

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, NOVEMBER 27, 2017

WORK SESSION – 6:30 P.M. – (Note the later start time.)

1. Discuss Establishing an E-Commerce Exchange Zone at Township Office Parking Lot
2. Discussion of Act 425 Agreement – Robbins Road Re-Development

REGULAR MEETING – 7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. INTRODUCTION
Deputy Jacob MacKeller (New Township COPS Officer)
- V. APPROVAL OF MEETING AGENDA
- VI. CONSENT AGENDA
 1. Approve November 13, 2017 Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$136,408.31 (*A/P checks of \$41,543.87 and payroll of \$94,864.44*)
 3. Approve Easements from Health Pointe Easements for Future Access
- VII. OLD BUSINESS
 1. Second Reading - R-4 to R-1 Rezoning- DeGroot
 2. Approved Amendment to Ambulance Agreement
- VIII. NEW BUSINESS
 1. First Reading – Zoning Text Amendment Ordinance – Motor Vehicle Repair Garage
- IX. REPORTS AND CORRESPONDENCE
 1. Committee Reports
 2. Manager’s Report
 3. 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, NOVEMBER 13, 2017**

WORKSESSION – 6:30 p.m.

1. The Board discussed compensation for elected officials. The Board requested that Manager Cargo adjust the compensation resolutions to match the average salaries as determined by a survey of similar communities with part-time elected officials, which indicated the following:
 - a. Supervisor - \$19,125
 - b. Clerk - \$20,440
 - c. Treasurer - \$14,200
 - d. Trustees - \$ 4,400

2. The Board discussed a possible Act 425 agreement for the Robbin Road redevelopment parcel. Because all of the services needed for the development are provided by the Township and because of a possible constitutional issue regarding differing tax rates if the property remains with the Township, the Board postponed further discussion until Attorney Bultje responds.

3. The Board discussed the Annual Appreciation Dinner. Because the Supervisor will not be able to attend, the Board selected Trustee Behm to provide the invocation. Supervisor Reenders had previously spoken with Trustee Redick – who agreed to host the event – with which the Board concurred.

REGULAR MEETING

I. CALL TO ORDER

Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:03 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

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

Board members absent: Redick

Also present was Manager Cargo and Community Development Director Fedewa.

IV. APPROVAL OF MEETING AGENDA

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

V. APPROVAL OF CONSENT AGENDA

1. Approve October 23, 2017 Regular Board Minutes
2. Approve October 30, 2017 Special Board Minutes

3. Approve Payment of Invoices in the amount of \$1,026,401.38 (*A/P checks of \$818,591.06 and payroll of \$207,810.32*)
4. Approve Change Order with Cardno for Treatments at Witteveen Farm for Woody Invasive Plants (\$8,800)

Motion by Trustee Gignac and seconded by Treasurer Kieft to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. PUBLIC HEARINGS

A. Supervisor Reenders opened the 2017 Special Assessment Public Hearings at 7:04 p.m. on the following special assessment rolls:

- i. FY2018 Special Assessment Police Services Roll
- ii. FY2018 Special Assessment Sewer Roll
- iii. FY2018 Special Assessment Storm Drain Roll
- iv. FY2018 Special Assessment Delinquent Water and Sewer Payments
- v. FY2018 Special Assessments Street Lighting Roll
- vi. FY2018 Special Assessments Street Paving Roll

Superintendent Cargo provided an overview of the proposed 2018 special assessments noting that the notice for the rolls had been provided in the Grand Haven Tribune of Friday, November 3rd and that copies of the rolls had been placed in the Township lobby for public review.

There being no further comments, Supervisor Reenders closed the public hearing at 7:06 p.m.

B. Supervisor Reenders opened the “Truth in Budgeting” Public Hearings at 7:06 p.m.

Superintendent Cargo provided an overview of the proposed \$12.82 million budget for FY2018 noting that the notice for the budget hearing had been provided in the Grand Haven Tribune of Friday, November 3rd and that a copy of the budget had been placed in the Township lobby and on the Township website for public review.

There being no further comments, Supervisor Reenders closed the public hearing at 7:08 p.m.

VII. OLD BUSINESS

1. **Motion** by Treasurer Kieft supported by Trustee Gignac to approve and adopt Resolution 17-11-01 approving the special assessment roll for police services in the amount of \$397,547.34 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

2. **Motion** by Clerk Larsen supported by Trustee Meeusen to approve and adopt Resolution 17-11-02 approving the special assessment roll for sewer services in the

amount of \$35,136.30 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

3. **Motion** by Trustee Gignac supported by Clerk Larsen to approve and adopt Resolution 17-11-03 approving the special assessment roll for storm sewer districts in the amount of \$75,266.17 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

4. **Motion** by Treasurer Kieft supported by Clerk Larsen to approve and adopt Resolution 17-11-04 approving the special assessment roll for delinquent utility bills in the amount of \$2,353.38 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

5. **Motion** by Clerk Larsen supported by Trustee Gignac to approve and adopt Resolution 17-11-05 approving the special assessment roll for street lighting in the amount of \$110,013.00 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

6. **Motion** by Trustee Gignac supported by Trustee Meeusen to approve and adopt Resolution 17-11-06 approving the special assessment roll for road paving in the amount of \$6,003.24 for the 2018 calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

7. **Motion** by Trustee Meeusen supported by Clerk Larsen to approve and adopt Resolution 17-11-07 approving the Supervisor's salary in the amount of \$19,125. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

8. **Motion** by Trustee Meeusen supported by Treasurer Kieft to approve and adopt Resolution 17-11-08 approving Clerk's salary in the amount of \$20,440. **Which**

motion carried pursuant to the following roll call vote:

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

Nays:

Absent: Redick

9. **Motion** by Trustee Gignac supported by Clerk Larsen to approve and adopt Resolution 17-11-09 approving the Treasurer's salary in the amount of \$14,200. **Which motion carried** pursuant to the following roll call vote:

Ayes: Larsen, Gignac, Meeusen, Behm, Reenders

Nays: Kieft

Absent: Redick

10. **Motion** by Treasurer Kieft supported by Clerk Larsen to approve and adopt Resolution 17-11-10 approving the salary for Trustees in the amount of \$4,400.calendar year. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

11. **Motion** by Clerk Larsen supported by Trustee Gignac to approve and adopt Resolution 17-11-11 approving the Fiscal Year 2018 Grand Haven Charter Township budget. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

VIII. NEW BUSINESS

1. **Motion** by Trustee Gignac supported by Clerk Larsen to present and postpone the Zoning Map Amendment Ordinance concerning the rezoning of 17477 Serenity Court from Multiple Family (R-4) to Single Family (R-1). Further action will be postponed until November 27th when the zoning map amendment ordinance will be considered for adoption and approval. This is a first reading. **Which motion carried.**

2. **Motion** by Trustee Gignac supported by Trustee Meeusen to approve and adopt Resolution 17-11-12 the policy regarding the reimbursement of Fire/Rescue staff for paramedic training expenses. **Which motion carried** pursuant to the following roll call vote:

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

Nays:

Absent: Redick

IX. REPORTS AND CORESPONDENCE

- a. Committee Reports
- b. Manager's Report, which included:
 - i. October Building Report
 - ii. October Ordinance Enforcement Report
 - iii. October Public Services Report

- c. Manager Cargo noted that the November 27th Board meeting packets will be sent on Tuesday, November 21st due to the Thanksgiving holiday. That meeting is expected to have a light agenda.

X. PUBLIC COMMENTS

None.

XI. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Behm to adjourn the meeting at 7:23 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor

SUPERINTENDENT'S MEMO

DATE: November 20, 2017
TO: Township Board
FROM: Bill
SUBJECT: E-Commerce Exchange Zone

Attached, please review an article from the November Michigan Townships Association magazine regarding the establishment of “safe” **E-commerce Exchange Zones**.

As you may recall, Trustee Meeusen recommended that the Township consider establishing an **E-commerce Exchange Zone** similar to that was completed by both Delta Charter Township and Redford Charter Township.

In brief, if instructed by the Board, staff would select a few parking spaces within the lot between the Fire/Rescue Building and the Administrative Building for the **E-commerce Exchange Zone** where area residents could meet to do business (*i.e., sell or purchase goods and materials from on-line websites – such as Craig’s List*). This is an area that Sheriff deputies and City police officers frequent, where Sheriff vehicles are stored, and is an area that could be readily monitored vis-à-vis an additional security camera. Taken together – it would create an area where people would feel “safer” as they complete sales of on-line goods.

