

CITY OF SCOTTVILLE  
COMMISSION MEETING AGENDA  
1575<sup>th</sup> Regular Meeting  
Monday, August 26<sup>th</sup>, 2024

**Senior Center 140 S. Main St. Scottville MI 49454**

1. Call to Order at 6:00 PM
2. Pledge of Allegiance
3. Roll Call
4. Additions to the Agenda
5. Approval of Agenda
6. Approval of the Consent Agenda
  - Consent Agenda items are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.*
  - A. Approval of 1574<sup>th</sup> Regular Meeting Minutes
  - B. Approval of Bills \$94,476.00
7. Public Comment
  - Those addressing Commission are asked to provide their name and address and will be limited to two minutes of speaking time. The Commission will hear all comments pertaining to agenda items only.*
8. Correspondence- Authorization to Pave Alley W/O Commission Approval
9. Department Reports
  - a. City Manager
  - b. Police Chief
  - c. City Attorney
  - d. Mayor
  - e. Treasurer/Clerk
  - f. Assessor
  - g. Department of Public Works
  - h. Committee Reports
  - i. Mason County Commissioner Representative
  - j. MCRFA Representative
  - k. DDA Representative
10. Unfinished Business
  - a. Stallion Tracks, LLC Purchase Agreement Update
  - b. Stallion Tracks, LLC- Sale of Surplus Property and Alley Vacation
    1. Resolution 24-12- Approval of the sale of surplus real property within the city, approving sale price, and authorizing execution of documents to complete transaction.
    2. Resolution 24-13- Approval to vacate a portion of the alley abutting the South side of 145 S. Main St and a portion of the alley abutting the West side of 145 s. Main St.
  - c. Notice of Loss/Invoice to Norlund & Associates/Watermain Rupture
11. New Business
  - a. Tree Cutting Request
  - b. Request to Close Personnel Committee Meetings to Public/Employees
12. Public Comment
  - Those addressing Commission are asked to provide their name and address and will be limited to three minutes of speaking time. Commission will hear all comments for future consideration but will not have a response at this time. Letters submitted to Commission will not be publicly read. Thank you for your cooperation.*

13. Commissioner Comment

14. Adjournment

**OFFICIAL PROCEEDINGS OF THE CITY COMMISSION OF THE CITY OF SCOTTVILLE, MICHIGAN.**

The 1574<sup>th</sup> Regular Commission meeting of the Scottville City Commission held at Scottville Area Senior Center 140 S. Main St on August 12<sup>th</sup>, 2024.

Called to order at 6pm by Mayor Pro-Tem Aaron Seiter.

\*Motion by Copenhaver with support from Wyman to excuse Mayor Spencer's absence from the August 12th, 2024, City Commission meeting due to travel out of the country and with prior notice. Motion carried.

**Present at Roll Call:**

Copenhaver

Jensen

Seiter

Spore

Thue

Wyman

**Absent:** Spencer

**Also in attendance:** Interim City Manager Goodlein & Clerk Lester

**Additions/Deletions to Agenda-** None

**Approval of Agenda**

Motion, by Wyman with support from Copenhaver to approve the agenda as presented.

Motion carried.

**Approval of Consent Agenda**

Motion, by Wyman support from Spore to approve the consent agenda as presented.

Motion carried.

**Public Comment** (*Agenda Items Only, 2 minutes*)- None

**Correspondence-** MMRMA Transmittal, Yard Sale Feedback

**Department Reports**

- a. City Manager- Pre meeting notes provided.
- b. Police Department- Statistical report provided.
- c. Mayor- N/A
- d. Attorney- N/A
- e. Treasurer/Clerk- Pre meeting Clerk notes provided.
- f. DPW- N/A
- g. Assessor- Pre meeting notes provided; Johnson added she has completed her level 3 certification! Board is in desperate need of members.
- h. Committee Reports-
  - Building/Grounds/Infrastructure
  - Planning Commission
  - Mason County Commissioner Representative-  
Hull offered the Senior Center Millage passed for Mason County. Chill grant/home improvement program to open soon, contact Fabian Knizacky for more information.
- i. MCRFA Representative- Lehrbass noted interviews for an administrative position were held; the group will make their selection at the 8/13/24 meeting.
- j. DDA Representative- Knowles offered the group is still working diligently on the Optimist Park Project and will speak to details later on the agenda.

**Unfinished Business**

- a. Stallion Tracks, Purchase Agreement  
Goodlein provided he met with Barnett as directed by commission at the last meeting. Barnett will take the proposed agreement to his business partners for further discussion. Goodlein expects to hear something back sometime this week. No action taken-
- b. Notice of Loss/Invoice to Norlund & Associates Update  
Goodlein presented an invoice that was sent to Norlund & Associates to recoup costs of damages rendered during the Memorial Day weekend, water main rupture. No action taken-

**New Business**

- a. DDA Request Concerning Purchase of City Property Near Bandshell  
Knowles presented an update to the Optimist Park Project, with the request for the DDA to purchase a small parcel of city property adjacent to the band shell. Two parking spaces would be lost. Pre-literature was provided within the packet for commission review. Project must be “obligated”, or under contract by the close of 2024, with a goal of physical project completion by the end of 2025.  
Motion, by Wyman with support from Thue to approve the actions of the DDA to perform topological and other surveys as necessary to enable them to acquire approximately 5,908 square feet of City property adjacent to the bandshell and the nearby city parking lot.  
Roll Call Vote  
**Yes;** AS, DC, RW, RJ, DS & ET **No/Abstain:** None **Absent:** MS
- b. Recommendation for Expense of Funds-Liability Insurance via Gallagher Agency  
Motion, by Spore with support from Wyman to accept the renewal of liability insurance via Gallagher Agency as presented.  
Those in favor AS, DC, RW, RJ, & DS  
Those opposed ET  
Motion carried.

**Public Comment- None**

**Commissioner Comment-**

Jensen thanked Officer Skinner for her work with the community yard sale.

**Adjournment-**

Motion, by Wyman with support from Jensen to adjourn.

Motion Carried 7:12pm.

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Kelse Lester, Clerk

Aaron Seiter, Mayor-Pro Tem

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 08/13/2024 - 08/26/2024

POSTED AND UNPOSTED


OPEN AND PAID - CHECK TYPE: PAPER CHECK

| Invoice Number       | Vendor Name                         | Description                  | Bank Account | Inv Amt   |
|----------------------|-------------------------------------|------------------------------|--------------|-----------|
| 8-26-2024            | VISA                                | POSTAGE, SUPPLIES            | POOL         | 126.52    |
| 7-2025               | MI MUNICIPAL UNEMPLOYMENT           | UNEMPLOYMENT                 | POOL         | 5,180.00  |
| 8-9-2024             | GOODLEIN, CLARENCE                  | POSTAGE POLICE DEPT          | POOL         | 9.68      |
| 59324                | ALL ACCESS CARE                     | POLICE TESTING               | POOL         | 70.00     |
| 1349316              | STRONG INDUSTRIAL SUPPLY            | EQUIP REPAIR                 | POOL         | 43.27     |
| I36470               | CARIBOU SERVICES INC                | PORT A JONS                  | POOL         | 230.00    |
| 441002               | FISHBECK                            | CONTRACTED SERVICE BROWNFIEL | POOL         | 1,278.75  |
| 2290                 | MOW TIME                            | CONTRACTED WORK              | POOL         | 400.00    |
| 0191463              | FERGUSON ENTERPRISES, LLC           | SUPPLIES                     | POOL         | 969.35    |
| 204301286091         | CONSUMERS ENERGY                    | LIGHTS DDA                   | POOL         | 82.33     |
| 16895                | PARTS PLUS OF MASON COUNTY          | EQUIP REPAIR                 | POOL         | 206.89    |
| 9-1-24               | CITY OF SCOTTVILLE--WATER/SEWER DEP | WATER                        | POOL         | 513.04    |
| 2ND QTER 2024        | MASON COUNTY DPW                    | 2ND QTER 2024                | POOL         | 51,120.15 |
| 0000102              | JOHNSON, JESSICA                    | ASSESSING SERVICE            | POOL         | 1,761.00  |
| 418046               | SILVERSMITH DATA                    | ANNUAL WATER COMPUTER SYSTEM | POOL         | 1,854.95  |
| 7-2024               | HOME CITY ICE COMPANY               | ICE                          | POOL         | 523.00    |
| 8-21-2024            | TNT ENTERPRIZE                      | MOWING                       | POOL         | 3,812.50  |
| 24-116               | RIETH-RILEY CONSTRUCTION CO., INC.  | ALLEY ASPHALT                | POOL         | 8,176.00  |
| 287309977146x0819202 | AT & T MOBILITY                     | PHONE                        | POOL         | 299.61    |
| 8-9-2024             | MIKA, MEYERS, BECKETT & JONES, PLC  | LAWYER MATTERS               | POOL         | 8,649.46  |
| 8-17-2024            | MI MUNICIPAL RISK MGT.              | INS BOND                     | POOL         | 9,169.50  |
| Report Total:        |                                     |                              |              | 94,476.00 |

# MEMORANDUM

## CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: August 26, 2024

Subject: Notification To City Commission of City Administration's Authorization To Asphalt Pave The Alley Located Between Columbia, US-10, High, and Broadway Without City Commission Approval

On Tuesday, August 20, 2024, City Administration received notice that an extension to US-10 of the north-south alley between High, Broadway, Columbia, and US-10 streets & roadways was being asphalt paved as part of a project that was being funded by a resident. In this regard, the City received further notice that it could extend that paving to include the City alleyway to Broadway for payment of \$8,178 to the contractor, Rieth-Riley Construction and Asphalt Paving of Ludington, Michigan.

