

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, SEPTEMBER 25, 2017

WORK SESSION – 6:00 P.M.

1. Closed Session – Consideration of Real Estate Transaction
2. Review Superintendent’s Employment Agreement

REGULAR MEETING – 7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. APPROVAL OF MEETING AGENDA
- V. CONSENT AGENDA
 1. Approve September 11, 2017 Board Minutes
 2. Approve Payment of Invoices in the amount of \$760,731.13 (*A/P checks of \$648,883.31 and payroll of \$111,847.82*)
- VI. PRESENTATIONS
 1. Ottawa County – Grand River Explorers Trail
 2. GHAPS STEM Team – Hofma Adventure Challenge
- VII. OLD BUSINESS
 1. Second Reading – Rezoning – Regency at Grand Haven
 2. Second Reading – Zoning Text Amendment – Special Land Use Chapter
 3. Approve Legal Service Agreement – Dickinson Wright
- VIII. NEW BUSINESS
 1. Approve Hiawatha Drain Assessment - \$170,739
 2. Approve Resolution 17-09-0* -- Grand River Explorers Trail
- IX. REPORTS AND CORRESPONDENCE
 1. Correspondence
 2. Committee Reports
 3. Manager’s Report
 - a. August DPW Report
 4. Others
- X. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY
(*LIMITED TO THREE MINUTES, PLEASE.*)
- XI. ADJOURNMENT

NOTE: The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. The supervisor will initiate comment time.

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, SEPTEMBER 11, 2017**

WORKSESSION – 6:00 p.m.

1. **Motion** by Clerk Larsen supported by Trustee Gignac to enter closed session for the purpose of conducting the superintendent's annual performance evaluation pursuant to the superintendent's request. **Which motion carried**, pursuant to the following roll call vote:
Ayes: Meeusen, Larsen, Gignac, Redick, Behm, Reenders
Nays:
Absent: Kieft

Motion by Trustee Gignac supported by Trustee Redick to exit the closed session. **Which motion carried.**

REGULAR MEETING

I. CALL TO ORDER

Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:12 p.m.

II. PLEDGE TO THE FLAG

Prior to the pledge, Supervisor Reenders requested a moment of silence to honor the victims of the 9/11 attack on this sixteenth anniversary.

III. ROLL CALL

Board members present: Reenders, Meeusen, Behm, Gignac, Larsen and Redick.
Board members absent: Kieft

Also present was Manager Cargo, Deputy Treasurer Chalifoux and Community Development Director Fedewa.

IV. APPROVAL OF MEETING AGENDA

Motion by Trustee Gignac and seconded by Clerk Larsen to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve August 18, 2017 Board Minutes
2. Approve Payment of Invoices in the amount of \$497,271.13 (*A/P checks of \$402,893.70 and payroll of \$94,377.43*)

Motion by Clerk Larsen and seconded by Trustee Behm to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. PRESENTATION

County Commission Roger Bergman provided a brief PowerPoint presentation regarding Ottawa County operations.

County Commission Phil Kuyers provided a verbal update on County park issues and events.

VII. PUBLIC HEARING

Supervisor Reenders opened the 2017 “Truth in Taxation” public hearing at 7:17 p.m.

Deputy Treasurer Chalifoux provided an overview of the proposed 2017 millage rates noting that although the Township’s taxable value will rise, the millage rate will be less with a homeowner with a \$100,000 home in 2016 paying about \$11.97 less in 2017.

There being no further comments, Supervisor Reenders closed the public hearing at 7:19 p.m.

VIII. OLD BUSINESS

1. **Motion** by Clerk Larsen supported by Trustee Gignac to approve and adopt Resolution 17-09-01 approving the levy of an additional allowable millage rate of 0.1060 and authorizing Supervisor Reenders and Clerk Larsen to sign the L-4029 2016 Tax Rate Request. **Which motion carried** pursuant to the following roll call vote:

Ayes: Larsen, Gignac, Meeusen, Redick, Behm, Reenders

Nays:

Absent: Kieft

2. **Motion** by Trustee Gignac supported by Trustee Redick to conditionally approve the Regency at Grand Haven PUD application and rezoning of parcel 70-03-33-200-085 and part of 70-03-33-200-084 from Agricultural (AG) & Rural Residential (RR) to Planned Unit Development (PUD). This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. The motion is subject to, and incorporates the following report, as amended by an additional condition to Section 7. This is the second reading.

Which motion carried pursuant to the following roll call vote:

Ayes: Larsen, Gignac, Redick, Meeusen, Behm, Reenders

Nays:

Absent: Kieft

REPORT – REGENCY PUD (as amended)

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following is the report of the Grand Haven Charter Township Board (the “Board”) concerning an application by Grand Haven Senior Leasing LLC (the “Developer”) for approval of a Regency at Grand Haven Planned Unit Development (the “Project” or the “PUD”).

The Project will consist of a Housing for the Elderly development. This 10.44-acre Project will consist of a one-story 120-bed state-licensed skilled nursing care facility for phase 1 and an additional 20-bed expansion for a future phase 2. The Project as recommended for approval is shown on a final site plan (the “Final Site Plan”), including landscaping (the “Final Landscape

Plan”) and elevation renderings (the “Final Elevations”), last revised 7/31/2017; collectively referred to as the “Documentation,” presently on file with the Township.

The purpose of this report is to state the decision of the Board concerning the Project, the basis for the Board’s recommendation, and the Board’s decision that the Regency at Grand Haven PUD be approved as outlined in this motion. The Developer shall comply with all of the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Board makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Board finds as follows:
 - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.
 - B. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
 - C. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the Township.
 - D. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Board has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
 - E. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
 - F. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
 - G. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.
 - H. All streets and driveways are developed in accordance with the Ottawa County Road Commission (“OCRC”) specifications, as appropriate.
 - I. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate storm water, prevent erosion and the formation of dust.

- J. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures to reduce light pollution and preserve the rural character of the Township.
 - K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
 - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
 - M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
 - N. As appropriate, fencing will be installed around the boundaries of the Project if deemed necessary by either the Township or the Developer to prevent trespassing or other adverse effects on adjacent lands.
 - O. The general purposes and spirit of the Zoning Ordinance and the Master Plan of the Township are maintained.
2. The Board finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
3. Section 17.01.5, and Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with sound planning principles. The Developer requested four departures. The Board makes the following findings.
- A. Section 19.07.28.E – allow a reduced front yard setback.
 - i. The Board finds this acceptable because it prevents a significant impact to a regulated wetland at the rear of the property that would otherwise be preserved as dedicated open space. Further, substantial landscaping has been included to reduce the visual mass of the building being closer to the public street.
 - B. Section 19.07.28.H – allow off-street parking within the front yard.
 - i. The Board finds this acceptable because the building and parking lot were moved closer to the public street in order to prevent a significant impact to a regulated wetland at the rear of the property that will otherwise be preserved as dedicated open space.
 - C. Section 24.02.2 – allow off-street parking within the required side yard.
 - i. The Board finds this acceptable because the Section 19.07.28.E establishes a 75-foot setback for nursing and convalescent homes. This

setback would prevent parking in both side yards, and require parking in the rear, which would significantly impact a regulated wetland that will otherwise be preserved through the dedicated open space.