Costs for the establishment of an **E-commerce Exchange Zone** would include signage, and installation of a high definition video camera that could be connected to the Township current video recording system to monitor and record activities within the **E-commerce Exchange Zone**. Preliminary cost estimates are less than \$5,000.

At this stage, staff are seeking direction as to whether we should proceed with finalizing cost estimates to implement an **E-commerce Exchange Zone**.

If you have any questions prior to the meeting, please let me know.



Township ‘exchange zones’ help keep e-commerce transactions safe

When Redford Charter Township (Wayne Co.) residents buy or sell on Craigslist or the Facebook Marketplace, they don’t meet up with strangers at a gas station or invite them to their homes. They have a better option—the place everyone just refers to as “the exchange.”

This designated safe zone consists of two spaces in the township hall parking lot, marked by signs that read “Internet Purchase Exchange Location.” It’s simple, but it’s enough. With security cameras rolling, and the police station nearby, residents and out-of-towners alike feel safer knowing that when they do business with a stranger, someone is watching.

Supervisor **Tracey Schultz Kobylarz** sees people using the parking spaces on a daily basis. To her, the safe zone is just common sense.

“It isn’t anything extraordinary, it’s just something simple we can do to help our residents,” she said. “It makes me really happy to know that we did something that makes our people safer. That is our role, to make their lives safer.”

Redford Charter Township is one of many local units of government taking a needed step to make their residents safer by creating safe havens for buying from or selling to strangers off the internet. While buying and selling products online has become increasingly popular, more people are wary of agreeing to meet a stranger. And for good reason—in the past several years, reports of violent crimes resulting from these meet-ups have become an all-too-common tale.

Call it a safe zone, call it an internet purchase exchange location—whatever title you choose, the basic premise is the

same. Local units choose an area that’s well-lit and highly traveled, preferably where there’s surveillance already in place. Many police stations and township halls have cameras in their parking lots, making them a perfect place to set up an exchange. In most cases, your only cost is purchasing signs.

Once the signs are in place, the township’s main role is simply to spread the word through any means it has—social media, the township website, board meetings or newsletters. Chances are, the safe zone will catch on quickly. Schultz Kobylarz sees a comment about the exchange almost every time someone in her community posts an item online for sale.

Delta Charter Township (Eaton Co.) created its safe zone last year in a parking lot in front of a police substation. With the cameras in place, and deputies frequently coming and going, residents and people passing through on the interstate feel safe meeting strangers there, even at night.

“I think every community with a location that makes sense should offer it as a service,” Supervisor **Ken Fletcher** said. “E-commerce will only continue to grow. Creating a safe zone is better than responding to a situation where people meet up and something bad happens. It’s a good, safe place and it could even help reduce the amount of police calls.”

SUPERINTENDENT'S MEMO

DATE: November 20, 2017

TO: Township Board

FROM: Bill

SUBJECT: Discussions Regarding Act 425 Agreement

As you are aware, the former Vandenberg property along Robbins Road is slated for re-development. Unfortunately, the property contains parcels that are both within the City of Grand Haven and the Township. (*See attached aerial map.*) This will complicate both the zoning approval process and construction code compliance for the developer.

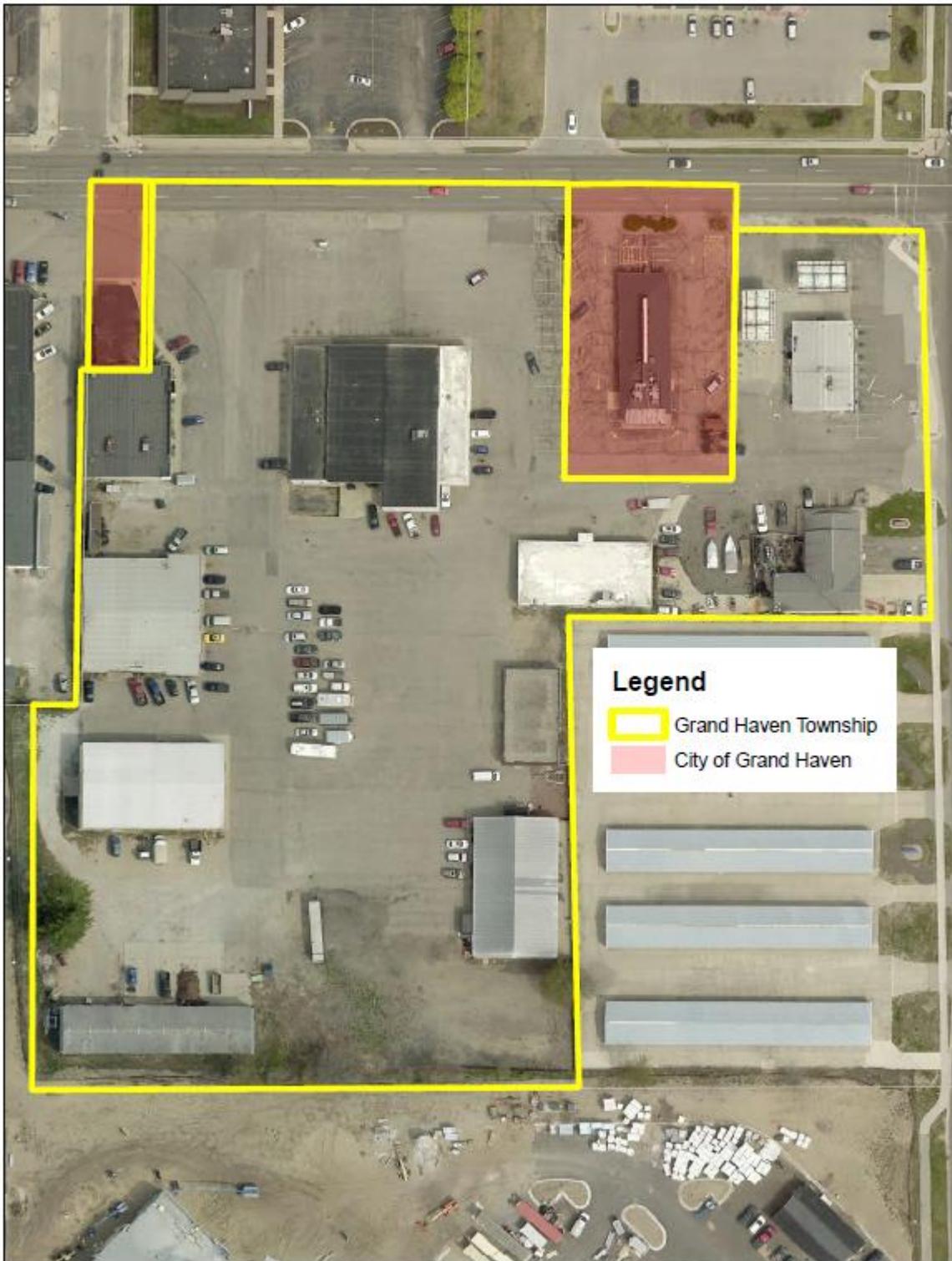
After discussing the matter with their attorney (*i.e., Keith Walker with McShane & Bowie*), the developer requested that the City and Township consider an Act 425 Agreement – which will allow the City and Township to conditionally transfer property from one jurisdiction to the other, for a period of not more than 50 years, for the purpose of an “economic development project.”

Before continuing with this request to draft an Act 425 agreement, staff want authorization from the Board to enter into formal negotiations with the City.

In this instance, the terms of the 425 Agreement would be fairly simple – especially considering that the Township already provides all needed utilities (*e.g., municipal water and sewer*) for this property. More specifically, an Act 425 agreement for this development would – in broad terms:

- ✓ Conditionally transfer the City land to the Township.
- ✓ Allow for the Township’s Zoning and Master Plan to be applied to the property. (*The Township would approve/enforce zoning; but, would authorize the City Planning Commission review and also approve any zoning applications.*)
- ✓ All services (*e.g., water, sewer, assessing, tax collection, building code enforcement, etc.*) would be provided by the Township, except for police services, which would be provided by the City. (*The property would remain within a joint response area for purposes of Fire/Rescue.*)
- ✓ The City’s millage rate would be applied to the property and provided to the City; but, the Township’s millage rate would be subtracted from the total (*less Headlee and Proposal A*) and retained by the Township.
- ✓ The term would be for the maximum length allowed under the Act.