Subsequently, this writer went to the alleyway and inspected the surface. It was noted that the City alleyway was in state of significant deterioration and that had the alleyway been a roadway that it would have a PASER rating of 2 or 3. Furthermore, it was determined that the City's portion of the alleyway was approximately 12.5 feet wide and approximately 200 feet in length or an area of approximately 2500 square-feet. From these measures it was calculated that the proposed asphalt paving cost of the City's portion of the alleyway would be approximately \$3.24/square-foot.

Since it was known that the range of asphalt paving costs for alleyways and parking lots is \$3.00-\$5.00/square-foot, this writer authorized that this work be done without City Commission authorization. This authorization was given because it was believed that the alleyway was in serious need of repair and because it was believed that the cost of performing this repair separately or in the future with another nearby project could be expected to be as much as 40% more than would be paid now.

This notification is made to City Commissioners since this action deviates from policies and procedures established by ordinance despite it being consistent with past practices that provide for deviation from these policies and procedures when special circumstances exist, or emergencies occur. Payment for this expense will be made from Account # 101-444.000-930-200 (Alleys and Sidewalks – Contracted Work).

**Commission meeting 8/26/2024**

**Meetings:**

**Personal, Fall Celebration, and ordinance meetings.**

**Grants:**

**Steve and I are waiting to hear from Firehouse subs (AEDS) and CSX (body cameras)**

**Training:**

**Most city employees completed Narcan training and a Narcan box will be placed in the city office near the AED machine.**

**I have attended BTAM training (threat assessment) with area school officials.**

**Upcoming training. Fall firearms training (k&S), OC instructor and NASRO training SRO (S), Taser Instructor (k)**

**Steve and I are updating old forms and training records. I have been going through the ordinances and providing the ordinance committee with the ordinance that needs to be updated either by wording or the fine.**

**COMMUNITY EVENTS:**

**SVPD attended a Mason County Library Community event at riverside Park, WSCC Welcome back night at WSCC**

**In September we will be attending Fall Celebration , MCC Color Run , MCC Home Coming Parade ( October)**

Mason - Oceana 911  
 Ray Hasil, Director  
 9160 N. Oceana Drive  
 Pentwater, MI 49449  
 Phone: (231) 869-7911  
 Fax: (231) 869-3857



Printed on August 22, 2024

Scottville Calls Thurs - Wed

| CFS Date/Time     | CFS #      | Responder Agencies | Primary Units | Address                | Descriptions     |
|-------------------|------------|--------------------|---------------|------------------------|------------------|
| 08/15/24 09:51:26 | MO24-41235 | SVPD               | SV2           | 105 N MAIN ST,         | TELEPHONE        |
| 08/15/24 16:26:00 | MO24-41291 | SVPD               | SV3           | W STATE ST / S MAIN    | TRAFFIC STOP     |
| 08/16/24 11:08:33 | MO24-41389 | MO911              | 186           | 230 W MAPLE AVE,       | ASSIST           |
| 08/16/24 13:13:53 | MO24-41411 | SVPD               | SV2           | 309 E JAMES ST,        | SUSPICIOUS       |
| 08/16/24 15:56:10 | MO24-41446 | MCSO               | M34           | 301 S CROWLEY ST,      | WARRANT PICK UP  |
| 08/16/24 16:43:48 | MO24-41460 | MCSO               | M23           | 43-954386, -86.286667, | TRAFFIC STOP     |
| 08/16/24 17:11:49 | MO24-41477 | MCSO               | M23           | 43-954386, -86.286667, | TRAFFIC STOP     |
| 08/16/24 17:40:03 | MO24-41487 | MCSO               | M44           | N MAIN ST / W          | TRAFFIC STOP     |
| 08/16/24 17:44:45 | MO24-41488 | MCSO               | M23           | W STATE ST / S         | TRAFFIC STOP     |
| 08/16/24 18:59:57 | MO24-41519 | MCSO               | M23           | S MAIN ST / W STATE    | TRAFFIC STOP     |
| 08/17/24 02:12:34 | MO24-41618 | MCSO               | M17           | 201 S MAIN ST,         | TRAFFIC STOP     |
| 08/17/24 12:27:15 | MO24-41670 | MASON LIFE         | MEDIC         | 309 E JAMES ST,        | MED3             |
| 08/17/24 13:07:47 | MO24-41677 | MCSO               | M35           | 510 E STATE ST,        | PUBLIC RELATIONS |
| 08/18/24 21:48:50 | MO24-41987 | MCSO, MSP          | MSP06, M17    | 106 S REINBERG AVE,    | WELL BEING CHECK |
| 08/19/24 19:21:07 | MO24-42167 | SVPD               | SV3           | S MAIN ST / W STATE    | TRAFFIC STOP     |
| 08/19/24 21:51:22 | MO24-42189 | SVPD               | SV3           | 130 W STATE ST,        | TRAFFIC STOP     |
| 08/20/24 09:48:33 | MO24-42261 | MASON LIFE         | MEDIC         | 401 W 3RD ST,          | MED3             |
| 08/20/24 14:51:58 | MO24-42311 | LPD                | 203           | 101 E STATE ST,        | TRAFFIC STOP     |
| 08/21/24 09:15:34 | MO24-42448 | MCSO               | M19           | 400 W 3RD ST,          | DOMESTIC         |
| 08/21/24 14:24:15 | MO24-42489 | MCSO               | M34           | S MAIN ST / W 1ST ST,  | WARRANT PICK UP  |
| 08/21/24 15:59:22 | MO24-42510 | SVPD               | SV2           | 504 N MAIN ST,         | FRAUD            |
| 08/21/24 20:45:10 | MO24-42558 | MCSO               | M17           | 210 N REINBERG AVE,    | LARCENY          |

**Total Records: 22**



Mason - Oceana 911  
 Ray Hasil, Director  
 9160 N. Oceana Drive  
 Pentwater, MI 49449  
 Phone: (231) 869-7911  
 Fax: (231) 869-5857