- D. Section 24.03 – allow a total of 128 parking spaces.
 - i. The Board finds this acceptable because the majority of the facility will likely be dedicated to short-term rehabilitation rather than long-term nursing care. Utilizing a dual-use from the parking schedule (convalescent or nursing home at 30% and hospital at 70%) the proposed number of spaces is compliant.
- 4. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance.
 - A. The Project will encourage the use of land in accordance with its natural character and adaptability;
 - B. The Project will promote the conservation of natural features and resources;
 - C. The Project will promote innovation in land use planning and development;
 - D. The Project will promote the enhancement of housing and commercial employment for the residents of the Township;
 - E. The Project will promote greater compatibility of design and better use between neighboring properties;
 - F. The Project will promote more economical and efficient use of the land while providing a harmonious variety of housing choices and community facilities; and
 - G. The Project will promote the preservation of open space.
- 5. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
 - A. The Project meets the minimum size of five acres of contiguous land.
 - B. The PUD design substantially promotes the Intent and Objectives of Section 17.01 of the Zoning Ordinance; it further permits an improved layout of land uses and roadways that could not otherwise be achieved under normal zoning.
 - C. The Project contains distinct uses relating to the care of residents—short-term rehabilitation therapy, bariatric care, and long-term skilled nursing care.
 - D. The Project site exhibits significant natural features encompassing more than 25% of the land area, which will be preserved as a result of the PUD plan and includes regulated wetlands.
 - E. The Project site has distinct physical characteristics which makes compliances with the strict requirements of the Zoning Ordinance impractical.
- 6. The Board also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.
 - A. The storm water management system for the Project and the drainage facilities will properly accommodate storm water on the site, will prevent runoff to

- adjacent properties, and are consistent with the Township's groundwater protection strategies.
- B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
 - C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
 - D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
 - E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
 - F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
 - G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
 - H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.
 - I. Architectural design features visually screen the mechanical and service areas from adjacent properties, public roadways, and other public areas.
 - J. The exterior walls greater than 50 feet in horizontal length or that can be viewed from a public street contain a combination of architectural features, variety of building materials, and landscaping near the walls.
 - K. Onsite landscaping abuts the walls so the vegetation combined with architectural features significantly reduce the visual impact of the building mass when viewed from the street.
 - L. The predominant building materials have been found to be those characteristics of the Township such as brick, native stone, and glass products.
 - M. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
 - N. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
 - O. The Project will not unduly interfere with the provision of adequate light or air; nor will it overcrowd land or cause an unreasonably severe concentration of population.
 - P. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.

- Q. Outside storage of materials shall be screened from view.
 - R. Signage is compliant with Section 24.13 of the Zoning Ordinance.
 - S. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
 - T. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.
 - U. A maximum of one driveway or street opening per existing public street frontage has been permitted, with a second driveway being permitted because it adjoins an adjacent development allowing shared access with another use.
 - V. The Project provides adequate accessibility for residential development with more than 24 dwelling units.
 - W. The Project satisfies the minimum open space of 20 percent required by the Zoning Ordinance.
 - X. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.
 - Y. The open space in the Project consists of contiguous land area which is restricted to non-development uses.
 - Z. The open space in the Project will remain under common ownership or control.
 - AA. The open space in the Project is set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.
 - BB. The Project abuts a multiple family residential PUD district and a woodland and landscaped greenbelt will provide a sufficient obscuring effect and act as a transitional area.
 - CC. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.
7. The Board also finds the Project shall comply with the below additional conditions as well.
- A. That the Phase 2 expansion is subject to complying with an additional full parking review that will determine if parking is sufficient, or if additional parking is required; and, if more parking is required, whether additional parking can occur either within the current boundaries or outside of the current boundaries of the proposed Planned Unit Development.
 - B. Must obtain permits from all applicable agencies including the OCRC, Ottawa County Water Resources Commissioner, State of Michigan etc. Permits shall be obtained before building permits are issued.

- C. The Developer shall enter into a PUD Contract with the Township, which will be drafted by the Township Attorney and approved by the Township Board prior to receiving a building permit.
 - D. A revised Open Space Conveyance shall be submitted and approved by the Township Attorney prior to the issuance of a building permit.
 - E. Any violation of the conditions constitutes a violation of the Zoning Ordinance, and in addition to the remedies provided therein, shall be cause for the Township Board to suspend or revoke any zoning or building permit applicable to the Project.
 - F. The right is reserved by the Township to impose additional conditions if reasonably necessary to achieve the purposes of the Zoning Ordinance.
 - G. The PUD approval is personal to the Developer and shall not be transferred by the Developer to a third party without the prior written consent of the Township.
 - H. Except as expressly modified, revised or altered by these conditions the Project shall be acquired, developed, and completed in conformance with the Zoning Ordinance, as amended, and all other applicable Township ordinances.
 - I. This approval is also conditioned upon the Developer meeting all applicable Federal, State, County and Township laws, rules and ordinances.
 - J. The Developer shall comply with all of the requirements of the Documentation, specifically including all of the notes contained thereon, and all of the representations made in the written submissions by the Developer to the Township for consideration of the Project.
 - K. In the event of a conflict between the Documentation and these conditions, these conditions shall control.
8. The Board finds that the Project complies with the uses permitted for a residential planned unit development, as described in Section 17.07.2.A of the Zoning Ordinance—Housing for the elderly.

IX. NEW BUSINESS

- 1. **Motion** by Trustee Meeusen supported by Clerk Larsen to approve the FY2018 detailed budget assumptions and policies as delineated by the Superintendent within the September 1st memorandum and to instruct the Superintendent to proceed with completion of a 2018 Fiscal Year budget for Board review and consideration pursuant to state law and the proposed schedule. **Which motion carried.**
 - ✓ The Board instructed Manager Cargo to prepare a resolution to pay the entire \$170,739 for the proposed Hiawatha Drain project.
 - ✓ The Board instructed Manager Cargo to discuss keeping the 2012 Suburban (*rather than selling the same*) for a transport vehicle.

2. **Motion** by Clerk Larsen supported by Trustee Behm to postpone consideration of the zoning text amendment ordinance to revise the Special Land Use Chapter until September 25th when it will be considered for adoption and approval. This is a first reading. **Which motion carried.**

X. REPORTS AND CORRESPONDENCE

- a. Correspondence was reviewed
- b. Committee Reports
 - i. Clerk Larsen noted that there is a Personnel Committee meeting scheduled for September 12th at 7:00 a.m.
 - ii. Trustee Redick noted that the Parks and Recreation Committee will be meeting every other Wednesday in order to prioritize the recommendations of the Hofma Vision.
 - iii. Trustee Redick noted that the GHAPS's STEM teachers presented a QR sign project for implementation in Hofma Park/Preserve at the last Parks and Recreation Committee meeting.
- c. Manager's Report, which included:
 - i. August Building Report
 - ii. August Ordinance Enforcement Report
- d. Others

XI. PUBLIC COMMENTS

Laird Schaefer (*12543 Wilderness Trail*) requested that the "Hofma Vision" document be posted on the GHT website.