- ✓ The separate parcels would be joined into a single parcel.



A concern was raised regarding whether there would be any constitutional difficulties with regard to the different taxation rate on this property – if an Act 425 agreement is approved – when compared to the other Township properties (*i.e., uniformity of taxation*). In response to this

concern, Attorney Bultje provided the following analysis:

Bill:

I have given further thought to the question of uniform taxation with regard to the proposed Act 425 agreement between Grand Haven Charter Township and the City of Grand Haven concerning property in the Robbins Road area.

Both property in the City and property in the Township will be covered by the agreement. The property covered by the agreement will be provided police services by the City; will be provided with infrastructure by the Township; will be subject to the Township's zoning ordinance and master plan but with the review and comment of the City (*and with the City having effective "veto" power regarding access from Robbins Road and regarding the possible overburdening of Robbins Road*); and will be taxed at the City millage rate.

In my opinion, this does not violate the uniformity of taxation requirement. The 425 property will be taxed at a higher rate than Township property. That is true. But that is not the operative comparison. Because the agreement will provide that the 425 property is transferred to the Township for some purposes and to the City for other purposes, and because for taxation purposes the property will be transferred to the City, the operative comparison for the taxation of the 425 property is to other City property rather than other Township property. The 425 property will be taxed at the same rate as other City property and thus will not violate the uniformity of taxation principle.

Finally, even if the tax is collected by the Township rather than by the City, that does not change my opinion that the uniformity of taxation principle is not violated. Under Michigan law, the City and the Township may enter into an intergovernmental contract which allows one of them to perform a function which could be performed by the other one of them. Per the proposed 425 agreement, the Township agrees to perform the duty of collecting taxes, and that is not an invalid or improper assumption of duties by the Township.

For all of the above reasons, I do not find that the proposed 425 agreement as currently contemplated violates the uniformity of taxation principle. Please advise if this raises further questions or comments. Thank you for the opportunity to review this matter.

Ronald A. Bultje

Again, staff are seeking authorization to negotiate with the City regarding an Act 425 agreement.

If you have any questions prior to the meeting, please let me know.



GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: November 20, 2017
TO: Township Board
FROM: Stacey Fedewa, Community Development Director
RE: Health Pointe PUD – Approve Easement Language

BACKGROUND

One of the conditions of approval for the Health Pointe PUD was the granting of two access easements to the Township:

1. To guarantee an internal access driveway for the redevelopment of the 7-acre property on Robbins Road; and
2. If Whittaker Way is to be realigned in the future, this easement would allow the Township to utilize a section of the property for the roadway.

Specifically, the condition of approval states:

Developer shall agree to an access easement to the Township for the purpose of realigning the north end of Whittaker Way directly with DeSpelder Street pursuant to the Robbins Road Sub-Area Plan, and an additional internal access easement for connection to the adjacent parcel at the corner of Robbins Road and 172nd Avenue. The Developer shall preliminarily identify the easement areas on the Final Site Plan, and the easements shall be drafted by the Township Attorney and approved by the Township Board prior to the issuance of certificates of occupancy.

The Township Attorney has since drafted the easements, and needs the language approved by the Township Board prior to their execution and recording with the Register of Deeds.

SAMPLE MOTION

Motion to approve the proposed language in the two Health Pointe access easements and authorize their execution and recording.

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT is made this ____ day of _____, 2017, by HEALTH POINTE, a Michigan nonprofit corporation whose address is 100 Michigan Street NE, Grand Rapids, Michigan 49503 (“**Health Pointe**”).

RECITALS

A. Health Pointe is the owner of real estate in Grand Haven Charter Township described on **Exhibit A** (“**Health Pointe Property**”) which is subject to a Planned Unit Development Amendment (“**PUD Amendment**”) adopted by the Township Board on March 28, 2016, and memorialized in the Health Pointe PUD Contract (“**PUD Contract**”) recorded May 31, 2016 as instrument number 2016-0018784 in the Ottawa County, Michigan public records.

B. The PUD Amendment at Section 15.O and the PUD Contract at Section 2.O include the following provision: “[Health Pointe] shall agree to ... an additional internal access easement for connection to the adjacent parcel at the corner of Robbins Road and 172nd Avenue. Health Pointe shall preliminarily identify the easement area[] on the Final Site Plan and the easement[] shall be drafted by the Township Attorney and approved by the Township Board prior to the issuance of certificates of occupancy.” The adjacent parcel at the corner of Robbins Road and 172nd Avenue is described on **Exhibit B** (“**Adjacent Parcel**”).

C. The internal access easement area shown on the Final Site Plan is described and depicted on **Exhibit C** (“**Access Easement**”).

NOW THEREFORE, Health Pointe for itself, its successors, grantees and assigns, grants as follows:

1. **Access Easement.** Health Pointe hereby grants a perpetual, non-exclusive internal access easement appurtenant to and for the benefit of the Adjacent Parcel over the Access Easement, including the right to construct and maintain, at the sole cost of the owner of the Adjacent Parcel, an asphalt drive with curbs within the Access Easement and eliminate any curbs, landscaping, parking space striping for parking spaces or other obstacles on the Health Pointe Property that would block use of the Access Easement for internal access from or to the Adjacent Parcel and into or out of the Health Pointe Property. The Access Easement shall remain free of obstructions and obstacles at all times permitting free internal access to all drives on the Health Pointe Property and the Adjacent Parcel. The Adjacent Parcel shall only be entitled to use the Access Easement to allow for the internal access of persons and vehicles to and from the Adjacent Parcel by its owners, their agents, licensees and invitees. The Access Easement may not be used for parking.

2. Encumbrances. All rights granted under this Grant are subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Other easements and encumbrances may be granted over and across the Access Easement that do not interfere with the Adjacent Parcel's use of the Access Easement in accordance with this Grant.

3. Reservation of Rights. The Access Easement may be used for any other purpose which is not inconsistent with use of the Access Easement for internal access to and from the Adjacent Parcel, including, but not limited to, the right to use the Access Easement for the installation of underground utility lines.

4. Binding Effect. Health Pointe hereby declares that this Grant shall be binding upon Health Pointe, its grantees, successors and assigns, and that the easements, rights, powers and obligations created herein shall run with the land. The owner of the Adjacent Parcel by acceptance of this Grant does thereby agree to all terms, provisions, obligations, and conditions of this Grant.

5. Amendment and Termination. This Grant may be amended, altered, modified or terminated by the mutual written agreement of all parties, including mortgagees, then owning or having an interest of record in the properties affected by the amendment or by all parties owning or having an interest of record in the easement right or power that is to be terminated.

6. Notices. Every notice, demand, request, or other communication which any party is required or desires to give or make or communicate upon or to any other party, shall be in writing and shall be given or made or communicated by personal delivery or by mailing the same by postage prepaid registered or certified mail, return receipt requested, or electronic mail if a copy thereof is simultaneously sent via one of the other methods of delivery, to the party at that party's last known address. Every notice, demand, request, or other communication sent shall be deemed to have been given, made or communicated, as the case may be, when delivered, if personally delivered, or on the third business day after the same shall have been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail.

7. Miscellaneous.

7.1 No Waiver. No waiver of any default by any party shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Grant shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Grant.

7.2 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any land to the general public or for any public purposes whatsoever, it being the intention of the parties that this Grant shall be strictly limited to and for the purposes herein expressed.

7.3 No Third Party Beneficiaries. No third party except owners of the Adjacent Parcel, their agents, licensees and invitees, as provided herein, shall be a beneficiary of any provision of this Grant.

7.4 Governing Law. This Grant shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Health Pointe has caused this Grant of Access Easement to be executed as of the day and year first above written.