Printed on August 15, 2024

Scottville Calls Thurs - Wed

| CFS Date/Time     | CFS #      | Responder Agencies | Primary Units | Address               | Descriptions      |
|-------------------|------------|--------------------|---------------|-----------------------|-------------------|
| 08/08/24 01:26:32 | MO24-39763 | MCSO               | M45           | E STATE ST / S ELM    | TRAFFIC STOP      |
| 08/08/24 01:54:58 | MO24-39766 | MCSO               | M45           | W STATE ST / S MAIN   | TRAFFIC STOP      |
| 08/08/24 08:11:34 | MO24-39785 | SVPD               | SV2           | 413 N THOMAS ST,      | PEACE KEEPING     |
| 08/08/24 09:24:14 | MO24-39799 | MASON LIFE, SVPD   | SV2, MEDIC    | 130 W STATE ST,       | MED3              |
| 08/08/24 10:41:40 | MO24-39821 | SVPD               | SV2           | 413 N THOMAS ST,      | BREAKING AND      |
| 08/08/24 11:16:01 | MO24-39828 | MSP, SVPD          | 6248, SV2     | 414 THORNWILD DR,     | DISTURBANCE       |
| 08/09/24 08:46:52 | MO24-39999 | SVPD               | SV2           | 107 W STATE ST,       | SUSP VEHICLE      |
| 08/09/24 09:12:59 | MO24-40003 | SVPD               | SV2           | 202 E 2ND ST,         | JUVENILE          |
| 08/09/24 10:54:45 | MO24-40025 | MCSO               | M46           | 310 W BERYL ST,       | PAPER SERVICE     |
| 08/09/24 15:01:32 | MO24-40081 | SVPD               | SV3           | 210 W BROADWAY        | TRAFFIC STOP      |
| 08/09/24 20:47:44 | MO24-40211 | LPD, SVPD          | SV3, 202      | S MAIN ST / E 5TH ST, | TRAFFIC STOP      |
| 08/09/24 21:02:23 | MO24-40215 | SVPD               | SV3           | E 3RD ST / S MAIN ST, | TRAFFIC STOP      |
| 08/09/24 21:51:56 | MO24-40229 | SVPD               | SV3           | S BLAINE ST / E       | TRAFFIC STOP      |
| 08/10/24 00:55:51 | MO24-40251 | MCSO               | M23           | W BROADWAY AVE /      | NOISE COMPLAINT   |
| 08/10/24 01:20:48 | MO24-40257 | SVPD               |               | W BROADWAY AVE /      | NOISE COMPLAINT   |
| 08/10/24 01:36:38 | MO24-40258 | SVPD               |               | 124 W BROADWAY        | NOISE COMPLAINT   |
| 08/10/24 09:01:18 | MO24-40279 | MCSO               | M33           | 130 S MAIN ST,        | ALARM             |
| 08/10/24 15:24:03 | MO24-40341 | SVPD               | SV3           | 103 N GAY ST,         | ATTEMPT TO LOCATE |
| 08/10/24 22:16:08 | MO24-40435 | SVPD               | SV3           | S MAIN ST / E 3RD ST, | TRAFFIC STOP      |
| 08/11/24 00:13:29 | MO24-40456 | MCSO               | M23           | 204 W MAPLE AVE,      | MISSING PERSON    |
| 08/11/24 12:05:36 | MO24-40514 | MO911              | 199           | 204 W MAPLE AVE,      | INFORMATION       |
| 08/11/24 15:15:25 | MO24-40541 | SVPD               | SV3           | 210 W BROADWAY        | TRAFFIC STOP      |
| 08/11/24 17:47:23 | MO24-40574 | SVPD               | SV3           | 101 E STATE ST,       | COMPLAINT         |
| 08/11/24 20:14:27 | MO24-40592 | SVPD               | SV3           | 101 E STATE ST,       | GAS DRIVE OFF     |
| 08/12/24 15:24:36 | MO24-40726 | 21R, MASON LIFE    | MEDIC, 21R    | 207 E 2ND ST,         | MED1              |
| 08/12/24 15:59:51 | MO24-40736 | MASON LIFE, SVPD   | SV2, MEDIC    | 207 E 2ND ST,         | INFORMATION       |
| 08/13/24 10:09:26 | MO24-40854 | MASON LIFE, SVPD   | SV2, MEDIC    | 400 W 3RD ST,         | MED3              |

| CFS Date/Time     | CFS #      | Responder Agencies | Primary Units | Address               | Descriptions    |
|-------------------|------------|--------------------|---------------|-----------------------|-----------------|
| 08/14/24 14:23:35 | MO24-41081 | SVPD               | SV3           | S MAIN ST / E 3RD ST, | TRAFFIC STOP    |
| 08/14/24 15:33:57 | MO24-41100 | SVPD               | SV2           | 408 N THOMAS ST,      | FRAUD           |
| 08/14/24 16:51:07 | MO24-41116 | SVPD               | SV3           | S REINBERG AVE / W    | TRAFFIC STOP    |
| 08/14/24 17:14:41 | MO24-41124 | SVPD               | SV3           | W BROADWAY AVE /      | TRAFFIC STOP    |
| 08/14/24 21:35:28 | MO24-41181 | SVPD               | SV3           | 414 THORNWILD DR,     | 911 HANGUP CALL |
| 08/14/24 22:25:16 | MO24-41189 | SVPD               | SV3           | S COLUMBIA AVE / E    | TRAFFIC STOP    |
| 08/14/24 22:40:59 | MO24-41190 | SVPD               | SV3           | N MAIN ST / W BERYL   | TRAFFIC STOP    |

**Total Records: 34**

Incident Summary

| Report Criteria: |             | End Date | Officer             | Offense   |  |
|------------------|-------------|----------|---------------------|---|--|
| Start Date       | Report Date | Status   | Officer             | Offense   |  |
| 08/07/2024       | 08/22/2024  |          | ALL                 | ALL   |  |
| IncidentNumber   | Report Date | Status   | Officer             | Description/Offense   | Location   |
| 24-039785        | 08/08/2024  | Closed   | SKINNER,KATRINA     | PEACE KEEPING   | 413 N THOMAS STREET,<br>SCOTTVILLE                       |
| 24-039799        | 08/08/2024  | Closed   | SKINNER,KATRINA     | 98006 - Inspection Civil Matter Disputes<br>MEDICAL ASSIST          | ADMIROL -- 130 W STATE<br>STREET, SCOTTVILLE             |
| 24-039821        | 08/08/2024  | Closed   | SKINNER,KATRINA     | 99008 - Departmental Assist<br>civil matter                         | 413 N THOMAS STREET,<br>SCOTTVILLE                       |
| 24-039828        | 08/08/2024  | Closed   | SKINNER,KATRINA     | 98006 - Inspection Civil Matter Disputes<br>disturbance             | 414 THORNWILD DRIVE, B1,<br>SCOTTVILLE                   |
| 24-039999        | 08/09/2024  | Closed   | SKINNER,KATRINA     | 99009 - General Non-Criminal<br>motor assist                        | WEST SHORE BANK -- 107 W<br>STATE ST/W STATE, SCOTTVILLE |
| 24-040341        | 08/10/2024  | Closed   | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation<br>ASSIST TO WHITE CLOUD PD | 103 N GAY ST, SCOTTVILLE                                 |
| 24-040574        | 08/11/2024  | Open     | WIETRZYKOWSKI,STEVE | 99008 - Departmental Assist<br>GAS DRIVE OFF                        | SHELL GAS STATION -- 101 E<br>STATE ST, SCOTTVILLE       |
| 24-040592        | 08/11/2024  | Closed   | WIETRZYKOWSKI,STEVE | 23007 - LARCENY - OTHER<br>Gas drive off but came back to pay       | SHELL GAS STATION -- 101 E<br>STATE ST, SCOTTVILLE       |
| 24-040854        | 08/14/2024  | Closed   | SKINNER,KATRINA     | 99009 - General Non-Criminal<br>medical assist                      | 400 W THRD STREET, 421,<br>SCOTTVILLE                    |
| 24-040896        | 08/13/2024  | Closed   | SKINNER,KATRINA     | 99008 - Departmental Assist<br>Assist MCSC                          | 826 E FILBURN ROAD,<br>SCOTTVILLE                        |
| 24-041100        | 08/10/2024  | Closed   | SKINNER,KATRINA     | 99008 - Departmental Assist<br>fraud                                | 408 N THOMAS STREET,<br>SCOTTVILLE                       |
| 24-041181        | 08/14/2024  | Closed   | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation<br>911 HANG UP              | 414* -- 414 THORNWILD, B 1,<br>SCOTTVILLE                |
|                  |             |          |                     | 99009 - General Non-Criminal  |  |

Incident Summary

Report Criteria:

| Start Date | End Date   | Officer | Offense |
|------------|------------|---------|---------|
| 08/07/2024 | 08/22/2024 | ALL     | ALL     |

| IncidentNumber | Report Date | Status | Officer         | Description/Offense                                   | Location  |
|----------------|-------------|--------|-----------------|---|---|
| 24-041222      | 08/15/2024  | Closed | SKINNER,KATRINA | suicidal<br>99009 - General Non-Criminal              | 410 N MAIN STREET, SCOTTVILLE                           |
| 24-041411      | 08/16/2024  | Closed | SKINNER,KATRINA | suspicious<br>98007 - Inspection Suspicious Situation | WHITE PINE COTTAGE -- 309 E<br>JAMES STREET, SCOTTVILLE |

Incident/Offense Count: 14

Arrest Count Report

Report Criteria:

Start Date 08/07/2024

End Date 08/22/2024

Arresting Officer WIETRZYKOWSKI, STBE

| Arresting Officer   | Adult    | Juvenile | Unknown  | Total    |
|---------------------|----------|----------|----------|----------|
| WIETRZYKOWSKI, STBE | 2        | 0        | 0        | 2        |
| <b>Totals:</b>      | <b>2</b> | <b>0</b> | <b>0</b> | <b>2</b> |

