to close the Public Hearing. All voted in favor by roll call vote. Motion carried.

Motion by DeGrandchamp, supported by Wiatrowski, to adopt Resolution 20-20 establishing a Commercial Rehabilitation District. All voted in favor by roll call vote. Motion carried.

Zachary Morris did a power point presentation to introduce and promote Market Van Buren. He explained that South Haven Township could become a supporter and receive benefits from membership for an annual fee of \$3,167.59. Board Members agreed to put this on next month's agenda for future study.

Motion by Bertorelli, supported by Wiatrowski, to adopt the Budget Amendments as presented. All voted in favor by roll call vote. Motion carried.

Motion by DeGrandchamp, supported by Wiatrowski, to adopt the 2021 Meeting Schedule as presented. Meetings will continue to be held monthly on the second Wednesday at 7:30 p.m. All voted in favor by roll call vote. Motion carried.

Motion by Stein, supported by Kiry, to reappoint Marc Bertorelli, Al Dubussion and Cindy Compton to the Board of Review for a two-year term. All voted in favor by roll call vote. Motion carried.

Motion by Stein, supported by Kiry, to reappoint Phil Poole and Greg Meyer for three-year terms on the Planning Commission. All voted in favor by roll call vote. Motion carried.

Reports from various committees and authorities were received. Jean Stein was in attendance for the Library and W.C. Askew was in attendance for the Road Commission.

Motion by Wiatrowski, supported by DeGrandchamp, to approve payment of anticipated bills in the amount of \$48,311.09. All voted in favor by roll call vote. Motion carried.

Meeting adjourned at 9:05 p.m.

Brenda Bertorelli, Clerk

Ross Stein, Supervisor

SOUTH HAVEN CHARTER TOWNSHIP
MINUTES OF REGULAR MEETING
WEDNESDAY, JANUARY 13, 2021

Present: Stein, Wiatrowski, Kiry, DeGrandchamp, Bertorelli, Lewandowski and Fisher. The meeting was held online.

Absent: None

Meeting was called to order by Supervisor Stein at 7:30 p.m.

December 9, 2020 minutes were accepted as presented.

Gail Gladney gave a report from the Van Buren County Commission.

Motion by Wiatrowski, supported by Lewandowski, to accept the Agenda as presented. All voted in favor by roll call vote. Motion carried.

Supervisor Stein reported that the third meeting with Casco, the City of South Haven and LIAA regarding Coastal Management has not yet been scheduled.

Supervisor Stein reported that there is nothing new with the signs on the bridges at this time.

Supervisor Stein reported that the survey has been done at Deerlick Park, however he has not yet received a copy.

Motion by DeGrandchamp, supported by Kiry, to set a Public Hearing date of February 10th for the purpose of considering an application for a Commercial Rehabilitation Exemption for property on Phoenix Road. All voted in favor by roll call vote. Motion carried.

Zachary Morris of Market Van Buren was in attendance to answer any questions about South Haven Township becoming a member. He explained that South Haven Township could become a supporter and receive benefits from membership for an annual fee of \$3,167.59.

Motion by DeGrandchamp, supported by Lewandowski, to enter into an agreement with Market Van Buren for Economic Development services and pay \$3,167.59 for these services, and to amend the 2021 Budget and add the same amount to Community Promotion. All voted in favor by roll call vote. Motion carried.

Motion by Bertorelli, supported by Fisher, to adopt the 2020 Budget Amendments as presented. After the December 2020 meeting new bills arrived for road repair services from Van Buren County Road Commission. All voted in favor by roll call vote. Motion carried.

Motion by Bertorelli, supported by Wiatrowski, to sign a contract for audit services with Siegfried Crandall for \$9700.00. All voted in favor by roll call vote. Motion carried.

Supervisor Stein discussed a meeting held with Geneva Township, Casco Township, the City of South Haven and South Haven Township Supervisors to consider joining efforts to hire a consultant to help with getting high speed internet readily available for all community members. There was board consensus that internet services are no longer a luxury but rather a necessity for communities to grow and survive and for the supervisor to move forward with this joint community study.