HEALTH POINTE, a Michigan nonprofit corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of HEALTH POINTE, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public, Kent County, MI
My Commission Expires: _____
Acting in the County of _____

Drafted by and return to:
Ronald A. Bultje
Dickinson Wright
200 Ottawa Ave NW, Suite 1000
Grand Rapids, MI 49503-2427

EXHIBIT A
HEALTH POINTE PROPERTY

Part of the Northwest 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°13'43"E 653.23 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°13'43"E 336.27 feet along said 1/4 line; thence S89°43'31"W 53.74 feet parallel with the North line of the South 3/4 of the Northwest 1/4 of said section; thence S01°12'05"E 25.63 feet; thence S89°43'31"W 47.88 feet; thence S01°12'05"E 30.79 feet; thence Southwesterly 117.48 feet along a 200.00 foot radius curve to the left, said curve having a central angle of 33°39'22", and a chord that bears S61°16'06"W 115.80 feet; thence S44°26'25"W 162.16 feet; thence Southwesterly 153.82 feet along a 200.00 foot radius curve to the right, said curve having a central angle of 44°03'55", and a chord that bears S66°28'23"W 150.05 feet; thence S88°30'20"W 386.19 feet; thence Northwesterly 62.90 feet along a 40.00 foot radius curve to the right, said curve having a central angle of 90°05'36" and a chord bearing N46°26'52"W 56.61 feet; thence N01°24'04"W 367.19 feet; thence Northeasterly 253.22 feet along a 881.00 foot radius curve to the right, said curve having a central angle of 16°28'05", and a chord that bears N06°49'59"E 252.35 feet; thence N15°04'02"E 115.89 feet; thence Northeasterly 146.64 feet along a 748.52 foot radius curve to the left, said curve having a central angle of 11°13'27", and a chord that bears N11°24'41"E 146.40 feet; thence S89°40'56"E 102.72 feet; thence S00°18'11"W 280.30 feet; thence N89°43'31"E 691.62 feet along the North line of the South 3/4 of the Northwest 1/4 of said section to the Point of Beginning. Containing 12.00 acres. Subject to highway right-of-way for 172nd Avenue over the Easterly most 33 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

**EXHIBIT B
ADJACENT PARCEL**

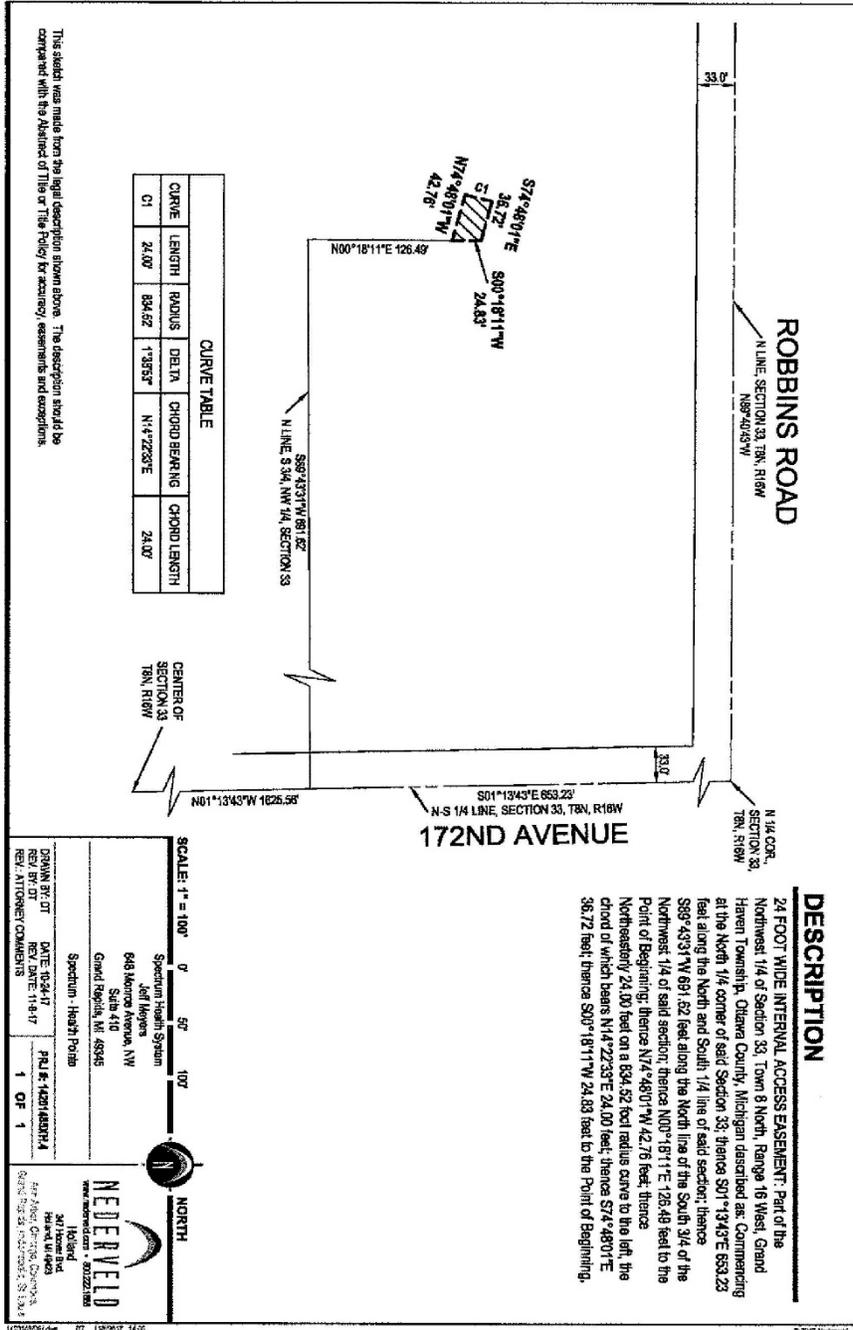
A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 314.67 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST 295.33 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 345.33 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE NORTH 89 DEGREES 42 MINUTES 11 SECONDS WEST 396.55 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 280.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 33.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 243.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 45.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 137.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 AND BEING LOCATED SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 686.50 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 300.91 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 214.00 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 122.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 01 DEGREES 13 MINUTES 39 SECONDS WEST 214.00 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33 TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 173.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING.

Tax Parcel ID No.: 70-03-33-100-047

ACCESS EASEMENT

Exhibit C



GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT is made this ____ day of _____, 2017, by HEALTH POINTE, a Michigan nonprofit corporation whose address is 100 Michigan Street NE, Grand Rapids, Michigan 49503 (“**Health Pointe**”).

RECITALS

A. Health Pointe is the owner of real estate in Grand Haven Charter Township (The “**Township**”) described on **Exhibit A (“Health Pointe Property”)** which is subject to a Planned Unit Development Amendment (“**PUD Amendment**”) adopted by the Township Board on March 28, 2016, and memorialized in the Health Pointe PUD Contract (“**PUD Contract**”) recorded May 31, 2016 as instrument number 2016-0018784 in the Ottawa County, Michigan public records.

B. The PUD Amendment at Section 15.O and the PUD Contract at Section 2.O include the following provision: “[Health Pointe] shall agree to an access easement to the Township for the purpose of realigning the north end of Whittaker Way directly with DeSpelder Street pursuant to the Robbins Road Sub-Area Plan.... Health Pointe shall preliminarily identify the easement area[] on the Final Site Plan and the easement[] shall be drafted by the Township Attorney and approved by the Township Board prior to the issuance of certificates of occupancy.”

C. The access easement area shown on the Final Site Plan is described and depicted on **Exhibit B (“Access Easement”)**.

NOW THEREFORE, Health Pointe for itself, its successors, grantees and assigns, grants as follows:

1. Access Easement. Health Pointe hereby grants a perpetual, non-exclusive access easement to the Township over the Access Easement, including the right to construct and maintain, at the sole cost of the Township, a road and related improvements within the Access Easement and eliminate any curbs, landscaping, parking space striping for parking spaces or other obstacles on the Health Pointe Property that would block use of the Access Easement for road purposes.

2. Encumbrances. All rights granted under this Grant are subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Other easements and encumbrances may be granted over and across the Access Easement that do not interfere with the Township’s use of the Access Easement in accordance with this Grant.

3. Reservation of Rights. The Access Easement may be used for any other purpose which is not inconsistent with use of the Access Easement for road purposes, including, but not limited to, the right to use the Access Easement for the installation of underground utility lines.