Ticket Ledger Report

Report Criteria:

|             |            |
|-------------|------------|
| Start Date  | 08/07/2024 |
| End Date    | 08/22/2024 |
| Officer     | ALL        |
| Ticket Type | ALL        |

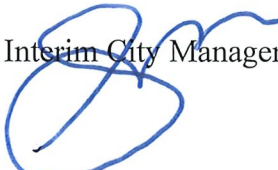
| Number  | Date     | Location         | Description   | Officer         | Fine   | Paid   |
|---------|----------|------------------|---|-----------------|--------|--------|
| C-0088  | 08/09/24 | 700 RIVER STREET | parking   | SKINNER,KATRINA | 0.00   | 0.00   |
| C-45462 | 08/09/24 | STATE/REINBERG   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 100.00 | 100.00 |
| C-45463 | 08/09/24 | STATE/REINBERG   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45464 | 08/09/24 | STATE/REINBERG   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45465 | 08/09/24 | MAIN/STATE       | Disregarded Stop and Go Light                               | WIETRZYKOWSKI,  | 100.00 | 100.00 |
| C-45466 | 08/10/24 | STATE/REINBERG   | Violation of Restricted Operators License                   | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45467 | 08/10/24 | STATE/REINBERG   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45468 | 08/10/24 | STATE/MAIN       | Exceeded Prima Facie speed limit                            | WIETRZYKOWSKI,  | 100.00 | 100.00 |
| C-45469 | 08/11/24 | STATE/REINBERG   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| P-0111  | 08/11/24 | BOAT LAUNCH      | PARKING OTHER VIOLATION                                     | WIETRZYKOWSKI,  | 50.00  | 50.00  |
| P-0112  | 08/11/24 | BOAT LAUNCH      | PARKING OTHER VIOLATION                                     | WIETRZYKOWSKI,  | 50.00  | 50.00  |
| C-45470 | 08/14/24 | MAIN/THIRD       | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45471 | 08/14/24 | STATE/COLUMBIA   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45472 | 08/14/24 | STATE/ELM        | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45473 | 08/14/24 | MAIN/STATE       | Disregarded Stop and Go Light                               | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45474 | 08/15/24 | STATE/MAIN       | Disregarded Stop and Go Light                               | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45475 | 08/19/24 | STATE/COLUMBIA   | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45476 | 08/19/24 | STATE/REINBERG   | No Proof of Insurance on a motor vehicle                    | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45477 | 08/19/24 | STATE/ELM        | Exceeded Posted Speed                                       | WIETRZYKOWSKI,  | 0.00   | 0.00   |
| C-45477 | 08/19/24 | STATE/ELM        | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,  | 0.00   | 0.00   |

Ticket Count: 19

# MEMORANDUM

## CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: August 26, 2024

Subject: Approximate Fee For Property Appraisal of Stallion Mills Encroachment As Well As Additional Alley Property That Is Requested

As requested by the City Commission, I contacted Ms. Jessica Johnson, the City Assessor, who directed me to contact a property appraiser, Mr. William Riegel. I spoke with Mr. Riegel by phone and described the encroachment and additional alley property that is requested by Mr. Barnett. Mr. Riegel told me that it would be difficult to appraise this property due to the lack of comparable property that would provide the basis for the appraisal. Mr. Riegel said that the process would require two appraisals of the entire Stallion Mills property, one without the encroachment and additional alley property and one with the encroachment and the alley property. Mr. Riegel stated that a determination of the difference between the two property values would indicate the value of the encroachment and the additional alley property. Mr. Riegel told me that it could be expected that the fee for this appraisal would be \$800 - \$1,000.

**CITY OF SCOTTVILLE**

**COUNTY OF MASON, MICHIGAN**

At a regular meeting of the City Commission of the City of Scottville, held at the Scottville Senior Center, 140 South Main Street, Scottville, Michigan, on the 26th day of August 2024, at 6:00 p.m., Local Time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

**RESOLUTION NO. 24-12**

**RESOLUTION APPROVING THE SALE OF SURPLUS REAL  
PROPERTY WITHIN THE CITY, APPROVING  
SALE PRICE, AND AUTHORIZING EXECUTION OF  
DOCUMENTS TO COMPLETE TRANSACTION**

WHEREAS, the City Commission of the City of Scottville (the “City”) owns certain real property within the City generally described as a 20’ wide east-west alley extending west from S. Columbia Avenue to S. Main Street (the “East-West Alley”) and a 20’ wide north-south alley extending south from E. State Street to the East-West Alley (the “North-South Alley”) both of which alleys are located within Block 14 of the City Assessor’s Replat of the Village (now City) of Scottville, Mason County, MI; and

WHEREAS, the City (the “Seller”) has received an offer from Stallion Tracks, LLC, a Michigan limited liability company (“Purchaser”) to purchase a 10’ wide portion of the East-West Alley abutting the Purchaser’s existing real property located at 145 S. Main Street (Permanent



Parcel No. 53-052-214-015-50) (“Purchaser’s Existing Property”) and a 3’ wide portion of the North-South Alley abutting the Purchaser’s Existing Property (collectively, the 10’ wide portion of the East-West Alley abutting the Purchaser’s Existing Property and the 3’ wide portion of the North-South Alley abutting the Purchaser’s Existing Property are referred to herein as the “Property”); and

WHEREAS, a survey and legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of the City, its residents, business owners and property owners to consider the Purchaser’s offer for the purchase of the Property on a voluntary basis, according to mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Commission hereby determines that the Property, as shown and legally described on Exhibit A attached hereto, is excess real property, is not City park property, and that it is in the best interest of the City to sell the Property by quit claim deed according to mutually acceptable terms and conditions between the City, as Seller, and the Purchaser.

2. The City Commission hereby approves the sale of the Property to the Purchaser on the following terms:

a. Cash purchase price of \$2,500 to be paid by Purchaser in full at closing (which includes reimbursement of the City’s costs of the legal proceedings for the vacation of the City’s interest in the Property and the sale of the Property to the Purchaser).

b. Purchaser to obtain all necessary approvals from the City for the use of the Property as are required by the City’s ordinances including, but not limited to, zoning.

c. All costs of closing on the sale of the Property shall be borne by the Purchaser.

d. Conveyance of the Property from the Seller to the Purchaser shall be by quit claim deed.

3. The City Commission hereby authorizes and directs the Interim City Manager and City Clerk to enter into a Purchase Agreement, in the form on file with the City Clerk, on terms consistent with this Resolution, with such changes as are deemed necessary and in the best interest of the City as determined by the Interim City Manager in consultation with, and subject to the review of, the City Attorney, that are necessary to effectuate the sale of the Property to the Purchaser.

4. The Interim City Manager and City Clerk are hereby authorized and directed to take all such actions and to execute such documents and instruments as are necessary to complete the sale of the Property as described herein and the Purchase Agreement.

5. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

ABSTAIN: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF MASON    )