Motion by Wiatrowski, supported by Lewandowski, to forward funds to SHARA for \$17,500.00. This amount will cover the cost of removing the structures at the Royal Property and pay for \$2,500.00 matching grant for improvements at Deerlick Park. These funds will come from the Recreation millage. All voted in favor by roll call vote. Motion carried.

Reports from various committees and authorities were received. W.C. Askew was in attendance for the Road Commission.

Motion by Fisher, supported by Kiry, for the South Haven Township Treasurer's office to collect summer school taxes and charge \$2.20 per parcel for South Haven Public Schools and \$1.00 per parcel for Lake Michigan College and administration fees just like the County Treasurer has in past years. All voted in favor by roll call vote. Motion carried.

Motion by Fisher, supported by Wiatrowski, to approve payment of anticipated bills in the amount of \$42,253.72. All voted in favor by roll call vote. Motion carried.

Meeting adjourned at 9:05 p.m.

Brenda Bertorelli, Clerk

Ross Stein, Supervisor



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tony Dacoba/Laurie Schlipp
DATE: January 26, 2021
RE: MDOT Contract 2017-0136/P10

REQUEST:

The request is for signature and a Certified Resolution of Intent for MDOT Agreement #2017-0136/P10

BACKGROUND:

The funds are based on 36% of the estimated eligible costs for FY 2021 and are used for operating expenses.

FINANCIAL IMPACT:

This contract is Federal Section 5311 Operating/CARES Act funding in the amount of \$369,104.

RECOMMENDATION:

The recommendation is to have the Board Chair and Vice-Chair sign MDOT Agreement #2017-0136/P10 at the February 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **Contract**

Date: October 1, 2020
Agreement No.: 2017-0136
Authorization No.: P10
Job No.: 211539NI
Agenda: MA

**PROJECT AUTHORIZATION
VAN BUREN COUNTY
BOARD OF COMMISSIONERS
FY 2021 SECTION 5311 OPERATING
FORMULA GRANTS FOR
RURAL AREAS PROGRAMS**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2020
Authorization Expiration Date: September 30, 2021
Fiscal Year of Effective Contract Clauses: 2021

The Federal grant associated with the PROJECT AUTHORIZATION is Permanent No. MI-2020-015. Award Year: 2020

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

Funding reflects the amount of funds currently available under the Federal appropriation. If additional funds become available, a grant amendment and revised PROJECT AUTHORIZATION will be prepared.

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 36% of the estimated eligible costs. The maximum amount to be paid will not exceed 36% of the AGENCY's audited costs. If Section 5311 operating assistance funds are insufficient to reimburse at 36% of audited costs, a new reimbursement percentage will be calculated for all participating agencies.

CARES Act funding will be used to reimburse expenses from October 1, 2020, through September 30, 2021.

In accordance with Section 8 of the Master Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$25,000. All agencies who are not self-certified must submit third party contracts over \$25,000 to MDOT for approval. Please refer to Section 8 of the Master Agreement for competitive bidding requirements.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) warranty can be found at: <https://www.dol.gov/olms/regs/compliance/compltransit.htm>.

Van Buren County BOC
Agreement No.: 2017-0136
Authorization No.: P10
Job No.: 211539NI
Page: 2 of 2

The AGENCY agrees to prepare and submit to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2020, through September 30, 2021). The manual is available on the web at www.michigan.gov/mdotptd by locating the resources box on the home page and opening the item listed "Audit/Accounting Information."

Funding source:

2021/BW7973B20/3120 \$369,104 (F)

PRF No.: 2021-73

VAN BUREN COUNTY BOARD OF COMMISSIONERS

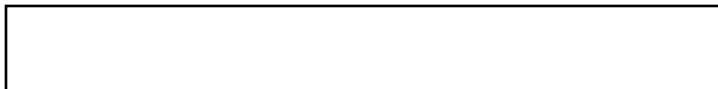


Signature



Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

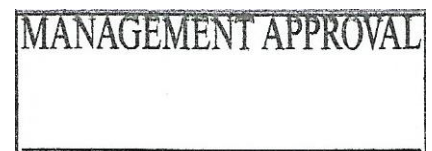


Title: Department Director



AWARD DATE

Michigan Department
of Transportation



MANAGEMENT APPROVAL