4. Binding Effect. Health Pointe hereby declares that this Grant shall be binding upon Health Pointe, its grantees, successors and assigns, and that the easements, rights, powers and obligations created herein shall run with the land. The Township by acceptance of this Grant does thereby agree to all terms, provisions, obligations, and conditions of this Grant.

5. Amendment and Termination. This Grant may be amended, altered, modified or terminated by the mutual written agreement of all parties, including mortgagees, then owning or having an interest of record in the properties affected by the amendment or by all parties owning or having an interest of record in the easement right or power that is to be terminated.

6. Notices. Every notice, demand, request, or other communication which any party is required or desires to give or make or communicate upon or to any other party, shall be in writing and shall be given or made or communicated by personal delivery or by mailing the same by postage prepaid registered or certified mail, return receipt requested, or electronic mail if a copy thereof is simultaneously sent via one of the other methods of delivery, to the party at that party's last known address. Every notice, demand, request, or other communication sent shall be deemed to have been given, made or communicated, as the case may be, when delivered, if personally delivered, or on the third business day after the same shall have been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail.

7. Miscellaneous.

7.1 No Waiver. No waiver of any default by any party shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Grant shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Grant.

7.2 Governing Law. This Grant shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Health Pointe has caused this Grant of Access Easement to be executed as of the day and year first above written.

HEALTH POINTE, a Michigan nonprofit corporation

By: _____

Its: _____

STATE OF MICHIGAN)

COUNTY OF KENT) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of HEALTH POINTE, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public, Kent County, MI
My Commission Expires: _____
Acting in the County of _____

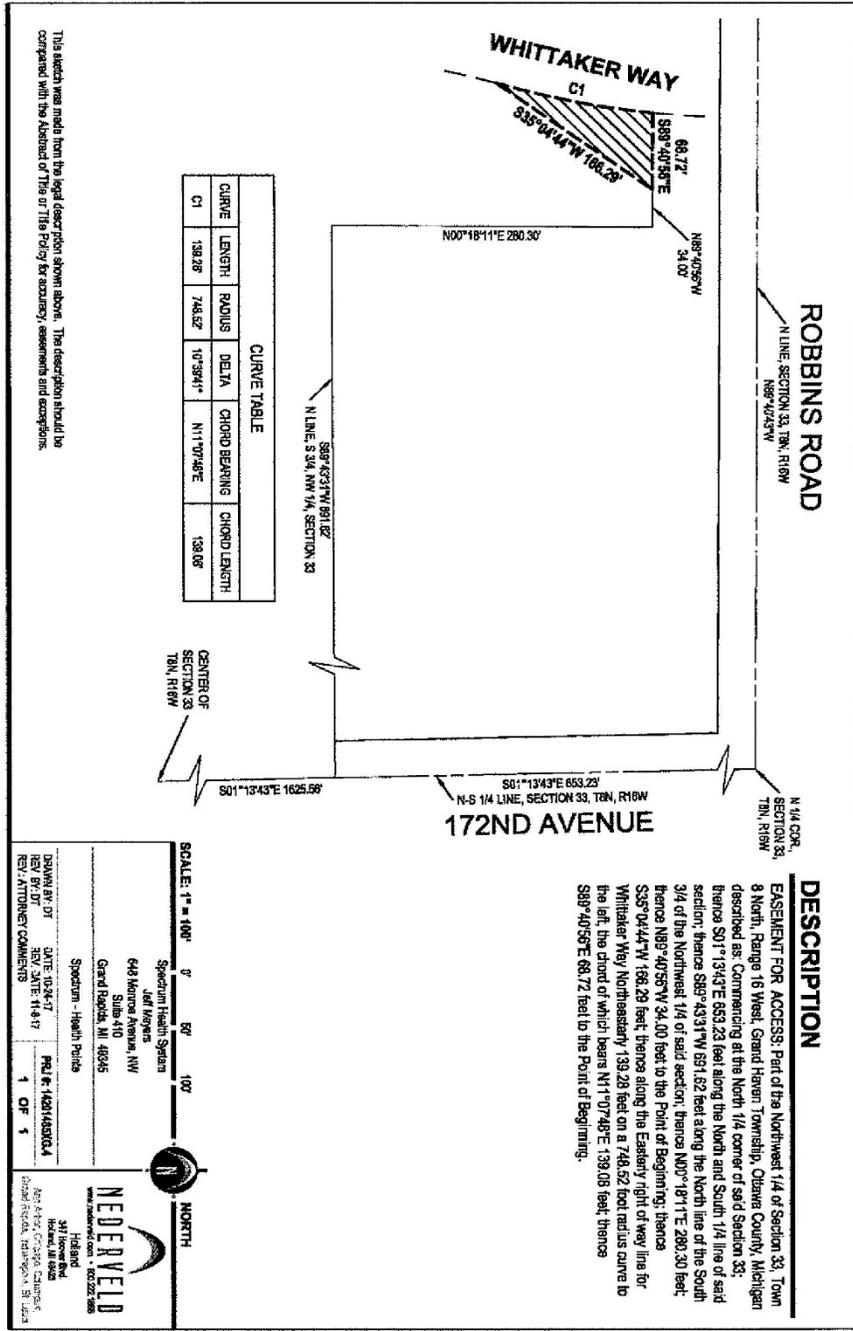
Drafted by and return to:
Ronald A. Bultje
Dickinson Wright
200 Ottawa Ave NW, Suite 1000
Grand Rapids, MI 49503-2427

EXHIBIT A
HEALTH POINTE PROPERTY

Part of the Northwest 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said section; thence S01°13'43"E 653.23 feet along the North-South 1/4 line of said section to the Point of Beginning; thence continuing S01°13'43"E 336.27 feet along said 1/4 line; thence S89°43'31"W 53.74 feet parallel with the North line of the South 3/4 of the Northwest 1/4 of said section; thence S01°12'05"E 25.63 feet; thence S89°43'31"W 47.88 feet; thence S01°12'05"E 30.79 feet; thence Southwesterly 117.48 feet along a 200.00 foot radius curve to the left, said curve having a central angle of 33°39'22", and a chord that bears S61°16'06"W 115.80 feet; thence S44°26'25"W 162.16 feet; thence Southwesterly 153.82 feet along a 200.00 foot radius curve to the right, said curve having a central angle of 44°03'55", and a chord that bears S66°28'23"W 150.05 feet; thence S88°30'20"W 386.19 feet; thence Northwesterly 62.90 feet along a 40.00 foot radius curve to the right, said curve having a central angle of 90°05'36" and a chord bearing N46°26'52"W 56.61 feet; thence N01°24'04"W 367.19 feet; thence Northeasterly 253.22 feet along a 881.00 foot radius curve to the right, said curve having a central angle of 16°28'05", and a chord that bears N06°49'59"E 252.35 feet; thence N15°04'02"E 115.89 feet; thence Northeasterly 146.64 feet along a 748.52 foot radius curve to the left, said curve having a central angle of 11°13'27", and a chord that bears N11°24'41"E 146.40 feet; thence S89°40'56"E 102.72 feet; thence S00°18'11"W 280.30 feet; thence N89°43'31"E 691.62 feet along the North line of the South 3/4 of the Northwest 1/4 of said section to the Point of Beginning. Containing 12.00 acres. Subject to highway right-of-way for 172nd Avenue over the Easterly most 33 feet thereof. Also subject to easements, restrictions, and rights-of-way of record.

ACCESS EASEMENT

Exhibit B



This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

Community Development Memo

DATE: November 20, 2017

TO: Township Board

FROM: Stacey Fedewa, Community Development Director

RE: DeGroot – Rezoning Application (R-4 to R-1)

BACKGROUND

The applicants, Terry and Sandra DeGroot, request to rezone their 1.2-acre parcel at 17477 Serenity Court (70-03-33-300-057) from Multiple Family (R-4) to Single Family (R-1).

A single family dwelling was constructed on this property beginning in 2014, and it appears the zoning classification was overlooked at that time, so this application will correct that oversight and bring the property into compliance with the Zoning Ordinance and Future Land Use Map.

On November 6th the Planning Commission adopted a motion recommending the Board approve the proposed rezoning. On November 13th the Board approved the first reading of this application.

The rezoning application was tested against the “Three C’s” evaluation method.