XII. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Behm to adjourn the meeting at 7:57 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor



Administrative Memo

TO: Township Board

FROM: Andrea Dumbrell, Human Resources Supervisor

DATE: September 20, 2017

RE: Township Superintendent/Manager Employment Agreement

Per the direction of Treasurer Kieft, attached please find a copy of the proposed Township Superintendent/Manager's Employment Agreement that will be reviewed and discussed during the September 25, 2017, Board work session. The employment agreement template was originally drafted by Scholten Fant and has been recently reviewed by Attorney Ronald Bultje at Dickinson Wright.

The employment agreement is a four-year extension of Cargo's current contract. Although the contract has a specific term, Cargo may be dismissed "for cause" at any time with no employment protections. Further, Cargo may be dismissed "without cause" at any time, subject to the protections afforded under the severance package. (*The severance package remains the same as the current contract.*)

Following the work session, if the Board would like to extend Superintendent Cargo's employment agreement with the Township, the following motion can be offered:

Move to approve the proposed 2017 Employment Agreement with Superintendent Cargo and authorize the contract be executed by Supervisor Reenders and Clerk Larsen.

If you have any questions or comments, please contact any member of the Personnel Committee, Attorney Bultje, Superintendent Cargo, or me at your convenience.

EMPLOYMENT AGREEMENT

WITNESS this Employment Agreement dated _____, 2017. The parties to this agreement are the CHARTER TOWNSHIP OF GRAND HAVEN, a Municipal Corporation, whose address is 13300 168th Avenue, Township of Grand Haven, Ottawa County, Michigan 49417 (“Township”), and WILLIAM D. CARGO, of 13387 Hidden Creek Drive, Grand Haven, Michigan 49417 (“Cargo”). The purpose of this contract is to establish a fair and equitable working relationship between the Township and Cargo for the mutual benefit of each party.

DEFINITIONS: “Contract Year” shall mean a twelve (12) month period commencing January 1 and ending December 31 of the same calendar year. The Contract Year shall be the calendar year.

IN CONSIDERATION of the mutual promises, agreements, and established duties contained within the document which follows, the parties agree that:

1) EMPLOYMENT.

The Township hereby employs Cargo as its Township Superintendent, pursuant to MCLA 42.10 to serve and perform such duties as may be legally assigned to him by the Township Board including, but not limited to, those listed or described on the attached “Exhibit A”. Exhibit A is incorporated herein by reference. In order to avoid confusion with the elected Township Supervisor, the official job title of Cargo shall be “Township Superintendent/Manager”. Cargo agrees to perform such duties in such manner and at such times and places as the Township Board may direct.

2) CARGO’S OBLIGATIONS.

1. Cargo agrees to faithfully perform all duties legally assigned to him by the Township Board and to perform said duties to the best of his abilities.
2. Cargo agrees to adhere at all times to applicable federal and state laws or regulations, and to the rules, regulations and policies of the Township.
3. Cargo agrees that he will devote his full attention to the business of the Township during the working hours that are assigned to him by the Township Board.
4. Cargo and the Township Board acknowledge that Cargo will be called upon to work more than forty (40) hours per week, including time worked at non-business hours. As a salaried employee, Cargo acknowledges that he is exempt from the overtime provisions of the Fair Labor Standards Act, as amended, or any similar provision of state or federal law or the Township Personnel Policies and Procedures Manual, as that manual is revised from time to time.
5. Cargo agrees to draft an “Annual Business Plan” for Board review and adoption no later than the second Monday of each December. Further, after the Plan is adopted by the Township Board, Cargo agrees to review progress on the plan with the Board on a quarterly basis (*i.e., March, June, September, and December*), or more frequently if requested by the Board.

3) COMPENSATION.

- a) The Township Board agrees to pay Cargo for rendering the services herein described above, a salary of one hundred and eleven thousand and eight hundred and six dollars (\$111,806.00) per year payable in bi-weekly installments (26 pay periods) during the term of this Agreement. In the event the Township Board changes the timing of the payment of employee compensation to its other employees, then the timing of the payment of Cargo’s compensation shall change to coincide with that of the other employees of the Township. Provided, that the salary due to Cargo for the remaining term of this Agreement can be modified at any time if the parties mutually agree. If the parties do not agree on a salary for the remaining term of the Agreement, then the salary for the last Contract Year shall continue.

The Township Board shall evaluate Cargo's performance at least annually during the term of this Agreement, commencing in September, 2018 and in September of each year of the term of this Agreement thereafter. The performance evaluation and salary recommendation, if any, should be completed prior to the adoption by the Township Board of its budget for the succeeding year. The performance evaluation shall be reviewed by Cargo and the Township Board and may be used by the parties in the negotiations for compensation during the remaining term of this Agreement.

- b) The Township Board further agrees to provide health care insurance for Cargo on the same basis as it is authorized by the Township's Personnel Policies and Procedures Manual, as that manual is revised from time to time.
- c) The Township Board further agrees to provide disability insurance coverage on the same basis as it is authorized for other full-time Township employees, and as may be revised from time to time.
- d) The Township Board further agrees to provide term life insurance coverage on the life of Cargo, payable in the event of his death to the beneficiary he designates, in the amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars.
- e) The Township Board further agrees that holidays, vacation, and sick leave for Cargo shall be disbursed on the same basis as it is authorized by the Township's Personnel Policies and Procedures Manual, as that manual is revised from time to time.
- f) Further, the Township Board agrees to reimburse Cargo for all reasonably incurred business expenses within the budgeted amounts established by the Township. Such expenses shall include, but not be limited to, annual membership dues in one civic organization in the Grand Haven City/Township area, (*e.g.*, *Grand Haven Rotary Club*), books, subscriptions, and business meeting meals, etc.
- g) Lastly, the Township Board agrees to make contributions to a Section 457 deferred compensation account, established or to be established by Cargo with the ICMA, or any other Section 457 account established by Cargo with the consent of the Township. Each year during the term of this Agreement, the total amount of the contributions shall be equal to fourteen percent (14%) of Cargo's annual salary. The contributions shall be made in equal monthly installments during the term of Cargo's service. In the event that this Agreement is terminated early for any reason, then the amount of this contribution shall be pro-rated based on the number of days since the beginning of the current Contract Year divided by 365.

4) **PROFESSIONAL TRAINING AND EDUCATION.**

The parties acknowledge that it is in the best interest of the Township that Cargo maintain his professional education and training. Therefore, the Township Board agrees to pay for the cost of such seminars or other education as Cargo may request to attend, including the cost of any texts. However, Cargo agrees that the number of seminars that he attends and the costs therefore shall be subject to prior authorization by the Township Board or its designated representative. The intent of this paragraph is to encourage Cargo to maintain and improve his training and education, yet keep the costs thereof at a reasonable expense for the Township. Further, the Township Board agrees to pay the cost of Cargo's membership in the International City/County Managers Association (ICMA), Michigan Municipal Managers Association, and the American Planning Association.

5) **VEHICLE.**

The Township Board agrees to provide a vehicle for Cargo's use during the term of this Agreement. Cargo shall submit monthly records of his personal use of the vehicle to the Township financial staff so that the Township can make such reports as are required by the IRS, with regard to vehicle use. Cargo acknowledges that there may be income tax liability for his personal use of the vehicle. Cargo shall pay for fuel, oil changes,

and washer fluids associated with the operation of the vehicle.