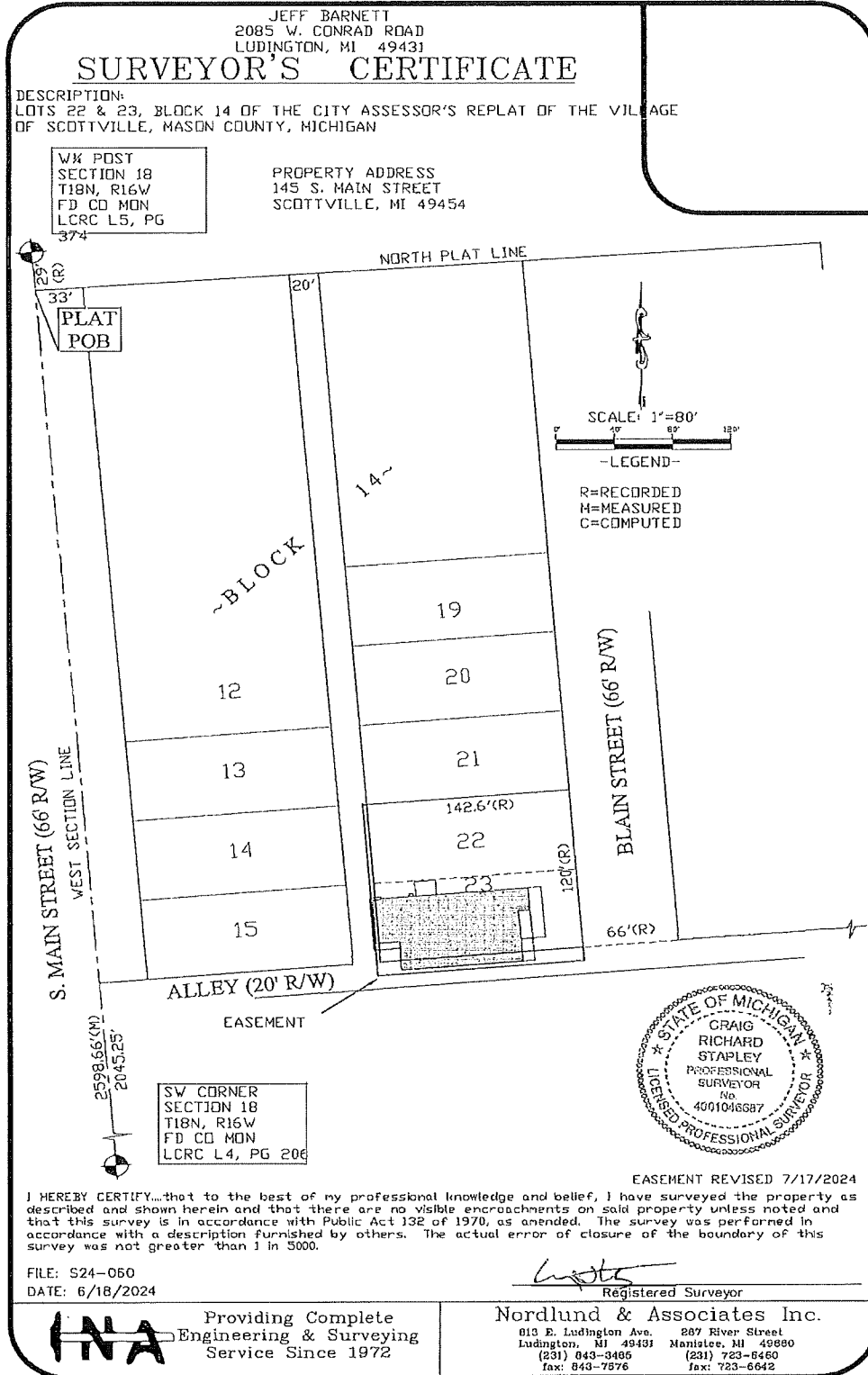
I, the undersigned, the duly qualified and acting Clerk of the City of Scottville (the “City”), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Commission at a regular meeting held on the \_\_\_\_ day of August, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of August, 2024.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville

Exhibit A

Survey and Legal Descriptions of Property



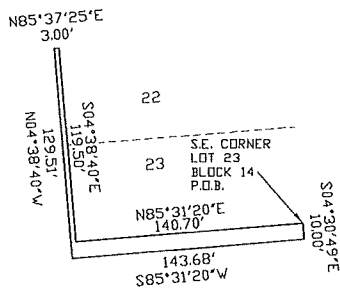
JEFF BARNETT  
2085 W. CONRAD ROAD  
LUDINGTON, MI 49431

# SURVEYOR'S CERTIFICATE

## EASEMENT DESCRIPTION:

AN EASEMENT BEING PART OF THE ALLEY LYING SOUTH AND WEST OF LOTS 22 & 23, BLOCK 14 OF THE CITY ASSESSOR'S REPLAT OF THE VILLAGE OF SCOTTVILLE, MASON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 14; THENCE SOUTH 04°30'49" EAST 10.00 FEET; THENCE SOUTH 85°31'20" WEST 143.68 FEET; THENCE NORTH 04°38'40" WEST 129.51 FEET; THENCE NORTH 85°37'25" EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 22 BLOCK 14; THENCE SOUTH 04°38'40" EAST ALONG THE WEST LINE OF LOT 22 & 23, 119.50 FEET; THENCE NORTH 85°31'30" EAST ALONG THE SOUTH LINE OF LOT 23, 140.70 FEET TO THE POINT OF BEGINNING.

## EASEMENT DETAIL



THE BOUNDARY MEASUREMENTS WERE TAKEN FROM A SURVEY DONE IN 2016.  
THIS SURVEY WAS DONE FOR DESCRIPTION PURPOSES ONLY AND THE EASEMENT WAS NOT STAKED OUT AT THIS TIME.



EASEMENT REVISED 7/17/2024

I HEREBY CERTIFY...that to the best of my professional knowledge and belief, I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

FILE: S24-060  
DATE: 6/18/2024

*Craig Stapley*  
Registered Surveyor



Providing Complete  
Engineering & Surveying  
Service Since 1972

Nordlund & Associates Inc.

813 E. Ludington Ave. 287 River Street  
Ludington, MI 49431 Manistee, MI 49660  
(231) 843-3485 (231) 723-8480  
fax: 843-7676 fax: 723-8642

(Vacation of alley–  
affirmative roll call vote of five or more  
Commissioners required – Charter, Sec. 7.12)

**CITY OF SCOTTVILLE**

**COUNTY OF MASON, MICHIGAN**

At a regular meeting of the City Commission of the City of Scottville, held at the Scottville Senior Center, 140 South Main Street, Scottville, Michigan, on the 26th day of August 2024, at 6:00 p.m., Local Time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

**RESOLUTION NO. 24-13**

**RESOLUTION TO VACATE A PORTION OF THE ALLEY  
ABUTTING THE SOUTH SIDE AND A PORTION OF THE ALLEY  
ABUTTING THE WEST SIDE OF 145 S. MAIN STREET**

WHEREAS, the building located on the real property at 145 S. Main Street (Permanent Parcel No. 53-052-214-015-50) (the “Property”) encroaches on portions of two City alleys that abut the Property on the south and west of the existing building on the Property; and

WHEREAS, Stallion Tracks, LLC, the owner of the Property (the “Property Owner”), has requested the City Commission for the City of Scottville (the “City”) to consider vacating portions of the public right of way and easement for the two alleys, which are located within the City Assessor's Replat of the Village (now City) of Scottville as more particularly shown and described on the survey attached hereto as Exhibit A; and

WHEREAS, after consideration of the request and the receipt of information from various departments and agencies with respect to the continued use of all or a portion of the two

alleys, the City Commission determines that the portions of said alleys, as described on Exhibit A, are no longer required as public streets or alleyways; and

WHEREAS, the City Commission determines that the vacation and deletion of the portions of the public alleys at issue would be in the best interest of the City, as well as its residents and property owners; and

WHEREAS, pursuant to Section 226(1)(c) of the Land Division Act (the "Act") and Sections 2.3(f) and 7.12 of the City Charter, the City Commission is authorized to vacate all or a portion of alleys and public ways within its boundaries by resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. Pursuant to Section 226(1)(c) of the Act and Sections 2.3(f) and 7.12 of the City Charter, the City Commission hereby vacates and abandons the portions of the alleys, as shown and legally described on Exhibit A attached hereto (the "Vacated Alleys") subject to the terms and conditions of this Resolution and determines that the vacated portion of the Vacated Alleys do not extend beyond the centerline of the existing alleys.

2. Title to the Vacated Alleys shall vest in the Property Owner and its successors as provided by law, subject to the following conditions:

a. Property Owner and the City enter into a purchase agreement for the sale of the Vacated Alleys by the City to the Property Owner, the parties close on the sale of the Vacated Alleys to the Property Owner, the Property Owner pays the purchase price of the Vacated Alleys to the City, and the City conveys title to the Vacated Alleys by quit claim deed all in accordance with the purchase agreement.

b. Property Owner shall record an executed original of this Resolution with the Mason County Register of Deeds at Property Owner's expense and shall provide a certified

copy of the recorded Resolution to the City Clerk within thirty (30) days of the adoption of this Resolution.

c. Property Owner agrees to hold harmless the City from any claims predicated upon or arising out of the vacation and conveyance of the Vacated Alleys.

3. The City Commission hereby authorizes and directs the City Clerk to send a copy of the recorded Resolution to the director of the department of energy, labor, and economic growth.

4. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

ABSTAIN: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville

STATE OF MICHIGAN )  
  ) ss.  
COUNTY OF MASON )

I, the undersigned, the duly qualified and acting Clerk of the City of Scottville (the “City”), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Commission at a regular meeting held on the 26th day of August 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

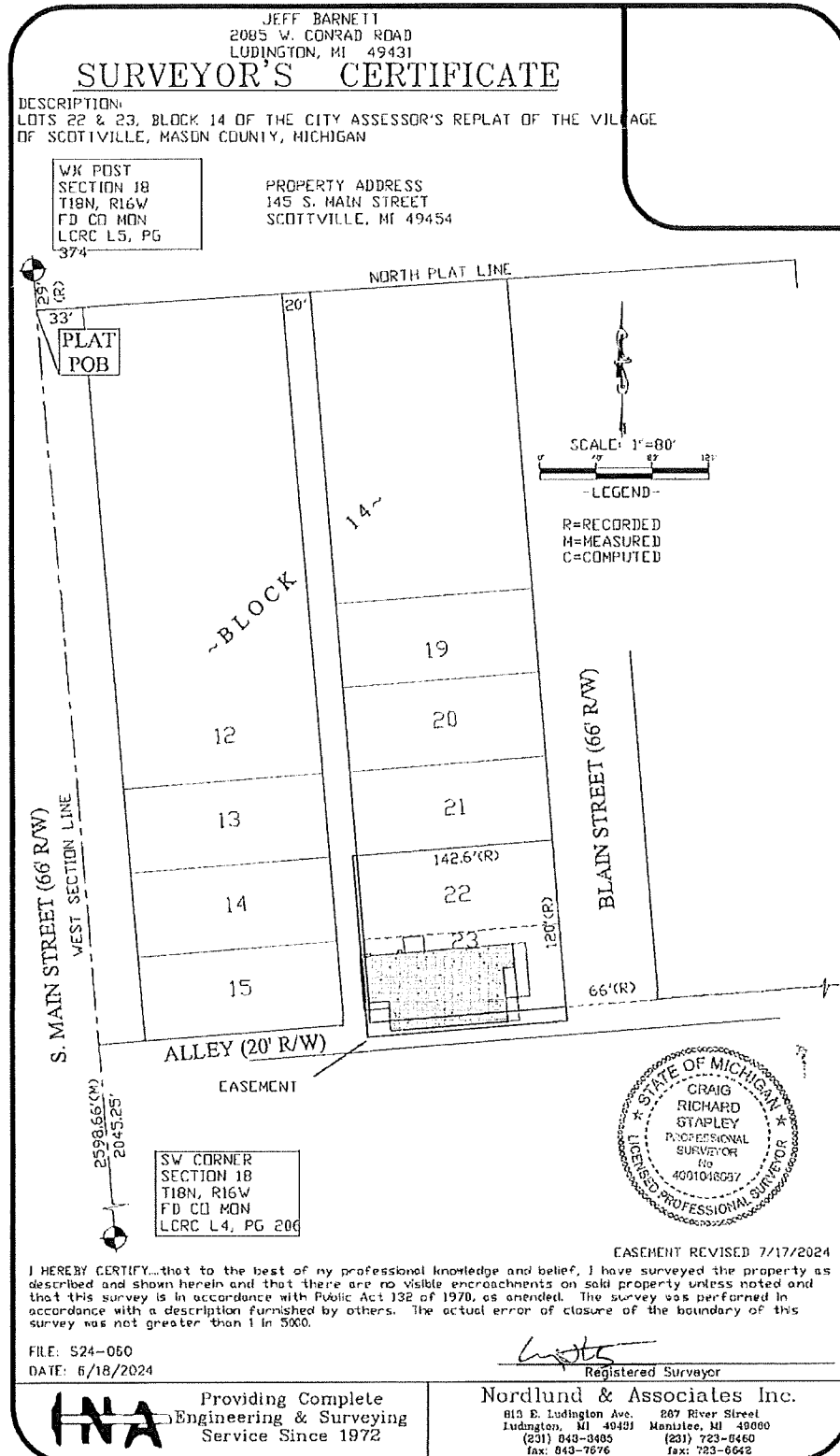
IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of August 2024.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville



# Exhibit A

## Survey and Legal Descriptions of Vacated Alleys



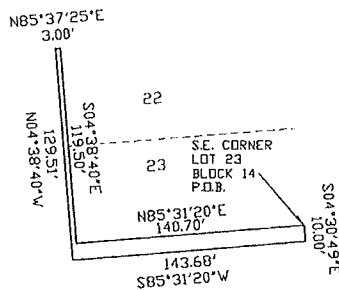
JEFF BARNETT  
2085 W. CONRAD ROAD  
LUDINGTON, MI 49431

# SURVEYOR'S CERTIFICATE

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## EASEMENT DETAIL



THE BOUNDARY MEASUREMENTS WERE TAKEN FROM A SURVEY DONE IN 2016.  
THIS SURVEY WAS DONE FOR DESCRIPTION PURPOSES ONLY AND THE EASEMENT WAS NOT STAKED OUT AT THIS TIME.



EASEMENT REVISED 7/17/2024

I HEREBY CERTIFY...that to the best of my professional knowledge and belief, I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

FILE: S24-060  
DATE: 6/18/2024

*Craig Stapley*  
Registered Surveyor



Providing Complete  
Engineering & Surveying  
Service Since 1972

Nordlund & Associates Inc.

813 E. Ludington Ave. 287 River Street  
Ludington, MI 49431 Manistee, MI 49660  
(231) 843-8485 (231) 723-8480  
fax: 843-7676 fax: 723-8642

## PURCHASE AGREEMENT

(Address to be: 145 S. Main Street, Scottville, Michigan)

This PURCHASE AGREEMENT is made and is effective as of this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Agreement"), between the CITY OF SCOTTVILLE, a Michigan home rule city, whose address is 105 Main Street, Scottville, MI 49454 (the "Seller" or the "City"), and Stallion Tracks, LLC, a Michigan limited liability company, with offices at PO Box 83, Scottville, MI 49454 (the "Buyer" or "Stallion Tracks").

WHEREAS, Seller owns real property within the City of Scottville, Michigan that is currently uses as public alleyways, as described below;

WHEREAS, the Seller has agreed to sell the real property to Buyer subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE:

### ARTICLE I

#### GENERAL MATTERS

Section 1.01 **Purchase and Sale.** The Seller shall sell and convey to the Buyer via quit claim deed, and the Buyer shall purchase from the Seller the following property located in the City of Scottville, Mason County, Michigan, together with all improvements, hereditaments and appurtenances thereto (the "Property"):

REAL PROPERTY DESCRIBED AS PART OF THE ALLEY LYING SOUTH AND WEST OF LOTS 22 & 23, BLOCK 14 OF THE CITY ASSESSOR'S REPLAT OF THE VILLAGE OF SCOTTVILLE, MASON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 14; THENCE SOUTH 04°30'49" EAST 10.00 FEET; THENCE SOUTH 85°31'20" WEST 143.68 FEET; THENCE NORTH 04°38'40" WEST 129.51 FEET; THENCE NORTH 85°37'25" EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 22 BLOCK 14; THENCE SOUTH 04°38'40" EAST ALONG THE WEST LINE OF LOT 22 & 23, 119.50 FEET; THENCE NORTH 85°31'30" EAST ALONG THE SOUTH LINE OF LOT 23, 140.70 FEET TO THE POINT OF BEGINNING.

Section 1.02 **Payment of Purchase Price.** The purchase price of the Property shall be Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). The purchase price shall be paid by Buyer at Closing in certified funds. From the amount to be paid to Seller at Closing shall first be paid all then existing liens, mortgages and other debt and encumbrances required by this Agreement to be paid upon the Property simultaneously with the Closing so that the title to the Property is free and clear of liens and debt, except those expressly permitted by this Agreement. After payment of all then existing liens, mortgages and other debt and encumbrances upon the Property, the remainder of the purchase price shall be paid to the Seller.

Section 1.03 **Closing.** The Closing of the purchase transaction (the “Closing”) shall take place at a location agreeable to the parties, or a Title Company of Buyer’s choosing, as soon as is reasonably practicable and on a date and at a time and place mutually convenient to the parties, but in no event later than \_\_\_\_\_, 2024. If the parties are unable to agree upon a time and place of Closing, the Closing shall be held at the Scottville City Hall, 105 Main St., Scottville, MI 49454, at 2:00 p.m. on \_\_\_\_\_, 2024.

Section 1.04 **Possession.** Possession of the Property will pass to the Buyer on Closing.

Section 1.05 **Real Property Taxes and Assessments.** Seller shall pay any and all real property taxes and assessments applicable to the Property and first becoming due and payable before the Closing Date, if any. Buyer shall be responsible for and pay all real property taxes and assessments first becoming due and payable on or after the Closing Date.