COMPATIBILITY

*Is the proposed rezoning **compatible** with the existing developments or zoning in the surrounding area?*

The zoning for parcels that border the applicants’ parcel is:

Direction	Current Zoning	Existing Use
North	R-4	Single Family
South	R-4	Single Family
East	R-4	Single Family
West	R-1	Single Family



The 2016 Future Land Use Map has master-planned the subject parcel for Medium Density Residential, which corresponds to zoning districts R-1 and R-2.

CONSISTENCY

*Is the proposed rezoning **consistent** with the goals and objectives of the Master Plan and does it coincide with the Future Land Use Map in terms of an appropriate use of the land?*

The proposed rezoning is consistent with surrounding land uses and the Statement of Purpose narrative for the R-1 district, which includes:

- The purpose of the R-1 District is to encourage an environment of low-density single-family dwellings, with other residentially related facilities and activities primarily of service to the residents in the area.

CAPABILITY

*Does the proposed rezoning require an extension of public sewer and water, roadway improvements, or enhanced fire and police protection, and if so, is it in an area **capable** of being provided with such services?*

Parcels within the R-1 District should be supported by certain infrastructure features, including paved roads, natural gas, municipal water, and if available sanitary sewer.

- This parcel is accessed via a paved private road, and utilizes private utilities.
 - Because there are less than 4 premises accessing the private road, public water is not required.
 - Sanitary sewer is not available on this private road.

SAMPLE MOTIONS

If the Township Board finds the rezoning application meets the applicable standards, the following motion can be offered:

Motion to approve the Zoning Map Amendment Ordinance concerning the rezoning of 17477 Serenity Court from Multiple Family (R-4) to Single Family (R-1). **This is the second reading.**

If the Township Board finds the rezoning application does not meet the applicable standards, the following motion can be offered:

Motion to deny the DeGroot rezoning application of 17477 Serenity Court from Multiple Family (R-4) to Single Family (R-1) because the application does not meet

the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance, Master Plan, and Future Land Use Map.

If the Township Board finds the rezoning application is premature or needs revisions, the following motion can be offered:

Motion to table of the DeGroot rezoning application, and direct the applicant to address the following items:

1. *List the items...*

Please contact me prior to the meeting if you have questions.



Fire/Rescue Memo

DATE: November 20, 2017

TO: Grand Haven Charter Township Board of Trustees

FROM: Chief Tom Gerencer

RE: Amendment to Emergency Medical Services Agreement

Please see the attached documents that are referred to as the First Amendment to Emergency Medical Services Agreement, and the Memorandum of Understanding - Enhanced Ambulance Service. Both documents have draft dates of November 14, 2017.

As you may recall, the City of Grand Haven gave notice last December that there was a desire to re-negotiate the ambulance agreement with North Ottawa Community Hospital. However, rather than re-negotiating the entire agreement, the Ambulance Oversight Committee chose to amend the current agreement.

After eleven months of negotiations, the Ambulance Oversight Committee completed the re-negotiation process that ensures increased staffing (*i.e. a third ambulance*) by the Hospital during the busiest hours from 10:00 a.m. through 6:00 p.m. The Hospital will monitor peak service request times, make adjustments it deems appropriate, and notify the Municipalities of the adjustments. When needed, staffing for a third ambulance will be partially provided by local departments with NOCH reimbursing the local departments for their labor costs.

The Hospital and Committee agreed to amend some of the response times (*i.e. decrease priority one calls and increase priority two calls*) to better serve the communities. In addition, the amendment will better monitor and track response times when the NOCH Ambulance is forced to rely upon other ambulance companies such as Pro-Med from Muskegon or American Medical Response from Holland.

Overall, the committee is in agreement that twelve-months will be enough time to determine if the increased ambulance staffing is sufficient. The committee will meet again in March and June of 2018 to review the expected progress.

If you have any questions, please feel free to contact me.

If the Board supports the Ambulance Oversight Committee's recommendation, the following motion could be offered:

c:\users\sfdewa\appdata\local\microsoft\windows\temporary internet files\content.outlook\hltmtd9\memo ambulance amendment.docx

Move to authorize the Township Supervisor and Clerk to sign the First Amendment to Emergency Medical Services Agreement, and the Memorandum of Understanding - Enhanced Ambulance Service.

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT

This **FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT (this “Amendment”)** is effective as of the last dated signature contained below, **(the “Amendment Effective Date”)** by and between North Ottawa Community Hospital (“**the Hospital**”); and, the City of Ferrysburg, City of Grand Haven, Village of Spring Lake, Grand Haven Charter Township, Spring Lake Township, Robinson Township, and Crockery Township (“**Municipalities**”).

RECITALS

WHEREAS, the Hospital and Municipalities previously entered into a five year Emergency Medical Services Agreement effective January 1, 2013 **(the “Agreement”)**;

WHEREAS, this Agreement will terminate on December 31, 2017;

WHEREAS, the Hospital and Municipalities have engaged in negotiations to amend the Agreement for a new one year term;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy which is mutually acknowledged, the parties agree as follows.

1. **Unaffected Terms.** All terms and conditions of the Agreement not otherwise revised by this Amendment, shall be extended and remain in full force and effect. Where there exists a conflict between this Amendment and the Agreement, the Amendment shall control.

2. **Section 2.3 (Primary Term and Renewal) is amended, as follows:**

Section 2.3. Primary Term and Renewal. The term of this Agreement shall begin on the Effective Date of this Amendment, and will terminate on December 31, 2018. Between the Effective Date of this Amendment and December 31, 2018, the Hospital and Municipalities shall negotiate as they each deem appropriate for a further extension of the Agreement.

3. **Section 3.4 (Response Time), Subsection A1) is amended as follows (the rest of Subsection A shall remain unchanged):**

1. A. For Priority I Calls, the Response Time shall be as follows:

1) In Urban Service Area 1 and Urban Service Area 2, ninety percent (90%) of all calls shall have a Response Time less than or equal to seven (7) minutes, fifty-nine (59) seconds.

4. **Section 3.4 (Response Time), Subsection B is amended as follows:**
 2. B. For Priority II Calls, the Response Time shall be as follows:
 - 1) In Urban Service Area 1 and Urban Service Area 2, ninety percent (90%) of all calls shall have a Response Time less than or equal to twelve (12) minutes, fifty-nine (59) seconds; and
 - 2) In Non-Urban Service Area 3, ninety percent (90%) of all calls shall have a Response Time less than or equal to seventeen (17) minutes, fifty-nine (59) seconds.
5. **Section 3.4 (Response Time) shall be amended by the addition of a new Subsection D to state as follows:**
 - D. If a Priority I or Priority II Call is downgraded to a lower Priority Call after the Hospital ambulance has been dispatched, the downgraded Response Time shall apply to the run. If a Priority II or Priority III Call is upgraded to a higher Priority Call after the Hospital ambulance has been dispatched, the original Response Time shall apply to the run.
6. **The last paragraph of Section 3.8 (Mutual Aid Plan), beginning with “Copies of the...,” shall be deleted in its entirety, and replaced by the following:**

Copies of the Mutual Aid Plans are attached as Exhibit C. If the Hospital determines that it may not be able to meet the established minimum standards set forth in Section 3.4, the Hospital shall immediately request mutual aid that can be provided to all areas of the Service Area upon receiving a 9-1-1 Call. In mutual aid situations not subject to the terms of Section 3.4, the Hospital’s response time shall be that of the responding mutual aid agency. However, the Hospital’s response time when it dispatches a third ambulance per Section 3.9 below and also requests Mutual Aid or assistance from a Municipality or both, shall be determined by calculating the time it takes for the Hospital ambulance to arrive on the scene; the Response Time shall meet the applicable standard of Section 3.4. The Hospital shall provide payment to a Municipality that provides ambulance driving assistance from the scene back to the Hospital at the rate of forty dollars (\$40.00) for the first hour or portion of an hour; and, prorated to the nearest quarter hour at that same rate for any time after the first hour. Payment time begins when the Municipality is dispatched to the scene, and ends upon the Hospital’s return of the Municipality representative back to the Municipality’s fire station, or otherwise agreed upon location. The Hospital’s insurance does and shall include coverage for the ambulance driving assistance provided by the Municipality. The Municipalities will provide ambulance driving assistance to the Hospital pursuant to this paragraph and the Memorandum of Understanding attached as Exhibit A.