Further, the Township Board, at its sole discretion, may modify this section and instead provide a monthly vehicle stipend that is similar to the value of the vehicle above.

6) **TERM.**

- a) **Basic Term.** The term of this Agreement shall be for a period commencing on the effective date of this Agreement (*i.e.*, January 1, 2018) and ending December 31, 2022.
- b) **Termination For Cause.** In addition to the expiration of the aforementioned period, this Agreement shall also terminate upon the occurrence of any of the following events:
 - i) Cargo's death;
 - ii) Cargo's mental incompetence, as may be determined by two (2) licensed physicians;
 - iii) Cargo's disability for a period of more than ninety (90) consecutive days due to physical impairment that renders him unable to perform the services contemplated by this Agreement (*however, this event shall not terminate the Agreement unless, after ninety [90] days and while the disability continues, the Township Board votes in its discretion to terminate this Agreement*);
 - iv) The merger or consolidation of the Township with any other municipal corporation; or
 - v) The commission of any felony by Cargo, which results in conviction, or any misappropriation of money or property of the Township by Cargo.
 - vi) In the event that Cargo is charged with any crime, either misdemeanor or felony, the Township Board may, by majority vote, place Cargo on administrative leave without pay until his guilt or innocence is determined. A plea of "no contest" (*nolo contendere*) shall be considered a determination of guilt. A determination of guilt of any crime other than a felony or misappropriation of money or property of the Township may be grounds for dismissal if the Township Board determines the crime and Cargo's conduct will interfere with the effective discharge of Cargo's duties as Township Superintendent.

Termination for cause under any of the above circumstances provided for in paragraphs b)i) through b)vi) shall be complete and shall not include any provisions for severance benefits, unless the Township Board shall otherwise determine.

- c) **Termination Without Cause.** In addition to termination of this Agreement pursuant to Section 6)b) above, the Township Board may terminate this Agreement at any other time, according to its own discretion. However, if the Township Board terminates this Agreement pursuant to this Section 6)c), the Township Board shall pay Cargo a severance package which is identical to the severance package described below in Section 6)d)ii.
- d) **Extension.** Commencing not later than October 31, 2021, the parties shall negotiate with respect to an extension of the term of this Agreement. If the parties reach an agreement on such extension, and the terms and conditions thereof, then such agreement shall be reduced to writing and executed by the parties.

In the event the Township Board shall determine that this Agreement shall not be extended under any terms, and that the relationship between the Township and Cargo shall terminate at the conclusion of this Agreement, the Township shall notify Cargo of such determination in writing. Said notification shall include an advisement by the Township of the selection of one of the two following options:

- i. Continued employment of Cargo for the duration of the term of this Agreement in order that Cargo may seek an alternative position while still employed. (*Notice of the selection of this option shall be made to Cargo no later than December 31, 2021 to allow Cargo an opportunity to seek an alternative position*); or
- ii. A severance package which would consist of:
 - (1) Immediate termination/resignation of Cargo as Township Superintendent.
 - (2) The lump sum payment to Cargo of a sum equal to one (1) year's salary. For one (1) year, and for no additional sums paid, Cargo shall consult with the Township as an independent contractor, if requested by the Township, in order to assist in the transition of matters, which consultation shall not exceed five (5) hours per week.
 - (3) For a period of up to nine (9) months, or until reemployment, whichever shall first occur, the fringe benefit package then in place shall be continued at the Township expense; except that the vehicle utilized by Cargo shall be surrendered at termination of the Agreement. In lieu thereof, the value of the fringe benefit package, minus the vehicle, shall be paid to Cargo in cash.
 - (4) The benefits accorded Cargo shall not include secretarial, staff, mailing or office supply privileges.
 - (5) Deferred compensation contributions shall be made on all sums actually paid to Cargo during the calendar year as provided for consistent with the provisions of Section 3)g) above.
 - (6) Cargo shall be compensated for unused vacation and sick leave time accrued pursuant to the Township's Personnel Policies and Procedures Manual, as that manual is revised from time to time.

Upon termination, the Township Board shall provide Cargo with a favorable recommendation unless his last two (2) job performance evaluations have been satisfactory or less than satisfactory; in which case the Board's recommendation shall be neutral. If Cargo shall have been found guilty of misconduct in any court or tribunal of record, the public record of those proceedings shall speak for themselves and shall not require comment on the part of the Township.

7) MISCELLANEOUS.

This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Michigan. Any matter not specifically covered by the terms of this Agreement is to be governed by the Township's Personnel Policies and Procedures Manual, as that manual is revised from time to time.

8) PRIOR CONTRACT.

This Agreement shall supercede and replace the remaining term of the contract dated November 25, 2013.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date set forth above.

GRAND HAVEN CHARTER TOWNSHIP

By: _____
Mark Reenders, Supervisor

By: _____
Laurie Larsen, Clerk

SUPERINTENDENT/MANAGER

By: _____
William D. Cargo

EXHIBIT "A"

The following functions and duties are the responsibility of the Township Superintendent/Manager:

1. To see that all laws and Township ordinances are enforced;
2. To manage and supervise all public improvements, works, and undertakings of the Township;
3. To have charge of the construction, repair, maintenance, lighting and cleaning of streets, sidewalks, bridges, pavements, sewers, and all of the public buildings or other property belonging to the Township;
4. To manage and supervise the operation of all Township utilities;
5. To be responsible for the preservation of property, tools, and appliances of the Township;
6. To see that the terms and conditions imposed in favor of the Township or its inhabitants in any public utility, franchise, or in any contract, are faithfully kept and performed;
7. To attend all meetings of the Township board, with a right to participate in discussions, but without the right to vote;
8. To be a member, ex officio, of all committees of the Township board and planning commission;
9. To prepare and administer the annual budget under the policies formulated by the Township board and keep the board fully advised at all times as to the financial condition of the Township;
10. To recommend to the Township board for adoption such measures as he deems necessary or expedient;
11. To be responsible to the Township board for the efficient administration of all departments of the Township;
12. To act as the purchasing agent for the Township or, under his responsibility, delegate such duties to some other employee;
13. To conduct all sales of personal property which the Township board may authorize to be sold;
14. To assume all duties and responsibilities as personnel director of all Township employees or, under his responsibility, delegate such duties to some other employee; and,
15. To perform such other duties as may be prescribed by the laws of the State of Michigan, by Township ordinance, or by direction of the Township Board, or which are not assigned to some other official in conformity with the laws of the State of Michigan.
16. To on a quarterly basis both provide to the Board and review with the Board the "Task List" (*i.e., a listings of staff work assignments*) maintained by the Superintendent/Manager.

EXCERPT OF MINUTES

A regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, was held on Monday, September 25, 2017 at 7:00 p.m. The meeting was held at the Township Hall at 13300 - 168th Avenue, Grand Haven, Charter Township, Ottawa County, Michigan.

PRESENT:

ABSENT:

After certain matters of business had been discussed, Supervisor Reenders announced that the next item of business was the "Grand Rover Explorers Trail" Resolution. Following discussion of this matter, the following resolution was offered by _____ and supported by _____.