Section 1.06 **Survey Work.** Buyer or Buyer’s agents may enter the grounds of the Property prior to Closing for the purpose of causing a new staked boundary survey of the Property to be performed. The cost of the survey shall be paid by Buyer. The survey map shall show the location of all improvements and easements of record and shall be certified by a licensed surveyor. The legal description of the Property set forth in this Agreement and the quit claim deed shall be conformed to the legal description contained in the survey required under this section. If no new survey is ordered by Buyer and to the extent Seller has in its possession a survey of the Property, Seller shall provide such survey to Buyer prior to Closing. Seller shall not be required to update any existing survey of the Property.

Section 1.07 **License to Access Property.** From the date of execution of this Agreement and until Closing, the Buyer and its agents shall have the right to go upon the Property for the purpose of making any tests, inspections, examinations or studies which Buyer deems necessary in connection with the purchase of the Property, including the environmental condition of the Property. This shall include the right to conduct Phase I and Phase II site assessments. Buyer shall pay all costs and expenses incurred in making such tests, inspections, examinations or studies. Buyer and its agents shall also have the right to consult with any members or employees of Seller connected with the operation or management of the Property and Seller shall cooperate in allowing Buyer or Buyer’s agents, in conducting such investigation, to have full access to the Property and all portions thereof, including but not limited to, access for taking underground soil or water samples, and samples from building materials. The results of any investigation performed by Buyer shall be shared with both Buyer and Seller. Buyer shall indemnify and hold Seller harmless from any damage or injury to persons or property which occurs during the course of the inspections conducted by Buyer or Buyer’s agents.

Section 1.08 **Title Insurance.** Buyer may, at its sole cost and expense, order an ALTA owner’s title insurance commitment covering the Property, in such amount as Buyer may desire, naming Buyer as proposed insured, and including such affirmative endorsements as Buyer may reasonably require and which are available in the State of Michigan. Within 30 days of the date of this Agreement, Buyer shall notify Seller in writing of any liens, encumbrances, and other matters described in the title insurance commitment that Buyer deems unacceptable. Seller shall then have 30 days after receipt of Buyer’s objections to remove or cure such objections to the reasonable satisfaction of Buyer. If Seller is unable or unwilling to remove or cure such matters, Buyer may (a) proceed with the Closing and accept the title to the Property subject to the objected

to matters, or (b) terminate this Agreement by providing written notice to Seller. In the event this Agreement is terminated pursuant to this section, neither party shall have any further obligations or liabilities hereunder. Notwithstanding the foregoing, the presence of any Environmental Condition on the Property, and any liens or encumbrances related thereto, shall not be a basis for Buyer making an objection under this section.

Section 1.09 **Historical Documents**. Seller shall make available to Buyer from the date hereof to the date of Closing, to the extent they are available, all abstracts, title insurance policies, deeds, contracts, blueprints, plans, surveys and permits affecting the Property, and all environmental reports or correspondence regarding the Property.

Section 1.10 **Closing Expenses and Adjustments**. All Closing costs imposed by the Title Company, if any, and costs for recording fees, transfer taxes, tax certifications and document preparation, unless stated elsewhere in this Agreement, shall be paid by Buyer.

Section 1.11 **Zoning/Use of Property**. With respect to any development or use of the Property, Buyer shall comply with all state and local laws and regulations, including without limitation all local zoning ordinances, regulations and approvals, such as area, height, and setback requirements and all building, landscaping, screening, and other site development requirements.

## ARTICLE II

### CONTINGENCIES

Section 2.01 **Survey**. If the survey described in Section 1.06 shows any significant variation from the apparent or represented boundaries of the Property or any gap, overlap, encroachment, boundary dispute, or other condition which would unreasonably interfere with the marketability of Seller's title to the Property, or Buyer's reasonable use of the Property for its intended purposes, Buyer may terminate this Agreement for failure of this condition upon notice to Seller, provided that such notice is given within five (5) days of receipt of such survey. Upon termination of this Agreement, neither Buyer nor Seller shall have any further obligations hereunder.

Section 2.02 **Inspection**. As a further condition precedent to Buyer's obligation to proceed under this Agreement, Buyer shall be entitled to investigate, to Buyer's satisfaction, and at Buyer's expense, the condition of the Property and any other matters pertaining to it, such as its compliance with building codes and termite inspections and including the presence of termites or other pests, and the environmental condition of the Property. This inspection specifically contemplates that a Phase I and Phase II investigation may be conducted by the Buyer. Seller shall permit Buyer and such other persons as designated by Buyer, at Buyer's expense, to inspect the Property in its entirety. Such inspections shall take place not later than forty-five (45) days after the date of this Agreement. If Buyer shall fail to (i) inspect the Property within such period, or (ii) notify Seller in writing within five (5) days after said period that Buyer is dissatisfied with such inspection, specifying the reasons for such dissatisfaction, enumerating the defects discovered and including a copy of any written reports and including a copy of any written inspection reports obtained by Buyer in connection with such inspection, this condition precedent

shall conclusively be deemed to have been waived or satisfied. If Seller, in its sole discretion, shall elect to remedy any defects or resolve any reasons for dissatisfaction specified by the Developer within thirty (30) days after receiving notice of them, this condition precedent shall also conclusively be deemed to be satisfied. Otherwise, if this condition precedent shall not have been satisfied, Buyer may, at Buyer's option, terminate this Agreement without further liability upon notice to Seller and upon receipt of such notice, Seller shall return the earnest money deposit, if any, to Buyer. Buyer shall indemnify and hold Seller harmless from any damage or injury to persons or property which occurs during the course of the inspections conducted by Buyer or Buyer's agents.

Section 2.03 **Zoning/Use of Property**. The parties' respective obligation to close is contingent upon Buyer obtaining any and all necessary zoning and land use approvals with respect to Buyer's proposed use of the Property. Buyer, at its sole expense, shall use its best efforts and shall perform all acts necessary to obtain any necessary zoning and land use approvals. If Buyer is unable to obtain any necessary zoning and land approvals by the Closing, then Buyer shall so notify Seller in writing, and either party may terminate this Agreement upon written notice to the other. Upon giving a written notice of termination under this section 2.03, this Agreement shall be terminated and neither party shall have any further obligation hereunder.

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES AND CONDITION OF PROPERTY

Section 3.01 **Condition of Property**. The Buyer has the right to inspect the Property under this Agreement and Buyer agrees that if this transaction closes as contemplated herein, it will accept the Property in its "as is" condition at the time of Closing, without any warranties about the condition of the Property other than those described below in Sections 3.02.

Section 3.02 **Seller's Representations and Warranties**. Seller represents and warrants that as of the date of Closing:

a. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial order, administrative order or judgment applicable to Seller or the Property. There are not now outstanding with respect to the Property any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations and any such notices hereafter issued prior to Closing will be satisfied by the Seller.

b. There is no litigation or proceeding pending, or to the best of Seller's knowledge threatened, against or involving the Seller or Property, including but not limited to condemnation or eminent domain proceedings, and Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer or Buyer's title to and use of the Property, either before or after the Closing.

c. There is no default as of the date hereof in any mortgage of any portion of the Property.

d. Seller will operate the Property up to the date of Closing in the normal and regular manner and will not enter into any contract in respect thereto except as may be required in the regular course of the business and is approved by the Buyer.

e. Seller is unaware of any special assessment(s) which have been levied against any portion of the Property.

The warranties made in this Section 3.02 shall survive the Closing as if fully set forth in a document executed at Closing.

Section 3.03 **Buyer's Representations and Warranties.** Buyer represents and warrants that as of the date of Closing:

a. Buyer has full right and authority to perform its obligations under the terms of this Agreement and Buyer has obtained all necessary authorization to enter into and perform under this Agreement.

b. Buyer holds harmless the Seller from any claims predicated upon or arising out of Seller's actions to vacate the public alleyways comprising the Property or method legally utilized by Seller to accomplish the same.

The warranties made in this Section 3.03 shall survive the Closing as if fully set forth in a document executed at Closing.

## ARTICLE IV

### MISCELLANEOUS

Section 4.01 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements between them respecting the subject matter. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE CAN BE MADE OR HAVE BEEN MADE BY ANY OF THE PARTIES TO THIS AGREEMENT TO ANOTHER PARTY TO THIS AGREEMENT UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES.