7. **Section 3.9 (Equipment and Staffing) shall be amended by changing the period at the end of Section 3.9 to a semicolon and adding the following:**

however, this contracting prohibition and employment requirement does not apply to situations where the Hospital pays for a person not employed by NOCH to drive a Hospital ambulance from the scene back to the Hospital when such driving assistance is needed. The term “not employed by NOCH” from the previous sentence means not on duty, and not being paid, as a NOCH employee. The term “sufficient operable equipment” for purposes of this Section 3.9 shall mean two ambulances available 24/7/365; and, beginning no later than the Effective Date, a third ambulance to operate Monday through Friday at least eight (8) hours per day, with the hours of operation to be determined by the Hospital.

IN WITNESS HEREOF, the parties have executed this Amendment as of the date(s) set forth below:

Township of Crockery

By: _____
Leon Stille
Its: Supervisor

By: _____
Kathy Buchanan
Its: Clerk

Township of Robinson

By: _____
Kathryn L. Kuck
Its: Supervisor

By: _____
Christine Saddler
Its: Clerk

Village of Spring Lake

Township of Spring Lake

By: _____
John H. Nash
Its: Supervisor

By: _____
H. Carolyn Boersma
Its: Clerk

Charter Township of Grand Haven

By: _____
Mark Reenders
Its: Supervisor

By: _____
Laurie Larsen
Its: Clerk

City of Ferrysburg

By: _____
Mark Powers
Its: President

By: _____
Rebecca Hopp
Its: Mayor

By: _____
Marv Hinga
Its: Clerk/Treasurer

By: _____
Debra Wierenga
Its: Clerk

City of Grand Haven

North Ottawa Community Hospital

By: _____
Geri McCaleb
Its: Mayor

By: _____
Shellee Yaklin
Its: President and CEO

By: _____
Linda Browand
Its: Clerk

NOTE: STREET ADDRESS AND EMAIL ADDRESSES NEED TO BE REVIEWED AND UPDATED FOR PURPOSES OF SECTION 7.1, WHICH IS THE “NOTICE” PROVISION.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING – ENHANCED AMBULANCE SERVICE

This Memorandum of Understanding (MOU) is made as of _____, 2017, between North Ottawa Community Hospital (NOCH) and Crockery Township, Spring Lake Township, Village of Spring Lake, City of Ferrysburg, City of Grand Haven, Grand Haven Township, and Robinson Township (The Governmental Units).

RECITALS

NOCH and the Governmental Units wish to enhance ambulance service under section 4.1 of the current contract. The intention of this MOU is to enhance ambulance services provided by NOCH through a temporary operational partnership with the Governmental Units' Fire Departments. The purpose of the temporary partnership is to reduce the use of mutual aid services from surrounding EMS providers, thus reducing overall response times.

NOCH expects that projected run volumes and increased ground transport revenues will allow NOCH to fund a third ALS ambulance crew at the end of 2018 or beginning of 2019. In the meantime, NOCH and the Governmental Units will partner to provide a third ALS ambulance crew during peak service request times.

This MOU does not expand the Governmental Units responsibility for ambulance services or commit the Governmental Units to ambulance operations should Fire Department personnel not be available due to staffing, level of training, or other Fire Department calls for service. The responsibility for ambulance operations rests solely with NOCH and NOCH will immediately request mutual aid services whenever available resources are exhausted.

TERMS AND CONDITIONS

NOCH Responsibilities

1. NOCH will staff a third ALS ambulance crew from 10am through 6pm, Monday through Friday. NOCH will monitor peak service request times, and make any necessary adjustments it deems appropriate. NOCH will immediately notify the Governmental Units of any such adjustment.
2. NOCH will make every effort to staff the third ALS ambulance crew with NOCH personnel.
3. Should a member of a Governmental Unit Fire Department assist in driving the third ALS ambulance, NOCH remains responsible for all patient and billing reports, drug/IV exchanges, ambulance repair and maintenance, and ambulance cleaning and decontamination.
4. NOCH will reimburse Governmental Units for costs as outlined in the contract.
5. NOCH will provide training to Fire Fighter/Drivers regarding operation of the ambulance, equipment, etc.
6. NOCH will indemnify/insure Fire Fighter/Drivers as outlined in the contract.

Governmental Unit Responsibilities

1. If available, Fire Departments will provide a driver for the aforementioned third ambulance. The driver shall be trained to the EMT level and will function as the second ambulance crew member.
2. Fire Departments will be responsible for payroll record keeping and billing NOCH at the end of each month for the appropriate reimbursement.

(Signature Page Attached)
GRAPIDS 90425-243 477080v1

Draft Date: 11/14/17



Community Development Memo

DATE: November 21, 2017

TO: Planning Commission

FROM: Stacey Fedewa, Community Development Director

RE: Zoning Text Amendment – Motor Vehicle Repair Garage Setback

BACKGROUND

On October 16th the Planning Commission reviewed and discussed a pre-application presentation for Z-Tire. Z-Tire is proposing to build a new Motor Vehicle Repair Garage (the “Garage”) on property zoned I-1A. This district allows the Garage as a Special Land Use (SLU).

The issue at hand is the side yard setback requirement of 30’ because it is an SLU.

- The argument was—if the I-1A district has a minimum side yard setback of 5’ then is a 30’ setback as an SLU too much?
- A second question that arose—is a 5’ side yard setback requirement too small for the I-1A district because it could result in only 10’ of building separation?

In response, staff reviewed the regulations for Garages in neighboring communities and found GHT is on the high end of setback requirements:

Municipality	Zoning District	Permitted or SLU	Setbacks		Caveats
GHT	C-1	SLU	Front	75	Side Setback for Corner Lot is 40’
	I-1		Rear	30	
	I-1A		Side	30	
Spring Lake Township	General Commercial	SLU	Front	30	Side Setback is 25’ if abutting residential or agricultural districts
			Rear	10	
			Side	0	
	Light Industrial	Permitted by Right	Front	35	Side Setback is 50’ if abutting residential district
			Rear	25	
			Side	10	
	Industrial	Permitted by Right	Front	50	Side Setback is 50’ if abutting residential district
			Rear	25	
			Side	25	

City of Grand Haven	Commercial	SLU	Front	25	Side Setback for Corner Lot is 25'
			Rear	10	
			Side	0	
	Beechtree	SLU	Front	5	Side Setback for Corner Lot is 10'
			Rear	0	
			Side	0	
	Transitional Industrial	SLU	Front	25	Side Setback for Corner Lot is 25'
			Rear	10	
			Side	10	
	Industrial	SLU	Front	25	Side Setback for Corner Lot is 25'
			Rear	20	
			Side	10	
Holland Township	Gen Com	SLU	Front	50	Side & Rear Setback is 50' if abutting residential
			Rear	25	
	Hwy Com		Side	15	
City of Ferrysburg	LI-1 LI-2	SLU	Front	40	100' setback from residential district
			Rear	25	
			Side	25	