RESOLUTION # 17-09-02 GRAND RIVER EXPLORERS TRAIL

WHEREAS, Grand Haven Charter Township is located on the Grand River, Michigan's longest river and one of the Township's most significant natural features;

WHEREAS, the Township includes 3.7 miles of Grand River waterfront, with varied landscapes and ecosystems, including extensive floodplain forests and islands, riverine wetlands, and unique bayous;

WHEREAS, the Township provides a non-motorized pathway along Mercury Drive which parallels the riverfront, provides scenic views of the river and its bayous, and connections to waterfront parkland property;

WHEREAS, the Mercury Drive non-motorized pathway currently provides a connection to the City of Grand Haven but is not currently connected to Robinson Township or other communities on the river to the east or to nearby riverfront parkland;

WHEREAS, it is the goal of the Ottawa County Parks and Recreation Commission to preserve and link key parks and natural lands along the Grand River and thereby create the "Grand River Greenway" in Ottawa County;

WHEREAS, the Ottawa County Parks and Recreation Commission intends to connect the Grand River Greenway lands and riverfront communities on the south side of the Grand River by constructing a non-motorized pathway that will be called the "Grand River Explorers Trail";

WHEREAS, the Explorers Trail will directly connect to the Mercury Drive pathway and thereby provide access to neighborhoods and amenities in Grand Haven Township and the City of Grand Haven for trail users and significantly expand regional access for residents of and visitors to

Grand Haven Township;

WHEREAS, it is valuable and necessary to provide a consistent and inviting experience to users of the regional non-motorized pathway system, particularly for a single regional route that connects many communities and regional amenities;

WHEREAS, this consistent experience along the south side of the Grand River can best be achieved through a single trail identity and consistent wayfinding;

NOW THEREFORE BE IT RESOLVED that Grand Haven Charter Township agrees to designate the non-motorized pathway along Mercury Drive as part of the Grand River Explorers Trail;

BE IT FURTHER RESOLVED, that Grand Haven Charter Township will allow the Ottawa County Parks and Recreation Commission to install wayfinding signage and trail amenities along the Mercury Drive pathway where it is feasible, with review and approval by Township staff, and provided that the amenities are funded and maintained by the Ottawa County Parks and Recreation Commission or Ottawa County Parks Foundation.

AYES:

NAYS:

ABSENT AND NOT VOTING:

RESOLUTION DECLARED ADOPTED.

Dated: September 25, 2017

Laurie Larsen, Township Clerk

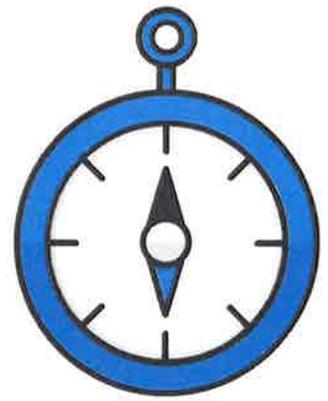
I, the undersigned, duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 25th day of September, 2017. I do further hereby certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available by said act.

Dated: September 25, 2017

Laurie Larsen, Township Clerk

HOFMA

ADVENTURE CHALLENGE



To expand the use of Hofma Park and to bridge the gap for the implementation of the Hofma Vision.



Purpose

Grand Haven Elementary STEM students will design 7 adventure challenges to engage the community with Hofma Park



Idea

7 signs with QR codes will be placed along the trails at Hofma Park. Each sign corresponds to a student designed challenge



Plan

Once installed, signs would not need to be updated or changed. QR Codes links could be updated yearly/as needed



Update

Take a picture with geocache box? Replacable geocache items/log book? Social Media Contest? Show picture, get a prize? Nothing?



Possible Outcomes

Physical Education/Wellness Component- additional signs for exercises/movement challenges

Outdoor Education- additional signs to highlight nature/environmental features

Student Art Displays- additional signs to highlight student art



Possible Extensions



Community Development Memo

DATE: September 14, 2017
TO: Township Board
FROM: Stacey Fedewa, Community Development Director
RE: PUD – Housing for the Elderly – Regency at Grand Haven

BACKGROUND

Unfortunately, staff realized the Notice of Posting of Proposed Ordinance was not published with the local paper as required. The notice has now been published in accordance with the law.

Moving forward, the Township is required to readopt the motion and report for the second reading, so the Notice of Ordinance Adoption can be published with the local paper in order for the rezoning to take effect.

Below is the motion to conditionally approve, and the requirement about a possible parking study for the phase 2 expansion has been incorporated into the report.

MOTION

Motion to conditionally approve the Regency at Grand Haven PUD application and rezoning of parcel 70-03-33-200-085 and part of 70-03-33-200-084 from Agricultural (AG) & Rural Residential (RR) to Planned Unit Development (PUD). This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. The motion is subject to, and incorporates the following report. **This is the second reading.**

REPORT

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following is the report of the Grand Haven Charter Township Board (the “Board”) concerning an application by Grand Haven Senior Leasing LLC (the “Developer”) for approval of a Regency at Grand Haven Planned Unit Development (the “Project” or the “PUD”).

The Project will consist of a Housing for the Elderly development. This 10.44-acre Project will consist of a one-story 120-bed state-licensed skilled nursing care facility for phase 1 and an additional 20-bed expansion for a future phase 2. The Project as recommended for approval is shown on a final site plan (the “Final Site Plan”), including landscaping (the “Final Landscape Plan”) and elevation renderings (the “Final Elevations”), last revised 7/31/2017; collectively referred to as the “Documentation,” presently on file with the Township.

The purpose of this report is to state the decision of the Board concerning the Project, the basis for the Board’s recommendation, and the Board’s decision that the Regency at Grand Haven PUD be approved as outlined in this motion. The Developer shall comply with all of the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Board makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Board finds as follows:
 - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.
 - B. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
 - C. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the Township.
 - D. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Board has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
 - E. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
 - F. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
 - G. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.
 - H. All streets and driveways are developed in accordance with the Ottawa County Road Commission (“OCRC”) specifications, as appropriate.
 - I. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate stormwater, prevent erosion and the formation of dust.

- J. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures to reduce light pollution and preserve the rural character of the Township.
 - K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
 - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
 - M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
 - N. As appropriate, fencing will be installed around the boundaries of the Project if deemed necessary by either the Township or the Developer to prevent trespassing or other adverse effects on adjacent lands.
 - O. The general purposes and spirit of the Zoning Ordinance and the Master Plan of the Township are maintained.
2. The Board finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
3. Section 17.01.5, and Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with sound planning principles. The Developer requested four departures. The Board makes the following findings.
- A. Section 19.07.28.E – allow a reduced front yard setback.
 - i. The Board finds this acceptable because it prevents a significant impact to a regulated wetland at the rear of the property that would otherwise be preserved as dedicated open space. Further, substantial landscaping has been included to reduce the visual mass of the building being closer to the public street.
 - B. Section 19.07.28.H – allow off-street parking within the front yard.
 - i. The Board finds this acceptable because the building and parking lot were moved closer to the public street in order to prevent a significant impact to a regulated wetland at the rear of the property that will otherwise be preserved as dedicated open space.
 - C. Section 24.02.2 – allow off-street parking within the required side yard.
 - i. The Board finds this acceptable because the Section 19.07.28.E establishes a 75-foot setback for nursing and convalescent homes. This setback would prevent parking in both side yards, and require parking in the rear, which would significantly impact a regulated wetland that will otherwise be preserved through the dedicated open space.
 - D. Section 24.03 – allow a total of 128 parking spaces.
 - i. The Board finds this acceptable because the majority of the facility will likely be dedicated to short-term rehabilitation rather than long-term nursing care. Utilizing a dual-use from the parking schedule (convalescent or nursing home at 30% and hospital at 70%) the proposed number of spaces is compliant.

4. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance.
 - A. The Project will encourage the use of land in accordance with its natural character and adaptability;
 - B. The Project will promote the conservation of natural features and resources;
 - C. The Project will promote innovation in land use planning and development;
 - D. The Project will promote the enhancement of housing and commercial employment for the residents of the Township;
 - E. The Project will promote greater compatibility of design and better use between neighboring properties;
 - F. The Project will promote more economical and efficient use of the land while providing a harmonious variety of housing choices and community facilities; and
 - G. The Project will promote the preservation of open space.
5. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
 - A. The Project meets the minimum size of five acres of contiguous land.
 - B. The PUD design substantially promotes the Intent and Objectives of Section 17.01 of the Zoning Ordinance; it further permits an improved layout of land uses and roadways that could not otherwise be achieved under normal zoning.
 - C. The Project contains distinct uses relating to the care of residents—short-term rehabilitation therapy, bariatric care, and long-term skilled nursing care.
 - D. The Project site exhibits significant natural features encompassing more than 25% of the land area, which will be preserved as a result of the PUD plan and includes regulated wetlands.
 - E. The Project site has distinct physical characteristics which makes compliances with the strict requirements of the Zoning Ordinance impractical.
6. The Board also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.
 - A. The stormwater management system for the Project and the drainage facilities will properly accommodate stormwater on the site, will prevent runoff to adjacent properties, and are consistent with the Township's groundwater protection strategies.
 - B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
 - C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
 - D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
 - E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
 - F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).

- G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
- H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.
- I. Architectural design features visually screen the mechanical and service areas from adjacent properties, public roadways, and other public areas.
- J. The exterior walls greater than 50 feet in horizontal length or that can be viewed from a public street contain a combination of architectural features, variety of building materials, and landscaping near the walls.
- K. Onsite landscaping abuts the walls so the vegetation combined with architectural features significantly reduce the visual impact of the building mass when viewed from the street.
- L. The predominant building materials have been found to be those characteristic of the Township such as brick, native stone, and glass products.
- M. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
- N. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
- O. The Project will not unduly interfere with the provision of adequate light or air; nor will it overcrowd land or cause an unreasonably severe concentration of population.
- P. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.
- Q. Outside storage of materials shall be screened from view.
- R. Signage is compliant with Section 24.13 of the Zoning Ordinance.
- S. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
- T. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.
- U. A maximum of one driveway or street opening per existing public street frontage has been permitted, with a second driveway being permitted because it adjoins an adjacent development allowing shared access with another use.
- V. The Project provides adequate accessibility for residential development with more than 24 dwelling units.
- W. The Project satisfies the minimum open space of 20 percent required by the Zoning Ordinance.
- X. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.
- Y. The open space in the Project consists of contiguous land area which is restricted to non-development uses.
- Z. The open space in the Project will remain under common ownership or control.
- AA. The open space in the Project is set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.

- BB. The Project abuts a multiple family residential PUD district and a woodland and landscaped greenbelt will provide a sufficient obscuring effect and act as a transitional area.
 - CC. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.
7. The Board also finds the Project shall comply with the below additional conditions as well.
- A. That the Phase 2 expansion is subject to complying with additional full parking review that will determine if parking is sufficient, or if additional parking is required; and, if more parking is required, whether additional parking can occur either within the current boundaries or outside of the current boundaries of the Planned Unit Development.
 - B. Must obtain permits from all applicable agencies including the OCRC, Ottawa County Water Resources Commissioner, State of Michigan etc. Permits shall be obtained before building permits are issued.
 - C. The Developer shall enter into a PUD Contract with the Township, which will be drafted by the Township Attorney and approved by the Township Board prior to receiving a building permit.
 - D. A revised Open Space Conveyance shall be submitted and approved by the Township Attorney prior to the issuance of a building permit.
 - E. Any violation of the conditions constitutes a violation of the Zoning Ordinance, and in addition to the remedies provided therein, shall be cause for the Township Board to suspend or revoke any zoning or building permit applicable to the Project.
 - F. The right is reserved by the Township to impose additional conditions if reasonably necessary to achieve the purposes of the Zoning Ordinance.
 - G. The PUD approval is personal to the Developer and shall not be transferred by the Developer to a third party without the prior written consent of the Township.
 - H. Except as expressly modified, revised or altered by these conditions the Project shall be acquired, developed, and completed in conformance with the Zoning Ordinance, as amended, and all other applicable Township ordinances.
 - I. This approval is also conditioned upon the Developer meeting all applicable Federal, State, County and Township laws, rules and ordinances.
 - J. The Developer shall comply with all of the requirements of the Documentation, specifically including all of the notes contained thereon, and all of the representations made in the written submissions by the Developer to the Township for consideration of the Project.
 - K. In the event of a conflict between the Documentation and these conditions, these conditions shall control.
8. The Board finds that the Project complies with the uses permitted for a residential planned unit development, as described in Section 17.07.2.A of the Zoning Ordinance—Housing for the elderly.



Community Development Memo

DATE: September 14, 2017

TO: Township Board

FROM: Stacey Fedewa, Community Development Director

RE: Zoning Text Amendment Ordinance – Special Land Use Chapter

BACKGROUND

On July 17th the Planning Commission tabled a Special Land Use application because it could not comply with the required access management standards. Unfortunately, the primary standard in question would prevent this land use from ever locating on the site because of its proximity to another street. The discussion evolved, and ultimately staff was directed to review all the access management standards in the SLU Chapter and report the findings to the Commission at the next meeting.

On August 7th the Planning Commission reviewed the findings, and it became evident the subject was larger than expected. The Commission directed the Zoning Ordinance Update Committee to improve the access management standards in the zoning ordinance.

However, because there is an application (*which has been tabled pending the outcome of the text amendment*) that needs the improved access management standards the Planning Commission directed staff to draft a text amendment that would allow the Commission to relax access management requirements in certain circumstances.

The Planning Commission believes this is the best interim solution to provide the Commission with the latitude it needs to address any other counterintuitive access management standards that may arise before the new zoning ordinance is adopted in 2018.

Lastly, there were two extraneous items that need to be corrected, and doing so now is an opportune time.

On September 11th the Board held a first reading, and directed staff to amend the language to use the term “departure” instead of “relax.” Said language has been amended, and provided herein.

AMENDMENT SUMMARY

1. The ability to relax the access management requirements (*only for properties with an existing building*) is proposed to be added to the Standards for Special Land Uses, which are included with the report of findings.
2. Group Day Care Homes – the infrastructure requirement should be removed because the State of Michigan does not have that requirement, and this land use is specifically defined in the Michigan Zoning Enabling Act. Local governments are preempted from attaching additional special land use requirements.
3. Public or Private Campgrounds – the statement about prohibiting recreational units is proposed to be removed. The definition of recreational units includes tents and campers, and obviously, those units are intended to be located within this use.