Section 4.02 **Miscellaneous.** This Agreement shall be governed by Michigan law. Time is of the essence of the performance of the obligations described herein. No third party shall be a beneficiary of any provision of this Agreement. Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, or of partnership or joint venture between the parties hereto. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Agreement. All notices under this Agreement shall be in writing and shall be delivered via US Mail to Seller and Buyer at the addresses first listed above. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties may execute separate counterparts with like effect as if the signatures of all parties were upon the same

counterpart. A facsimile or electronic copy of a signed counterpart may be relied upon by any party, or any third party, as if it were an original signature copy. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written understanding, agreement, and communications with respect thereto. This Agreement may be modified only by written agreement of the parties.

Section 4.03 **Survival of Representations and Warranties**. All warranties and representations made by the parties shall survive payment and performance of the obligations imposed by this Agreement as if set forth fully in a document executed at Closing.

Section 4.04 **Authorization**. Buyer and Seller each warrant and represent that they are properly authorized to enter into this Agreement.

The parties have executed this Agreement on the date set forth below.

SELLER:  
CITY OF SCOTTVILLE

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Clarence Goodlin  
Its: Interim City Manager

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Kelse Lester  
Its: Clerk



BUYER:  
STALLION TRACKS, LLC

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Its: \_\_\_\_\_

# MEMORANDUM

## CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager

Date: August 26, 2024

Subject: 2<sup>nd</sup> Notice Of Loss And Invoice To Norlund and Associates Concerning The Memorial Day Weekend Watermain Rupture

This memorandum is to notify City Commissioners that a second notice of loss and an invoice to Norlund and Associates concerning the Memorial Day Weekend watermain rupture and the City's request for payment was sent on August 15, 2024. A copy of that correspondence accompanies this memorandum.



August 15, 2024

Norlund and Associates  
813 E. Ludington Avenue  
Ludington, Michigan 49431

Re: July 02, 2024, Request For Reimbursement – Memorial Day Weekend Watermain Rupture

Gentlemen,

This letter contains my second request for your company to reimburse the City of Scottville for the losses that it sustained because of the actions of your worker(s) while performing borings and excavation that resulted in a watermain rupture near US 10 on the Memorial Day weekend.

For your convenience, I have included a copy of the July 02, 2024 letter that was sent to your company and that contained a listing of our losses.

Please remit this amount to the City of Scottville soon. We appreciate your attention to this important matter.

Best Regards,

A handwritten signature in blue ink, appearing to read "Clarence E. Goodlein", is written over the typed name and title.

Clarence E. Goodlein  
Interim City Manager



July 02, 2024

Norlund and Associates  
813 E Ludington Avenue  
Ludington, Michigan 49431

Re: Memorial Day Weekend Watermain Rupture

Gentlemen,

Please be advised that the City of Scottville experienced a financial loss because of the actions of your worker(s) while performing borings that resulted in a water main rupture near US 10 earlier this year.

Our expenses to mitigate this occurrence are as follows in the Table that is shown.

| Expense Description         | Cost      |
|-----------------------------|-----------|
| Wages                       | \$3574.47 |
| Water Transport from Nestle | \$ 704.00 |
| Fuel                        | \$ 59.36  |
| Water Sampling Containers   | \$ 10.60  |
| Food Supplies               | \$ 76.77  |
| Misc. Parts                 | \$ 6.34   |
| Total                       | \$4431.54 |

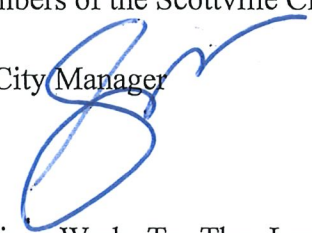
Please remit this amount to the City of Scottville. We appreciate your cooperation in providing the City with this reimbursement.

Best Regards,

Clarence E. Goodlein  
Interim City Manager

**MEMORANDUM**  
**CITY OF SCOTTVILLE**

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: August 26, 2024

Subject: Request To Award Tree-Cutting Work To The Lowest Bidder, Extreme Trees Of Ludington, Michigan, For The Sum Of \$7,400 From Account # 203-463.000-930.200

**Background:** During the past few weeks, City Administration received complaints of trees on City property near 107 West Broadway and 201 5<sup>th</sup> Street that threaten the safety of pedestrians on nearby walkways, vehicles on nearby streets, and/or the homes of residents. Subsequently, three (3) trees<sup>1</sup> were evaluated by staff of the Department of Public Works who confirmed that these trees were dangerous and needed to be removed. Consequently, a request for bids to remove these trees was made and the City received three (3) bids from local businesses. These bids are shown in Table I that follows.

**Table I**

| <u>Vendor</u>               | <u>Location</u>     | <u>Bid</u> |
|-----------------------------|---------------------|------------|
| Extreme Trees, LLC.         | Ludington, Michigan | \$ 7,400   |
| Mac's Tree Service, Inc.    | Ludington, Michigan | \$ 9,100   |
| R. Bogner Tree Service, LLC | Ludington, Michigan | \$10,814   |

The City has used the services of each of these tree companies previously and found that each company's work was satisfactory. After the award of the bid by the City Commission, City Administration will obtain a certificate of workers' compensation and liability insurance from the selected business that names the City as co-insured for the purpose of the work and before any work commences. It is important to note that the City has received reports of other trees on City property which may be dangerous and is currently evaluating those trees and determining whether they should be removed.

**Recommendation:** It is recommended that the City accept the low bid of \$7,400 from Extreme Trees, LLC of Ludington, Michigan for the removal of three (3) trees on City property and near 107 West Broadway and 201 5<sup>th</sup> Street that have been evaluated and deemed to be dangerous and a threat to pedestrians, vehicles, and homes. Should the City Commission decide to approve this proposal, then this expense would be disbursed from Account # 203-463.000-930.200 (Local Streets – Maintenance – Contracted Work). Since the City has obtained work from Extreme Trees of Ludington, Michigan previously and found it to be satisfactory, it is believed that selection of this vendor for the work would be in the best interest of the City.

<sup>1</sup> Two (2) elm trees near 107 West Broadway and one (1) silver maple tree near 201 West 5<sup>th</sup> Street.



# MEMORANDUM

## CITY OF SCOTTVILLE

To: Mayor Marcy Spencer and Members of the Scottville City Commission

From: Clarence E. Goodlein, Interim City Manager 

Date: August 26, 2024

Subject: Recommendation That Personnel Committee Meetings Be Non-Public Meetings And Not Open To City Employees

While I understand and support the government transparency that is provided by the policy that committee meetings are open to the public and employees, it is my opinion that open meetings of the City's Personnel Committee frustrate frank discussions concerning employees and their performance as well as occasions when discipline or termination require deliberation, or employee improvement plans must be developed. It is my belief that the open discussion of an employee's failures and perhaps her/his need for discipline or conduct that is contrary to policy and procedures violates established Human Resources' principles concerning methods of employee development and discipline and is contrary to good leadership and organizational efficiency and effectiveness.

In this regard, it would be my recommendation that the Personnel Committee meetings no longer be open to attendance by the public or employees except by special invitation or public notice. While I am not an attorney, it is my belief that there is no statutory requirement that this Committee meeting be open to the public since its meeting does not constitute a quorum and consequently is not governed by the Michigan Open Meetings Act, PA 267 of 1976 (as amended). It is my belief that this action would be in the best interest of the City and that it would facilitate enable good leadership and facilitate employee development as well as organizational efficiency.

**CITY OF SCOTTVILLE**  
**MEMORANDUM**

**Date:** August 12, 2024

**To:** Mayor Spencer and City Commissioners

**From:** Clarence E. Goodlein, Interim City Manager

**Subject:** **Activity of City Administration**

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Since the last meeting of the City Commission, City Administration has engaged in the following activities.

- Meetings with the City's auditors during their onsite audit of the City's funds and finances as well the FY23/24 budget
- Meeting with Mr. Jeff Barnett concerning the sale of encroachment and alleyway properties at the Stallion Mills location and his acceptance of the City's offer to sell these properties for the sum of \$2,500
- Meetings with the City Treasurer concerning the FY24/25 budget and methods of reducing expenses
- Meetings with employees and planning for the annual Children's Christmas Parade as well as methods of promoting the event and fund-raising
- Meeting with a developer who hopes to open a self-storage complex on Scottville Road near US-31
- Discussions with a developer concerning a meeting for discussion of demolition of property on State Street and renovation of a neighboring parcel for their business.
- Meetings with the Zoning Administrator concerning the City's "425" territory and its zoning and uses by right and special use authorization
- Review of system of zoning administration and other services that are provided by SafeBuilt
- Meeting with Dawn Lund of Utility Financial Services concerning evaluation of the City's water and sewer services and her company's ability to provide financial projections and ready to serve analyses for these utilities