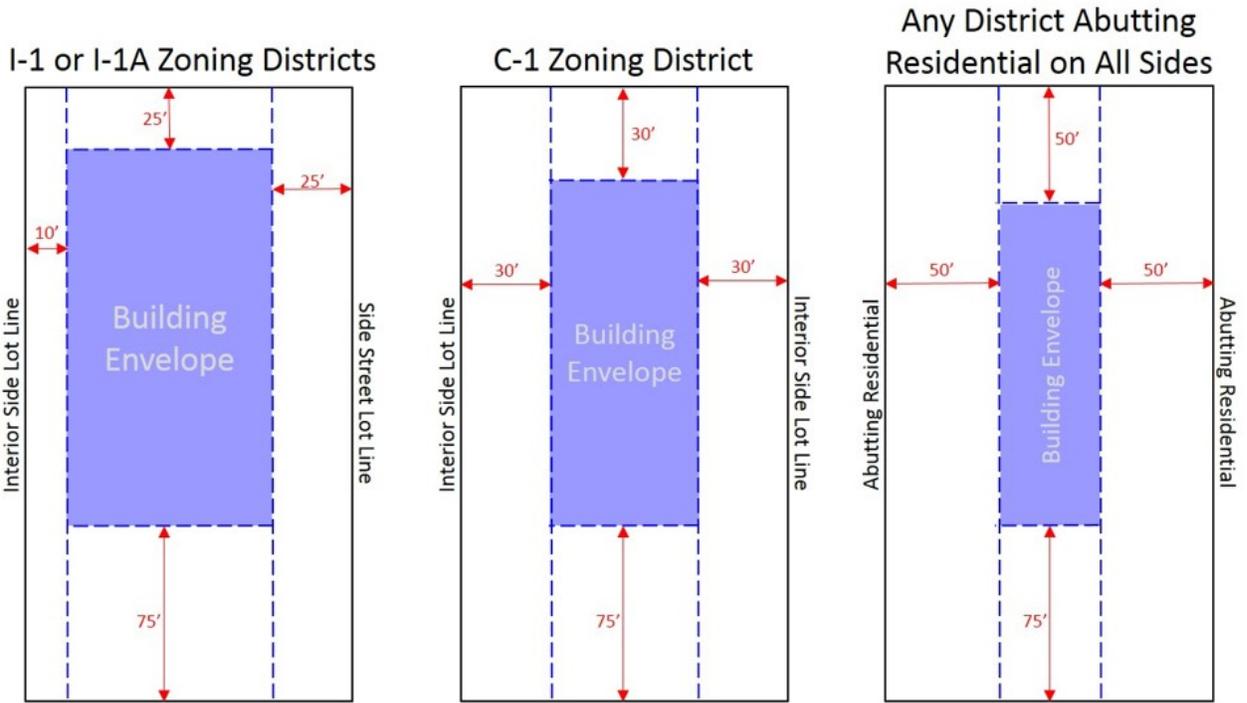
Also, staff reviewed the 5' setback with Fire/Rescue who echoed the same concerns raised by the Planning Commission, and indicated they would be supportive of a text amendment to increase the minimum side yard setback of the I-1A district to 10', which would guarantee a minimum separation of 20' between buildings.

On November 20th the Planning Commission adopted a motion recommending the Board approve the proposed text amendment.

PROPOSED TEXT AMENDMENT

Below is a summary of the proposed text amendment:

- SLU Regulations for Motor Vehicle Repair Garage:
 - 10-foot setback for interior side lot line in I-1 and I-1A districts.
 - 25-foot setback for side street lot line in I-1 and I-1A districts.
 - 30-foot setback for side and rear lot lines in the C-1 district.
 - 50-foot setback for any lot line that abuts a residential zoning district.
- Increase the minimum side yard setback requirement for the I-1A district to a minimum of 10-feet.
 - This will insure at least 20-feet of building separation.
- Chapter 21 is a condensed table that provides all the design requirements for each zoning district, so if the I-1A setback is increased, it also needs to be increased on this table.



SAMPLE MOTIONS

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

Motion to postpone the Zoning Text Amendment Ordinance to revise the setbacks related to the I-1A Zoning District and the Motor Vehicle Repair Garage Special Land Use until December 11th when it will be considered for adoption and approval.
This is the first reading.

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

Motion to deny the proposed Zoning Text Amendment Ordinance to revise the setbacks related to the I-1A Zoning District and the Motor Vehicle Repair Garage Special Land Use.

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

Motion to table the proposed 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 SETBACK STANDARDS FOR A MOTOR VEHICLE REPAIR GARAGE IN THE SPECIAL LAND USE CHAPTER; REVISING THE MINIMUM SIDE YARD SETBACK IN THE I-1A ZONING DISTRICT, AND BY PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. I-1A Corridor Industrial District – Design Requirements. Section 16A.4.1 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

1. Standards for height, bulk, density, and area.

Minimum lot area	1 acre
Minimum lot width	110 feet
Maximum height of structures	2 1/2 stories, or 35 feet
Front yard setback	75 feet
Rear yard setback	25 feet
Side yard setback	Each side shall have at least ten (10) feet
See also footnotes 4; and 8 in Chapter 21 (Schedule of District Regulations)	

Section 2. Special Land Uses – Motor Vehicle Repair Garages. Section 19.07.25.A of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows (the rest of Section 19.07.25 as currently stated shall remain in its entirety).

- A. All buildings, structures, and equipment shall be located at least seventy-five (75) feet from any right-of-way line, and shall comply with the following setbacks:
 - 1) Property located in the I-1 or I-1A zoning district shall be setback at least ten (10) feet from any interior side lot line, and shall be setback at least twenty-five (25) feet from any side street lot line;
 - 2) Property located in the C-1 zoning district shall be setback at least thirty (30) feet from any side or rear lot line; and
 - 3) Property that abuts a residential zoning district shall be setback at least fifty (50) feet.

Section 3. Schedule of District Regulations. Section 21.02 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

	Min Lot Area (per Dwelling Unit where applicable) in Sq Ft or Acres	Minimum Lot Width in Feet	Maximum Height of Structures		Front	Minimum Side Yard Setback in Feet		Rear	Min Floor Area per Dwelling Unit in Sq Feet	Maximum Number of Units per Building	Footnotes
			Stories	Feet		One Side	Total Of Two				
AG Agricultural	20 Acres	330	2.5	35	50	20	50	50	1,100	N/A	1; 8; 9; 11; 18
RP Rural Preserve	10 Acres	330	2.5	35	50	20	50	50	1,240	N/A	1; 8; 9; 11; 14
RR Rural Residential	45,000	150	2.5	35	50	20	50	50	1,100	N/A	1; 8; 9; 11; 17
LDR Low Density Residential	25,000	125	2.5	35	50	20	40	50	1,240	N/A	2; 8; 10; 17
R-1 Single Family Residential	15,000	100	2.5	35	50	15	35	50	1,240	N/A	2; 8; 10; 13; 15; 16; 17
R-2 Single Family Residential	13,000	80	2.5	35	50	10	25	50	1,100	N/A	2; 8; 9; 13; 15; 17
R-3 Two Family Residential	7,500	100	2.5	35	50	10	25	50	1,100	N/A	2; 5; 7; 8; 13; 17
R-3.5 Restricted Multiple Family Residential											
Adjacent to AG District	9,000	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 11; 12; 13; 14
Adjacent to RP District	9,000	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 11; 12; 13; 14
Adjacent to RR District	9,000	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 11; 12; 13; 14
Adjacent to LDR District	9,000	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 11; 12; 13; 14
Adjacent to R-1 District	7,800	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 12; 13; 14
Adjacent to R-2 District	7,800	100	2.5	35	50	10	30	50	884	4	2; 5; 6; 8; 12; 13; 14
Adjacent to R-3 District	4,500	100	2.5	35	50	10	30	50	884	8	2; 5; 6; 8; 12; 13; 14
Adjacent to R-3.5 District	3,000	100	2.5	35	50	10	30	50	832	16	2; 5; 6; 8; 12; 13; 14
Adjacent to R-4 District	3,000	100	2.5	35	50	10	30	50	832	16	2; 5; 6; 8; 12; 13; 14
Adjacent to R-5 District	3,000	100	2.5	35	50	10	30	50	832	16	2; 5; 6; 8; 12; 13; 14
Adjacent to C-1	3,000	100	2.5	35	50	10	30	50	832	24	2; 5; 6; 8; 12; 13; 14
Adjacent to I-1	3,000	100	2.5	35	50	10	30	50	832	24	2; 5; 6; 8; 12; 13; 14
Adjacent to I-1A	3,000	100	2.5	35	50	10	30	50	832	24	2; 5; 6; 8; 12; 13; 14
R-4 Multiple Family Residential	3,000	100	2.5	35	50	10	30	30	884	N/A	2; 3; 5; 6; 7; 8; 13
R-5 Manufactured Mobile Home Park	See Chapter 13 For Regulations Governing Manufactured Mobile Home Parks										
S P Service Professional	25,000	100	2.5	35	50	5	10	25	N/A	N/A	4; 8
C-1 Commercial	35,000	110	2.5	35	50	9	18	20	N/A	N/A	4; 8
I-1 Industrial	1 Acre	110	2.5	35	75	20	40	25	N/A	N/A	4; 8
I-1A Corridor Industrial	1 Acre	110	2.5	35	75	10	20	25	N/A	N/A	4; 8

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 _____, 2017, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on _____, 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 _____, 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 _____, 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 _____, 2017.

Laurie Larsen, Clerk
Grand Haven Charter Township