SAMPLE MOTIONS

If the Township Board supports the proposed text amendment, the following motion can be offered:

Motion to approve the Zoning Text Amendment Ordinance with draft date 9/12/17 to revise the Special Land Use Chapter in the Grand Haven Charter Township Zoning Ordinance. **This is the second reading.**

If the Township Board opposes the proposed text amendment, the following motion can be offered:

Motion to deny the Zoning Text Amendment Ordinance to revise the Special Land Use Chapter.

If the Township Board does not have enough information to make a determination, the following motion can be offered:

Motion to table the Zoning Text Amendment Ordinance, and direct staff to make the following revisions:

1. *List the revisions.*

Please contact me if this raises questions.

ORDINANCE NO. ____

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, CONCERNING ACCESS MANAGEMENT STANDARDS AND STANDARDS IN THE SPECIAL LAND USE CHAPTER, AND BY PROVIDING FOR AN EFFECTIVE DATE.

GRAND HAVEN CHARTER TOWNSHIP, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Standards for Special Land Uses. Section 19.05.7 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows (the rest of Section 19.03 as currently stated shall remain in its entirety).

- 7. A. The proposed use shall be such that traffic to, from, and on the premises and the assembly of persons relating to such use will not be hazardous, or inconvenient to the neighborhood, nor unduly conflict with the normal traffic of the neighborhood, considering, among other things: safe and convenient routes for pedestrian traffic, particularly of children, the relationship of the proposed use to main thoroughfares and to streets and intersections, and, the general character and intensity of the existing and potential development of the neighborhood.
- B. The Planning Commission may, when considering an application for a special land use which includes an existing building, agree to grant a departure from access management requirements in this Ordinance if the Planning Commission finds that the standards in subsection A above can be met even if the departure is granted.

Section 2. Special Land Uses – Group Day Care Homes. Section 19.07.15.G shall be removed in its entirety from the Grand Haven Charter Township Zoning Ordinance (the rest of Section 19.07.15 as currently stated shall remain in its entirety). The removed Section 19.07.15.G previously stated:

- G. The use shall be supported by certain infrastructure features, including paved roads, natural gas, and municipal water and, if available, sanitary sewer.

Section 3. Special Land Uses – Public or Private Campgrounds. Section 19.07.33.E shall be removed in its entirety from the Grand Haven Charter Township Zoning Ordinance (the rest of Section 19.07.33 shall remain in its entirety). The removed Section 19.07.33.E previously stated:

E. Recreational units are not permitted in the campground.

Section 4. Effective Date. This amendment to the Grand Haven Charter Township Zoning Ordinance was approved and adopted by the Township Board of Grand Haven Charter Township, Ottawa County, Michigan on September 25, 2017, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on September 11, 2017, and after posting and publication following such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on October 6, 2017, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Text Amendment Ordinance in the *Grand Haven Tribune*, as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

Mark Reenders,
Township Supervisor

Laurie Larsen,
Township Clerk

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Grand Haven Charter Township Zoning Text Amendment Ordinance was adopted at a regular meeting of the Township Board held on September 25, 2017. The following members of the Township Board were present at that meeting: _____. The following members of the Township Board were absent: _____. The Ordinance was adopted by the Township Board with members of the Board _____ voting in favor and _____ members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the *Grand Haven Tribune* on September 28, 2017.

Laurie Larsen, Clerk
Grand Haven Charter Township



SUPERINTENDENT'S MEMO

DATE: September 18, 2017

TO: Township Board

FROM: Cargo

SUBJECT: Agreement – Dickinson Wright Legal Services

Attached, please find a simple agreement with Dickinson Wright for legal services. This agreement can be cancelled at any time – with or without cause.

As you are aware, state law authorizes the Township Board to employ an attorney (*or legal firm*) to represent the Township in civil matters and to prosecute violations of ordinances.

Further, to adequately represent the Township, any law firm hired by the Board should be kept apprised of all Township activities and consulted before any major action is initiated. It is much less expensive for the Township to avoid legal difficulties than it is to correct a legal problem regarding a decision or operational activity.

Attorney Bultje has been the Township's attorney since 1997 – or two decades – and is very familiar with Township operations and history. The agreement maintains the current hourly rate of \$130 per hour (*a rate that has been used since March of 2016*). This rate will be maintained for a minimum of 15 months.

Dickinson Wright is a law firm with about 450 attorneys (*including 20 that specialize in municipal law and numerous others that act as special counsel or bond attorneys for locals*). Currently, Dickinson Wright represents about 40 local units in Michigan.

Assuming the legal services agreement is approved, per the direction of the Township Board, a review of the legal services provided by Dickinson Wright will be provided at the **April 9, 2018 Board meeting**.

To move forward with this legal services agreement, the Township Board may offer the following motion:

Move to authorize the Township Superintendent to execute the proposed legal

services agreement with Dickinson Wright at a rate of \$130 per hour and to complete a review of the legal services provided and report back to the Board at the April 9, 2018 Board meeting.

If you have any questions or comments, please contact Cargo at your convenience.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (the "Agreement") is between Grand Haven Charter Township, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan 49417 (the "Township"), and Dickinson Wright PLLC, a professional limited liability company, whose address is 200 Ottawa Avenue, N.W., Suite 1000, Grand Rapids, Michigan 49503 (the "Firm").

WHEREAS, the Township wishes to continue to retain the Firm's legal services; and

WHEREAS, the Firm wishes to provide legal services to the Township;

THE PARTIES agree as follows.

1. The Firm will provide the Township with General Legal Counsel Services, as described in Appendix A, at the hourly rate of \$130.00. This rate shall not be increased before January 1, 2019. Any specialized services in excess of this rate shall be subject to the joint agreement of the Township and the Firm.

2. Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

3. This Agreement shall be effective immediately, and it may be terminated at any time by either party.

Authorized representatives of the parties have approved and executed this Agreement as of the dates set forth below.

GRAND HAVEN CHARTER TOWNSHIP DICKINSON WRIGHT, PLLC

By: _____
William D. Cargo, Superintendent

By: _____
Ronald A. Bultje

Dated: September 25, 2017

Dated: _____, 2017

APPENDIX A (to Agreement for Legal Services)

General Legal Counsel Services: The Firm shall provide "General Legal Counsel Services" which shall include all of the following:

- a. Prepare for and attend regular Township Board, Planning Commission, and Zoning Board of Appeals meetings, as requested;
- b. Follow-up from all meetings attended as requested;
- c. Prepare legal opinions on issues as they arise during the business of the Township when requested;
- d. Review or prepare ordinances, resolutions, agreements, contracts, and other documents and reports requested by the Township Board or the Superintendent;
- e. Meet with staff, as deemed necessary by the Superintendent, to respond to legal inquiries;
- f. Be available by telephone or in person to act as legal advisor to the Township Board or Superintendent, when necessary and appropriate;
- g. Prosecute violations of Township ordinances;
- h. Review or prepare all documents for the purchase or sale of real and personal property;
- i. Review or prepare resolutions and other documents for special assessments;
- j. Consult with the Superintendent, as needed, in personnel matters;
- k. Assist the Assessor, as necessary, including the review of land divisions and prosecution or defense of cases before the Michigan Tax Tribunal;
- l. Prepare for and represent the Township in all matters of annexation;
- m. Review and provide consultation to the Township on various insurance matters, as directed by the Superintendent;
- n. Represent the Township in matters related to environmental regulations;
- o. Advise and monitor with regard to Outside Counsel as requested ("Outside Counsel" is defined as a specialist retained by the Firm, or Township, or one retained by an insurance company to defend the Township pursuant to an insurance agreement); and
- p. Perform all other legal services as deemed necessary or expedient by the Township Board or Superintendent.



Manager's Memo

DATE: September 20, 2017
TO: Township Board
FROM: Cargo
RE: Payment Options for Hiawatha Drain Assessment

As you may recall, the construction contract for the Hiawatha Drain project has been awarded and the estimated cost of this new drainage district is about **\$1,034,000**.

The portion of this cost assessed to Grand Haven Charter Township is **\$170,739** – or about **16.51%** of the total.

There are two basic options available for the Township to pay this assessment. The first option is to pay the entire amount assessed from the undesignated fund balance of the General Fund. This option would reduce↓ the estimated undesignated fund balance to about **\$1.58 million**. (*This is slightly below↓ the minimum projected undesignated fund balance of \$1.6 million that the Township tries to retain.*)

The second option is to allow Ottawa County to execute a twenty-year loan agreement with a bank at an interest rate of about 4% and pay the \$170,739 drain assessment through annual payments to Ottawa County. The interest cost over the 20-year period would be about **\$61,442** – which would mean that the total principal and interest payments would total about **\$232,181** (*or about 36% higher↑ than the principal.*) (*See attached Payment Schedule.*)

If the Board wants to use Option #2 and pay the drain assessment through installments, no action is necessary. But, if the Board wants to pay the \$170,739 entire drain assessment using undesignated fund balance monies from the General Fund, the following motion can be offered:

Authorize staff to pay the \$170,739 Hiawatha Drain assessment prior to September 30th using monies from the undesignated fund balance of the General Fund and to draft the necessary budget amendment.

If there are any questions or comments, please contact me prior to the Board meeting.

Remaining Installments Payment Schedule

Parcel: 16
Project: HIAWATHA HIAWATHA

Year	Begin Bal.	Principal	Interest	Total	Outstanding	YE Done
2017	\$170,739.00	\$8,536.95	\$1,333.91	\$9,870.86	\$162,202.05	No
2018	\$162,202.05	\$8,536.95	\$6,006.91	\$14,543.86	\$153,665.10	No
2019	\$153,665.10	\$8,536.95	\$5,690.76	\$14,227.71	\$145,128.15	No
2020	\$145,128.15	\$8,536.95	\$5,389.33	\$13,926.28	\$136,591.20	No
2021	\$136,591.20	\$8,536.95	\$5,058.45	\$13,595.40	\$128,054.25	No
2022	\$128,054.25	\$8,536.95	\$4,742.30	\$13,279.25	\$119,517.30	No
2023	\$119,517.30	\$8,536.95	\$4,426.15	\$12,963.10	\$110,980.35	No
2024	\$110,980.35	\$8,536.95	\$4,121.25	\$12,658.20	\$102,443.40	No
2025	\$102,443.40	\$8,536.95	\$3,793.84	\$12,330.79	\$93,906.45	No
2026	\$93,906.45	\$8,536.95	\$3,477.69	\$12,014.64	\$85,369.50	No
2027	\$85,369.50	\$8,536.95	\$3,161.53	\$11,698.48	\$76,832.55	No
2028	\$76,832.55	\$8,536.95	\$2,853.18	\$11,390.13	\$68,295.60	No
2029	\$68,295.60	\$8,536.95	\$2,529.23	\$11,066.18	\$59,758.65	No
2030	\$59,758.65	\$8,536.95	\$2,213.07	\$10,750.02	\$51,221.70	No
2031	\$51,221.70	\$8,536.95	\$1,896.92	\$10,433.87	\$42,684.75	No
2032	\$42,684.75	\$8,536.95	\$1,585.10	\$10,122.05	\$34,147.80	No
2033	\$34,147.80	\$8,536.95	\$1,264.61	\$9,801.56	\$25,610.85	No
2034	\$25,610.85	\$8,536.95	\$948.46	\$9,485.41	\$17,073.90	No
2035	\$17,073.90	\$8,536.95	\$632.31	\$9,169.26	\$8,536.95	No
2036	\$8,536.95	\$8,536.95	\$317.02	\$8,853.97	\$0.00	No
Total:		\$170,739.00	\$61,442.02	\$232,181.02		



**PUBLIC SERVICES DEPARTMENT
END OF THE MONTH REPORT
2017**

WATER

MONTH	WORK ORDERS	METER INSTALLS		REPLACED METERS	REPLACED MXU'S	NEW TAPS		MAIN INSTALLED IN FEET	MILLION GALLONS OF MAINS	MILLION GALLONS OF SUPPLEMENTAL WATER	G.R. WATER
		3/4"	1"			3/4"	1"				
JANUARY	241	3	5	6	155	7	5	0	33.36	1.16	0.00
FEBRUARY	231	3	5	6	155	3	1	0	28.53	1.18	0.00
MARCH	339	4	3	1	197	1	2	0	27.96	1.70	0.00
APRIL	340	2	2	9	268	1	5	500	32.40	1.59	0.00
MAY	188	4	3	3	80	5	4	0	76.10	5.29	0.00
JUNE	172	6	4	9	73	2	3	1245	97.39	5.26	0.00
JULY	316	1	3	5	228	2	0	0	91.71	4.38	0.00
AUGUST	166	9	2	16	56	8	5	0	108.75	6.15	0.00
SEPTEMBER								0	0.00	0.00	0.00
OCTOBER								0	0.00	0.00	0.00
NOVEMBER								0	0.00	0.00	0.00
DECEMBER								0	0.00	0.00	0.00
TOTAL YTD	1993	32	27	55	1212	29	25	1745	496.19	26.71	0.00
TOTALS		59				54	5265		522.90	26.71	

NOTES:

1 1/2" meter installed at 14820 Piper Lane	2" meter installed at 16824 Piper Lake Circle
2" meter installed at 14834 Piper Lane	1 1/2" meter installed at 16862 Piper Lakes Circle
2" meter installed at 14835 Piper Lane	2" meter installed at 16862 Piper Lakes Circle
2" meter installed at 15002 Madeline Court	2" meter installed at 15002 Madeline Court
2" meter installed at 15060 Tess Court	2" meter installed 15100 Whittaker Way
2" meter installed at 16808 Piper Lakes	3" meter installed 15100 Whittaker Way

WASTEWATER

MONTH	WORK ORDERS	NEW TAPS	MAIN INSTALLED IN FEET	MILLION GALLONS OF WASTE PUMPED
JANUARY	11	0	0	8.13
FEBRUARY	1	1	0	9.64
MARCH	4	3	0	7.55
APRIL	2	0	0	8.21
MAY	0	2	0	9.73
JUNE	1	2	0	8.21
JULY	1	4	0	11.89
AUGUST	6	3	0	9.99
SEPTEMBER			0	0.00
OCTOBER			0	0.00
NOVEMBER			0	0.00
DECEMBER			0	0.00
TOTAL YTD	26	15	0	73.34
TOTALS		825		

NOTES: