GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, DECEMBER 10, 2018

WORK SESSION – 5:30 P.M. – Closed Session (Note Earlier Start Time)

Superintendent's Evaluation (*Closed Session pursuant to the OMA and Request by Cargo for a Performance Evaluation*)

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 November 26, 2018 Regular Board Minutes
2. Approve Payment of Invoices in the amount of $399,271.55 (*A/P checks of $277.615.53 and payroll of $121.656.02*)
3. Approve 2018 Board Meeting Dates
4. Approve Engineering Agreement for 2019 DDA Project (*Robbins Road*)
5. Approve the Sale of Surplus Fire Equipment (*2006 Suburban*)

VI. PUBLIC HEARING
1. Amendments to the Parks and Recreation Plan

VII. OLD BUSINESS
1. Approve Resolution 18-12-01 – Amendments to the Parks and Recreation Plan
2. Second Reading – Recreational Marihuana "Opt-Out" Ordinance
3. Second Reading – Rezoning – Crossroads Acres – RR to AG
4. Second Reading – Zoning Text – Accessory Buildings & Miscellaneous

VIII. NEW BUSINESS
1. First Reading – Zoning Text – Prohibit Recreational Marihuana Establishments
2. First Reading – Deferred Compensation Ordinance – Restatement of Ordinance
3. First Reading – Retirement Plan Ordinance – Restatement of Ordinance
4. Approve Resolution 18-12-02 – Final Budget Amendments for FY 2018
5. Approve Resolution 18-12-03 – Planning & Zoning Fee Increase for FY 2019
6. Approve Resolution 18-12-04 – Waste Hauler License – Potluck Pickup
7. Approve IAFF Collective Bargaining Agreement

IX. REPORTS AND CORRESPONDENCE
1. Committee Reports
2. Manager's Report
   a. November Building Report
   b. November Enforcement Report
   c. November DPW Report
   d. October Legal Review
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 26, 2018

REGULAR MEETING

I. CALL TO ORDER

Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

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

Board members absent:

Also present was Manager Cargo, Fire/Rescue Chief Gerencer, and Community Development Director Fedewa.

IV. APPROVAL OF MEETING AGENDA

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

V. APPROVAL OF CONSENT AGENDA

1. Approve November 12, 2018 Board Minutes
2. Approve Payment of Invoices in the amount of $394,570.82 (*A/P checks of $279,461.06 and payroll of $115,109.76*).
3. Approve Purchase of 40 lb. Washing Machine/Extractor for Fire/Rescue from Detergent Solutions of Sterling Heights (*$9,450*)
4. Approve and Execute the Lakeshore Gardens Apartments PUD Contract
5. Approve and Execute the Bosgraaf Conditional Zoning Agreement

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

VI. PUBLIC HEARINGS

Supervisor Reenders opened the 2018 "Truth in Budgeting" public hearing at 7:01 p.m. on the Fiscal Year 2019 budget proposal.

Manager Cargo provided an overview of the proposed $14.18 million budget for FY2019 noting that the notice for the budget hearing had been provided in the Grand Haven Tribune of Friday, November 16th 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 7:03 p.m.

VII. OLD BUSINESS

1. Treasurer Kieft noted that he would support the Fiscal Year 2019 budget but did not support the use of General Fund monies to support the annual Coast Guard dinner.

   Motion by Trustee Meeusen supported by Clerk Larsen to approve and adopt Resolution 18-11-09 approving the Fiscal Year 2019 Grand Haven Charter Township Appropriations Act. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Larsen, Gignac, Kieft, Meeusen, Redick, Behm, Reenders
   Nays:
   Absent:

2. **Motion** by Clerk Larsen supported by Treasurer Kieft to approve and adopt Resolution 18-11-10 approving the Supervisor's salary in the amount of $19,641. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Behm, Gignac, Meeusen, Redick, Kieft, Reenders, Larsen
   Nays:
   Absent:

3. **Motion** by Treasurer Kieft supported by Trustee Gignac to approve and adopt Resolution 18-11-11 approving Clerk's salary in the amount of $20,992. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Kieft, Reenders, Meeusen, Behm, Gignac, Larsen, Redick
   Nays:
   Absent:

4. **Motion** by Clerk Larsen supported by Trustee Behm to approve and adopt Resolution 18-11-12 approving the Treasurer's salary in the amount of $14,583. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Gignac, Larsen, Kieft, Reenders, Behm, Meeusen, Redick
   Nays:
   Absent:

5. **Motion** by Trustee Meeusen supported by Trustee Redick to approve and adopt Resolution 18-11-13 approving the salary for Trustees in the amount of $4,519. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Meeusen, Behm, Larsen, Kieft, Redick, Gignac, Reenders
   Nays:
   Absent:

6. **Motion** by Trustee Redick supported by Trustee Meeusen to approve and adopt the Right-of-Way work amendment to the Water System Ordinance. This is a second reading. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Reenders, Kieft, Behm, Meeusen, Larsen, Redick, Gignac
   Nays:
   Absent:

7. **Motion** Trustee Meeusen supported by Clerk Larsen to approve and adopt the Right-of-Way work amendment to the Sewer Usage and Administration Ordinance. This is a second reading. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Redick, Meeusen, Kieft, Gignac, Larsen, Reenders, Behm
   Nays:
   Absent:

VIII. NEW BUSINESS

1. **Motion** by Treasurer Kieft supported by Trustee Gignac to present and postpone further action on the "Opt-Out" ordinance that prohibits commercial establishments that produce or transport or sell marihuana within the Township's municipal boundaries until the December 10th Board meeting. This is a first reading. **Which motion carried**.

2. **Motion** by Trustee Gignac supported by Trustee Redick to present and postpone further action concerning the rezoning of 11101 144th Avenue from Rural Residential (RR) to Agricultural (AG). Further action will be postponed until December 10th when the ordinance will be considered for adopted. **Which motion carried**.

3. **Motion** by Clerk Larsen supported by Trustee Gignac to present and postpone the Zoning Text Amendment Ordinance (draft date 11/20/18) to replace the Accessory Buildings and Structure section of the General Provisions Chapter, and the Enlargement or Increase or Extension of a Non-Conforming Use in the Special Land Use Chapter. Further action will be postponed until December 10th when the ordinance will be considered for adopted. **Which motion carried**.

4. **Motion** by Trustee Meeusen supported by Trustee Redick to authorize the Township Supervisor and Clerk to sign the Second Amendment to the Emergency Medical Agreement extending the agreement through December 31, 2021. **Which motion carried.**

IX. REPORTS AND CORESPONDENCE

a. Committee Reports
   i. The DDA Board will be meeting Wednesday, November 28th.
   ii. The Parks and Recreation Committee will be meeting on December 4th.
b. Manager's Report
c. Others
   i. Treasurer Kieft asked about shipping containers being used for storage at an Antique Mall south of M-45. Community Development Director noted that was a violation of the Zoning Ordinance and would begin enforcement.
   ii. Trustee Behm expressed concern that the Appreciation Dinner was conflicting with a DDA event and requested that the Township coordinate the schedule next year with the Chamber.

X. PUBLIC COMMENTS

a. Rebecca Neil (*1644 Franklin, City of Grand Haven*) believes that the greater Grand Haven region should allow a Medical Marihuana provisioning center.

b. Jamie Cooper (*1386 Taylor Avenue, City of Grand Haven*) supports allowing a Medical Marihuana provisioning center noting that a center in Crockery Township is currently the closest site.
c. Laird Schaefer (*12543 Wilderness, Grand Haven Township*) asked questions regarding the Township expenses related to the proposed Schmidt Heritage Park and whether this proposed land donation could still occur.

XI. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Behm to adjourn the meeting at 7:30 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor

GRAND HAVEN CHARTER TOWNSHIP
BOARD OF TRUSTEES
2018 MEETING DATES

Monday, January 8, 2018
Monday, January 22, 2018
Monday, February 12, 2018
Monday, February 26, 2018
Monday, March 12, 2018
Monday, March 26, 2018
Monday, April 9, 2018
Monday, April 23, 2018
Monday, May 14, 2018
Tuesday, May 29, 2018
Monday, June 11, 2018
Monday, June 25, 2018
Monday, July 9, 2018
Monday, July 23, 2018
Monday, August 13, 2018
Monday, August 27, 2018
Monday, September 10, 2018
Monday, September 24, 2018
Monday, October 8, 2018
Monday, October 22, 2018
Monday, November 12, 2018
Monday, November 26, 2018
Monday, December 10, 2018

All meetings will be held at the Township Hall, 13300 168th Avenue, Grand Haven. Work sessions begin at 6:00 p.m. and the regular meetings begin at 7:00 p.m.

The Charter Township of Grand Haven will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seven (7) business days notice to the Charter Township of Grand Haven. Individuals with disabilities requiring auxiliary aids or services should contact the Charter Township of Grand Haven by writing or calling the following:

Superintendent
13300 168th Avenue
Grand Haven, MI 49417
(616) 842-5988

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

MANAGER'S MEMO

DATE: December 3, 2018

TO: Township Board

FROM: Bill Cargo

SUBJECT: FY 2019 DDA Project – Approve Engineering Agreement

Upon the recommendation of the DDA Board, the Township Board budgeted about $620k for the installation of sidewalks and water main improvement along Robbins Road between 172nd Avenue and 168th Avenue. Moreover, $120,980 of this total was for engineering fees associated with the project.

Fortunately, the professional engineering fees will be less↓ than anticipated … the proposed agreement has professional fees totaling $70,700. (*This is $50,280 under↓ budget.*) If any public easements are needed for this DDA project, there may be some additional engineering costs association with the same.

Attached, please find a proposed agreement with *Prein and Newhof* to complete the engineering for this project.

As you are aware, GHT has a level of service agreement with Prein and Newhof intended to assist with construction costs by reducing uncertainty and contingencies through quality design and thorough on-site inspection. (*GHT would rather pay more during the design phase where construction costs can be reduced rather than paying a larger amount during the construction phase through higher bids or significant change orders.*)

To proceed with the engineering for this DDA project, the following motion can be offered:

Move to authorize the Township superintendent to execute a contract with P*rein and Newhof* to provide engineering services for the design and construction of sidewalk and improvements to the water main along Robbins Road between 172nd and 168th Avenue at a cost of $70,700.

If there are any questions or comments, please contact me at your convenience.

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

November 26, 2018
2180609

Mr. William D, Cargo, Superintendent
Grand Haven Charter Township
13300 168th Ave
Grand Haven, MI 49417

RE: Grand Haven Charter Township
2018 Professional Service Fees
Robbins Road Sidewalk and Water Main (172nd Avenue to 168th Avenue)

Dear Mr. Cargo:

Thank you for giving us the opportunity to provide you with an estimate of professional service fees to complete the design and provide construction engineering services for the Robbins Road Sidewalk and Water Main Improvement project. This project will include adding 5 foot concrete sidewalk from the eastern limits of the D&W plaza near 172nd Avenue to 168th Avenue and connecting the dead end water main along Robbins Road in this same area as detailed on our September 13, 2018 cost estimate.

Design Engineering

At this time, it is our understanding that the above referenced project will be funded with Township funds and not any federal or state grants. We will utilize topographic survey to create the base drawings for the design. Additional tasks include:

1. Water main design and drafting
2. Sidewalk design and drafting
3. Phasing and coordination to maintain existing water main operation
4. Coordinate location of proposed main and sidewalk with City of Grand Haven, Ottawa County Road Commission and Ottawa County Water Resources Commission
5. Preparation of contract documents including drawings, specifications and contractor's proposal form
6. Attend one (1) meeting with Township officials to review design
7. Preparation of regulatory agency permit applications (OCRC, OCWRC, MDEQ)
8. Engineer's Estimate
9. Provide bidding assistance

Regulatory agency permit fees are not included (per your typical practice, we assumed that the Township will pay permit fees at the time of application).

Construction Engineering

1. Attend preconstruction meeting and provide meeting minutes
2. Construction staking. We estimate a maximum of 5 days to complete the staking on this project. If additional staking is required by the Contractor, we will consult with the Township prior to providing such services and this will be considered additional work billed on a time and material basis. Per the contract documents, the Township can invoice this additional work to the contractor
3. Provide construction observation/project administration. We have included 30 hrs./week for 8 weeks for the water main and sidewalk construction. If additional time is needed we will complete this work on a time and material basis.
4. Complete material testing/density
5. Prepare Contractor pay applications and final close out documentation
6. Prepare and distribute record drawings

We are basing the construction fees on an 8 week construction period.

We propose to provide engineering services on a time and material basis, with a not to exceed fee as follows:

Design Engineering	**$ 32,500**
Construction Engineering	**$ 38,200**
Total Engineering Fees:	**$ 70,700**

Design fee does not include easements as the necessity of these will be determined during design.

Services provided will be completed according to the terms and conditions provided in the Master Agreement – 2018 Engineering Services. Following your review and approval, please provide written approval to begin professional engineering services.

If you have any questions or comments regarding these projects or estimates, please do not hesitate to call us at your convenience.

Sincerely,

Prein&Newhof

Kevin Kieft Barbara E. Marczak

Kevin S. Kieft, P.E. Barbara E. Marczak, P.E.

KSK/ksk

Professional Fees Worksheet:

Grand Haven Charter Township: Robbins Road Sidewalk and Water Main Looping - 168th to 172nd Avenue: November 26, 2018

	Total Cost
Design Engineering	
Design	
Project Administration	$1,500
Kick-off/Preliminary Design Meeting	$393
Mtg. with GH City/OCWRC to review storm/future improvements/water main	$723
Topographical Survey (Sidewalk and Water Main)	$8,730
Public and Private Utility Research and Coordination	$660
Soil Borings and Analysis	$1,900
Cross Section - Alignment	$330
Sidewalk Design Including Driveway Tie ins	$2,640
Storm Sewer/Drainage/Grading Design	$660
Watermain Design	$1,820
Soil Erosion Design	$220
MOT Design	$220
Specifications	$880
Engineer's Estimate	$660
Design Review Meetings (assume 1)	$880
Permit Application (Soil Erosion, OCRC, OCWRC, WM)	$0
Drafting	$9,000
Bidding Assistance	$723
QA/QC	$600
Subtotals	**$32,500**
Construction Engineering	
Preconstruction Video	$354
Preconstruction Meeting and Minutes	$598
Construction Staking	$7,382
Concrete/Density Testing	$1,650
Construction Observation (8 weeks of construction - 30 hrs/wk)	$19,958
Construction Administration / Progress Reports	$4,550
Payment Estimates (2)	$1,000
Onsite Meetings (2)	$560
Project Closeout/Record Plans	$2,148
Subtotals	**$38,200**
Grand Total	**$70,700**

No Easements are included: Additional Costs for Easement Sketch and Description: $1400 ea

GRAND HAVEN CHARTER TOWNSHIP

Fire/Rescue Memo

DATE: December 5, 2018

TO: Grand Haven Charter Township Board of Trustees

FROM: Chief Tom Gerencer

RE: Sale of Surplus Equipment

The Fire/Rescue Department owns two Suburban vehicles. The 2012 Suburban was used as the primary Advanced Life Support (ALS) vehicle. The 2006 Suburban was used as a First Responder vehicle, as needed.

As you may recall, the Fire/Rescue Department purchased a 2019 Ford F-250 truck as the primary ALS vehicle to replace the 2012 Suburban. This 2012 Suburban will now be used as a Basic Life Support (BLS) vehicle and will replace the 2006 Suburban.

Therefore, the Department is requesting authorization to sell the 2006 Suburban as surplus equipment. (*At the October 3rd Public Safety Committee meeting, the Committee supported a recommendation sell the 2006 Suburban as surplus equipment*.)

The estimated auction value of the 2006 Suburban is between $7,000 to $8,000.

If the Board agrees the following motion is offered:

> **Motion to authorize the Fire/Rescue Department to sell the 2006 Chevy Suburban as surplus equipment through Miedema Auction in Grand Rapids.**

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

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: December 5, 2018

TO: Township Board

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Amendment to the Parks & Recreation Plan

BACKGROUND

The Township, along with the City of Grand Haven, Spring Lake Township, Spring Lake Village, and City of Ferrysburg adopted a community-wide parks and recreation plan that is effective from 2015 – 2019.

As you know, the Township has experienced significant changes to our parks and recreation system during this time. Including 115-acres of property at the Witteveen Farm, 40-acres at the Wolfe property, the Hofma Vision, and stabilizing the shoreline at Pottawattomie Park due to extreme erosion. To seek grant funding opportunities in 2019, the Parks & Recreation Plan has to include the land and the projects.

On December 3rd the **Planning Commission approved a resolution to support** the amendment. On December 4th the **Parks and Recreation Commission adopted a motion to recommend approval** as well.

WHAT HAS CHANGED?

- Letter mailed to the other 4 municipalities that are part of the Plan
- Amended Potential Projects List
  - Hofma Preserve – Plant Native Flora
  - Hofma Park – Active Recreation
  - Pottawattomie Bayou – Stabilize Shoreline & Universal Design
- Amended Potential Project Summaries – provides a narrative of the projects listed above.
- Updated Park Inventory for Hofma Park (Hofma Preserve)
- Updated Park Inventory for Pottawattomie Park

SAMPLE MOTION

Motion to **approve and adopt** Resolution 18-12-01,
which amends the Parks and Recreation Plan.

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Ave. • Grand Haven, MI 49417
Phone: 616.842.5988 • Fax: 616.842.9419 • www.ght.org

November 19, 2018

RE: Amendment to Explore the Grand Region, a Community Parks & Recreation Plan in Northwest Ottawa County, 2015 – 2019

To Whom It May Concern:

Pursuant to the Michigan Department of Natural Resources Guidelines for the Development of Community Park, Recreation, Open Space, and Greenway Plans this letter, and the enclosed documents are being provided to each municipality that is part of this multi-jurisdictional parks and recreation plan.

Grand Haven Township intends to amend the Plan to incorporate additional land that was acquired and new potential projects that were derived based on the planning and public input processes. This included over ten Parks & Recreation Committee meetings at the request of the Township Board, which accepted public input in addition to the outreach described below.

In late 2015, the Township acquired more land to expand Hofma Park and Preserve by 155-acres bringing the total land area to 566-acres. Of this land, 115-acres is on Sleeper Street and is encumbered by donation restrictions to maintain the area in a natural state with passive recreation amenities such as trails. However, the overgrown Christmas tree farm must be removed, and the area replanted with native species. The remaining 40-acres on Ferris Street is free of encumbrances and is well-suited for active recreation.

The addition of this new land lead to a community engagement charrette known as the Hofma Vision. This three-fold outreach campaign consisted of:

1. **Social Media** – solicit responses from community members, encouraged to post comments or email the Township staff to provide input.

2. **Student Input** – a partnership was formed with the GHAPS STEM program (*science, technology, engineering, and math*) and enabled elementary school students to help design a park.

3. **Community Engagement Charrette**
    - Walk-About – two walking tours were held to explore the new land and generate ideas and gain an understanding of opportunities and challenges of the sites.

- Interactive Mosaic Design Workshop – game-like activities were created to for individuals and groups to design the parks utilizing different recreational amenities that were scaled to provide a realistic expectation of what could be included. Children were provided Lego's to build their park in addition to the mosaics.

In 2018, Township staff verified the shoreline at Pottawattomie Park is suffering from severe erosion. A map was created to show time elapsed erosion from 1994 – 2017. The loss of shoreline ranges from 32- to 45-feet. This regional park experiences a wide array of user activities including using the shoreline as a launching point and/or wading within the bayou. For this reason, the Township is working towards installing a natural shoreline that supports the Resilient Master Plan and will stabilize the erosion.

This amendment is being completed to enable the Township to apply for Grant Funding Opportunities in 2019.

Draft copies of the plan are enclosed, and can also be viewed at www.ght.org and/or during normal business hours at the Township Hall located at 13300 168th Avenue.

Please contact me if this raises further questions.

Best regards,

Stacey Fedewa, AICP

Stacey Fedewa, AICP
Community Development Director
Grand Haven Charter Township
(616) 604-6326 Direct
(616) 260-4982 Cell
sfedewa@ght.org

[Enclosure(s)]

Cc:	City of Grand Haven	[519 Washington, Grand Haven, MI 49417]
	Spring Lake Township	[106 S Buchanan, Spring Lake, MI 49456]
	Village of Spring Lake	[102 W Savidge, Spring Lake, MI 49456]
	City of Ferrysburg	[17290 Roosevelt, Ferrysburg, MI 49409]

Potential Projects List

The Amended Potential Project List is intended to replace page 164

The Potential Project List provides a list of each of the projects identified within the planning process in a priority order, with the projects of highest priority listed first. This list will assist the Township in the identification of needed funds for the development of park facilities and recreational opportunities and is meant as a guideline that may be adjusted to meet changing recreational goals and objectives.

Action Program
Grand Haven Charter Township

Park Location	Project	Comments
Hofma Preserve	Plant Native Flora	Remove non-native evergreen nursery stock (Hofma Vision)
Hofma Park	Active Recreation	Expand active recreation amenities (Hofma Vision)
Pottawattomie Park	Stabilize Shoreline & Universal Design	Create natural shoreline to stabilize erosion
Hofma Park	Stabilize Retaining Wall On Park Drive	
Bignell Park	Tree Replacement Plantings (Phased)	
Pottawattomie Park	Tree Replacement Plantings (Phased)	
Mercury Park	Tree Replacement Plantings (Phased)	
Hofma Preserve	Update Grills	
Launch	Power Off/On Enforcement Signs	
Hofma Park	Additional Parking at Soccer Field	
Hofma Park	Accessible Parking at Soccer Field	
Hofma Preserve	Larger Sign at Sleeper St. Entrance	
Hofma Park	Accessible Picnic Tables	
Pottawattomie Park	Accessible Picnic Tables	
Pottawattomie Park	Accessible Walk to Play Equipment	
Hofma Preserve	Accessible Trail Loop	
Hofma Park	Accessible Trail Loop	
Pottawattomie Park	Baby Changing Stations in Restroom	
Hofma Park	Baby Changing Stations in Restroom	
Mercury Park	Baby Changing Stations in Restroom	
All	Park Brochures	
Hofma Park	Winter Informal Parking at Ferris St.	
Hofma Park	Restripe Lot for Angled Parking	
Hofma Park	Drinking Fountain & Table at Ferris St.	
All	Park Signage Identifying Amenities	
Pottawattomie Park	Additional Parking	
Hayes Street	Kayak and Canoe Launch	
Hofma Preserve	Nature/Interpretive Center & Signage	
Brucker Street End	Street End Improvements	
Buchanan Street End	Street End Improvements	
Undetermined	Multi-Use Fields and Park	
Undetermined	Disc Golf	
Undetermined	Dog Park	
Mercury Park	Light Softball Field	
Mercury Park	Higher Fences at Player Areas	
All	Update On-Line Reservation System	
Hofma Park	Light Softball Field	
Pottawattomie Park	Historical Interpretation Signage	
Pottawattomie Park	Kayak and Canoe Launch	
Bayou Bridges	Memorial Viewing & Fishing Platform	Millhouse & Pottawattomie Bayou Bridges on Mercury Drive
Non-Motorized Pathways	Stabilize Retaining Wall on Lakeshore Dr	
Non-Motorized Pathways	Pathway on 144th Avenue	Mercury Drive south to Lincoln Street
Non-Motorized Pathways	Pathway on Buchanan Street	US-31 west to Lakeshore Drive
Non-Motorized Pathways	Pathway Connector on 152nd Avenue	Between Ferris Street and Lincoln Street
Non-Motorized Pathways	Pathway Connector on 168th Avenue	Between Buchanan Street & Ferris Street
Non-Motorized Pathways	Pathway on Groesbeck Ave	152nd Avenue west to end
Non-Motorized Pathways	Pathway on Sleeper St	168th Avenue to Hofma Preserve
Non-Motorized Pathways	Pathway on Lincoln St	Lakeshore Drive west to US-31
Non-Motorized Pathways	Pathway on Lincoln St	US-31 east to 144th Ave
Non-Motorized Pathways	Pathway Connector on US-31	Between Ferris Street and Lincoln Street
Non-Motorized Pathways	Paved Shoulder on M-45	Lakeshore Drive east to US-31
Other	Outdoor Rock Wall	
Other	Property Acquisition in South End	
Other	Large Playground Experience	
Other	Splash Pad	
Other	Zip Line	
Other	Ropes Courses	
Other	Shuffleboard	

Potential Project Summaries

The Amended Potential Project Summaries is intended to replace page 165

Hofma Park & Preserve Planting Plan

Remove existing non-native flora species and plants from an abandoned evergreen tree farm that are in poor health and have created an ecological depressed zone and replace with a variety of native species to promote a diverse ecosystem of flora and fauna. The planting plan will convert about 70 acres. In addition, the 2017 Hofma Vision included the need to install a parking lot, restrooms, and pavilion near 168th Avenue. Along with more nature trails throughout the newly replanted land.

Hofma Park & Preserve Active Recreation

On Ferris Street, west of the existing active recreation, the Hofma Vision calls for numerous amenities to support local athletics. Including, multi-sports fields, pickleball courts, baseball fields, and unique playground equipment such as a rock wall and ropes course. To promote these community-oriented amenities pavilions, restrooms, bleachers, benches, and parking will be installed. More trails will be constructed to provide more connections to the existing trail system. Interpretive and wayfinding signage will be added to guide users throughout the site. Lastly, more native plantings will be added to give cohesion throughout the expansive Hofma Park & Preserve including a wildflower field to support declining species such as the monarch butterfly.

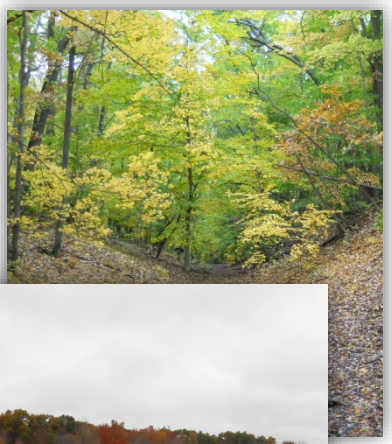
Pottawattomie Park Shoreline Stabilization & Universal Design

The shoreline along Pottawattomie Bayou has experienced extreme soil erosion. Utilizing nature-based solutions the shoreline will be stabilized by planting native to encourage soil retention, ensuring water quality, and preserving the remaining shoreline. Interpretive signs will also be installed to educate users on protecting, managing, and restoring healthy coastal habitats. To ensure all members of the community can enjoy this park, the water-based amenities will be replaced with those promoting universal design.

Hofma Park (Hofma Preserve)

Grand Haven Township
15581 Ferris Street (16295 Sleeper St)
566 Acres

The Amended Recreation Inventory is intended to replace pages 74 – 75



Overview

Hofma Park and Hofma Preserve are located adjacent to each other on the Pottawattomie Bayou encompassing approximately 566 acres.

The Ferris Street Park entrance provides access and parking areas for the active sports area. A trailhead is located at the north end of the parking lot providing access to the preserve. The second parking area and trailhead at Hofma Preserve are accessed via Sleeper Street. Both the Park entrance on Ferris Street, and the Preserve entrance on Sleeper Street have direct access to the Non-Motorized Pathway System.

With its extensive size and quality of natural areas, the park serves a regional population, and is not limited to Township residents. The Park and Preserve contain several miles of trails, including a boardwalk which traverses Pottawattomie Bayou and surrounding wetlands. The trail system allows visitors to enjoy a variety of wetland and upland wooded ecosystems.

In 2015, the Township acquired two additional swaths of property—115 acres on Sleeper Street and 40 acres on Ferris Street. The 115 acre property was home to an evergreen tree farm for decades prior to obtaining ownership. Consequently, existing plants were spaced in a close grid pattern resulting in overgrowth, poor health, and almost a complete lack of wildlife. The Township intends to remove the non-native species of evergreens, thin the remaining trees, and begin replanting new native species

Hofma Park (Hofma Preserve)

Grand Haven Township
15581 Ferris Street (16295 Sleeper St)
566 Acres

based on the recommendations of an accredited forester and senior wildlife biologist, to promote a healthy and diverse ecosystem of both flora and fauna. The majority of this donated property must be left in a natural state based on the stipulations included with the land donation agreement. The 40 acres on Ferris Street was acquired through the Michigan Natural Resource Trust Fund.

The additional land enabled the Township to conduct a community-wide design charrette known as the Hofma Vision, which will be utilized as a guiding document for all future development decisions, which will be a blend of passive, and active, recreation. This method will continue to preserve, and showcase, the floodplain, wetland, and upland wooded areas this community has come to enjoy.

Amenities and Facilities

Hofma Park

- Soccer Field (used for league play)
- Adult Softball Field (used for league play)
- Picnic Tables
- Play Equipment
- Basketball court
- Restrooms

Hofma Preserve

- Picnic Tables
- Play Equipment
- Restroom
- Foot trails
- Boardwalk

ADA Accessibility

The public parking, restrooms, picnic, and play areas are all accessible. The trails are natural materials and are not fully accessible for all persons. The ball diamonds and soccer field were constructed prior to ADA accessibility considerations and are not accessible for play, but are accessible for most viewing options.

Pottawattomie Park

Grand Haven Township
15600 Comstock Street
20.83 Acres

The Amended Recreation Inventory is intended to replace page 79

Overview

Pottawattomie Park is a 21 acre park located on the Pottawattomie Bayou of the Grand River. The park, a former 4-H camp, was donated to the Township in 1989 and serves as a neighborhood, and regional, park. The park provides pavilion facilities for large gatherings, fishing, wading, kayak launching, and active recreation such as volleyball and soccer. The non-motorized path was extended into the park from Comstock Street to link the park with the pathway network.

The Township plans to address the significant erosion of the shoreline around the public access area through the planting of native species and implementation of natural shoreline techniques. Interpretive signage will aid users in understanding how to preserve the natural features of the area. This project will also focus on the installation of universal access features to enable individuals of all abilities to enjoy the park.

Amenities and Facilities

- Three Picnic Pavilions
- Boardwalk Fishing Pier
- Small Wading Beach
- All Purpose Field
- Drop-in Canoe & Kayak Area
- Restrooms
- Play Equipment
- Parking
- Sand Volleyball
- Horseshoes

ADA Review

The park facilities are ADA accessible except for the canoe and kayak facilities and into water wading.

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 – 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 10th day of December 2018, at 7:00 p.m., local time.

After certain matters of business had been completed, Supervisor Reenders announced the next order of business was the consideration of a Resolution to Approve the Parks & Recreation Plan Amendment.

The proposed resolution was discussed by the members of the Board, and after discussion was completed the following resolution was offered by _____ and seconded by _____.

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 18-12-01

RESOLUTION APPROVING THE
PARKS & RECREATION PLAN AMENDMENT

WHEREAS, the Charter Township of Grand Haven has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2015 through 2019, and

WHEREAS, the Township began the process of developing a plan amendment in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

WHEREAS, residents of the Township and the Northwest Ottawa County Area were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the plan amendment for a period of at least two weeks, and

WHEREAS, a public hearing was held on December 10, 2018 at the Grand Haven Charter Township Hall to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the Amendment – Explore the Grand Region, a Community Parks & Recreation Plan in Northwest Ottawa County, 2015 – 2019, and

WHEREAS, the Township has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the Township, and Northwest Ottawa County, and

WHEREAS, after the public hearing, the Grand Haven Charter Township Board of Trustee's voted to adopt said Amendment – Explore the Grand Region, a Community Parks & Recreation Plan in Northwest Ottawa County, 2015 – 2019.

NOW, THEREFORE BE IT RESOLVED the Grand Haven Charter Township Board of Trustee's hereby adopts the Amendment – Explore the Grand Region, a Community Parks & Recreation Plan in Northwest Ottawa County, 2015 – 2019.

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED APPROVED ON DECEMBER 10, 2018.

_____
Laurie Larsen, Township Clerk
Grand Haven Charter Township

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, 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 10th day of December 2018. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

_____
Laurie Larsen, Township Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

SUPERINTENDENT'S MEMO

DATE: November 29, 2018

TO: Township Board

FROM: Cargo

SUBJECT: Opt-Out Ordinance Regarding Commercialization of Recreational Marijuana

Proposal 1 – or what is now known as the Michigan Regulation and Taxation of Marihuana Act (MRTMA) – was approved by voters within the State of Michigan with about 57% of the vote. However, it is noted that the ballot measure failed in both Ottawa County (*with **57.6%** voting "No"*) and in Grand Haven Charter Township (*with **51.2%** voting "No"*).

Pursuant to direction from the Township Board, attached please find an ordinance from the Township's legal firm (*i.e., Dickinson Wright*) that will allow the Township to "opt out" of the commercialization of marijuana by prohibiting marihuana establishments as defined under the Michigan Regulation and Taxation of Marihuana Act. (*A second zoning ordinance amendment that repeats the prohibition of marihuana facilities will have a public hearing by the Planning Commission on Monday, December 3rd.*)

It is important to understand both what the "Opt-Out" ordinance prohibits and, also, what it does not prohibit. Specifically, the "Opt-Out" ordinance DOES NOT:

1. Prohibit Individual Cultivation or Possession of Marihuana. The ordinance does not prohibit individual cultivation (*up to 12 plants within their home*) or possession (*up to 2.5 ounces outside of home and 10 ounces within their home*) of marihuana by people 21 years of age and older.

2. Prohibit Sale of Marihuana Accessories.

3. Prohibit Individual Use on Private Property. The Township cannot prohibit use by a person 21 years of age and older within that person's property and cannot prohibit use of marihuana on private property where the owner, occupier or manager has not prohibited its use – and that is not accessible to people under 21 years of age. For example, a hookah lounge that sells marihuana accessories, as noted above in 2, but is not licensed to sell marihuana, would, as long as the business is restricted to people 21 years of age and older, be able to allow people to bring and use personal supplies of marihuana.

4. Prevent the Transfer of Marihuana. Residents may transfer marihuana – without remuneration – up to 2.5 ounces of marihuana and not more than 15 grams of marihuana concentrate to a person 21 years of age or older as long as the transfer is not advertised or promoted to the public (*e.g., friend to friend*).

5. Prohibit Transportation of Marihuana. The Township cannot prohibit the transport of marihuana through the Township – regardless of whether the Township completely prohibits recreational marihuana establishments from locating in the Township.

The "Opt-Out" Ordinance DOES:

1. Completely Prohibit the Commercialization of Marihuana within the Township. By adopting the "Opt-Out" ordinance, the Board is completely prohibiting **commercial** establishments that produce or transport or sell marihuana within the Township′s municipal boundaries.
2. Disqualify the Township from any Marihuana Revenues Distributed by the State. Approximately 15% of the 10% excise tax on marihuana sales will be distributed to local units that allow commercial marijuana establishments. For example, if a retail marihuana store had $5 million of sales, the Township would qualify for about $75,000 of revenues and a licensing fee of not more than $5,000. The $80,000 maximum revenues in this example represents about **6/10ths of 1%** of current gross Township revenues.

And finally, petition signatures of qualified electors of the Township in an amount greater↑ than 5% of votes cast for governor in the most recent gubernatorial election could initiate a referendum to over-ride this "Opt-Out" ordinance and provide for marihuana establishments within the Township.

To proceed with the adoption of the "Opt-Out" ordinance, the following motion can be offered – which requires a roll call vote:

Move to approve and adopt the "Opt-Out" ordinance that prohibits commercial establishments that produce or transport or sell marihuana and prohibits the consumption of marihuana in public places within the Township′s municipal boundaries. This is the second reading.

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

35.0650 **DRUG PARAPHERNALIA AMENDMENT**
AND MARIHUANA REGULATION ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN

An Ordinance to amend the Drug Paraphernalia Ordinance; to prohibit marihuana establishments; to prohibit the sale and consumption of marihuana in public places; to prescribe penalties for the violation of this Ordinance; and to provide for an effective date of this Ordinance.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN ORDAINS:

35.0651 **Sec. 1** **DRUG PARAPHERNALIA ORDINANCE AMENDMENT**

The Township's Drug Paraphernalia Ordinance is repealed to the extent it is preempted by the Michigan Regulation and Taxation of Marihauna Act (the "MRTMA").

35.0652 **Sec. 2** **PROHIBITION OF MARIHUANA ESTABLISHMENTS**

1. Pursuant to the provisions of Section 6.1 of the MRTMA, marihuana establishments, as defined by the MRTMA, are completely prohibited within the boundaries of the Township.

2. Any applicant for a state or local license to establish a marihuana establishment, as defined by the MRTMA, within the boundaries of the Township shall be deemed to be not in compliance with this Ordinance.

3. This Section does not supersede rights and obligations with respect to the transportation of marihuana through the Township to the extent provided by the MRTMA and does not supersede rights and obligations under Michigan law.

35.0653 **Sec. 3** **PROHIBITION ON SALE AND CONSUMPTION OF MARIHUANA IN PUBLIC PLACES**

1. In conformance with Sections 4.1(e) and 6.2(b) of the MRTMA, the sale or consumption of marihuana in any form and the sale or display of marihuana accessories, as defined by the MRTMA, is prohibited in any public places within the boundaries of the Township.

2. Any person who violates any of the provisions of this Section shall be responsible for a municipal civil infraction punishable by a civil fine of $500, plus court-imposed costs.

3. This Section does not supersede rights and obligations with respect to the transfer and consumption of marihuana on private property to the extent authorized by the person who owns, occupies, or operates such property, as provided in and authorized by the MRTMA, and does not supersede rights and obligations with respect to the use of marihuana for medical purposes as provided by any law of the State of Michigan allowing for or regulating marihuana for medical use.

35.0654 Sec. 4 SEVERABILITY

This Ordinance and its various parts, sections, subsections, sentences, phrases, and clauses are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the Ordinance shall not be affected. The captions included at the beginning of each section are for convenience only and shall not be considered a part of this Ordinance.

35.0655 Sec. 5 REPEAL

All resolutions, ordinances, orders, or parts of any of them in conflict in whole or in part with any of the provisions of this Ordnance are, to the extent of such conflict, repealed.

35.0656 Sec. 6 ADMINISTRATIVE LIABILITY

No officer, agent, or employee of the Township or member of the Township Board shall be personally liable for any damage which may occur to any person or entity as a result of any act or decision performed in the discharge of duties and responsibilities pursuant to this Ordinance.

35.0657 Sec. 7 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on December 10, 2018, after introduction and a first reading on November 26, 2018, and publication after such reading as is required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, 201__.

_____	_____
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 Drug Paraphernalia Amendment and Marihuana

Regulation Ordinance was adopted at a regular meeting of the Township Board held on December 10, 2018. 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 _____, 201__.

_____
Laurie Larsen, Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: December 4, 2018

TO: Township Board

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Crossroads Acres – Rezoning Application – RR to AG

BACKGROUND

The applicant, Dave Reenders, of Crossroads Acres LLC, requests to rezone his 40-acre parcel, 11101 144th Avenue (70-07-25-200-017), from Rural Residential (RR) to Agricultural (AG). The property has been an active blueberry farm for many years, and the applicant needs to construct additional buildings, some for migrant housing, and that is only permissible within the AG district. The **Planning Commission recommended the Board approve** the application on November 19th and the Board held a first reading on November 26th.

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 adjacent zoning is:

Direction	Current Zoning	Existing Use
North	R-2	Single Family
South	AG	Agriculture
East*	A-1	Single Family & Vacant
West	AG	Agriculture

** Robinson Township Zoning*

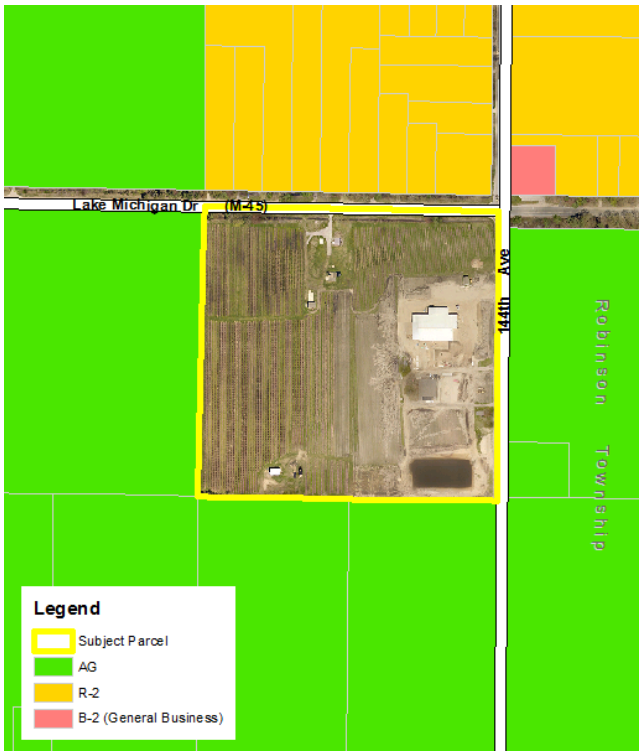
The 2016 Future Land Use Map has master-planned the subject parcel for Agricultural Preservation (AP), which aligns with the applicant's proposal.

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 Statement of Purpose for the AG district:

- The AG Agricultural District is designed for those open areas of the Township where farming, dairying, forestry operations and other rural type activities exist and should be preserved or encouraged. Large vacant areas, fallow land and wooded areas may also be included. Although the demand for other uses in these districts may ultimately outweigh their use as zoned, any such zoning changes should be made cautiously with the realization that adequate food supply is essential to the health and welfare of the Township, County, State, and Nation. This district is not intended to be used for residential housing; although some residential housing is allowed, it is permitted when subordinate to some other agricultural use which is being conducted on the parcel or lot.



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 in AG are not intended to have public utilities or paved roads. The north property line does abut a paved trunkline, but the main entrance for the farm operation is on 144th Avenue, which is unpaved.

SAMPLE MOTION

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

> **Motion** to **approve** the Zoning Map Amendment Ordinance concerning the rezoning of 11101 144th Avenue from Rural Residential (RR) to Agricultural (AG). **This is the second reading.**

Please contact me if this raises questions.

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: December 4, 2018

TO: Township Board

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Text Amendment – Accessory Buildings & Miscellaneous

BACKGROUND

On October 22nd the Board held a first reading concerning several text amendments recommended for approval by the Planning Commission, Zoning Ordinance Update Committee, and staff. However, the Board requested the Planning Commission review the proposal again based on feedback that was provided.

On November 19th the Planning Commission met, discussed the matters again, and have adopted another motion recommending the Board approve the enclosed text amendment. On November 26th the Board held a first reading.

TEXT AMENDMENT

Setbacks

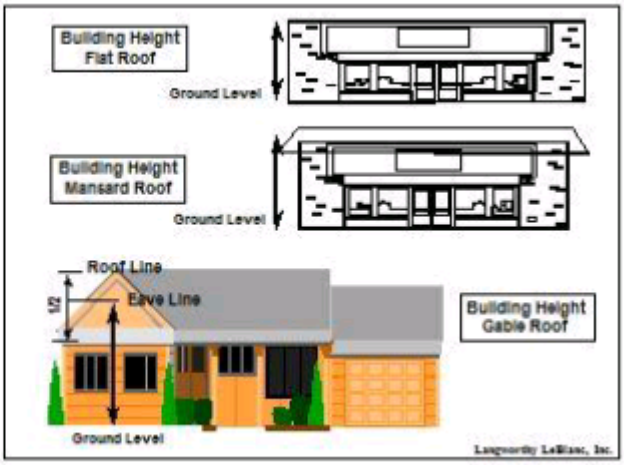
Accessory Building or Structure Area (interior sqft)	SETBACKS			
	Principal Building	Side Lot Line	Rear Lot Line	Other Accessory Structure(s)
200 or less	5 feet	5 feet	5 feet	5 feet
201 – 600	10 feet	10 feet	10 feet	10 feet
601 – 2,000	15 feet	15 feet	15 feet	15 feet
2,001 or more	25 feet	25 feet	25 feet	25 feet
Shall be setback at least twenty-five (25) feet from any road right-of-way				

Height

It was discovered that GHT was the only NW Ottawa community that had two different forms of measuring height—one for main buildings and another for accessory buildings. The Commission recommends the following be used as the standard measurement of height for all buildings within the Township:

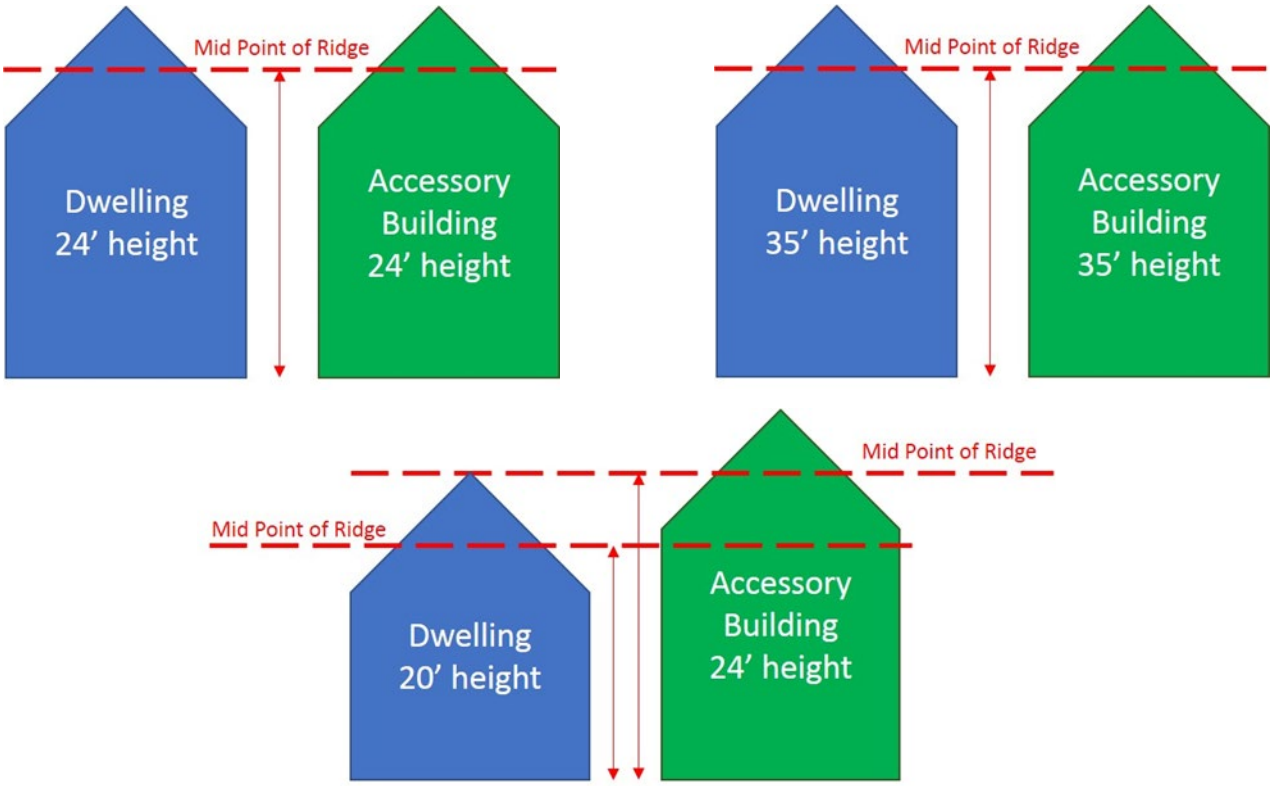
BUILDING HEIGHT

The vertical distance from the established **GRADE** at the center of the front of the **BUILDING** to the highest point of the roof surface for flat roofs; to the deck-line for mansard roofs, and to the mean height level between eaves and ridge for gable, hip, and gambrel roofs.



Regarding the permitted height for accessory buildings, the following is recommended, and 3 illustrations are provided to give more clarity.

Lot Size	Height Restriction
All	24 ft, or the height of the principal building, whichever is greater (*see 3 blue/green illustrations*)



Maximum Number of Buildings

Lot Area in Acres	Maximum Number
Less than one (1) acre	2
One (1) acre, but less than ten (10) acres	3
Ten (10) acres, but less than twenty (20) acres	4
Every additional ten (10) acres	1 per 10 acres

Exemptions & Prohibitions

The only minor changes included adding semi-trailer to the list of prohibited structures and clarifying these were only related to residential lots.

PROCESS TO EXPAND LEGALLY NON-CONFORMING USES

The Board was supportive of the concept, but not the method. This was discussed at length by the Planning Commission, staff, and Attorney Bultje. The following is recommended:

1. Address via a Special Land Use.
2. Amend the existing "Enlargement or Increase or Extension of a Non-Conforming Use.
3. Add 5 caveat restrictions to severely limit the number of possible applicants:
    a. Use was lawfully approved under a prior ordinance.
    b. Ownership has been retained since the original application was approved.
    c. Use must be in existence, and still present, on the original parcel of land.
    d. Must demonstrate that no other feasible alternatives exist to obtain the highest and best use.
    e. Planning Commission has discretion to allow more than a 25% enlargement, increase, or expansion after carefully considering if it will:
        i. Substantially interfere with the use of other properties in the surrounding neighborhood;
        ii. Significantly compromise the ability of the Township to effectuate the goals and purposes of the Master Plan;
        iii. Extent of the incompatibility of the expansion with the Master Plan; and
        iv. Extent of cohesiveness with the adjacent land uses.

This method intentionally does not contain a time limit. The few cases that may be eligible for this special land use will be quite a few years old. Other projects, that may not meet the criteria above,

and were stalled within the last handful of years already have avenues in place to complete their projects within the non-conforming chapter.

SAMPLE MOTIONS

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

> **Motion** to **approve** the Zoning Text Amendment Ordinance (*draft date 11/20/18*) to replace the Accessory Buildings and Structure section of the General Provisions Chapter, and the Enlargement or Increase or Extension of a Non-Conforming Use in the Special Land Use Chapter. **This is the second reading**.

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

> **Motion** to **deny** the proposed Zoning Text Amendment Ordinance to replace the Accessory Buildings and Structure section of the General Provisions Chapter and the Enlargement or Increase or Extension of a non-Conforming Use in the Special Land Use Chapter.

If the 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.

Draft Date
11/20/18

ORDINANCE NO. ____

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, CONCERNING ACCESSORY BUILDINGS AND STRUCTURES STANDARDS IN THE GENERAL PROVISIONS CHAPTER; AMENDING THE ENLARGEMENT OR INCREASE OR EXTENSION OF A NON-CONFORMING USE 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. General Provisions Chapter – Accessory Buildings and Structures. Section 20.03 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

SECTION 20.03 ACCESSORY BUILDINGS AND STRUCTURES

1. **Prohibited Accessory Buildings and Structures.** The following shall not be used as an accessory structure on any residential lot:

   A. Shipping containers, include semi-trailers;

   B. Manufactured mobile homes;

   C. Inoperable vehicles;

   D. Boats or other watercraft; and

   E. Recreational Vehicles (RVs)/motor homes/travel trailers.

2. **Exempt Accessory Buildings and Structures.** The following accessory structures shall be exempt from the regulations of this section, except for the regulations listed below.

   A. **Childhood Amenities.** Playground equipment, treehouses, lemonade stands, playhouses, and other similar amenities shall be exempt from this section, except they must be setback at least three (3) feet from all side and rear lot lines.

B. **Structures without Walls.** Gazebos, pergolas, and other permanent structures without walls shall be exempt from this section, except they must maintain the required setbacks for accessory structures.

C. **Elevated Walkways.** Elevated walkways that meet the standards of the Michigan Department of Environmental Quality to be constructed in a Critical Dune Area, High Risk Erosion Area, regulated Wetland, or regulated Floodplain shall be exempt from this section.

3. **Accessory Buildings and Structures.**

A. **Zoning Districts.** Accessory buildings and structures may be erected in any zoning district only as an accessory to an existing principal building (which includes being built simultaneously with the construction of the principal building).

B. **Principal Building Requirement.** Accessory buildings and structures may not be constructed, or if constructed may not remain, on a lot without a principal building. The Zoning Administrator shall have the authority to grant a temporary exception to this prohibition, subject to reasonable conditions, if the Zoning Administrator finds the temporary exception is consistent with the purposes of this Ordinance, as described in Section 1.02.

C. **Elements of the Principal Buildings.** All buildings and portions of buildings connected to the principal building shall be considered an element of the principal building (e.g., an attached garage), and shall therefore comply in all respects with the requirements of this Ordinance that apply to the permitted principal building, including but not limited to setback requirements, unless specifically stated to the contrary herein. The term "connected" shall mean the space shares a common wall with the principal building, or is connected by an enclosed breezeway.

D. **Permitted Uses.** Permitted uses of residential accessory buildings include storage of utility trailers, personal vehicles, recreation vehicles or equipment, yard maintenance equipment and machinery; or greenhouses or workshops for personal use, enjoyment, and pleasure of the residents of the dwelling unit.

E. **Residential Purposes.** All uses for residential accessory buildings and structures must be accessory to the use of the dwelling unit.

F. **Number of Accessory Buildings and Structures.** The number of accessory buildings shall comply with the table below.

Lot Area in Acres	Maximum Number
Less than one (1) acre	2
One (1) acre, but less than ten (10) acres	3
Ten (10) acres, but less than twenty (20) acres	4
Every additional ten (10) acres	1 per 10 acres

G. **Size Requirements.** The total floor area (defined below) of the allowed residential accessory building(s) shall be dependent on the lot area, as outlined in the table below.

Lot Area in Acres	Maximum Total Floor Area of the Allowed Accessory Building
Less than one-half (½) acre	600 square feet
One-half (½) acre, but less than one (1) acre	1,000 square feet
One (1) acre, but less than two (2) acres	1,500 square feet
Two (2) acres, but less than five (5) acres	2,000 square feet
Five (5) acres, but less than ten (10) acres	2,500 square feet
Ten (10) acres, but less than fifteen (15) acres	3,000 square feet
Fifteen (15) acres, but less than twenty (20) acres	3,500 square feet
Twenty (20) acres or more	4,000 square feet
Every additional five acres:	2,000 additional square feet

The term "total floor area" as used in this subsection means the sum total useable floor area of the ground floor of all residential accessory buildings situated or permitted on a lot. Total floor area also includes the area under an attached lean-to structure, or roof overhang greater than three (3) feet, or other similar sheltered area.

H. **Height Restrictions.** An accessory building can be up to twenty-four (24) feet in height, or the height of the principal building, whichever is greater. See Section 2.03 – Building Height, for measurement method.

I. **Setbacks.**

1) Setbacks shall be measured from the foundation of the accessory building or structure. A cantilever or overhang may extend no more than three (3) feet into the required setback.

2) Accessory buildings and structures shall be setback in accordance with the following table:

Accessory Building or Structure Area (interior sqft)	SETBACKS			
	Principal Building	Side Lot Line	Rear Lot Line	Other Accessory Structure(s)
200 or less	5 feet	5 feet	5 feet	5 feet
201 – 600	10 feet	10 feet	10 feet	10 feet
601 – 2,000	15 feet	15 feet	15 feet	15 feet
2,001 or more	25 feet	25 feet	25 feet	25 feet
Shall be setback at least twenty-five (25) feet from any road right-of-way				

J. **Location Requirements.**

a. Accessory buildings and structures are not permitted in the front yard, or any required side yard.

b. Accessory buildings and structures shall not occupy more than twenty-five (25%) percent of the rear yard.

2. **Non-residential Accessory Buildings and Structures.**

A. **Zoning Districts.** Non-residential accessory buildings and structures may be erected in any non-residential zoning district only as an accessory to an existing principal building (which includes being built simultaneously with the construction of the principal building).

B. **Principal Building Requirement.** Accessory buildings and structures may not be constructed, or if constructed may not remain, on a lot without a principal building.

C. **Elements of the Principal Building.** If the function of an accessory building is integrated into the permitted principal building, the space

shall comply in all respects with the requirements of this ordinance that apply to the permitted principal building, including but not limited to setback requirements, unless specifically stated to the contrary herein.

D. **Size Requirements**.

1) The term "total floor area" as used in this subsection, means the total useable floor area of the ground floor of all accessory buildings situated or permitted on a lot.

2) The total floor area occupied by the accessory buildings may exceed the gross floor area of the principal building on the lot.

E. **Height Restrictions.** No accessory building or structure shall exceed the building height for principal buildings in the district in which it is located.

F. **Location Requirements.**

1) Except for canopy roofs, as defined in this Ordinance, accessory buildings or structures are not allowed in any front yard or any required side yard.

2) Accessory buildings and structures shall not occupy more than twenty-five percent (25%) of the rear yard.

G. **Setbacks.**

1) Setbacks shall be measured from the foundation of the accessory building or structure. A cantilever or overhang may extend no more than three (3) feet into the required setback.

2) Accessory buildings shall comply with the setbacks of the underlying zoning district.

3) An accessory building shall be setback at least:

a) Twenty-five (25) feet from the principal building.

b) Eighteen (18) feet from another accessory building.

H. **Canopy roofs.**

1) Canopy roofs such as those for gas pump islands accessory to automobile service stations and other uses, drive-in restaurants, banks, and other similar uses shall be permitted to encroach into any required yard, provided that a minimum setback of fifteen (15) feet is maintained from any property line.

2) The height of the canopy roof shall not exceed fourteen (14) feet and shall be open on all sides.

3) The colors and design of the canopy shall be compatible with the principal building on the lot.

4) Lighting on, or within, the canopy shall comply with the requirements of Chapter 20A of this Ordinance.

5) Signs on the canopy shall comply with the wall sign provisions of Chapter 24 of this Ordinance. (amend. by ord. no. 514 eff. November 4, 2012)

Section 2. Special Land Uses Chapter – Enlargement or Increase or Extension of a Non-Conforming Use. Section 19.07.46 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

SECTION 19.07 SPECIAL LAND USE SPECIFIC REQUIREMENTS

46. Enlargement or Increase or Extension of a Non-Conforming Use.

A. The enlargement or increase or extension is reasonable based upon a consideration of the area of the original non-conforming use.

B. The enlargement or increase or extension shall not substantially interfere with the use of other properties in the surrounding neighborhood for the uses for which they have been zoned, or with the use of such other properties in compliance with the provisions of this Ordinance.

C. The enlargement, increase or extension shall not significantly compromise the ability of the Township to effectuate the goals and purposes of its Master Plan. The Planning Commission shall consider the extent of the incompatibility of the enlargement, increase or extension with the Master Plan and shall, if it grants an enlargement, increase or extension at all, use the extent of the incompatibility for determining the percentage of allowable

enlargement, increase or extension. A correspondingly lesser percentage of enlargement, increase or extension may be granted when the extent of incompatibility is greater. A correspondingly greater percentage of enlargement, increase or extension may be granted (but no more than 25 percent) when the extent of incompatibility is less. (amend. by ord. no. 377 eff. June 21, 2003)

D. Non-Conforming Uses Lawfully Approved Under Previous Ordinance.

1) Applicant shall demonstrate the proposed enlargement, increase, or extension was lawfully approved under a prior ordinance.

2) Applicant shall demonstrate that ownership in the real property has been retained since the original application was approved.

3) The non-conforming use made part of the application shall be in existence and still present on the original parcel of land.

4) Applicant shall demonstrate that no other feasible alternatives exist on the subject property to obtain the highest and best use.

5) Planning Commission shall consider the cohesiveness with the surrounding area, subsections B and C above, and shall have discretion to increase the percentage allowed to enlarge, increase, or extend the non-conforming use, beyond twenty-five (25%) percent, notwithstanding the limits in Section 25.01.1.A of this Ordinance.

Section 3. 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 _____, 2018, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on _____, 2018, 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 _____, 2018, 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 _____, 2018. 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 _____, 2018.

_____
Laurie Larsen, Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: December 4, 2018

TO: Township Board

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Text Amendment – Prohibit Recreational Marihuana Establishments

BACKGROUND

Per the Board's directive—prohibiting recreational marihuana establishments—on December 3rd the **Planning Commission adopted a motion recommending the Board approve** the zoning text amendment.

The proposed text amendment is enclosed for review.

SAMPLE MOTION

> **Motion** to **present and postpone** the Zoning Text Amendment Ordinance (*draft date 11/28/18*) to add the Prohibition of Recreational Marihuana Establishments to the General Provisions Chapter. Further action will be postponed until January 14th when I will be considered for adoption. **This is the first reading**.

Please contact me if this raises questions.

Draft Date
11/28/18

ORDINANCE NO. _____

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, BY ADDING A NEW SECTION TO THE GENERAL PROVISIONS CHAPTER TO PROHIBIT RECREATIONAL MARIHUANA ESTABLISHMENTS; AND BY PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. General Provisions Chapter – Marihuana Establishments. Section 20.26, "Prohibition of Recreational Marihuana Establishments," is added to Chapter 20 of the Grand Haven Charter Township Zoning Ordinance to state in its entirety as follows:

SECTION 20.26 PROHIBITION OF RECREATIONAL MARIHUANA ESTABLISHMENTS

1. Marihuana establishments, as authorized by, and defined in, the Michigan Regulation and Taxation of Marihuana Act ("MRTMA"), are prohibited in all zoning districts, and shall not be permitted as home occupations under this Ordinance.

2. No use that constitutes or purports to be a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana related business authorized by the MRTMA, that was engaged in prior to the enactment of this Section in the Ordinance, shall be deemed to have been a legally established use under this Ordinance; that use shall not be entitled to claim legal nonconforming status.

3. This Section does not supersede rights and obligations with respect to the transportation of marihuana by marihuana secure transporters through the Township to the extent provided by the MRTMA, and does not supersede rights and regulations with respect to medical marihuana facilities established pursuant to the Michigan Medical Marihuana Act.

Section 2. 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 January 14, 2019, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on December 10, 2018, 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 _____, 2019, 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 January 14, 2019. 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 January 18, 2019.

_____
Laurie Larsen, Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

MANAGER'S MEMO

DATE: December 3, 2018

TO: Township Board

FROM: Bill Cargo

SUBJECT: Re-Stated Ordinances – Pension Plan and Deferred Compensation Agreement

Grand Haven Charter Township has two ordinances that relate to employees and retirement (*i.e., Ordinance 7 from 1975 and Ordinance 45 from 1981*).

When the Township changed to the Michigan Employees' Retirement System (MERS) during 2017 for both the full-time employees' defined contribution pension plan and the deferred compensation program, both of these ordinances should have been updated. This oversight was noticed during the collective bargaining process with the local IAFF.

Both of the attached drafts restate their respective ordinances and make no changes to the MERS plans previously approved by this Board. Further both proposed ordinances are now worded so that revisions can be approved to their respective adoption agreement and participation agreement without an ordinance amendment being necessary.

To proceed with the adoption of these re-stated ordinances, the following two (2) motions can be offered as a first reading:

Motion to postpone further consideration of the proposed ordinance that restates the Township's Defined Contribution Pension Plan Ordinance until the January 14th Board meeting. This is a first reading.

Motion to postpone further consideration the of proposed ordinance that restates the Township's Deferred Compensation Agreement Ordinance until the January 14th Board meeting. This is a first reading.

Please contact me if you have any questions or comments prior to the Board meeting.

12.0500 **DEFERRED COMPENSATION AGREEMENT RESTATEMENT ORDINANCE CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN**

ord. no. _____ eff. _____

An Ordinance to restate and replace in its entirety Ordinance No. 45, effective August 13, 1981, and to create and establish a MERS 457 Program through the Municipal Employees' Retirement System (MERS) of Michigan for eligible employees of the Charter Township of Grand Haven and to authorize the Township Superintendent to enter into an agreement in the name of the Township for the plan; and to repeal all ordinances or parts of ordinances in conflict with this Ordinance.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN ORDAINS:

12.0501 **Sec. 1** **TITLE**

This Ordinance shall be titled for convenience as the "Grand Haven Charter Township Deferred Compensation Agreement Restatement Ordinance."

12.0502 **Sec. 2** **NON-QUALIFIED DEFERRED COMPENSATION PLAN**

The Township by this Ordinance confirms the termination of the deferred compensation plan established by Ordinance No. 45, and further confirms the establishment of a MERS 457 Program (the "New Plan") through the MERS 457 Participation Agreement (the "Agreement"), currently effective May 1, 2017 but as subsequently amended by the Township and accepted by MERS. The Township authorizes the Township Superintendent to contract, in the name of the Township subject to the approval of the Township Board, as required to terminate the plan established by Ordinance No. 45, to establish the New Plan, and to amend the New Plan.

12.0503 **Sec. 3** **NEW PLAN DETAILS**

The details of the New Plan shall be set forth in the Agreement, as amended from time to time.

12.0504 **Sec. 4** **REPEAL**

All resolutions, ordinances, orders, or parts of any of them in conflict in whole or in part with any of the provisions of this Ordinance are, to the extent of such conflict, repealed.

12.0505 **Sec. 5** **EFFECTIVE DATE**

This Ordinance was approved and adopted by the Township Board on _____, 201__, after introduction and a first reading on

_____, 201__, and publication after such reading as is required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, 201__.

_____	_____
Mark Reenders	Laurie Larsen
Township Supervisor	Township Clerk

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Deferred Compensation Agreement Restatement Ordinance was adopted at a regular meeting of the Township Board held on _____, 201__. 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 _____, 201__.

_____
Laurie Larsen, Clerk
Grand Haven Charter Township

12.0300 **PENSION PLAN RESTATEMENT**
ORDINANCE/RETIREMENT PLAN ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN
ord. no. _____ eff. _____

An Ordinance to restate and replace in its entirety Ordinance No. 7, effective July 21, 1975, and to create and establish a Defined Contribution Plan through the Municipal Employees' Retirement System (MERS) of Michigan for the eligible employees of Grand Haven Charter Township and to authorize the Township Superintendent to contract, in the name of the Township, for such plan; and to repeal all ordinances or parts of ordinances in conflict with this Ordinance.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN ORDAINS:

12.0301 **Sec. 1** **TITLE**

This Ordinance shall be titled for convenience as the "Grand Haven Charter Township Pension Plan Restatement Plan Ordinance;" but it shall be cited for clarity as "The Grand Haven Charter Township Retirement Plan Ordinance."

12.0302 **Sec. 2** **PLAN TERMINATED AND PLAN ESTABLISHED**

The Township by this Ordinance confirms the termination of the pension plan established by Ordinance No. 7, and further confirms the establishment of a defined contribution plan (the "New Plan") with MERS through a MERS Defined Contribution Plan Adoption Agreement (the "Adoption Agreement"), currently effective May 1, 2017 but as subsequently amended by the Township and accepted by MERS. The Township authorizes the Township Superintendent to contract, in the name of the Township subject to the approval of the Township Board, as required to terminate the pension plan established by Ordinance No. 7, to establish the New Plan, and to amend the New Plan.

12.0303 **Sec. 3** **NEW PLAN DETAILS**

The details of the New Plan shall be set forth in the Adoption Agreement, as amended from time to time.

12.0304 **Sec. 4** **REPEAL**

All resolutions, ordinances, orders, or parts of any of them in conflict in whole or in part with any of the provisions of this Ordinance are, to the extent of such conflict, repealed.

12.0305 Sec. 5 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on _____, 201__, after introduction and a first reading on _____, 201__, and publication after such reading as is required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, 201__.

_____	_____
Mark Reenders	Laurie Larsen
Township Supervisor	Township Clerk

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Pension Plan Restatement Ordinance/Retirement Plan Ordinance was adopted at a regular meeting of the Township Board held on _____, 201__. 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 _____, 201__.

_____
Laurie Larsen, Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

SUPERINTENDENT'S MEMO

DATE: December 6, 2018

TO: Township Board

FROM: Cargo and Sandoval

SUBJECT: Final Budget Amendments – FY2018

Attached, please find the proposed final budget amendments for the 2018 Fiscal Year and the resolution necessary to adopt the changes.

Specifically, the following amendments are proposed:

1) The **General Fund** revenues are increased↑ by **$61,970** the majority of which is related to higher↑ than anticipated State Shared Revenues (*i.e., +$35,000*) and continued strength in local construction (*i.e., +$12,000*).

However, expenditures are increased↑ by **$66,380**, which is mostly due to beginning the engineering for the third phase of the pathway project early and higher than expected pathway construction costs related to easements and the cost of moving utilities.

The projected undesignated fund balance at the end of the year is expected to be about **$1.73 million** with an additional designated fund balance of **$550k**.

2) **Municipal Street Fund** revenues are decreased↓ by **$88,000** and expenditures being decreased↓ by **$87,500** because of actual paving costs being less than OCRC original estimates.

The fund balance of the Municipal Street Fund is expected to be about **$7,800** at the end of the current fiscal year.

3) The **Fire/Rescue Fund** revenues are increased↑ by **$3,500**, which is mostly due to higher than anticipated insurance company reimbursements and charges for services.

However, expenditures increased by **$38,790** mostly due to part-time salaries (*i.e., about $28,340*) and full-time salaries (*i.e., about $10,000*) because of higher than expected use of

PTO and FMLA by the full-time staff. In addition, there were a one-time capital expenditure (*i.e., commercial washer/extractor*) and higher than budgeted maintenance costs related to the building.

The fund balance of the Fire/Rescue Fund is expected to be about **$580k** at the end of the current fiscal year.

4) The **Downtown Development Authority (DDA) Fund** revenues are <u>increased</u>↑ by **$5,760** because of higher than anticipated interest income and PPT reimbursement from the State of Michigan

The fund balance of the DDA Fund is expected to be about **$1.3 million** at the end of the current fiscal year.

5) The **Pathway Fund** revenues are <u>increased</u>↑ by **$193,900** because of transfers in from the General Fund and Water Fund to cover costs. (*Some of the increase is for projects using the bid from the pathway contractor – such as paving a drive to a water tank and paving a roadway in a park.*)

Expenditures are <u>increased</u>↑ by **$192,500** in order to pay certain 2019 engineering fees within FY 2018 to allow an earlier bid date of the 2019 pathway expansion (*i.e., about $81k*); lowering a water main, certain in-field changes, and using the bid from the pathway contractor to pave a drive to a water tank and paving a roadway in a park (*i.e., about $84k*); and higher than anticipated costs related to easements (*i.e., about $23k*).

The fund balance of the Pathway Fund is expected to be at about **$2.29 million** at the end of the fiscal year.

6) The **Sewer Fund** revenues are <u>decreased</u>↓ by **$148,750** because trunkage charges were lower due to the Regency Nursing Home project being delayed and a smaller water meter being used with the Village of Rosy Mound.

Expenditures are <u>increased</u>↑ by **$7,330** due to higher than anticipated salaries within this account center and unanticipated lift station maintenance; but expenditures remain well below↓ revenues.

The unassigned cash reserves of the Sewer Fund are projected to be about **$1.65 million** at the end of the current fiscal year. This closely tracks with the Cost of Service Utility Rate study.

7) The **Water Fund** revenues are <u>increased</u>↑ by **$206,180** mostly due to an increase in estimated water sales (*i.e., $55k*) and a one-time re-imbursement from NOWS for SCADA software providing incorrect meter reads at the East meter station (*i.e., $116,500*).

The expenditures are increased↑ by **$71,400** mostly due to a billing adjustment required based upon the most recent NOWS audit.

The unassigned cash reserves of the Water Fund are projected to be about **$2 million** at the end of the current fiscal year. This is tracking closely with the Cost of Service Utility Rate study.

8) The Information Technologies Fund revenues are increased↑ by **$6,650** with a corresponding **$6,400** increase↑ in expenditures. This reflect a higher than budgeted cost related to the installation and transfer of data for the new Storage Area Network (SAN) unit installed on-site and the Disaster Recover system installed at the Grand Haven School District's technology center on Beechtree Street.

The projected fund balance will be about $4,205 at the end of the year.

If the Board supports the proposed budget amendments, the following motion may be offered:

Move to adopt Resolution 18-12-02 that adopts the final December budget amendments for fiscal year 2018.

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

RESOLUTION NO. 18-12-02

WHEREAS, Grand Haven Charter Township has formally adopted the 2018 fiscal year budget;

WHEREAS, the Grand Haven Charter Township Board of Trustees have determined that the proposed attached amendments to this budget are necessary to comply with the requirements of the State of Michigan and to respond to changes that have occurred since the budget was adopted in November of 2017;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Grand Haven Charter Township determines:

SECTION 1:

This resolution shall be known as the Grand Haven Charter Township 2018 Final December Budget Amendments.

SECTION 2:

The list of attached amendments to the 2018 fiscal year budget are found to be acceptable and are adopted by the Board.

SECTION 3:

Motion made by _____ and seconded by _____ to adopt the foregoing resolution upon the following roll call vote:

AYES:

NAYS:

ABSENT AND NOT VOTING:

RESOLUTION DECLARED: ADOPTED.

The **motion** carried and the resolution was duly adopted on December 10, 2018.

_____

Laurie Larsen, Township Clerk
Dated: December 10, 2018

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
GENERAL FUND
December 10, 2018

		From	To	+ or (-)
General Fund Revenues				
447.000	Taxes - Administration Fee	230,900	238,900	8,000
452.000	Franchise Fees	265,500	267,370	1,870
478.000	Electrical Permit Fees	62,000	70,000	8,000
480.000	Mechanical Permit Fees	80,000	84,000	4,000
540.000	Liquor Control Fees	6,150	6,450	300
574.000	State Shared Revenues	1,280,000	1,315,000	35,000
643.000	Cemetery Lot Sales/Transfers	17,500	19,500	2,000
664.000	Interest Income	32,800	35,800	3,000
677.100	Reimbursements - Elections	22,000	14,600	(7,400)
694.000	Miscellaneous Income (Insurance Dividend)	2,100	9,300	7,200
TOTAL GENERAL FUND REVENUE		3,533,360	3,595,330	61,970
Dept. Group 101 - Legislative				
707.000	Committee, Meeting & Conference Pay	1,700	2,200	500
801.000	Legal & Professional Fees	41,170	36,170	(5,000)
802.000	Conferences, Dues & Subs	10,600	8,100	(2,500)
880.000	Economic Development Contract	21,100	21,400	300
885.000	Community Promotion	29,700	26,400	(3,300)
	Total	177,210	167,210	(10,000)
Dept. Group 172 - Administrative				
702.000	Salaries	110,410	116,410	6,000
715.000	FICA	17,170	18,270	1,100
718.000	Pension	26,510	27,360	850
719.000	Health Insurance	34,410	44,030	9,620
719.100	Dental Insurance	2,660	3,010	350
719.200	Disability Insurance	2,030	2,240	210
727.000	Office Supplie & Postage	3,000	3,500	500
802.000	Conferences, Dues & Subs	5,730	5,230	(500)
	Total	318,070	336,200	18,130
Dept. Group 191 - Accounting				
718.000	Pension	13,540	14,540	1,000
719.000	Health Insurance	18,650	19,350	700
719.100	Dental Insurance	2,670	2,470	(200)
727.000	Office Supplies & Postage	3,000	3,700	700
802.000	Conferences, Dues & Subs	2,120	1,870	(250)
936.000	Equipment Maintenance	400	150	(250)

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
GENERAL FUND
December 10, 2018

		From	To	+ or (-)
	Total	235,750	237,450	1,700
Dept. Group 215 - Clerk				
802.000	Conferences, Dues & Subs	3,380	880	(2,500)
	Total	40,690	38,190	(2,500)
Dept. Group 253 - Treasurer				
719.000	Pension	200	270	70
719.000	Health Insurance	0	610	610
719.100	Dental Insurance	0	70	70
719.200	Disability Insurance	0	30	30
719.300	Life Insurance	0	10	10
802.000	Conferences, Dues & Subs	3,200	1,200	(2,000)
	Total	44,690	43,410	(1,280)
Dept. Group 257 - Assessing				
718.000	Pension	11,460	12,670	1,210
719.000	Health Insurance	46,990	41,690	(5,300)
719.100	Dental Insurance	3,520	2,750	(770)
802.000	Conferences, Dues & Subs (Leadership connect)	5,500	6,200	700
	Total	234,830	230,670	(4,160)
Dept. Group 262- Elections				
702.000	Salaries	67,120	60,120	(7,000)
715.000	FICA	2,070	2,270	200
718.000	Pension	1,430	1,590	160
719.000	Health Insurance	2,040	2,200	160
719.100	Dental Insurance	150	170	20
719.200	Disability Insurance	140	170	30
936.000	Equipment Maintenance	1,000	0	(1,000)
	Total	234,830	227,400	(7,430)
Dept. Group 265 - Building & Grounds				
719.000	Health Insurance	2,330	2,680	350
719.100	Dental Insurance	620	700	80
719.200	Disability Insurance	530	590	60
930.000	Maintenance & Repair - B&G	33,050	25,550	(7,500)

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
GENERAL FUND
December 10, 2018

		From	To	+ or (-)
970.000	Capital Outlay (Admin roof replacemnt to 2019)	17,500	7,500	(10,000)
970.250	Capital Outlay - Prof fees (Design for admin roof)	0	6,500	6,500
976.000	Equipment Purchases	3,500	4,000	500
	Total	299,950	289,940	(10,010)
Dept. Group 276 - Cemetery				
808.100	Cemetery Contracts Expense	6,500	5,100	(1,400)
863.000	Fuel Expense	1,370	1,870	500
923.000	Water Expense	4,430	5,330	900
936.000	Equipment Maintenance	5,000	6,000	1,000
936.300	Automotive Maintenance	2,000	1,000	(1,000)
	Total	166,110	166,110	0
Dept. Group 371 - Community Development				
702.000	Salaries	309,870	299,870	(10,000)
801.000	Legal & Professional Fees	5,000	6,000	1,000
802.000	Conferences, Dues & Subs	6,130	8,130	2,000
806.000	Electrical Inspections	58,450	65,950	7,500
807.100	Mechanical Inspections	50,925	57,425	6,500
	Total	586,195	593,195	7,000
Dept. Group 445 - Drains - Public Benefit				
890.000	Drains At Large (Township portion)	29,100	57,700	28,600
	Total	39,100	67,700	28,600
Dept. Group 448 - Street Lighting				
920.000	Light Districts	116,150	125,250	9,100
921.000	Electric	500	620	120
	Total	116,650	125,870	9,220
Dept. Group 721 - Planning Commission				
702.000	Salaries	8,570	8,320	(250)
802.000	Conferences, Dues & Subs	1,050	1,300	250
	Total	37,450	37,450	0
Dept. Group 751 - Parks and Recreation				
719.000	Health Insurance	8,470	6,570	(1,900)
801.000	Legal & Professional Fees	5,480	10,480	5,000
921.000	Electric Expense	9,100	9,900	800
930.000	Maintenance & Repair - B&G (Landscaping to 2019)	25,500	20,500	(5,000)
932.200	Buchanan Access	5,170	2,170	(3,000)

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
GENERAL FUND
December 10, 2018

		From	To	+ or (-)
970.000	Capital Outlay (Remove fencing Schmidt Property)	72,000	48,000	(24,000)
970.250	Capital Outlay Professional Fees	10,000	6,000	(4,000)
	(Erosion control at Pott Park to 2019)			
	Total	353,850	321,750	(32,100)
Dept. Group 966 - Appropriation Transfers				
200.000	Operating Transfers Out - IT	62,280	66,350	4,070
204.000	Operating Transfers Out - Transportation	445,000	357,000	(88,000)
999.408	Operating Transfers Out - Pathway	352,460	505,600	153,140
	Total	992,790	1,062,000	69,210
TOTAL GENERAL FUND EXPENDITURES		3,777,665	3,844,045	66,380

GENERAL FUND - FUND BALANCE:

Fund Balance (from 2017 Financial Audit)	2,528,069
2018 Revenue	3,533,360
Total Revenue budget amendments	61,970
2018 Amended Revenue	3,595,330
2018 Expenditures	3,777,665
Total Expense budget amendments	66,380
2018 Amended Expenditures	3,844,045
Net Budget Amendments	**(4,410)**
Projected Total Fund Balance - 12/31/18	2,279,354
Projected Undesignated Fund Balance - 12/31/18	1,729,354
Projected Designated Fund Balance - 12/31/18	550,000

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
MUNICIPAL STREET FUND
December 10, 2018

		From	To	+ or (-)
Municipal Street Fund Revenues				
699.000	Appropriation Transfers In	445,000	357,000	(88,000)
TOTAL FUND REVENUE		1,100,510	1,012,510	(88,000)
Dept. Group 446 - Road Construction				
872.000	Road Construction - Dust Control	33,200	33,700	500
873.400	Street Paving	655,950	567,950	(88,000)
TOTAL EXPENDITURES		1,098,100	1,010,600	(87,500)

MUNICIPAL STREET FUND BALANCE:

Fund Balance (from 2017 Financial Audit)	5,891
2018 Revenue	1,100,510
Total revenue budget amendments	(88,000)
2018 Amended Revenue	1,012,510
2018 Expenditures	1,098,100
Total expense budget amendments	(87,500)
2018 Amended Expenditures	1,010,600
Net Budget Amendments	**(500)**
Projected Total Fund Balance - 12/31/18	7,801

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
FIRE/RESCUE FUND
December 10, 2018

		From	To	+ or (-)
Fire Fund Revenues				
633.000	Charges for Services	300	1,800	1,500
677.000	Reimbursements (Insurance proceeds)	1,600	3,600	2,000
TOTAL FIRE/RESCUE FUND REVENUE		1,345,720	1,349,220	3,500
Dept. Group 336 - Fire/Rescue Department				
702.000	Salaries	468,460	478,460	10,000
702.100	Overtime	15,180	19,680	4,500
702.300	Standby Salaries	76,390	104,730	28,340
715.000	FICA	47,090	50,290	3,200
718.000	Pension	46,840	45,340	(1,500)
719.000	Health Insurance	77,020	65,070	(11,950)
719.700	Employee Assistance Program	1,050	770	(280)
802.000	Conferences, Dues & Subs	31,510	32,410	900
803.000	Contracted Services	8,160	7,160	(1,000)
812.000	In-House Training	1,400	100	(1,300)
862.000	Vehicle Maint & Repair	27,000	22,000	(5,000)
863.000	Fuel Expense	7,000	8,200	1,200
910.000	Workers Comp Account	29,210	27,240	(1,970)
930.000	Maint & Repairs of B&G (Power wash bldg)	6,500	8,500	2,000
959.000	Fire Dept - Prevention & Inspection	6,800	7,430	630
970.000	Capital Outlay (New Washer)	62,300	72,300	10,000
999.200	Transfers Out - IT	15,680	16,700	1,020
TOTAL FIRE DEPT. EXPENDITURES		1,175,570	1,214,360	38,790

FIRE DEPARTMENT FUND BALANCE:

Fund Balance (from 2017 Financial Audit)	445,671
2018 Revenue	1,345,720
Total revenue budget amendments	3,500
2018 Amended Revenue	1,349,220
2018 Expenditures	1,175,570
Total expense budget amendments	38,790
2018 Amended Expenditures	1,214,360
Net Budget Amendments	**(35,290)**
Projected Total Fund Balance - 12/31/18	580,531

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
DOWNTOWN DEVELOPMENT AUTHORITY
December 10, 2018

		From	To	+ or (-)
DDA Revenues				
664.000	Interest Income	8,400	11,600	3,200
677.000	Reimbursements (PPT Revenue from State)	125,000	127,560	2,560
TOTAL FUND REVENUE		587,020	592,780	5,760
Dept. Group 000 - DDA Department (No changes)				
TOTAL EXPENDITURES		130,220	130,220	0

DDA FUND BALANCE:

Fund Balance (from 2017 Financial Audit)	840,939
2018 Revenue	587,020
Total revenue budget amendments	5,760
2018 Amended Revenue	592,780
2018 Expenditures	130,220
Total expense budget amendments	0
2018 Amended Expenditures	130,220
Net Budget Amendments	**5,760**
Projected Total Fund Balance - 12/31/18	1,303,499

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
PATHWAY FUND
December 10, 2018

		From	To	+ or (-)
Pathway Revenues				
664.000	Interest Income	69,120	72,120	3,000
699.000	Appropriation Transfers In	352,460	505,600	153,140
699.100	Transfers In - Water fund	0	37,760	37,760
TOTAL FUND REVENUE		733,000	926,900	193,900
Dept. Group 000 - Pathway Department				
801.000	Legal & Prof Fees (Easement - title work)	24,800	48,300	23,500
874.000	Road signs	500	1,500	1,000
936.000	Equipment Maintenance	9,000	10,500	1,500
970.000	Capital Outlay	1,765,000	1,849,000	84,000
970.050	Capital Outlay - Easements	72,000	73,500	1,500
970.250	Capital Outlay - Professional Fees	185,500	266,500	81,000
TOTAL EXPENDITURES		2,466,960	2,659,460	192,500

PATHWAY FUND BALANCE:

Fund Balance (from 2017 Financial Audit)		4,020,725
2018 Revenue		733,000
	Total revenue budget amendments	193,900
	2018 Amended Revenue	926,900
2018 Expenditures		2,466,960
	Total expense budget amendments	192,500
	2018 Amended Expenditures	2,659,460
	Net Budget Amendments	**1,400**
Projected Total Fund Balance - 12/31/18		2,288,165

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
SEWER FUND
December 10, 2018

		From	To	+ or (-)
Sewer Fund Revenues				
629.100	Trunkage Charges (Regency had not started) (Refund to Lincoln Pines/Rosy Mound 3" mtr)	253,990	103,990	(150,000)
631.000	Late Charges	4,300	5,300	1,000
664.000	Interest Income	26,700	27,700	1,000
674.000	Sale of Fixed Assets (Truck will sell in 2019)	2,250	0	(2,250)
677.000	Reimbursements	10,200	11,700	1,500
TOTAL SEWER FUND REVENUE		930,120	781,370	(148,750)
Dept. Group 590.537 - Sewer Fund				
702.000	Salaries	36,060	39,360	3,300
715.000	FICA	2,810	2,960	150
719.000	Health Insurance	3,010	3,110	100
719.100	Dental Insurance	330	400	70
719.200	Disability Insurance	340	370	30
727.000	Office Supplies & Postage	1,080	1,380	300
741.000	Uniform Expense	860	1,060	200
863.000	Fuel Expense	800	1,000	200
930.000	Maint & Repair - B&G (Take out paint roof)	1,630	980	(650)
936.400	Lift Station Maintenance	16,800	18,800	2,000
970.250	Capital Outlay - Professional Fees	7,500	8,800	1,300
999.200	Transfers Out - IT	4,880	5,210	330
TOTAL SEWER FUND EXPENDITURES		687,850	695,180	7,330

SEWER FUND CASH RESERVES:

Projected Cash Reserves (From 2017 Financial Audit)	1,560,536
2018 Revenue	930,120
Total Revenue budget amendments	(148,750)
2018 Amended Revenue	781,370
2018 Expenditures	687,850
Total Expense budget amendments	7,330
2018 Amended Expenditures	695,180

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
SEWER FUND
December 10, 2018

	From	To	+ or (-)
Net Budget Amendments			**(156,080)**
Projected Unassigned Cash Reserves - 12/31/18			1,646,726

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
WATER FUND
December 10, 2018

		From	To	+ or (-)
Water Fund Revenues				
627.000	Water Sales	1,440,110	1,495,540	55,430
628.000	Readiness to Serve Charge	922,800	975,800	53,000
629.000	Lateral Charges/Inspection Fees	116,250	96,250	(20,000)
631.000	Late charges	30,000	34,500	4,500
664.000	Interest Income	15,100	17,100	2,000
674.000	Sale of Fixed Assets (Truck to be sold in 2019)	5,250	0	(5,250)
677.000	Reimbursements (NOWS credit for water loss)	10,200	126,700	116,500
TOTAL WATER FUND REVENUE		2,694,060	2,900,240	206,180
Dept. Group 591.536 - Water Department				
702.900	Salaries - Special Projects	8,200	4,900	(3,300)
719.000	Health Insurance	43,120	34,120	(9,000)
740.000	Hydrant Purchases	11,200	6,200	(5,000)
741.000	Uniform Expense	2,920	3,420	500
745.000	Water Purchases	585,000	660,000	75,000
801.000	Legal & Professional Fees (172nd connect-2019)	36,420	31,420	(5,000)
803.000	Contracted Services	37,500	32,500	(5,000)
863.000	Fuel Expense	7,600	8,800	1,200
936.350	Watermain Maintenance (Waverly manhole)	20,000	26,500	6,500
936.360	Water Tank Maint (replace drvewy to path fund)	28,000	8,000	(20,000)
970.000	Capital Outlay (Valve trning /vacuum trailer-2019)	579,500	554,500	(25,000)
976.000	Equipment Purchases (Pipe locator)	8,600	13,600	5,000
999.200	Transfer Out - IT	15,100	16,080	980
999.408	Transfers Out - Pathway (Lower watermain & West tank driveway)	0	37,760	37,760
TOTAL WATER FUND EXPENDITURES		2,944,760	3,016,200	71,440

WATER FUND CASH RESERVES:

Projected Cash Reserves (From 2017 Financial Audit)	2,129,647
2018 Revenue	2,694,060
Total Revenue budget amendments	206,180
2018 Amended Revenue	2,900,240
2018 Expenditures	2,944,760

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
WATER FUND
December 10, 2018

	From	To	+ or (-)
Total Expense budget amendments			71,440
2018 Amended Expenditures			3,016,200
Net Budget Amendments			**134,740**
Projected Unassigned Cash Reserves - 12/31/18			2,013,687

GRAND HAVEN CHARTER TOWNSHIP
BUDGET AMENDMENTS & LINE ITEM TRANSFERS
INFORMATION TECHNOLOGIES
December 10, 2018

		From	To	+ or (-)
IT Revenues				
664.000	Interest Income	0	250	250
696.000	General Fund Contribution	62,280	66,350	4,070
696.100	Fire Fund Contribution	15,680	16,700	1,020
696.200	Sewer Fund Contribution	4,880	5,210	330
696.300	Water Fund Contribution	15,100	16,080	980
TOTAL FUND REVENUE		97,940	104,590	6,650
Dept. Group 000 - IT Department				
804.000	Computer Services	172,200	195,600	23,400
970.000	Capital Outlay	65,650	48,650	(17,000)
TOTAL EXPENDITURES		247,850	254,250	6,400

INFORMATION TECHNOLOGY FUND BALANCE:

Fund Balance (from 2017 Financial Audit)	153,865
2018 Revenue	97,940
Total revenue budget amendments	6,650
2018 Amended Revenue	104,590
2018 Expenditures	247,850
Total expense budget amendments	6,400
2018 Amended Expenditures	254,250
Net Budget Amendments	**250**
Projected Total Fund Balance - 12/31/18	4,205

GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: December 6, 2018

TO: Township Board

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Proposed Fee Increase – Planning & Zoning Applications

BACKGROUND

As noted in the 2019 budget, staff estimated certain revenues based on an assumed fee increase for planning and zoning applications.

Five primary factors have lead staff to propose a fee increase:

1. It appears **current fees were adopted prior to 1999** (*except $10 was added in 2005 for applications located within the US-31 Overlay Zone*).
2. **Most fees do not cover the basic cost of publication**, and certainly do not cover the cost of mailings, staff time, or the time of committee members.
3. Since 1999, the **US inflation rate has increased↑ 51.26%**. Meaning, $1 in 1999 is equivalent in purchasing power to $1.51 in 2018. A difference of $0.51 over 19 years.
4. The City of Grand Haven and Spring Lake Township all have higher fees than the Township.
5. Michigan Zoning Enabling Act of 2006, established a blanket notification requirement, which increased costs for all municipalities and fees were not adjusted at that time.

PUBLICATION & MAILING FEES

Staff compiled a list of publication fees over an 8-month period. The fees ranged from $63.20 - $147.50; with an average fee of $115.90. The three most common planning applications, which require a public hearing are:

- Planned Unit Development = $300
- Rezoning = $150
- Special Land Use = $125

As shown to the right, the Rezoning and Special Land Use fees are nearly consumed solely by the cost of publication.

The Michigan Zoning Enabling Act requires a public notice to be mailed to all property owners within 300-feet. The cost of a postage stamp is now $0.49 (*compared to $0.33 in 1999, which is also a 50% cost increase much like inflation*), and mailings can range from 10 – 50+ notices. The average cost of mailings is between $5 – $26.

- Planned Unit Development = $300 application fee
  - $230 publication fee (*hearing with PC & Board*)
  - $230 publication fee (*1st & 2nd Readings*)
  - $50 mailing cost (*notices for both hearings*)
  ($-210)

- Rezoning = $150 application fee
  - $115 publication fee (*hearing with PC*)
  - $230 publication fee (*1st & 2nd Readings*)
  - $25 mailing cost
  ($-220)

- Special Land Use = $125 application fee
  - $115 publication fee (*hearing with PC*)
  - $25 mailing cost
  ($-15)

This clearly shows the Township is losing money for every planning application. The above figures do not include the many hours that staff spend on plan review (*typically 2-3 reviews occur for each PUD project*), meeting with applicants, along with fielding phone calls and emails from the applicants, etc.

INFLATION

The inflation rate has increased over 50% in the last 20 years. If the inflation rate is applied (*i.e., fee x 1.5%*), the fees and subsequent revenue would be:

- Planned Unit Development = $450 application fee
  - $230 publication fee (*hearing with PC & Board*)
  - $230 publication fee (*1st & 2nd Readings*)
  - $50 mailing cost (*notices for both hearings*)
  ($-60)

- Rezoning = $225 application fee
  - $115 publication fee (*hearing with PC*)
  - $230 publication fee (*1st & 2nd Readings*)
  - $25 mailing cost
  ($-145)

- Special Land Use = $187.50 application fee
  - $115 publication fee (*hearing with PC*)
  - $25 mailing cost
  $47.50

This is what's needed to make the planning applications **closer to a "break-even" budget**.

STAFF REVIEW BASED ON APPLICATION TYPE

Undoubtedly the **PUD applications are the most time consuming**, and typically require at least 2 or 3 rounds of staff review. Meaning, the applicant submits the application and plans, staff review the plans for compliance (*Fedewa, VerBerkmoes, and F/R Inspectors*), and ultimately a memo is provided to the applicant outlining the necessary revisions. This process is repeated until the application is ready to be placed on an agenda.

On average, F/R will spend approximately 1 hour per review; VerBerkmoes 2 hours; and Fedewa 3 hours. Fedewa spends the most time because she has the most regulations to review for compliance (*additional time is required for any application located within the US-31 Overlay Zone*).

There are a few methods to define a fee for staff review time:

- 2018 salary of review staff + the typical number of hours spent on a review = $212.56
- 6 hours review time x $32.86 (*average salary of staff performing plan reviews*) = $197.16
- Utilize the average building permit plan review fee (*21 months of fees reviewed*) = $279.36
    - If the plan review fees for trades and fire were included the average fee = $217.13

If the four numbers above are averaged = $226.55

PLANNING COMMISSION COMPENSATION

Providing a monetary payment for serving on the Planning Commission is optional under state law. The Township chooses to pay these members of our community for providing a valuable service. Their compensation is paid on a per-meeting basis.

The table below identifies the number of meetings and associated compensation for the last 5-years.

Year	No. of Meetings	No. of Applications (*appearances at PC meeting*)	Total Compensation (*including FICA*)	True Cost per Application
2018	15	25	$9,021	$360
2017	12	29	$7,400	$255
2016	16	28	$9,084	$324
2015	16	23	$8,629	$375
2014	13	17	$7,461	$438
Average/Yr =	**14**	**24**	**$8,319**	**$350**

Over nearly a 5-year period the **average cost per application for PC compensation = $350**.

WHAT REVENUE HAVE WE RECEIVED TO COVER THESE COSTS?

After reviewing the information above, a question that comes to mind—how much revenue has the Township actually received for planning-related applications?

Year	Total Revenue	Estimated Expenses	Gain/Loss
2018	$1,875	$11,170	($-9,295)
2017	$3,320	$15,450	($-12,130)
2016	$2,410	$14,200	($-11,790)
2015	$2,955	$15,000	($-12,045)
2014	$1,985	$11,750	($-9,765)
Avg/Yr =	**$2,509**	**$13,514**	**($-11,005)**

Over a 5-year period the **Township has lost $55,000** because permit fees are too low.

WHAT WILL A "BREAK EVEN" FEE LOOK LIKE?

Performing a review for compliance with the US-31 Overlay Zone is extensive and time consuming, which leads to staff recommending an **additional fee of $100 be added to every application located within the Overlay Zone**.

After factoring in all of the above expenses, and using the same three examples, fees should be (*using the average costs*):

- Planned Unit Development = $1,085 (*$1,185 in Overlay Zone*)
  - $230 - publication fee for 2 hearings
  - $230 - ordinance adoption publications
  - $50 - mailing costs
  - $225 - staff review
  - $350 - PC compensation

- Rezoning = $945 (*Overlay Zone is n/a*)
  - $115 - publication fee for 1 hearing
  - $230 - ordinance adoption publications
  - $25 - mailing costs
  - $225 - staff review
  - $350 - PC compensation

- Special Land Use = $715 (*$815 in Overlay Zone*)
  - $115 - publication fee for 2 hearing
  - $25 - mailing costs
  - $225 - staff review
  - $350 - PC compensation

FEE COMPARISON

Since 2013, NW Ottawa County has made an effort to have uniformed applications and fees for building permit applications. Staff is proposing to have a fee structure similar to surrounding communities, but that covers the true costs associated with processing these applications.

For example, a striking comparison between the City and Township last year (*both of whom had record years for construction value*):

- City collected $23,000 in planning and zoning permit fees (*226%↑ than GHT*)
- GHT collected $7,050 in planning and zoning permit fees (*69%↓ than the City*)

If the proposed fee schedule (*see last two pages*) was applied to the figures shown above, the comparison would be more equitable:

- City collected $23,000 in planning and zoning permit fees (*26%↑ than GHT*)
- GHT collected $18,200 in planning and zoning permit fees (*21%↓ than the City*)

ZONING BOARD OF APPEALS

The ZBA applications do not include an escrow, so 100% of legal fees are paid by the Township.

Year	No. of Meetings	No. of Applications	Total Revenue	Estimated Expenses (*Compensation + Legal Fees*)	True Cost per Application	Gain/Loss
2018	5	6	$750	$2,107	$351	($-1,357)
2017	4	5	$625	$1,753	$350	($-1,128)
2016	4	5	$625	$4,908	$981	($-4,283)
2015	8	12	$1,250	$5,474	$456	($-4,224)
2014	4	5	$750	$2,208	$441	($-1,458)
Average per Year =			**$800**	**$3,290**	**$515**	**($-2,490)**

Over a 5-year period the **Township has lost $12,500** because permit fees are too low.

Using the same methods described above to evaluate planning and zoning fees, the ZBA fees are also too low to cover expenses.

Current fee does not cover the mandatory costs established by the MZEA:

- Variance = $125 application fee
  - $115 publication fee (*hearing*)
  - $25 mailing cost
  ($-15)

Applying inflation rate:

- Variance = $187.50 application fee
  - $115 publication fee (*hearing*)
  - $25 mailing cost

  $47.50

Adding staff review time and the true cost of an application to create a "break-even" budget:

- Variance = $880 (*excludes an escrow*)
  - $115 - publication fee for hearing
  - $25 - mailing cost
  - $225 - staff review
  - $515 - ZBA compensation

SAMPLE MOTION & PROPOSED FEES

If the Board supports the proposal, the following motion can be offered:

Motion to **approve and adopt** Resolution 18-12-03,
which amends the Planning and Zoning Fee Schedule.

The proposed fee schedule is shown below along with a narrative for the proposal.

Application	Current Fee	Proposed Fee	Narrative for Proposed Amendment
Ag Exempt	$20	$50	Affidavit is now recorded, which costs $30. Original $20 would account for processing time.
Home Occupation	$0	$25	Staff spends as much time processing these applications as typical zoning permits. Plus, with the medical marijuana uses, more time is being devoted to ensuring compliance with all laws.
Moved Structure	$400	$400	Current fee is sufficient, and application is rarely utilized.
PUD	$300	$1,000 – Overlay $900 – SLU $750 – Regular	PUD applications in Overlay District are the most complex, followed by PUD Special Land Uses, and then regular PUD applications.
PUD Amendments	$125	$800 – Overlay $700 – SLU $600 – Regular	See above. Costs associated with rezoning (*publishing 1st & 2nd readings*) are not applicable.
Rezoning	$150	$400	Three publications and one mailing are required.
Sign	$20 up to $1,000 in value + $1.50 per $100 of value over $1,000	$2 per sqft	Current fee is confusing and rests upon the honesty of the applicant to identify the value of the sign. A standardized fee is much simpler, and is comparative to current fees. A typical commercial sign is 50 sqft = $100. This is the same fee schedule utilized by the City of Grand Haven.
Site Condos	$250	$400	Requires substantial staff review time + 1 public hearing
Site Condo Amend.	$100	$250	Amending a site condo requires another public hearing, but not as much staff review.
Site Plan Review	$100	$300 – New Com/Ind $200 – Bldg Additions $150 – All others	New developments such as Dollar General and large additions such as Transfer Tool fall into the first two categories, and require ample staff review. Remaining items such as parking lots would be in the last category.
Site Plan Amend.	$100	$150	Standardized increase to accommodate inflation.

Application	Current Fee	Proposed Fee	Narrative for Proposed Amendment
Special Land Use	$125	$500 – Overlay $400 – Regular	An SLU in the Overlay requires three comprehensive chapters to be reviewed for compliance, in addition to DPW & F/R. Regular applications still require reviews for SLU and Site Plan chapters + public hearing and mailing.
SLU Amendment	$100	$250	Inflation, staff review, publication for hearing, and mailing.
Subdivision Plat	$300	$500	Platting is a long process, and the current fee is inadequate. (1) Tentative Prelim Plat Review, which requires a mailing and hearing with the Planning Commission plus an approval by the Board; (2) Final Prelim Plat Review – Board only; (3) Construction Drawing Review – staff only; (4) Final Plat – Board only.
Subdivision Plat Amendment	$150	$500	Current application allows future phases of a subdivision to be considered an amendment. However, the same amount of work and time is required for each phase. It should only be one application that is required for every phase. In addition, it can be years in between platting new phases.
Zoning	$25 – Fences & Sheds $50 – Remainder	$40 – Fences & Sheds $75 – Remainder	Many of these applications are complicated by either the site layout, irregular lot lines, or providing education to the homeowner about the regulations. Considerable staff time is spent reviewing the site, determining what/where the owner is allowed to build, working with the owner to find a compromise, processing the permit, and inspecting the work.
ZBA	$125 – Variance $250 – Special Meeting $0 – Interpretation	$250 – Variance + $300 escrow for legal $425 – Special Meeting $125 – Interpretation	Variances require publication for the hearing, plus a mailing, and staff review time. A special meeting needs to cover the cost of committee member pay. An interpretation should also require a fee because the same amount of staff time and committee time is spent gathering the information necessary for the hearing.

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 – 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 10th day of December 2018, at 7:00 p.m., local time.

After certain matters of business had been completed, Supervisor Reenders announced the next order of business was the consideration of a Resolution to Approve an Amended Planning and Zoning Fee Schedule.

The proposed resolution was discussed by the members of the Board, and after discussion was completed the following resolution was offered by _____ and seconded by _____.

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 18-12-03

RESOLUTION APPROVING THE AMENDED
PLANNING AND ZONING FEE SCHEDULE

WHEREAS, the Township administers, regulates, and enforces the Grand Haven Charter Township Code of Ordinances within its boundaries, which includes the Zoning Ordinance; and

WHEREAS, the current fee schedule was last adopted prior to 1999, and the US inflation rate has increased over 50% during that time; and

WHEREAS, the Michigan Zoning Enabling Act (PA 110 of 2006, as amended, MCL 125.3101 *et seq.*) established a uniform notice requirement for public hearings for all forms of municipalities; and

WHEREAS, the costs for complying with the Michigan Zoning Enabling Act notification requirements has increased (*e.g., publication within local newspaper, mailing notices to all properties within 300-feet*) since the current fee schedule was adopted; and

WHEREAS, the current fees do not cover the costs the Township incurs for administering the Grand Haven Charter Township Code of Ordinances, including the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED that Grand Haven Charter Township Board approves and adopts the proposed fee schedule listed below effective January 1, 2019:

Application	Current Fee	Proposed Fee
Ag Exempt	$20	$50
Home Occupation	$0	$25
Moved Structure	$400	$400
Planned Unit Development	$300	$1,000 – Overlay
		$900 – SLU
		$750 – Regular
PUD Amendments	$125	$800 – Overlay
		$700 – SLU
		$600 – Regular
Rezoning	$150	$400
Sign	$20 up to $1,000 in value + $1.50 per $100 of value over $1,000	$2 per sqft
Site Condos	$250	$400
Site Condo Amend.	$100	$250
Site Plan Review	$100	$300 – New Com/Ind
		$200 – Bldg Additions
		$150 – All others
Site Plan Amend.	$100	$150
Special Land Use	$125	$500 – Overlay
		$400 – Regular
SLU Amendment	$100	$250
Subdivision Plat	$300	$500
Subdivision Plat Amendment	$150	$500
Zoning	$25 – Fences & Sheds	$40 – Fences & Sheds
	$50 – Remainder	$75 – Remainder
ZBA	$125 – Variance	$250 – Variance + $300 escrow for legal
	$250 – Special Meeting	$425 – Special Meeting
	$0 – Interpretation	$125 – Interpretation

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the planning and zoning fee schedule are hereby repealed to the extent of any such conflict.

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED APPROVED ON DECEMBER 10, 2018.

_____
Laurie Larsen, Township Clerk
Grand Haven Charter Township

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, 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 10th day of December 2018. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

_____
Laurie Larsen, Township Clerk
Grand Haven Charter Township

GRAND HAVEN CHARTER TOWNSHIP

Manager's Memo

DATE: December 5, 2018

TO: Township Board

FROM: Cargo

RE: Potluck Pick-Up - Waste Hauling License

Attached, please find a proposed resolution authorizing Potluck Pick-Up's application to operate within GHT.

Their proposed fee is a maximum of $21.00 per month with a 96-gallon cart, which includes the bi-weekly recycling (*also with a 96-gallon cart*). (*A smaller 64-gallon cart option is also available at $19.00 per month*.)

The company also offers yard waste at a maximum of $88.00 per year with a 96-gallon cart.

It is noted that Potluck Pick-Up has increased their fee by $3.00 per month. This fee increase is almost entirely due to the higher cost of processing the collected recycled materials.

A copy of their application and supporting documentation will be available at the meeting for those interested in reviewing the material.

To approve the application, the following motion can be offered:

> **Move to approve Resolution 18-12-04 approving a two-year license agreement with Potluck Pick-up for waste collection and hauling services in Grand Haven Charter Township pursuant to the provisions contained within their application.**

If there are any questions or comments, please contact me at your convenience.

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 - 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 10th day of December, 2018, at 7:00 p.m., local time.

After certain matters of business had been completed, Supervisor Reenders announced that the next order of business was the consideration of a license to operate in the Township for Potluck Pick-Up.

The proposed license agreement was discussed by the members of the Board, and after discussion was completed the following resolution was offered by _____ and seconded by _____:

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 18-12-04

APPROVING THE LICENSE APPLICATION OF POTLUCK PICK-UP TO OPERATE WITHIN GRAND HAVEN CHARTER TOWNSHIP AND THE SCHEDULE OF FEES FOR SERVICE.

WHEREAS, Grand Haven Charter Township adopted and amended Ordinance No. 334 which provides for the licensing of garbage, trash, and recyclable collectors or haulers; and

WHEREAS, Potluck Pick-up, has applied for a license to operate within Grand Haven Charter Township pursuant to said Ordinance; and

WHEREAS, Potluck Pick-up has met all of the requirements of said Ordinance for operating within the Township, as shown by their license application, which has been reviewed and approved by the Township Superintendent; and

WHEREAS, Potluck Pick-up has provided a schedule of fees to be charged for said services, which is attached to and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1) The application of Potluck Pick-up to provide trash and recyclable collection and hauling services pursuant to Ordinance No. 334, as amended, within the Charter Township of Grand Haven is hereby approved through December 31, 2020, contingent upon payment of the 2019 license fee and approval of any rate increase prior to December 31, 2020 by the Township Board.

2) That the attached schedule of fees contained within the application is approved through December 31, 2019. (*Any change of the rates prior to December 31, 20120 must be submitted to the Township Board for approval pursuant to Ordinance No. 334, as amended*.)

3) That because the applicant is providing a 96-gallon cart for recyclables, the applicant is authorized to collect recyclables every other week.

3) That a copy of this resolution will be forwarded by the Township Clerk to Potluck Pick-up and that it shall be considered to be a license to operate waste and recyclable collection and hauling within Grand Haven Charter Township through December 31, 2020, contingent upon payment of the 2019 license fee and approval of any rate increase prior to December 31, 2020 by the Township Board.

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED ADOPTED.

_____
Laurie Larsen
Grand Haven Charter Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a meeting of the Township Board held on the 10th day of December, 2018. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

_____
Laurie Larsen
Grand Haven Charter Township Clerk

GRAND HAVEN CHARTER TOWNSHIP
13300 168th Avenue • Grand Haven, Michigan 49417 • Phone: 616.842.5988 • Fax: 616.842.9419

ADMINISTRATIVE MEMO

TO: Township Board

FROM: Andrea Dumbrell, Human Resources Director

DATE: December 4, 2018

SUBJECT: Proposed Local 4475 IAFF Collective Bargaining Agreement

OVERVIEW:

Attached, please find the proposed 62-page collective bargaining agreement between Grand Haven Charter Township and Local 4475 of the International Association of Firefighters, AFL-CIO. This will be the fifth collective bargaining agreement with the union.

GHT's Negotiating Committee (*Cargo, Dumbrell and Gerencer*) decided each issue on its merits rather than through some haggling process. The Committee looked for mutual gains whenever possible, and where interests conflicted, reviewed the facts and insisted that the result be based on some fair standard independent of either side. The process was "hard" on merits, "soft" on people. The Committee employed no tricks, nor posturing and bargained in good faith.

IAFF's Negotiating Committee (*EO David Peterson, LT David Marshall, EO Blake DeDoes, and LT Matt Schweitzer*) recognized the benefits of the current agreement and tailored their requests accordingly. The IAFF Negotiating Committee was thoughtful, cooperative and reasonable. There is mutual trust between the union and management staff of the Township.

Negotiation on this collective bargaining agreement involved three separate negotiation sessions beginning September 17, 2018, and concluding on November 6, 2018. Since the Administration did not believe that this collective bargaining process would be contentious or complicated, Attorney Bultje was not included on the GHT Negotiating Committee. However, Attorney Bultje was contacted, as necessary, to review new language and discuss any changes in state and federal laws that occurred since 2015.

Our current labor agreement will expire on December 31, 2018. If this proposed agreement is not renewed by December 31, 2018, the current agreement will remain in effect for an additional 90 days.

The contract maintains all management rights, provides wages based upon the MML Wage Survey, and offers benefits that are substantially similar to the non-union employees of the Township. The advantage of the collective bargaining agreement from the union's perspective is the protections that are awarded through the grievance process, and a five-year time period where the members will know what to expect in terms of wages, benefits and work conditions.

Finally, the majority of the Local 4475 of the International Association of Firefighters, AFL-CIO approved the proposed agreement on November 27, 2018.

The remainder of this memorandum will provide a brief overview of the various sections of the proposed labor contract and note any changes.

ARTICLE ONE – RECOGNITION:

This is boilerplate language defining the collective bargaining unit and the firefighters and is the same as the current contract.

ARTICLE TWO – UNION SECURITY:

Per the United States Supreme Court decision in Janus v AFSCME, decided earlier this summer, the IAFF may no longer require employees to pay either union dues or an administration fee to cover the cost of union representation. Therefore, the current contract's sections on Employee Payments and Failure to Maintain or Pay were removed from the contract.

ARTICLE THREE – DUES CHECK-OFF:

Based on the changes in Article Two, regarding payment of union dues, Article Three was updated to place responsibility on the union employee to notify the Township, via a signed authorization form, to deduct union dues.

ARTICLE FOUR – UNION REPRESENTATION:

This is boilerplate language addressing communications and the union's representatives. This section has been slightly changed in the Lost Time section to better clarify compensation.

ARTICLE FIVE – MANAGEMENT RIGHTS:

Management considered this section to be the <u>most critical</u> within the proposed labor agreement. Therefore, this section is one of the most detailed and lengthy sections of the proposed contract.

In brief, all management rights have been retained including being able to establish work rules and regulations, direct and evaluate the work force, eliminate the department, reduce the size of the workforce, subcontract with other entities, supervise the staff, determine the work to be performed, work schedule, all financial matters, maintain order and productivity, rules of conduct, testing procedures, and training requirements.

The only limit is that if GHT decides to modify work rules, notice must be given 14 days prior. And, if GHT decides to subcontract the work of the department, which would result in the layoff of the staff, notice must be given 90 days prior.

Further, the union recognizes and accepts that there may be times under the incident command system where part-time staff may hold positions of authority over full-time staff.

This section is the same as the current contract.

ARTICLE SIX – NO STRIKE:

This is boilerplate language for any public safety contract in Michigan and is the same as the current contract.

ARTICLE SEVEN – GRIEVANCE PROCEDURE:

This section details the grievance process, and the only changes related to better defining the timing as business days or calendar days.

It is unlikely that the union would follow a grievance process past step three since it is expensive, and the six union members will have to pay their costs (*i.e., legal representation, cost of the arbitrator, etc*.). A simple grievance carried through binding arbitration could cost the union a minimum of $6,000 and easily become many times that amount. Win or lose, the parties have to pay their costs. (*It is noted that the union and Township have* <u>*not*</u> *had to bring any grievance to arbitration during any of the previous four labor agreements*.)

If the union does not follow the grievance time limits, the matter is considered to be settled in accordance with the Township's position.

ARTICLE EIGHT – DISCIPLINE:

This section defines the Township's management right to discipline – including discharge – union members. However, any disciplinary action could be a matter of a grievance and the contract creates a "Just Cause" employment relationship. This is higher than the current employment relationship of "at-will" for new hires or "satisfaction relationship" for many of our current Township staff.

Other than correcting job titles, when referenced throughout the contract, this section is the same as the current contract.

ARTICLE NINE – SENIORITY:

This section details how seniority is determined. It also contains a robust section detailing when the employee can lose their seniority and be discharged.

This language is the same as the current contract.

ARTICLE TEN – LAYOFFS, RECALLS, TRANSFERS AND PROMOTIONS:

This section details how seniority plays a preeminent role with regard to layoffs and recalls.

Seniority also provides some extra "points" for decisions regarding promotions. (*Both part-time and full-time staff members receive some "credit" for service when compared to outside candidates*.) However, GHT retains its management right to choose among <u>any</u> of the top three candidates for any promotion.

Other than correcting job titles and some minor, grammatical corrections, this section is the same as the current contract.

ARTICLE ELEVEN – HOURS OF WORK:

This section details the 28-day period for union members that will correspond with the Township's 14-day pay period simplifying the payroll process, including the 26 "Kelly Days", and ensuring that the union members receive four hours of overtime or two hours of compensatory time every 28-day work cycle in accordance with the FLSA.

This language is the same as the current contract.

ARTICLE TWELVE – LEAVES OF ABENCE:

This section details leaves of absence – paid or unpaid. Note that the union has a PTO system, which has been in existence since the initial contract.

Changes to this section came as a recommendation from HR. The current bereavement leave language, in Section 12.5, stated an employee would be granted "up to five consecutive calendar days" for bereavement. The recommended change is "up to 28 consecutive calendar days" for immediate family and "up to seven consecutive calendar days" for extended family.

In most situations, five consecutive calendar days is not enough time to appropriately grieve, attend counseling and wrap up matters related to an immediate family members' passing. By increasing the number of bereavement days, the Township is being realistic to employees' needs and showing compassion during a difficult time.

This change does not mean a firefighter would be compensated for 28 bereavement days. There are approximately nine work days in a scheduled month, which is the most a firefighter would be paid in 28 consecutive days. This also does not require anyone to take the full 28 days off.

No additional changes, other than correcting job titles, were made to this section.

ARTICLE THIRTEEN – HOLIDAYS:

This language is the same as the current contract.

ARTICLE FOURTEEN – PAID TIME OFF:

This section details how PTO time is earned and taken. Other than correcting job titles, this section is the same as the current contract.

ARTICLE FIFTEEN – DONATION OF PAID TIME OFF:

This section mirrors the language contained within the Personnel Policies and Procedures Manual. Other than correction of job titles, this section is substantially the same as the current contract.

ARTICLE SIXTEEN – RETIREMENT BENEFITS:

This section contains the same benefits provided to the Township's non-union employees and has been updated to reflect benefits of the MERS plans and outdated ordinances.

ARTICLE SEVENTEEN – INSURANCE:

This section contains the same benefits currently provided to non-union employees for FY 2019.

Retiree health insurance continues to be a key issue for the union members (because of the higher likelihood of injury and retirement between ages of 60 and 65. The language mirrors the Township's current Retiree Health Care plan, except that new firefighter hires are eligible for retiree health care.

ARTICLE EIGHTEEN – HARRASSMENT PROHIBITION:

This section is substantially the same and mirrors current language in the GHT Personnel Policies and Procedures Manual. Changes occurred to correct job titles and increase the amount of days the investigation team must complete a written determination, from 15 business days to 30 calendar days.

ARTICLE NINETEEN – INTERNET AND EMAIL REQUIREMENTS:

This section is the same as the current contract and mirrors language in the GHT Personnel Policies and Procedures Manual.

ARTICLE TWENTY – DRUG AND ALCOHOL-FREE REQUIREMENTS:

This section is substantially the same and mirrors current language in the GHT Personnel Policies and Procedures Manual. Changes occurred to clarify illegal drugs, include Med-1 as an additional testing site, reword "Employee Assistance Center" to "employee assistance program provider", and allow firefighters access to the employee assistance program upon hire, rather than waiting one year.

ARTICLE TWENTY-ONE – STATION DUTIES:

This section is substantially the same as the current contract. Additional language was added to clarify employee and employer rights and responsibilities, as it relates to work accommodations under ADA/ADAAA.

ARTICLE TWENTY-TWO – FITNESS REQUIREMENTS:

This section is substantially the same as the current contract. Additional language was added to designate the Fire Chief, Township Superintendent and Human Resources Director as developer of the physical examinations. A reference to Exhibit B, recommended physical examination, was also added.

ARTICLE TWENTY-THREE – UNIFORMS AND EQUIPMENT:

This section is the same as the current contract.

ARTICLE TWENTY-FOUR – MISCELLANEOUS PROVISIONS:

Language was removed related to the Basic Life Support program, as the Township runs an Advanced Life Support program. Updates were made to the Tuition Reimbursement section, to reflect the current board approved policy. Regarding evaluations, language was added to allow the Fire Chief to delegate this responsibility. Clarification was made to the residency section, to reference the 20-mile distance as a straight line. Vaping was added to the smoking section, as an action that is not permitted. Job title corrections were made. Language was added to require a submission of a secondary employment form, for firefighters working a second job. Lastly, reference to Public Act 436 of 2012 was corrected.

ARTICLE TWENTY-FIVE – DURATION:

The term of the contract is for five (5) years and will end on December 31, 2023.

EXHIBIT A – SALARY TABLE:

The salary table was updated to reflect the approved Cost of Living Adjustment (COLA) for 2019. Future pay increases are based upon the same COLA – if any – that the Board provides to non-union Township staff.

EXHIBIT B – MERCY HEALTH/WORKPLACE HEALTH PHYSICAL EXAMINATIONS:

This exhibit was added as a reference piece for Article Twenty-Two. It has been included to indicate the current tests recommended by the National Fire Protection Association.

If the Board wishes to approve the agreement pursuant to the recommendation of the Negotiating Committees, the following motion can be offered:

> **Move to approve the proposed collective bargaining agreement (dated 11/26/2018) that will be effective January 1, 2019, between Grand Haven Charter Township and Local 4475 of the International Association of Firefighters, AFL-CIO and to authorize the Supervisor and Clerk to execute the agreement**.

If you have any questions or concerns related to the bargaining agreement, please contact Andrea Dumbrell.

Draft Date
November 26, 2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN GRAND HAVEN CHARTER TOWNSHIP AND

LOCAL 4475 OF THE INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, AFL-CIO-CLC

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of January 2019, between GRAND HAVEN CHARTER TOWNSHIP (the "Township"), and the LOCAL 4475 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the GRAND HAVEN TOWNSHIP PROFESSIONAL FIREFIGHTERS, AFL-CIO-CLC (the "Union"), representing the full-time firefighters in the Township's Fire and Rescue Department.

ARTICLE ONE
RECOGNITION

Section 1.1 Collective Bargaining Unit. The Township recognizes the Union as the exclusive representative for all employees in the following unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

> All regular full-time firefighters employed by Grand Haven Charter Township in the Township's Fire and Rescue Department, but excluding the Fire Chief, all part-time firefighters, all clerk typists, all secretaries, all receptionists, all confidential employees, and all other employees.

Section 1.2 Purpose. The purpose of this Agreement is to assure mutually beneficial working and economic relationships between the Township and the Union.

Section 1.3 Full-Time Firefighter. A full-time firefighter is defined as a Township employee working in the Fire/Rescue Department as a firefighter who is regularly scheduled to work and who regularly does work at least 212 hours in a 28-day work period. This definition shall not include an employee who works at least 212 hours in a 28-day work period for a defined period of time, not to exceed six months, for a specific reason (e.g., another employee's disability, termination, personal leave, etc.).

Full-time firefighters shall include the following:

(a) Command officers, who have been promoted to positions of authority in the Fire/Rescue Department; and

(b) Equipment operators, who perform most but not all of the operation of the apparatus in the Fire/Rescue Department, in addition to their other duties.

ARTICLE TWO
UNION SECURITY

Section 2.1 Not Compulsory. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee concerning such matters.

Section 2.2 Union Membership. Because membership in the Union is not compulsory, it is a matter separate from an employee's obligation to share equally the costs of administering and negotiating this Agreement. Whether employees join, refuse to join, maintain, or drop their membership in the Union, the Union recognizes that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in Section 1.1, without regard to whether or not the employee is a member of the Union.

Section 2.3 Invalidity. If any provision of this Article is invalid under federal law or the laws of the State of Michigan, the provision shall be modified to comply with the requirements of Federal or State law.

Section 2.4 Indemnification. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

Section 2.5 Bulletin Board. The Employer agrees to provide space for the Union to install a bulletin board which shall be available for the exclusive use of the Union.

Section 2.6 Notices and Bulletins. The Union shall have the right to post Union notices and bulletins during regularly scheduled working hours.

Section 2.7 Union Meetings. The Union shall be allowed to hold Union business meetings, up to one per calendar month, at the main fire station adjacent to the Township Hall, provided permission is requested and received in advance from the Fire Chief. Permission will not be unreasonably denied. The meetings shall be held after 5:00 p.m. and they shall be limited to one hour in duration (two hours in duration for a collective bargaining agreement ratification meeting). On-duty personnel shall be allowed to attend these meetings.

ARTICLE THREE
DUES CHECK-OFF

Section 3.1 Deduction. The Employer agrees to deduct, from the pay of each employee, union dues and pay such amount deducted to the Local 4475 IAFF Treasurer for each and every employee, but only if the employee presents to the Township an authorization signed by the employee allowing such deduction and payment to the Union.

Section 3.2 Indemnification. The Union agrees to indemnify and save the Township harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for payment to the Union. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Township.

Section 3.3 Authorization Form.

Please Print:

By: _____, _____, _____
LAST NAME FIRST NAME MIDDLE INITIAL

TO: Charter Township of Grand Haven, Michigan

Effective _____, I authorize you to deduct from my earnings $_____ bi-weekly as my share of the cost of administration and negotiation of this and succeeding collective bargaining agreements with the Charter Township of Grand Haven (i.e., the "collective bargaining service fee"). In consideration of the Township providing this deduction service, I agree to hold the Township harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing this deduction service. I further specifically agree that in the event a refund of sums deducted under this Authorization is due to me for any reason, in further consideration of the Township providing this deduction service, I will seek such refund from the Union. The amounts deducted shall be paid to the Treasurer of the Union at the address provided by the Union. This authorization shall remain in effect unless terminated by me in writing, or upon termination of this Agreement or upon termination of my employment, whichever occurs first.

_____
Employee's Signature

_____
Address

_____
City, State and Zip Code

ARTICLE FOUR
UNION REPRESENTATION

Section 4.1 Bargaining Committee and Steward. The Township agrees to recognize a collective bargaining committee composed of three members of the Union. The Union reserves the right to include a representative from the State or International Union and/or its labor attorney and/or the labor attorney's designee on the committee. The function of the committee shall be to meet with representatives of the Township for purposes of collective bargaining or special conferences convened in accordance with this Agreement. One member of the Union shall be designated as steward and one member designated as alternate steward. The duty of the steward, and the

alternate in the absence of the steward, shall be to assist in the administration of this Agreement in accordance with the grievance procedure.

Section 4.2 Communications. Official communications from the Township to the Union shall be addressed to the designated steward or the steward's designee.

Section 4.3 Grievance Processing. When it is necessary for a recognized Union representative to leave assigned work to process a grievance in accordance with the grievance procedure or for negotiations or meetings with Township officials, the representative shall, in advance, request permission from the Fire Chief or the Township Superintendent. The representative shall notify the Fire Chief or the Township Superintendent when leaving and immediately upon returning to duty. The recognized Union representative shall be released from duty upon request as soon as a substitute has been obtained, if required. The Union recognizes and agrees that its representatives shall function in a manner that will not unreasonably interfere with the efficient operation of the Fire and Rescue Department.

Section 4.4 Notification. The Union agrees to give the Township Superintendent written notice of the names of its local officers who will function as bargaining committee members, steward and alternate steward in accordance with the Agreement before such officers shall be recognized by the Township.

Section 4.5 Lost Time. The Township will compensate Union representatives for time lost from their regular schedule of work while attending a negotiation session or a special conference with Township officials or while otherwise assisting in the administration of this Agreement. This includes compensating the steward for time lost during the steward's regular schedule of work for processing a grievance, but not more than two hours in duration each during a calendar month, and for attending a negotiation session with Township officials.

ARTICLE FIVE
RIGHTS OF THE TOWNSHIP

Section 5.1 Management Rights.

(a) The Union recognizes that it is in the best interest of the residents of the Township that the Township retains broad management rights and powers conferred upon it by the Constitution and laws of the State of Michigan with respect to making decisions about the provision of public safety services to Township residents. Except as specifically limited by other Sections of this Agreement, the Township retains all customary rights and powers of management, including but not limited to the following:

(1) The Township reserves the right to determine whether any public safety services or other related or unrelated work performed by the bargaining unit will be provided by the Township to its residents; pursuant to Section 5.3 of this Agreement whether any or all public safety services or other

related or unrelated work performed by the bargaining unit will be provided through bargaining unit employees, or by other non-bargaining unit Fire/Rescue Department employees of the Township, or by other employees of the Township; and whether the Township will enter into any cooperative, mutual aid, joint management, operating, or other agreements with other municipalities.

(2) The Township reserves the right to subcontract work normally performed by the bargaining unit pursuant to Section 5.3 of this Agreement.

(3) The Township reserves the right to determine the work to be performed by the bargaining unit; the assignment of part-time employees to temporarily fill full-time positions or shifts; the assignment of work to individual employees; the uniforms to be worn; the equipment to be used; and the procedures, methods and means to be used in accordance with the limitations of Section 5.2.

(4) The Township reserves the right to direct and evaluate the work force; to determine the size of the work force; to hire, promote, place on leave of absence, transfer, suspend, demote, discipline, discharge, layoff, and recall employees; to determine the number, starting time, ending time, and duration of shifts; to determine reasonable sleeping times; to assign employees to shifts; to determine the number of employees assigned to each shift; to determine the number of employees assigned to any operation, function, or work assignment; to determine the hours of work, work week, work period, pay period, and tours of duty; to determine work schedules; and to determine and assign overtime.

(5) The Township reserves the right to determine the location and number of facilities to be staffed and/or utilized by the Fire/Rescue Department, and to determine the equipment, supplies, and other things to be purchased and used by the Fire/Rescue Department.

(6) The Township reserves the right to determine all financial matters pertaining to the Fire/Rescue Department, including but not limited to the applicable payroll period, annual budget, modifications to the annual budget, and the expenditure of Fire/Rescue Department funds.

(7) The Township reserves the right to maintain order, productivity, and efficiency.

(8) The Township reserves the right to determine, establish, continue, add, delete, combine, reorganize, or otherwise modify operations, work standards, general orders and/or operating procedures, rules of conduct, safety rules, and the discipline to be imposed for violations of any of them.

(9) The Township reserves the right to determine, establish, add, delete, combine, reorganize, or otherwise modify qualifications and conditions for employment, including testing procedures and content.

(10) The Township reserves the right to make judgments regarding skill, ability, and qualifications of employees, and to determine who will be supervisors in accordance with the promotional procedure in Section 10.4 of the Agreement.

(11) The Township reserves the right to determine, establish, add, delete, combine, reorganize, or otherwise modify training requirements.

(12) The Township reserves the right to implement changes necessary to bring the Township into compliance with applicable Federal, State, or local laws/ordinances.

(b) The Township shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violations of those rules; to make judgments as to ability and skill; and to establish and change work schedules. These rights shall not be exercised in violation of any specific provisions of this Agreement. All existing rules and regulations, including standard operating procedures but excluding the Township Personnel Policies and Procedures Manual, in effect as of the effective date of this Agreement shall remain in effect.

Section 5.2 Rules and Regulations. The Township has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations established by the Township shall be delivered to the steward for inspection and review at least 14 working days before their establishment or revision. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed within 14 working days after the establishment or revision of such rule or regulation. Any rule or regulation, or any revision of a rule or regulation, that the Union does not grieve in accordance with the foregoing will be conclusively presumed to be consistent with, and not in violation of, this Agreement.

Section 5.3 Subcontracting and Assigning. This Agreement grants the right to the Township to subcontract and assign work normally performed by bargaining unit employees without bargaining over that decision. The Township agrees not to subcontract work, or to assign work to non-bargaining unit Township employees, which work is normally performed by bargaining unit employees, if the subcontracting or assigning will result in the layoff of any bargaining unit employees, without first giving the Union written notice of the intent to subcontract or assign at least 90 calendar days before the effective date of the subcontracting or assigning.

Section 5.4 Agreements with Other Municipal Entities. This Agreement grants the right to the Township to enter into agreements with other municipal entities to perform work normally performed by bargaining unit employees without bargaining over that decision. The Township agrees not to enter into agreements with other municipal entities to perform work normally performed by bargaining unit employees that will result in the layoff of any bargaining unit employees, without first giving the Union written notice of the intent to enter into the agreement at least 90 calendar days before the effective date of the agreement.

Section 5.5 Continuation of Part-Time Fire/Rescue Program. The Union recognizes that the Township has a part-time Fire/Rescue program, which the Union agrees may continue to exist. Neither the Union nor any of its members or officers shall take action intended to adversely affect the continuation of the Township's part-time Fire/Rescue program. The Union recognizes that there may be periods where part-time staff may hold positions of authority over full-time staff under the incident command system. Part-time staff shall not hold positions of rank over full-time staff.

ARTICLE SIX
NO STRIKE - NO LOCKOUT

Section 6.1 Essential Services. The Township and the Union agree that the services performed by the employees covered by this Agreement are services essential to health, safety and welfare.

Section 6.2 No Strike. Because of the prohibition of strikes in Act 336 of the Michigan Public Acts of 1946, as amended, and because of the Union's commitments in this Agreement, the Union agrees that neither it nor its members will for any reason, directly or indirectly, call, sanction or engage in any strike, walkout, slowdown, stay away, limitation of service, boycott of a primary or secondary nature, picketing or any other activity that may disturb, restrict or interfere with the services provided by the Township and its peaceful operations.

Section 6.3 Discipline or Discharge. Individual employees or groups of employees who instigate, aid or engage in any activity prohibited by Section 6.2 above may be disciplined or discharged in the sole discretion of the Township, without recourse to the grievance procedure established in this Agreement.

Section 6.4 No Lockout. The Township agrees that during the term of this Agreement, it will not lockout any employee covered by this Agreement.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

Section 7.1 Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement. The grievance procedure shall not apply to any dispute concerning any retirement plan, or any insurance plan, or the payment of any retirement or insurance benefits, other than specific obligations placed upon the Township by this Agreement with regard to those plans.

Section 7.2 Grievance Procedure. All grievances shall be processed in the following manner. However, grievances concerning verbal reprimands, even if the verbal reprimand is confirmed in writing, shall not be processed beyond Step 3 of the grievance procedure.

(a) STEP 1. An employee with a complaint shall discuss the matter with the Fire Chief within five business days of the occurrence of the incident which gave rise to the complaint, or within five business days of the employee's knowledge of the incident. If requested by the employee, the steward shall be present. The Fire Chief shall give an answer within five business days from the discussion with the employee.

Notwithstanding the above, a grievance concerning the discipline or discharge of an employee shall begin at Step 2 within 10 business days of the occurrence of the incident which gave rise to the complaint, or within 10 business days of the employee's knowledge of the incident.

(b) STEP 2. If the grievance is not satisfactorily settled in Step 1, and if the Union wishes to pursue the grievance, then the grievance must be reduced to writing. The grievance shall list the Sections of the Agreement alleged to have been violated, it shall be signed by the grievant, and it shall be submitted to the Fire Chief within 10 business days from the Fire Chief's answer in Step 1. The Fire Chief and the steward shall discuss the grievance in an attempt to resolve the matter. The Fire Chief shall answer the grievance in writing and return it to the steward within 10 business days after that meeting.

(c) STEP 3. If the grievance is not satisfactorily settled in Step 2, the Union may appeal the decision of the Fire Chief by submitting the written grievance to the Township Superintendent within 10 business days following receipt of the Fire Chief's answer in Step 2. The Township Superintendent may schedule a meeting with the steward to discuss the grievance in an attempt to settle the matter. If that discussion is held, it may be held during a personal meeting or by a conference telephone call. The Township Superintendent shall answer the grievance in writing and return it to the steward within 10 business days after the meeting, if it is held, or else within 30 calendar days after the Township Superintendent receives the grievance from the Union if the meeting is not held.

(d) STEP 4. For any grievance which is arbitrable, the Union may appeal the decision of the Township Superintendent to binding arbitration by giving written notice to the Township of its desire to arbitrate within 30 calendar days after receipt of the Township Superintendent's answer in Step 3.

Section 7.3 Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement, one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected

from a panel of arbitrators obtained from the American Arbitration Association, with each party alternately striking a name (the Union shall strike first). The remaining name shall serve as arbitrator. Upon request of either party, a second panel may be obtained in lieu of the first panel, and the selection process shall be repeated, including the right to obtain one more panel of arbitrators. The arbitrator's decision shall be binding. Each party shall bear the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Union and the Township.

Section 7.4 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator may be permitted to hear the merits of the grievance. The Union acknowledges that the Township retains all rights not otherwise abrogated under the express terms of this Agreement. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

Section 7.5 Time Limitation. Time limits established in the grievance procedure shall be followed by the parties. If the time limits are not followed by the Union, the grievance shall be considered settled in accordance with the Township's last disposition. If the time limits are not followed by the Township, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 7.6 Time Computation. Saturdays, Sundays and recognized holidays shall not be counted under the time procedures established in the grievance procedure. All other days shall be considered business days for purposes of time computation within this Article, even if a particular employee does not work on that day.

Section 7.7 Group Grievance. The Union may act as the grievant on any grievance which involves several members of the unit or on any grievance which concerns the collective bargaining unit as a whole.

Section 7.8 Veteran's Preference Act. Some employees may be entitled to a hearing under the Veteran's Preference Act (MSA 4.1222; MCL 35.402) before they may be removed or suspended or transferred without their consent. If an employee demands a hearing under the Veteran's Preference Act, the employee shall immediately and automatically forfeit any right the employee might otherwise have had to file a grievance pursuant to the grievance procedure in this Agreement.

Section 7.9 Arbitration After Expiration of Agreement. The Township shall not be obligated to arbitrate any grievance for which a timely request for arbitration was not filed prior to the expiration of this Agreement.

ARTICLE EIGHT
DISCIPLINE

Section 8.1 Township Discretion.

(a) The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Township, subject to the terms of this Agreement. Discharge, suspension or discipline must be by proper written notice to the employee, and only if the Township has just cause to take such action.

(b) The Township agrees that disciplinary action it has taken against an employee more than three years before the employee applies for a promotion shall not be considered by the Township when deciding whether or not to promote that employee to the applied-for position.

Section 8.2 Discussion. The discharged, suspended or disciplined employee will be allowed to discuss the discharge, suspension or discipline with the steward. The Township will generally make available an area where the employee may do so before leaving the Township property. Upon request, the Township will discuss the discharge, suspension or discipline with the employee and the steward.

Section 8.3 Acknowledgment of Discipline. The employee will be required to acknowledge receipt of the discipline or discharge, except that the employee may request the presence of a steward prior to signing. The employee's signature does not mean agreement with the charges or penalties.

Section 8.4 Timeliness. If an employee who is disciplined or discharged fails to file a grievance within the time specified in the grievance procedure, the employee shall forfeit all rights to the grievance procedure.

Section 8.5 Types of Discipline. Nothing set forth in this Section should be interpreted to restrict the Township discretion pursuant to Section 8.1 of this Agreement. If a violation of any work rule occurs, the Township, at its own discretion, may choose any form of disciplinary action, including discharge.

The types of discipline that may occur are as follows in general order of increasing formality and seriousness.

(a) Verbal Warning. A verbal statement by the supervisor to an employee, usually pointing out an unsatisfactory element of job performance, is intended to be corrective or cautionary. A verbal warning informally defines the area of needed improvement, sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions. A copy shall be given to the Human Resources Director for placement in the employee's personnel file.

(b) Written Reprimand. This is the first level of formal discipline. The written reprimand is issued by the Fire Chief with the approval of the Township Superintendent, and a copy to the Human Resources Director for placement in the employee's personnel file.

(c) Suspension. An employee may be suspended from work without pay by recommendation of the Fire Chief to the Township Superintendent. Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, coworkers, the public, or the employee's inability to discharge assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee immediately in that situation will be the Fire Chief's. The following procedure is then to be followed.

(1) The Fire Chief, upon taking action to suspend an employee, will immediately notify the Township Superintendent and Human Resources Director.

(2) As soon as possible after the initial action, but not later than three working days, the Township Superintendent will prepare written notification to the affected employee, setting forth the reasons for and the length of the suspension.

In no event will the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

(d) Disciplinary Demotion. Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of the Fire Chief and approval of the Township Superintendent. A copy of such written notice will be given to the affected employee.

(e) Discharge. Subject to Section 8.1, the employee or the Township is free to terminate the employment relationship at any time. Recommendations to discharge an employee are to be made by the Fire Chief, and authorized by the Township Superintendent. In exercising such a policy, the Township will attempt to inform an affected employee confidentially of the circumstances surrounding a discharge. In any event, prior to a discharge, an employee will be given written notice of the charges against the employee. The employee will be given an opportunity to respond to the charges before any discharge takes effect.

ARTICLE NINE
SENIORITY

Section 9.1 Seniority Definition. Seniority shall be defined to mean the length of the employee's service with the Township in the Fire/Rescue Department commencing from the last date of hire as a full-time employee. However, seniority shall not accrue during any leave of absence unless otherwise provided in one of the leaves of absence sections of this Agreement. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 9.2. Seniority for Shift Bidding. Seniority will be used in general for shift bidding. When the shift openings are posted by the Fire Chief, bargaining unit employees may select which shift they want to work by rank and position. The Township reserves the right to make shift assignment adjustments based on skills, compatibility, and other management objectives.

Section 9.3 Probationary Period. All new employees shall be considered probationary employees for a period of one year. The probationary period shall be extended for a period of time equal to any time that an employee is absent from duty, if such period of absence is greater than 14 consecutive calendar days. The probationary period may be extended by mutual agreement between the employee, the Union and the Township, up to a period of an additional year. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from the employee's last date of hire as a full-time employee. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off, disciplined or terminated by the Township at any time without regard and without recourse to this Agreement.

Section 9.4 Seniority List. The seniority list shall show the names, seniority dates, classifications and ranks of all employees in the bargaining unit. The Township will keep the seniority list up-to-date from time to time. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.5 Loss of Seniority. An employee's seniority and the employment relationship with the Township shall terminate for any of the following reasons.

(a) The employee resigns or quits.

(b) The employee is discharged and the discharge is not reversed.

(c) The employee retires.

(d) The employee is convicted of a felony in a court of law, or the employee is convicted of any criminal offense concerning the employee’s lack of honesty or the employee’s threat to the safety of others.

(e) The employee is absent without approved leave for three consecutive scheduled workdays, unless the employee's absence is for a reason satisfactory to the Township.

(f) The employee fails to return from paid time off, disciplinary suspension, or any leave of absence on the specific date of return, unless the employee's failure to return is for a reason satisfactory to the Township.

(g) The employee has been on layoff for a period of time equal to the employee's seniority at the time of layoff or 12 months, whichever is less.

(h) The employee is on a medical leave for a period of 12 consecutive months or until the employee is able to retake the agility test, whichever is longer. The Township Board of Trustees, in its discretion, may grant an even longer period to an employee who is on workers compensation leave. The Township Board of Trustees may consider whether or not the employee is receiving worker's compensation benefits when deciding whether or not to give the employee a longer period.

(i) The employee makes a false statement on the employee's employment application or on an application for a leave of absence.

(j) The employee accepts employment while on a leave of absence, unless approved in advance by the Township.

(k) The employee is incarcerated for three consecutive scheduled workdays.

(l) The employee fails to meet all qualifications for the employee's position, including but not limited to possession of a valid unrestricted driver's license, fitness and training in accordance with the terms of this Agreement.

ARTICLE TEN
LAYOFFS, RECALLS, TRANSFERS AND PROMOTIONS

Section 10.1 Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied. The terms "layoff" and "laid off" do not include the reduction of an employee from full-time status to part-time status. Employees to be laid off shall receive at least seven calendar days advance written notice. A copy of the written notice shall be sent to the Union steward or the Union steward's designee.

(a) The first employees to be laid off shall be any part-time employees. If further layoffs or reductions to part-time status are necessary, the Township agrees to lay off or reduce probationary full-time employees. If even further layoffs or reductions are necessary, the Township agrees to lay off or reduce to part-time status the employees with the least seniority in the rank and classification

affected, but only if the remaining senior employees have the experience and training to perform the required work.

(b) If it is necessary to reduce a command officer from the Fire/Rescue Department, the command officer may replace an equipment operator if the command officer has greater seniority and the experience and training to perform the required work. A command officer who replaces an equipment operator under this procedure shall receive the equipment operator's rate of pay.

(c) Seniority shall not accrue during any layoff. Benefits such as but not limited to vacation and sick leave do not accrue or continue during any layoff.

(d) If an employee is laid off for six months or more, the Township may require the employee to have a physical examination prior to returning to active duty.

Section 10.2 Recall. Unless they have lost their seniority under Section 9.5 above, employees shall be recalled in the order of their seniority, but only if any recalled employee has the experience and training to perform the required work.

Section 10.3 Transfer from the Bargaining Unit. If an employee is transferred to a position with the Township which is outside this bargaining unit, and if the employee is then transferred back to a position within this bargaining unit without a break in Township employment, the employee's seniority shall not include any time spent outside this bargaining unit, even if in the Fire/Rescue Department. The Union acknowledges, however, that the Township retains the sole right to determine the wages, hours and conditions of employment for all employees outside of this bargaining unit, including the right to determine whether the employee can return to this bargaining unit, subject to any other collective bargaining agreements to which the Township is a party.

Section 10.4 Promotion to Command Position. Whenever the Township determines that a vacancy exists in a command position in the bargaining unit and such vacancy is to be filled, the Township shall use the following promotional procedure.

(a) A notice that the Township is accepting applications to fill the vacant position will be posted at the Fire/Rescue Department for a minimum of 10 days.

Interested applicants will submit a completed Township application and resumé to the Human Resources Director within the specified time period.

To be eligible for promotion, an applicant must have been a full-time firefighter for two years, or a part-time firefighter for six years with current Emergency Medical Services licensure of Emergency Medical Technician or greater for at least two years.

(b) At the conclusion of the application period, the Fire Chief and the Human Resources Director shall meet to determine if a sufficient number of qualified candidates have submitted applications. If an insufficient number has been received, the Township may seek interested candidates from outside the Fire/Rescue Department. Internal candidates will be considered along with any external candidates that may apply.

At the conclusion of the application period, or extended application period, candidates who submitted an application and resume will complete the following process:

(1) A written test;

(2) An assessment center or other management exercise if deemed appropriate by the Township; and

(3) An interview panel.

(c) The written test, assessment center or other management exercise will be administered no later than four weeks after the close of the application period, or extended application period. General firefighter knowledge as well as command and management techniques shall be tested. The Township will assure that any resource material pertinent to the test will be available for candidates at least two weeks prior to the test.

The Human Resources Director or the Human Resources Director's designee will administer the written test, assessment center or other management exercise.

(d) An applicant must obtain a minimum score of 70 percent on the written test, assessment center or other management exercise in order to remain a candidate for the vacant position.

The interview panel will be conducted no later than 10 days after the administration of the written test, assessment center or other management exercise. The panel will consist of the Fire Chief, the Human Resources Director and two outside members, one chosen by the Township and one chosen by the Union President or the Union President's designee.

The Human Resources Director shall act as the head of the interview panel and shall prepare a written list of questions with such input from the rest of the panel as the Human Resources Director desires. Once the final number of questions is determined, the number of questions shall be divided into 100 to determine a point value per question (i.e., 20 total questions: 100 ÷ 20 = 5 points per question). Candidate responses will be given a numerical score by each panel

member. The Human Resources Director will total the scores and divide by the number of panel members to determine an average score.

At the conclusion of the interviews, the panel shall share with the Township Superintendent the scores and the panel's recommendation.

The Township shall share with any internal applicant that applicant's test results.

(e) A full-time firefighter for the Township who is an applicant under this process shall receive an additional one-twelfth point per month of full-time service as a firefighter for the Township up to a maximum of 10 points.

A current full-time firefighter with the Township who is an applicant under this process shall receive an additional 10 points, but only in comparison to applicants from outside the Township.

(f) After obtaining the recommendation of the interview panel, the Fire Chief and Human Resources Director shall meet to review the results of the interview panel and the written test, assessment center or other management exercise and reach consensus on a candidate for recommendation to the personnel committee and the Township Board for appointment. The candidate shall be chosen from among the three candidates with the combined highest scores during the testing process.

(g) The remaining top two candidates shall remain on the promotion list for one year. If further positions for the tested rank become available, the Township may select one of the two remaining candidates without repeating the promotion process. Alternatively, the Township may repeat the promotion process if it desires.

(h) During the first 90 calendar days following a placement or promotion of an internal candidate, the Township or the employee may exercise discretion to return the employee to the employee's former position, if the Township or the employee determines that the placement or promotion has not been or will not be successful.

Section 10.5 Temporary Assignment to Position. The Township may temporarily assign an employee to a vacancy. If the vacancy is because of an employee's injury or illness, not because of a position elimination or other reason, and if the temporarily assigned employee holds the assigned position for more than 30 calendar days, then after those 30 calendar days the temporarily assigned employee shall be paid according to the wage scale for the assigned position, at the lowest step which affords the employee a wage increase over the wage the employee was making at the time of the assignment.

ARTICLE ELEVEN
HOURS OF WORK

Section 11.1 Work Week and Day.

(a) The average work week will be 54 hours and employees will be scheduled to work nine (9) twenty-four (24) hour shifts within a twenty-eight (28) day cycle. The twenty-eight (28) day cycles will begin on January 9, 2012. The normal work day will be 24 hours; and the normal work schedule will be as follows:

1 on/1 off; 1 on/1 off; 1 on/4 off.

(b) Work days shall generally commence at 8:00 a.m. and continue to 8:00 a.m. the following day.

(c) Overtime will be computed according to a 28-day work period. Thus, overtime (at the rate of time and one-half the employee's regular straight time hourly rate) will be paid for hours paid (i.e., not just worked) in excess of 212 hours during a 28-day work period.

(d) Notwithstanding anything contained in this Section to the contrary, when an employee's regular shift pattern results in ten (10) scheduled twenty-four (24) hour shifts in a twenty-eight (28) day cycle, the employee will not work one of the scheduled shifts of the employee's choosing as long as overtime is not incurred (i.e., one 24-hour day or two 12 hour days) during the twenty-eight (28) day cycle. Such time off without pay shall not be considered a layoff or a reduction of the work force for purposes of this Agreement.

(e) On the second pay day for each twenty-eight (28) day cycle, all employees scheduled and paid for nine (9), twenty-four (24) hour shifts within the cycle will be paid four (4) of their hours at their overtime rate. Employees may choose, prior to earning the four (4) hours at their overtime rate, to receive the additional two (2) hours as two (2) hours of compensatory time (i.e. four (4) hours at one-half (1/2) their regular rate of pay). The request to receive compensatory time must be made prior to the overtime being earned by completing a Compensatory Time Request Form. A maximum of 26 hours can be accumulated in the Compensatory Time bank. Accumulated hours can be carried over up to the maximum accumulation allowed (i.e. 26 hours). Compensatory time may only be used by an employee at the mutual convenience of the Township and the employee. This paragraph constitutes compliance with the FLSA.

(f) All of the provisions of this Section are subject to management rights retained by the Township, including but not limited to the rights to determine the hours of work, work week, work period, pay period, tours of duty and work schedules.

Section 11.2 Call-In Time. Employees who are called back to duty during scheduled off-duty time shall be compensated for a minimum of one hour at one and one-half times the employee's regular hourly rate.

Section 11.3 Authorization. All callback scheduling and operations shall be authorized by the Fire Chief or the Fire Chief's designated representative.

Section 11.4 Filling of Open Shifts and Distribution of Overtime. The distribution of overtime shift work shall be first distributed by seniority as follows unless the Township continues the Advanced Life Support program and a paramedic is needed to fill the open position. In that event, it will be distributed by license level and by seniority as follows (subject to personnel changes):

J. Kriger;
S. Schrader;
D. Marshall;
M. Schweitzer;
D. Peterson;
B. DeDoes.

After the initial distribution by seniority, overtime will be distributed on the amount of hours each employee has in the employee's "bank," starting with the employee with the least amount. If a paramedic is needed to fill the open shift, then it will be filled with a paramedic, starting with the paramedic with the least amount of overtime until filled (e.g., if all employees have 12 hours in their bank except for Schrader, who only has six hours, Schrader gets first choice at the overtime until he no longer has the least).

If an employee is offered a shift and turns it down, the employee's bank will be charged the hours as if the employee had worked them unless the employee is on paid leave (paid leave will be defined as: the employee has taken a paid leave of absence for either the shift immediately prior to or immediately following the overtime shift offered) or the employee is out of the area on Township business. If the employee is offered a shift of more than four hours, the employee must take the entire shift (e.g., if the employee is offered 12 hours but only chooses to take eight hours, the employee's bank will be charged all 12; if the employee is offered 24 hours, the employee may take 12 and not be charged the other 12, but if the employee takes anything over the first 12 hours, the employee's bank will be charged for 24).

Overtime shift work for an opening of four hours or less will not be counted towards or against an employee's bank. This covers items such as coming in early, holding over, the first hours of a sick call or if someone is sent home at the beginning of a shift.

This distribution of overtime for full-time firefighters will cover all forms of overtime, open shifts, fire prevention details and special assignments. However, this distribution will not include overtime due to emergency call response or overtime that requires an employee with special certifications that may be needed for a particular assignment (e.g., a fire inspector is

needed for inspections or an EMS I/C is needed to teach a class). The employee must be qualified to work the position that is open for overtime.

Overtime shift hour banks will reset to zero hours for all members when there is a new full-time hire into the collective bargaining unit at the Fire/Rescue Department. When all banks are at zero hours, shift overtime will be distributed according to this Section.

Subject to the requirements of the Advanced Life Support Program, notwithstanding the above, the Township may fill any open shift with part-time staff.

Should the Union raise a concern that any single part-time staff is filling what the Union considers to be an excessive number of open shifts, the Township agrees that it will discuss these concerns and consider administrative limitations on the filling of open shifts with part-time staff.

Section 11.5 No Pyramiding. Premium payments shall not be duplicated for the same hours worked under any provisions of this Agreement.

Section 11.6 Jury Duty. Employees required by law to serve as jurors shall, upon satisfactory proof to the Township of such service rendered, receive the difference between the jury pay and the regular straight-time hourly rate for time lost from scheduled hours of work while on jury duty.

It shall be a condition of the previous paragraph that an employee report for work whenever excused from jury duty during the employee's normal work hours, and work the balance of the employee's regularly scheduled hours of work. However, an employee's combined hours of work and jury duty may not exceed the number of hours the employee normally works during a day unless the employee voluntarily agrees to the additional hours.

Section 11.7 Trade Time. The Employer and the Union agree that employees may have the privilege of trading work days or any portion thereof with other employees with the advance permission of the Fire Chief or the Fire Chief's designee. No request shall be unreasonably denied.

The Union agrees that the privilege of trading time shall not result in any overtime being incurred.

Section 11.8 Filling Shifts by Fire Chief. Should the Union raise a concern that the Fire Chief is filling an excessive number of open shifts, the Township agrees it will discuss these concerns and consider limitations on the filling of those open shifts by the Fire Chief.

ARTICLE TWELVE
LEAVES OF ABSENCE

Section 12.1 Family and Medical Leave Act. In dealing with employees on leaves of absence, the Township shall comply with the requirements of the Family and Medical Leave Act of 1993,

as amended ("FMLA"). An approved FMLA Leave will run concurrent with any of the leave types below for which FMLA is applicable.

Section 12.2 Workers Compensation Leave. This is an absence due to work related injury. This type of leave runs concurrent with any approved FMLA leave. This type of leave may not be more than 18 months at which time seniority may end at the discretion of the Township. See Section 9.5.

Section 12.3 Medical Leave. This is an absence due to a personal injury, illness, or disability. This type of leave runs concurrent with any approved FMLA leave. This leave shall be with pay from the Township until all sick time and paid time off is exhausted. The leave shall then be without pay from the Township. An employee may be on medical leave for a period of not more than 12 months.

Section 12.4 Personal Leave. This is an unpaid absence to take care of personal matters. All leaves of absence, including educational leave, not otherwise specifically provided herein, shall be considered personal leaves and be subject to the rules in this Section.

Section 12.5 Bereavement Leave. A full-time employee will be granted a bereavement leave for a period of up to 28 consecutive calendar days to attend the funeral and care for related matters in the event that a death occurs to a member of the employee's immediate family. Immediate family shall mean the employee's spouse, domestic partner, parents, children, siblings, siblings-in-law, grandparents, current father-in-law, current mother-in-law, grandchildren, and IRS defined dependents living with the employee. A full-time employee will be granted bereavement leave for a period of up to seven consecutive calendar days to attend the funeral and care for related matters in the event that a death occurs to a member of the employee’s extended family. Extended family shall mean the employee’s aunts, uncles and first cousins. An employee who loses work from the employee's regularly scheduled hours (other than training, call-in, or non-scheduled hours) shall receive the employee's regular rate for such lost time during the bereavement leave. Additional days of bereavement leave may be granted in the discretion of the Township and the employee may use accrued paid time off to receive pay for additional working time lost from the employee's regularly scheduled hours. For purposes of this Section, parents and children include natural, step and adoptive.

No bereavement pay will be paid for any funeral day or mourning day which falls on a holiday, vacation day, scheduled day off, leave of absence day or layoff day. The Township must be notified immediately of a death in the family and the extent of the expected absence.

Section 12.6 Military Training Leave. This is an absence for a military service reserve unit member to attend a required military training camp. The employee shall be paid the difference between his/her military pay and his/her regular salary or wage.

Section 12.7 Military Active Duty Leave. This is an absence for a military service member who has been called to active duty.

Section 12.8 Paid Leave. This is a leave type listed above, during which any amount of paid time off (i.e. sick days, floating holidays, PTO) or pay is being received by the employee from the Township. Disability benefit payments or workers compensation benefit payments are not received from the Township.

Section 12.9 Unpaid Leave. This is a leave type listed above, during which no paid time off (i.e. sick days, floating holidays, PTO) or pay is being received by the employee from the Township.

Section 12.10 Leave of Absence Application and Approval. Regular PTO use is not considered a leave of absence under this policy. An employee is required to apply for a leave of absence if all of the following apply.

(a) The leave is a type listed in Article 12.

(b) The leave will be a duration of more than three working days or will be intermittent and equal a total of three or more working days.

An employee applying for a leave must do so as soon as possible which should be a minimum of 30 days prior to the beginning date of leave when possible. A Leave Request Form can be requested from the Human Resources Director.

Section 12.11 Leave Approval. Leaves of absence are subject to approval by the Fire Chief and the Human Resources Director with the exception of unpaid Personal Leaves longer than one week which are approved by the Personnel Committee. Leave requests not covered by FMLA (excluding any military leave) will be subject to the following guidelines:

(a) The employee has been on the regular payroll for six (6) months or more;

(b) The employee must have the intention of returning to the Township at the end of his/her leave of absence; and

The granting or denial of any leave of absence, including any renewal or extension thereof, shall be in the Township's sole discretion, based on the availability of qualified substitute help, the needs of the Township, the frequency of such requests, and\or other factors deemed pertinent by the Township. The granting or denial of any leave or extension in a given case shall not be deemed a practice or precedent insofar as any other case is concerned.

Section 12.12 Use of Paid Time Off Requirement. Employees may use available paid time off (i.e. sick days, fire holidays, PTO, etc.) during a leave of absence to cover the leave. and/or supplement workers compensation and disability benefits. If you are receiving disability or workers compensation benefits, the Township will determine the amount of supplemental time off required for your pay to be what it would be if you were not on a leave of absence. Any available sick time will be used first in the case of medical leave or workers compensation leave. Military leaves do not require use of available paid time off.

ARTICLE THIRTEEN
HOLIDAYS

Section 13.1 Holidays. Subject to and in accordance with these provisions, eligible employees shall be entitled to four 24-hour "holidays" (in the form of work days off without loss of pay) per calendar year of employment. Employees working less than the full calendar year shall have the four "holidays" pro-rated according to the number of full three calendar month periods (i.e., quarter years) they work during the calendar year (i.e., one "holiday" for each full three calendar month period worked by the employee).

Section 13.2 Eligibility. To be eligible for "holidays" under this Agreement, an employee must be a regular, full-time employee on the day of the "holiday;" and must have worked the employee's full schedule of hours on the employee's last scheduled work day before the "holiday" and first scheduled work day after the "holiday," unless (a) the "holiday" was adjacent to the employee's paid vacation and both the "holiday" and paid vacation times were approved in advance by the Township, provided that the employee worked the employee's full schedule of hours on the employee's last scheduled work day before the employee's paid vacation and the adjacent "holiday," and provided that the employee worked the employee's full schedule of hours on the employee's first scheduled work day after the employee's paid vacation and the adjacent "holiday;" or (b) the employee's absence on the last work day before or first work day after the "holiday" was due to the employee's illness (doctor's slip will be provided if requested by the Township).

Section 13.3 Ineligibility. No "holiday" pay will be paid to an employee for any "holiday" which occurs after the date of the employee's quit or discharge, or while the employee is on a leave of absence, or while the employee is absent due to an illness or injury or disability (occupational or non-occupational), or while the employee is laid off.

Section 13.4 Scheduling. All paid "holidays" provided pursuant to this Agreement shall be taken at times mutually agreeable to the employees and the Township consistent with the proper and efficient management, operation and maintenance of the Fire/Rescue Department. It is expressly understood and agreed, however, that no paid "holidays" shall be taken at any time or times which interfere with any paid vacation schedule (i.e., in the event of a conflict between a paid "holiday" schedule and a paid vacation schedule, the vacation schedule shall take precedence). All paid "holidays" shall be selected on a first come first serve basis, without regard to seniority.

ARTICLE FOURTEEN
PAID TIME OFF

Section 14.1 Paid Time Off Benefits. Each full-time employee shall earn paid time off ("PTO") in accordance with the following schedule. PTO provides employees compensation for time off when absent from work for such purposes as vacation, illness, personal days, family emergencies, and medical/dental care.

PTO Schedule	PTO Hours (24 hour per day personnel)
Upon completion of each full month of employment until January 1 after an eligible employee's completion of one year of continuous full-time employment with the Township – then use schedule below.	20 hours
On January 1 after an eligible employee's completion of one year of continuous full-time employment with the Township	240 hours
On January 1 after an eligible employee's completion of two years of continuous full-time employment with the Township	288 hours
On January 1 after an eligible employee's completion of five years of continuous full-time employment with the Township	336 hours
On January 1 after an eligible employee's completion of 10 years of continuous full-time employment with the Township	360 hours
On January 1 after an eligible employee's completion of 15 years of continuous full-time employment with the Township	408 hours

Section 14.2 Paid Time Off Pay. PTO pay shall be at the regular straight-time rate exclusive of all premiums at the time the employee takes PTO leave.

Section 14.3 Paid Time Off Accrual During Leave. Paid time off does not accrue during any unpaid leave of absence unless otherwise specifically provided in this Agreement. Personal leaves exceeding 30 days shall be without accumulation of any paid time off, fringe benefits, and without any insurance continuation.

Section 14.4 Paid Time Off Scheduling.

(a) Employees may schedule PTO during the 12 months following each January 1 upon proper notice as determined by the Fire Chief, provided that, in the opinion of the Fire Chief, such time off does not unreasonably interfere with the efficient operation of the Fire/Rescue Department.

(b) PTO request preference shall be granted on a first come, first served basis. PTO requests generally must be submitted in writing by the employee at least 14 days in advance of the period requested. Scheduled PTO requests may be granted by the Fire Chief with less than 14 days advance notice if determined by the Fire Chief to be consistent with the needs of the Fire/Rescue Department.

Section 14.5 Minimum Increments. PTO benefits must be taken in increments of not less than two hours, until the employee has less than two hours of PTO left; then the employee must take all of the remaining vacation at one time.

Section 14.6 Unscheduled Paid Time Off. PTO may be used by an employee in case of bona fide illness or injury, or on an unscheduled basis, subject to the following.

(a) An employee who expects to use PTO for the employee's illness or injury must notify the Fire Chief, or the Township's Human Resources Director, as promptly as possible under the circumstances, but in any event at least one hour before the start of the employee's scheduled shift unless extenuating circumstances prevent such advance notice. Failure to do so could result in denial of the employee's claim for PTO benefits.

(b) The Township reserves the right to request evidence or explanation of illness or injury as it deems necessary to justify the request for unscheduled PTO benefits.

(c) A doctor's certificate may be required by the Township before an employee returns to duty after taking PTO for the employee's illness or injury. The Township will pay for the cost of obtaining any doctor's certificate required by the Township. A completed application on a Township form must be signed by an employee claiming PTO for the employee's illness or injury, and it must be submitted by the employee upon returning to active duty. Falsification of any application shall be cause for discharge.

(d) Excessive unscheduled time off will be reviewed by the Township and corrective action taken if deemed necessary.

(e) Employees who work less than their regularly scheduled number of hours will be required to use PTO hours (to the extent accrued and available) for the hours not worked.

Section 14.7 Maximum Accumulation. Employees may accumulate up to twice their annual accrual. Once employees have accumulated twice their annual accrual rate, they will stop accruing PTO until they use some of their PTO.

Section 14.8 Sale of Paid Time Off Benefits. Employees may, subject to the limitations and restrictions of this Section, elect on a quarterly basis to sell a portion of their PTO balance. Such election (if any) must be made in writing (on a form available from the Township) and must be filed with the Fire Chief and Human Resources Director 30 days prior to the start of the quarter in which the PTO will be sold (i.e. cashed out). An employee's election to sell PTO is irrevocable after submittal to the Fire Chief and Human Resources Director. An irrevocable election to sell future PTO accruals shall be subject to the following additional conditions.

(a) The sale cannot occur until the PTO is available for use by the employee.

(b) The employee may not sell more than 50% of the PTO available to the employee on January 1st of the year the PTO is being sold.

(c) The sale may not occur if it would reduce the employee's remaining (i.e., after the sale) PTO balance below 240 hours.

(d) The PTO sale will be at the employee's regular straight time hourly rate at the time the sale occurs.

(e) The employee may, consistent with the terms and conditions of this Section, designate the pay period during which the PTO sale should occur provided the employee does so in writing to the Human Resources Director at least 30 days before the pay day at which the employee desires to receive payment. In the event the employee fails to properly designate the pay period during which the PTO sale should occur, payment shall be made at such time as the Township may determine.

Section 14.9 Holidays During Paid Time Off. When a holiday occurs during an employee's scheduled PTO, and the employee is eligible for holiday pay, payment for that holiday will be covered by holiday pay and not available PTO hours.

Section 14.10 Conversion From Sick Leave to Paid Time Off. Employees' sick bank balances were frozen after the effective date of the original Agreement. Frozen sick banks are not available for use for regular sick day absences. If the employee is on an approved medical leave, the employee will be required to use frozen sick time if the employee has a frozen sick bank. If an employee is on an approved absence using PTO which then becomes an approved medical leave, the employee may replace the PTO used for the medical leave portion with frozen sick time upon request to the Human Resources Director.

An employee with a frozen sick bank who retires from the Township shall be entitled to a payment from the Township equal to 50 percent of the value of the employee's frozen sick bank.

An employee with a frozen sick bank may also use the proceeds of the frozen sick bank to continue the employee's pay during a leave because of the employee's own condition pursuant to the Family and Medical Leave Act.

Section 14.11 Benefit on Termination. Employees who leave the employ of the Township shall be paid cash at their regular rate of pay for all hours of earned and accumulated but unused PTO, if they give the Township at least two weeks notice prior to termination.

Section 14.12 Supplementary Disability Payments. An employee with earned and accumulated but unused PTO may use those benefits to supplement short-term disability or long-term disability payments, up to approximately the employee's normal pay level.

ARTICLE FIFTEEN
DONATION OF PAID TIME OFF

Section 15.1 Policy Statement. The Township recognizes that employees may have an illness resulting in a need for additional time off in excess of their available PTO. To address this need, all eligible employees will be allowed to donate PTO from their unused balance to a sick bank in accordance with this Article. This Article is strictly voluntary.

Section 15.2 Eligibility. Employees who donate PTO must be employed with the Township for a minimum of one year.

Section 15.3 Guidelines.

(a) Employees who would like to make a request to receive donated PTO from the sick bank must have a situation that involves a medical condition of the employee or an immediate family member that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the donation of PTO allowed by this Article. These events may include one's own or immediate family member's terminal, life-threatening, or other grave illness/injury. Immediate family member for this Article is defined as spouse, domestic partner, parent/legal guardian (including biological parent, adopted parent, foster parent, stepparent, or parent-in-law), or child (including biological child, adopted child, foster child, and stepchild).

(b) Employees who donate PTO from their unused earned and accrued balances must adhere to the following requirements:

(1) Donation Minimum - 12 Hours;

(2) Donation Maximum - 72 Hours or no more than 50 percent of current PTO balance, whichever is less.

Note: Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees may not borrow against future PTO to donate.

(c) Employees who receive donated PTO may receive no more than 636 hours (12 weeks) within a rolling 12-month period. Hours are based on actual wages. For example, if employee A making $16.00/hour donates four hours of PTO to employee B making $8.00/hour, employee B will be credited with eight hours of wages.

(d) Employees who are currently on an approved leave of absence may not donate PTO.

Section 15.4 Procedure.

(a) Employees who would like to make a request to receive donated PTO are required to complete a Donation of Sick Time Request Form. The donor employee may not designate a specific individual to receive the PTO.

(b) Employees who wish to donate PTO to the sick bank must complete a Donation of Sick Time Request Form.

(c) All forms should be returned to the Human Resources Director.

Section 15.5 Approval.

(a) Requests for donations of PTO are subject to the approval of the Human Resources Director.

(b) If the recipient employee has available sick time (and is on an approved medical leave) or PTO in the employee's balance, this time will be used prior to any donated PTO. Donated PTO may only be used for time off related to the approved request. PTO donated that has not been used will be returned to the donor at the end of the calendar year.

Section 15.6 Coordination with Disability Insurance. Donated paid time off does not count toward the short-term disability elimination period and may be used to supplement disability or workers compensation payments if supplementing is allowed by the disability or workers compensation insurance plan.

Section 15.7 Tax Implications.

(a) Recipient: The use of any donated leave constitutes wages for the recipient subject to all payroll tax withholding.

(b) Donor: The donor receives no benefits or tax penalties for the donation. However, any wage-based benefits such as disability or retirement may be affected negatively for the donor.

ARTICLE SIXTEEN
RETIREMENT BENEFITS

Section 16.1 Defined Contribution Retirement Plan Ordinance. All eligible employees must contribute at least five percent of covered compensation to the plan. The Township shall provide a mandatory contribution of 10 percent of covered to the plan. An eligible employee may

contribute more than five percent of covered compensation to the plan, subject to limitations established by law, but the Township will not contribute more than 10 percent of an eligible employee's covered compensation to the plan.

Section 16.2 Deferred Compensation Agreement Ordinance. Eligible employees may contribute to the deferred compensation plan, subject to limitations established by law. The Township will not match these contributions

ARTICLE SEVENTEEN
INSURANCE

Section 17.1 Group Health Insurance.

(a) All regular full-time employees covered by this Agreement shall be eligible for the same group health insurance offered to all full-time Grand Haven Charter Township employees after completing any required waiting period described in the insurance plan. The premium costs of the insurance plan for an eligible employee and any eligible dependents elected by the employee shall be paid by the Township, less an amount not greater than either the Hard Cap Rule or the 80/20 Option under Public Act 152 of the Public Acts of 2011 (PA 152), as determined at the discretion of the Township Board, unless the Township Board selects a less costly insurance option for employees in conjunction with the Opt-Out provisions of PA 152.

(b) If an eligible Full-Time employee voluntarily waives health insurance coverage through the Township, not only for the employee but also for the employee's spouse (if any) and eligible dependents (if any), the employee shall receive additional taxable compensation of $166.67 for a single waiver or $333.33 for a double/family waiver for each full month that the waiver is in effect. The payment shall be paid during the month after each full month that the waiver is in effect. An eligible employee may voluntarily waive health insurance coverage, and an eligible employee may voluntarily revoke that waiver, at any time upon satisfactory written notice to the Township. However, the effective date of the waiver and the effective date of the revocation of the waiver shall be subject to the rules of the insurance carrier. This option to waive health insurance coverage and to receive additional taxable compensation shall be effective as soon as, and for as long as, the Township has in effect a cafeteria plan pursuant to the provisions of Section 125 of the Internal Revenue Code, as amended.

Section 17.2 Group Dental Insurance.

(a) All regular full-time employees covered by this Agreement shall be eligible for group dental insurance after completing any required waiting period described in the insurance plan. The premium costs of the insurance plan for an eligible employee and any eligible dependents elected by the employee shall be paid by the Township.

(b) If an eligible Full-Time employee voluntarily waives dental insurance coverage through the Township, not only for the employee but also for the employee's spouse (if any) and eligible dependents (if any), the employee shall receive additional taxable compensation equaling $15.94 for a single waiver, $29.56 for a double waiver, or $51.24 for a family waiver for each full month that the waiver is in effect. The payment shall be paid during the month after each full month that the waiver is in effect. An eligible employee may voluntarily waive dental insurance coverage, and an eligible employee may voluntarily revoke that waiver, at any time upon satisfactory written notice to the Township. However, the effective date of the waiver and the effective date of the revocation of the waiver shall be subject to the rules of the insurance carrier. This option to waive dental insurance coverage and to receive additional taxable compensation shall be effective as soon as, and for as long as, the Township has in effect a cafeteria plan pursuant to the provisions of Section 125 of the Internal Revenue Code, as amended.

Section 17.3 Group Life Insurance. All regular full-time employees covered by this Agreement shall be eligible for group life insurance of $30,000.00 after completing any required waiting period described in the insurance plan. The premium costs of the insurance plan for an eligible employee shall be paid by the Township.

Section 17.4 Group Short Term Disability Insurance. All regular full-time employees covered by this Agreement shall be eligible for group short term disability insurance after completing any required waiting period described in the insurance plan. The premium costs of the insurance plan for an eligible employee shall be paid by the Township.

Section 17.5 Group Long Term Disability Insurance. All regular full-time employees covered by this Agreement shall be eligible for group long term disability insurance after completing any required waiting period described in the insurance plan. The premium costs of the insurance plan for an eligible employee shall be paid by the Township.

Section 17.6 Retiree Health Insurance.

(a) In order to be considered an Eligible Retiree, an employee of the Township must terminate Township employment after attaining the age of 60 years and after accumulating at least 15 years of service. A "year of service" shall be defined as a calendar year during which an employee has at least 2,000 paid hours for the Township, including paid hours while actively working, paid vacation leave, paid sick leave, paid bereavement leave, or any other paid leave. This year of service may be less than a whole calendar year if the employee worked a pro-rated amount of the 2,000 paid hours during a fraction of the calendar year. (*For example, if an individual was hired as a full-time employee in June and had at least 1,000 paid hours, the individual would be credited with one-half of a year of service*.) Further, in order to be an Eligible Retiree, the employee must have been

covered by the health insurance plan as an active employee immediately prior to the employee's termination from the Township.

If an employee leaves the employment of the Township before reaching 60 years of age, the employee is not eligible for any benefits under this Section. However, if the employee had at least 15 years of service with the Township at the time of leaving the Township's employment, the employee and the employee's spouse shall be eligible to receive Medicare supplement or filler coverage upon reaching age 65. The premium payments for and continuation of that coverage shall be subject to the balance of this Section.

If an employee is permanently and totally disabled while employed by the Township and after having at least 15 years of service with the Township, the employee and the employee's spouse, if any, shall be treated as if the employee is an Eligible Retiree with at least 30 years of service. For purposes of this Section, an employee shall be considered "disabled" if the employee is "disabled" under any Township long term disability insurance plan or, if none, in the determination of the Township after a review of medical information.

(b) Additional eligible persons. The only other persons eligible to receive benefits pursuant to this Section are the spouses of Eligible Retirees, if the spouses are specifically identified by the Eligible Retirees at the latter's' retirement.

(c) Covered election. Immediately upon retirement, an Eligible Retiree must elect to continue coverage under the health insurance plan without interruption. Further, the Eligible Retiree must specify if the Eligible Retiree's spouse will likewise continue coverage under the health insurance plan without interruption.

(d) Premium payments. The premium payments to continue coverage in the health insurance plan for an Eligible Retiree and the Eligible Retiree's spouse, if any, shall be paid as follows. Any portion of the premium payments to be paid by the Eligible Retiree must be timely deposited with the Township; failure of the Eligible Retiree to timely deposit the full amount due from the Eligible Retiree shall terminate the Township's obligation to pay its share of the cost and shall terminate the Eligible Retiree's, and any spouse's, continued coverage in the health insurance plan.

(1) For an Eligible Retiree, the Township shall pay a percentage of the cost for the Eligible Retiree to continue coverage in the health insurance plan, and a percentage of the cost for the Eligible Retiree's spouse, if any, to continue coverage in the health insurance plan. The percentage paid by the Township shall depend on the Eligible Retiree's years of service with the Township, and shall be determined according to the following table.

Years of Service	Eligible Retiree Percentage Paid by the Township	Spouse Percentage Paid by the Township
15	70%	50%
16	72%	52%
17	74%	54%
18	76%	56%
19	78%	58%
20	80%	60%
21	82%	62%
22	84%	64%
23	86%	66%
24	88%	68%
25	90%	70%
26	92%	72%
27	94%	74%
28	96%	76%
29	98%	78%
30	100%	80%

(2) The percentage of the premium payments paid by the Township for an Eligible Retiree and for an Eligible Retiree's spouse, if any, shall remain constant during continued coverage in the health insurance plan.

(3) When an Eligible Retiree and the Eligible Retiree's spouse both continue coverage in the health insurance plan, the health insurance plan charges a premium for double coverage. In that event, the Eligible Retiree portion of the premium for double coverage shall equal the premium charged for continued coverage in the health insurance plan by the Eligible Retiree alone (i.e., a single coverage premium). The Eligible Retiree's spouse portion of the premium for double coverage shall equal the balance of the premium charged for double coverage (i.e., the premium for double coverage of the Eligible Retiree and the Eligible Retiree's spouse minus the single coverage premium that would be charged for the Eligible Retiree alone; the difference shall be the portion of the premium for double coverage assigned to the Eligible Retiree's spouse.)

(4) The Township shall pay a percentage of the premium payments for an Eligible Retiree's Spouse, if any, during the balance of the calendar year during which the Eligible Retiree's retirement occurred, according to the table in (a) above. On each January 1 after the Eligible Retiree's retirement from the township, the dollar amount which the Township pays for the next 12 months (i.e., until the next January 1) for the Eligible Retiree's spouse, if any, shall be recomputed. The maximum amount the Township shall pay for the Eligible Retiree's spouse, if any, for the next calendar year shall be the dollar amount per month during the just-completed calendar year plus the cost of living increase during that just-completed calendar year. The cost of living increase shall be measured according to the Consumer Price Index for All Urban Consumers, U.S. City Range for the Items (CP1-U, 1982-1984 = 100), determined from data maintained and published by the Bureau of Labor Statistics, United States Department of Labor, or a recognized successor. Any balance of the premium payments above the maximum the Township pays shall be paid by the Eligible Retiree in order to continue coverage in the Plan for the Eligible Retiree's spouse, if any.

EXAMPLE

(i) Eligible Retiree retires on July 17, 2009, after 23 years of service.

(ii) The Township pays 86% of Eligible Retiree's premium payments for continued coverage in the Plan.

(iii) The Township pays 66% of premium payments for the Eligible Retiree's spouse.

(iv) If the premium payments for the Eligible Retiree's spouse to remain in the Plan as of July 17, 2009, are $150.00 per month, the Township shall pay 66%, or $99.00 per month

(v) If the cost of living during 2009 is 3.5%, the monthly premium payment the Township will make for the Eligible Retiree's spouse shall be increased to $102.46 (i.e., $99.00 x 1.035) during 2010.

(vi) If the cost of living during 2010 is 4.0%, the monthly premium payment the Township will make for the Eligible Retiree's spouse shall be increased to $106.56 (i.e., $102.46 x 1.04) during 2011.

(e) Termination or cancellation of coverage. The continued coverage of the Eligible Retiree in the health insurance plan shall cease, or the coverage for the Eligible Retiree shall not be initiated, upon the occurrence of either of the following events:

(1) The Eligible Retiree becomes eligible to be covered under a group health insurance program provided by another employer, for whom the Eligible Retiree is working or has worked; or

(2) The Eligible Retiree dies (in which case the cessation or non-initiation of coverage shall be permanent).

In order to initiate or reinstate continued coverage in the health insurance plan, the Eligible Retiree must submit to the Township an affidavit confirming that the Eligible Retiree is not eligible or is no longer eligible to be covered under a group health insurance program provided by another employer for whom the Eligible Retiree is working or has worked. The Township may require the Eligible Retiree to submit an updated affidavit at reasonable intervals or at any time the Township has reason to believe the Eligible Retiree is eligible to be covered under a group health insurance program provided by another employer for whom the Eligible Retiree is working or has worked.

The continued coverage for any spouse of an Eligible Retiree shall cease, or the coverage for the spouse shall not be initiated, upon the occurrence of any of the following events:

(1) The spouse has coverage under another group health insurance program provided by another employer;

(2) The Eligible Retiree becomes eligible to be covered under a group health insurance program provided by another employer, for whom the Eligible Retiree is working or has worked; or

(3) The spouse dies.

In order to initiate continued coverage in the health insurance plan, the spouse must submit to the Township an affidavit confirming that the spouse does not have coverage under another health insurance program provided by another employer. The Township may require the spouse to submit an updated affidavit at reasonable intervals, or at any other time the Township has reason to believe the spouse has coverage under another health insurance program provided by another employer.

Once the Eligible Retiree and any spouse attain the age of 65 and become eligible for Medicare, they may continue coverage in the health insurance plan, but their continued coverage shall be at their own expense and limited to the Medicare supplement or filler coverage.

(f) Coverage limitations. To the extent continued coverage in the health insurance plan is provided to Eligible Retirees and any spouses, the coverage is subject to all the terms and conditions prescribed by the carrier pertaining to the health

insurance plan. The portion of the cost for the coverage to be paid by the Township shall equal the applicable percentages from the table above; the percentages shall remain constant during the continued coverage of the Eligible Retiree and any spouse.

The coverage described in this Section shall only be available if and when it is allowed by the carrier pertaining to the health insurance plan.

The Township reserves the right to change insurance policies and/or carriers pertaining to the health insurance plan at any time, according to its discretion.

Section 17.7 Insurance Carriers. The Township reserves the right to select its insurance carriers or to become self-insured, at any time, according to its discretion, as long as the coverage and co-pays remain comparable to the coverage which is in effect on the effective date of this Agreement unless the union agrees to an amendment of coverage.

Section 17.8 Insurance Continuation. The Township's contributions toward the cost of health insurance, dental insurance, disability insurance, and life insurance provided for eligible employees shall be subject to continuation and/or termination as listed below. If the employee is currently required to pay a portion of the cost of any benefit plan coverage, he/she must continue to make this payment as normally scheduled during the continuation period. If the payment is not made within the 30 day grace period, the applicable policy may be canceled.

(a) Contributions toward all benefits will be continued during an approved FMLA leave.

(b) Contributions toward health insurance will be continued for the first one (1) year of an approved leave of absence due to disability compensable by Worker's Compensation.

(c) Contributions toward health insurance will be continued for the first one (1) year of an approved medical leave of absence.

(d) Contributions toward all benefits will be continued during an approved military training leave.

(e) Contributions toward all benefits will be continued during the first thirty (30) calendar days of an approved military active duty leave.

(f) Contributions toward all benefits will be continued during the first thirty (30) calendar days of an approved but unpaid personal leave. Not applicable with personal leave of absence adjoining an employee's FMLA leave.

(g) Contributions toward health insurance will be continued through the end of the month of any layoff.

(h) Contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.

(i) Such contributions shall be discontinued immediately upon termination of the employee's employment, subject to the limitations established under the policy regarding continuation of coverage.

(j) If an employee wishes to continue coverage for any period in which the Township's obligation does not exist or apply and that period qualifies for COBRA continuation coverage, the employee shall have the responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense.

(1) The employee will be required to elect COBRA continuation coverage; and

(2) The employee will be required to pay the premium payment as specified in the guidelines for continuation of coverage of benefits.

ARTICLE EIGHTEEN
HARASSMENT PROHIBITION

Section 18.1 Purpose. Grand Haven Charter Township is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. It is the policy of the Township to ensure the workplace is free of harassment on the basis of characteristics protected by law.

Section 18.2 Covered Persons: This policy applies to Township employees, independent contractors, and elected officials.

Section 18.3 Definitions and Prohibited Conduct:

(a) Sexual Harassment: Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: Unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; offensive comments about a person's sex in general (i.e. repeated comments about women or men); differential treatment of a person because of the person's gender; and other physical, verbal or visual conduct of a sexual nature.

(b) Other Harassment: Harassment on the basis of any other protected characteristic also is strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that belittles or shows hostility or aversion toward an individual because of his/her religion, race, color, national origin, age, height, weight, familial status, marital status, disability, genetic information or any other characteristic protected by law and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment, (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct because of religion, race, color, national origin, age, height, weight, familial status, marital status, disability, genetic information or any other characteristic protected by law includes but is not limited to: Offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

Harassment becomes unlawful where (1) enduring the offensive conduct becomes a condition of continued employment, or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Section 18.4 Complaint Procedure: Any covered person who believes he/she is the victim of harassment from another covered person or who observes another covered person engaging in harassment of any other individual is encouraged to tell the offending person to stop the harassment immediately. Whether or not the offending person is told to stop the harassment, each covered person who is the victim of or who observes another person's harassment shall report such harassment to the Township.

Persons who believe they are a victim of harassment or other prohibited conduct under this policy are expected to advise the Township of the allegation within 30 calendar days. If a person fails to advise the Township of the alleged harassment or other prohibited conduct within 30 calendar days, but brings a complaint forward at a later date, the investigation team may, in resolving the complaint, consider the delay in making the complaint, any reason or reasons for

the delay, the severity of the alleged harassment or other prohibited conduct, any prejudice caused to the responding party by the delay, and such other factors as the investigation team deems relevant.

The reporting covered person should report directly to the Human Resources Director, Township Superintendent, or any Township Supervisor (i.e. Department Director, Lieutenant, Assistant Director). Verbal reports will satisfy the reporting requirement. However, a written report is preferred.

Section 18.5 Investigation Procedure: The investigation team will be composed of the Human Resources Director, a member of the Personnel Committee, and the Township Attorney. The purpose of the investigation team is to determine if harassment has occurred. The investigation team will investigate the claim through the following means as appropriate:

(a) Interview the complainant and reduce the complainant's statement to writing;

(b) Interview witnesses identified by the complainant and reduce their statements to writing;

(c) Review any documentary or other evidence submitted by the complainant;

(d) Interview the alleged harasser and reduce the harasser's statement to writing;

(e) Interview witnesses identified by the alleged harasser and reduce their statements to writing;

(f) Interview other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reduce their statements to writing;

(g) Review any documentary or other evidence submitted by the alleged harasser.

The investigation team will complete a written determination of the validity of the complaint and their designee will review their determination with the complainant and alleged harasser within 30 calendar days of the complaint.

If the investigation team has determined that harassment or discrimination in violation of the policy has occurred, discipline will be determined in accordance with discipline and discharge guidelines in the Collective Bargaining Agreement. If other concerns are raised not related to harassment or discrimination in violation of the policy, they will also be addressed in accordance with discipline and discharge guidelines in the Collective Bargaining Agreement.

If the complainant or alleged harasser wishes to appeal the decision of the investigation team, they shall follow the appropriate steps within the grievance procedure. The Fire Chief and/or Township Superintendent, with the assistance of the investigation team, will respond in accordance with the grievance procedure.

Section 18.6 Retaliation: The Township prohibits retaliation against any individual who reports or participates in an investigation of harassment or discrimination. The complainant, alleged harasser, and any witnesses shall be advised that retaliation against or intimidation of any person is prohibited and, if substantiated, may be a separate basis for investigation and potential discipline.

Section 18.7 Confidentiality: The Township recognizes the general interest in keeping these matters confidential and will inform all witnesses, including the complainant and the alleged harasser, of the desired confidentiality of the investigation. Confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Confidentiality and privacy are protected to the extent provided by law, but persons from whom information is taken should be aware that the complainant, the alleged harasser, and the media might have access to some or all of the evidence under certain circumstances.

ARTICLE NINETEEN
INTERNET AND E-MAIL REQUIREMENTS

Section 19.1 In General. Internet and e-mail access is provided to employees as a research and communication tool to help conduct Township business. Use of the Internet and e-mail among employees of the Township shall be in accordance with all Township, State, and federal policies and applicable laws, as well as the individual user's job responsibilities. This Article is intended to reinforce all other existing Township policies regarding the personal use of Township property, equipment, and time on duty. In addition, since legal precedents in this area are still evolving, there remain outstanding questions of liability. To protect against litigation and to further clarify the rights and responsibilities of Township employees with respect to the use of the Internet, the following requirements are established.

Section 19.2 Appropriate Use. Access to the Internet and e-mail services via Township equipment is to be used for Township business. A limited amount of such services may be used for personal matters so long as (a) this use does not disrupt or interfere with the work of the other network users or the Township's own internal network; (b) this use does not misrepresent the interest of the Township or the user's authority; (c) there is no additional cost to the Township; and (d) the usage does not interfere with any other use or with work carried out for the Township.

Section 19.3 Inappropriate Use. Employees are prohibited from Internet and e-mail use that (a) is in any way related to the conduct of any personal or for-profit business enterprise of theirs; (b) is capable of creating liability for the Township, specifically including, but not limited to, matters involving sexual harassment and racial discrimination; (c) involves the downloading of pornographic or racially discriminatory or insensitive material; (d) risks the safety and security of the Township's network and resources; (e) involves the downloading of illegal software or protected proprietary information without the written consent of the author; and (f) is

noncompliant with applicable laws and Township, State, and federal policies which may be promulgated from time to time.

Section 19.4 Internet as Public Communication. Internet messaging and use is public communication; it is not private. The Township is the owner and manager of its network. Any and all information, materials, transactions, e-mails, etc., accomplished through the Township network is subject to Township monitoring and is the immediate property of the Township. All employees acknowledge and waive any expectation of privacy when making use of Internet and e-mail services of the Township. All communications, including text and images, can be disclosed to law enforcement or another third party without the prior consent of the author, editor, sender, or receiver.

ARTICLE TWENTY
DRUG-FREE AND ALCOHOL-FREE REQUIREMENTS

Section 20.1 Purpose and Goal. Grand Haven Charter Township is committed to protecting the safety, health and well being of all employees and other individuals in its workplace. The Township recognizes that alcohol abuse and drug use pose a significant threat to Township goals. The Township has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment. The Township encourages employees to voluntarily seek help with drug and alcohol problems.

Section 20.2 Covered Persons. This policy covers any individual who is conducting business for the Township, is applying for a position with the Township, or is conducting business on the Township's property. This policy includes, but is not limited to, department directors, supervisors, employees, contractors, volunteers, interns, applicants, officials and appointees ("covered persons" or "Persons").

Section 20.3 Covered Activities. The Township's alcohol and drug-free workplace policy applies whenever a covered person is representing or conducting business for the Township. This includes the commute time of persons responding to a Township callout or pager ("covered activities"). Consumption of alcohol during non-working hours at conferences and out of town events is excluded if the employee is not driving a motorized vehicle.

Section 20.4 Prohibited Behavior.

(a) Whenever covered persons are working, operating any Township vehicle or equipment, present on Township premises, conducting Township related work off-site, or reporting to duty for a call (i.e. "covered activities"), they are prohibited from:

(1) Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia);

(2) Being under the influence of alcohol or an illegal drug as defined in this policy, or an illegal drug as defined by the federal government and specifically including medical marihuana and recreational marihuana as defined and allowed by the State of Michigan;

(3) Possessing or consuming alcohol.

(b) The presence of any detectable amount of any illegal drug or controlled substance in a covered person's body system (unless the controlled substance was prescribed by a physician aware of the Person's job responsibilities) while performing covered activities is prohibited.

(c) The Township will not allow covered persons to perform their duties while taking prescribed drugs that adversely affect their ability to safely and effectively perform their job responsibilities. Covered persons who are taking medication prescribed by a physician which may affect their ability to safely and effectively do their jobs should inform their immediate supervisor. If the Township concludes that such medication may impair the covered persons' ability to perform their job or would increase the likelihood of injury, the covered persons may be required to take PTO. Covered persons taking prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce the container if asked.

(d) Any illegal drugs or drug paraphernalia or controlled substances possessed illegally will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Section 20.5 Drug and Alcohol Testing. To ensure the accuracy and fairness of the Township's testing program, testing will include a screening test, a confirmation test if the screening test is positive or pending, review by a Medical Review Officer, the opportunity for covered persons who test positive to provide a legitimate medical explanation (such as a physician's prescription) for the positive result, and a documented chain of custody.

All drug and alcohol testing information will be maintained in the personnel file for the duration required by state record retention schedules.

(a) Required Testing

All covered persons, as a condition of association with the Township, will be required to participate in pre-employment, post-accident, post-injury, reasonable suspicion, return-to-duty, and follow-up testing as prescribed in this policy, to the extent the testing is applicable to the covered persons.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and alcohol.

Testing for the presence of alcohol must be conducted by Workplace Health or Med-1 during business hours. or Mercy Health Partners (Hackley Hospital/Mercy Hospital Campuses) Emergency Rooms (evenings/weekends). In the event that utilizing Workplace Health, Med-1, or Mercy Health Partners is not possible, testing may be performed at the North Ottawa Community Hospital Emergency Room or another certified testing facility. Confirmation testing will be performed at the location designated by the testing facility.

Testing for the presence of the metabolites of drugs must be conducted by Workplace Health or Med-1during business hours, or Mercy Health Partners (Hackley Hospital/Mercy Hospital Campuses) Emergency Rooms (evenings/weekends). In the event that utilizing Workplace Health, Med-1, or Mercy Health Partners is not possible, testing may be performed at the North Ottawa Community Hospital Emergency Room or another certified testing facility. Confirmation testing will be performed at the location designated by the testing facility.

Types of Testing Include:

(1) Reasonable Suspicion Testing

Covered persons are subject to testing based upon (but not limited to) observations by department directors or other supervisors of any apparent violation of this policy. All levels of supervision making this decision must utilize the "Immediate Observation Form" to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs and/or alcohol. If the results of the "Immediate Observation Form" indicate further action is justified, before sending an employee for testing, another trained supervisor shall verify the results.

The Person will be advised that the Township believes there is reasonable suspicion to believe the Person has violated this policy and that this test is being offered to confirm or deny this suspicion. Testing must take place within two hours of the reasonable suspicion.

A union representative should be present whenever possible for all unionized employees and another trained supervisor should be present whenever possible for all others. *Under no circumstances will the covered person be allowed to drive to the testing facility. A department head or supervisor and a union representative (if applicable and if available) must escort the Person.*

(2) Post-Accident/Injury/Illness ("Incident") Testing

Covered persons may be subject to testing when they are involved in incidents that:

(i) Damage a Township vehicle, machinery, equipment, or property;

(ii) Result in an injury/illness to themselves or another person requiring off-site medical attention; or

(iii) Include a probable belief circumstance.

A probable belief circumstance will be presumed to arise in any instance involving an accident, injury, or illness in which:

(i) A covered person engaged in covered activities was operating a motorized vehicle and is found to be responsible for causing the accident, or

(ii) The incident may involve an insurance claim or liability.

In any of these instances, the investigation and subsequent testing must take place within two hours following the incident. *Under no circumstances will the covered person be allowed to drive to the testing facility.*

(3) Follow-Up Testing

Covered persons who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge or other separation from the Township. Depending upon the circumstances and the Person's work history/record, the Township may offer a covered person who violates this policy or tests positive the opportunity to return to the Township on a last chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by the Township.

(b) Pending Results

Any covered person whose test must go for confirmation will be immediately removed from duty and suspended in accordance with suspension guidelines in the Collective Bargaining Agreement pending confirmation test results. A supervisor or department head will make arrangements for the person to be transported home from the testing facility. If the confirmation test shows a negative result, the covered person will be paid for any lost scheduled work time.

(c) Positive Results

Any covered person who tests positive for drugs or has an alcohol test result over .02 will be immediately removed from duty and a supervisor or department head will make arrangements for the Person to be transported home from the testing facility. The Person will be disciplined in accordance with the Consequences section of this policy.

(d) Refusing Testing

A covered person will be subject to the same consequences of a positive test if the Person refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

(e) Test Results Unavailable

If test results are unavailable (in cases other than a pending result/need for confirmation), the employee will be off duty with pay for any scheduled hours until a result can be obtained.

Section 20.6 Consequences. One of the goals of this policy is to encourage covered persons to voluntarily seek help with alcohol or drug problems. If, however, a Person violates this policy, the consequences are serious. Following removal from duty for a first positive test, the Person will be subject to discipline up to and including discharge or other separation from the Township. Employees will be treated in accordance with discipline and discharge guidelines in the Collective Bargaining Agreement.

The Township may, in its discretion, allow a covered person to sign a Last Chance Agreement which includes referral to the Township's designated employee assistance program provider for assessment and recommendations as well as a waiver of the right to contest any termination resulting from a subsequent positive test.

Nothing in this policy prohibits the Person from being disciplined or discharged or otherwise separated from the Township for other violations or performance problems.

Section 20.7 Last Chance Agreements. Following a violation of this policy, a covered person may be offered an opportunity to participate in rehabilitation. In such cases, the Person must sign and abide by the terms set forth in a Last Chance Agreement as a condition of continued employment.

Upon release by the employee assistance program provider to come back to work, the Person will be required to pass a Return-to-Duty (drug and alcohol) test.

The Person may periodically be required to have follow-up drug and alcohol testing for a

specified period of a minimum of one year following the date of the positive test. If the covered person either does not complete any assigned rehabilitation program or tests positive after completing the rehabilitation program, the covered person will be subject to immediate termination or other separation from the Township.

The Person will be terminated immediately if the Person tests positive a second time or violates a Last Chance Agreement.

Section 20.8 Assistance. The Township recognizes that alcohol and drug addictions are treatable illnesses. The Township also realizes that early intervention and support improve the chances for success of rehabilitation. To support Township employees and other covered persons, this policy:

- Offers all employees and their family members assistance with alcohol and drug problems through the employee assistance program provider;

- Encourages covered persons to seek help if they are concerned that they or any family members may have a drug or alcohol problem;

- Encourages covered persons to utilize the services of qualified professionals to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help; and

- Allows the use of any accrued paid leave while employees seek treatment for alcohol and other drug problems.

Treatment for alcoholism or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the covered person.

Section 20.9 Confidentiality. All information not otherwise generally known and received by the Township through the implementation of this policy is confidential communication. Access to this confidential information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies. Records may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of a covered person.

Section 20.10 Shared Responsibility. A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both covered persons and management have important roles to play.

All covered persons are required to not report for duty or be on call while their ability to perform Township responsibilities is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, covered persons are encouraged to:

- Be concerned about maintaining a safe environment at the Township;
- Support fellow covered persons in seeking help;
- Use the employee assistance program provider as able and as necessary; and
- Report dangerous behavior to a supervisor or department head.

It is the responsibility of Township department directors and supervisors to:

- Inform covered persons of this policy;
- Observe the performance of covered persons;
- Investigate reports of dangerous practices;
- Document negative changes and problems in performance of covered persons;
- Counsel covered persons as to expected performance improvement;
- Refer covered persons to the employee assistance program provider, as necessary and to the extent they are eligible; and
- Clearly state consequences of policy violations.

Section 20.11 Communication. Communicating this policy to all covered persons is critical to its success. To ensure all covered persons are aware of their role in supporting this policy:

- All employees will receive a written copy of the policy (other covered persons may be provided with a written copy as well, but the Township's failure to do so shall not excuse their non-compliance with this policy);
- The policy will be reviewed in orientation sessions with new employees;
- Every supervisor will receive training to assist recognition and management of covered persons with alcohol and other drug problems.

Section 20.12 Notification of Convictions. Any employee who is convicted of a criminal drug violation in the workplace must notify the Township in writing within five calendar days of the conviction. The Township will take appropriate action within 30 calendar days of notification in accordance with the Consequences section of this policy. Federal contracting agencies will be notified when appropriate.

Section 20.13 Searches. Entering the Township's property constitutes consent to searches and inspections. If a covered person is suspected of violating this policy, the Person may be asked to submit to a search or inspection at any time. Covered persons shall have no expectation of privacy in any Township-provided or owned lockers, desks, work stations, computers, vehicles or any other equipment.

Section 20.14 Employee Assistance Program

(a) Employees who feel that they have developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, are encouraged to seek assistance. Entrance into the employee assistance program can occur by self referral, or by referral of a supervisor.

(b) An employee's participation in the employee assistance program shall be confidential, to the extent allowed by applicable law. The employee must sign a release and an agreement to participate in the employee assistance program.

(c) Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Township will grant rehabilitation leave at full pay to the extent of their accumulated and unused paid time off benefits. After the exhaustion of those benefits, rehabilitation leave shall be without pay. The cost of rehabilitation will be borne by the employee, unless covered by the applicable Township insurance program.

(d) To be eligible to participate in the employee assistance program, an employee must be employed by the Township. While participating in rehabilitation an employee must maintain at least weekly contact with the Fire Chief's office and must provide verification that the employee is continuously enrolled in a treatment program and following all specific actions and activities outlined in the treatment program.

(e) An employee participating in the employee assistance program shall be treated according to the provisions in Article 12 for employees on a leave of absence.

(f) The employee assistance program does not include any benefits for employees not described in this Section.

ARTICLE TWENTY-ONE
STATION DUTIES

Section 21.1 Duties. Routine station duties will generally begin at 8:00 a.m. and end at 8:00 p.m. Routine station duties include such items as housekeeping chores, rig checks, cleaning, painting, washing walls and landscaping.

Section 21.2 Unable to Perform. In the event employees are unable to perform routine station duties because of calls to service, such work will be done after 8:00 p.m. until the work is completed, unless excused by the Fire Chief.

Section 21.3 Not Included. Repairs, maintenance and replacement of equipment are not included in the definition of "routine station duties," and these functions are to be performed throughout the work day as necessary.

Section 21.4 Restricted Duty. It is the policy of Grand Haven Charter Township to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Township's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Grand Haven Charter Township will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Grand Haven Charter Township.

All employees are required to comply with the Township's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The following provisions shall establish the criteria and procedure to be used in determining restricted duty for an employee who has suffered an off-duty illness or is otherwise unable to perform the duties of the employee's regular position. If the employee wishes, the employee may make a request to the Fire Chief for performing restricted duty assignments. The assignment and working hours shall be at the discretion of the Fire Chief, in consultation with the Human Resources Director.

The Fire Chief, based upon the employee's physician's determination or the determination of a physician designated by the Township, shall determine the extent and the degree of physical limitation as it relates to the employee's job duties. The Fire Chief, in consultation with the Human Resources Director, shall determine whether or not an employee shall be assigned to restricted duty, consistent with the limitations of the employee, the availability of restricted duties, Township budget issues, and other issues deemed relevant by the Township. The Human Resources Director is responsible for implementing ADA/ADAAA policies, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

ARTICLE TWENTY-TWO
PHYSICAL FITNESS REQUIREMENTS

Section 22.1 In General. Each employee must successfully complete the agility test, as described in the rules and regulations, at least every two years. The agility test is not meant to be punitive, but rather to ensure that the employee meets certain minimum fitness standards that will allow the employee to successfully fulfill the requirements of the position.

An employee taking the agility test may make up to two attempts during one session. If the employee fails both attempts, the employee has failed the agility test.

If an employee fails any physical agility test, the employee shall continue with the employee's scheduled duty until the failure is evaluated by a Review Committee.

An employee's failure of the agility test shall be evaluated by a Review Committee consisting of the Superintendent (or his\her designee), the Fire Chief and the Union's steward (*or the alternate steward should the steward be the employee whose failure is being evaluated*). If a majority of the Review Committee deems it appropriate, the Review Committee may consult with a physician. Any costs of such review shall be the responsibility of the Township.

The Review Committee shall begin to evaluate the failure within five days of the agility test and decide upon one of the following actions within 15 business days of the agility test:

(a) Determine that the failure was indicative of a systemic health or fitness issue that could prevent the employee from successfully fulfilling the requirements of the position and that the employee shall be placed on restricted duty, to the extent the Township has restricted duties for the employee to perform. The employee shall be given the opportunity to retake the agility test at a mutually agreed upon date and time, but not more than 45 days from the original test.

(b) Determine that the failure shall not be viewed as being indicative of a systemic health or fitness issue and that the employee may continue with scheduled duty. The employee shall be given the opportunity to retake the agility test at a mutually agreed upon date and time, but not more than 45 days from the original test.

(c) Determine that the failure shall not be viewed as being indicative of a systemic health or fitness issue and that the employee may continue with scheduled duty. Further, the failure is only a technical failure (e.g., not returning the ladder to the truck properly, etc.) and the failure will be waived and the employee will be determined to have passed the agility test.

If the employee fails to successfully and timely retake the agility test as mandated by the Review Committee, the employee shall remain or be placed on restricted duty, to the extent the Township has restricted duties for the employee to perform. Examples of restricted duty may include hydrant maintenance, hose testing, private road inspection, building maintenance or

similar activities. If the Township does not have any restricted duties for the employee, the employee shall be placed on a leave of absence. If the Township has limited restricted duties for the employee, the employee shall be placed on a partial leave of absence.

Unless the employee's employment relationship with the Township is otherwise terminated, the leave of absence or partial leave of absence shall continue until the employee has an opportunity take the agility test as mandated by the Review Committee within one year of the original test. If the employee refuses to retake the agility test as mandated by the Review Committee within one year of the original test, the employee's employment relationship with the Township shall be terminated immediately without recourse to the grievance procedure.

If the employee fails another agility test as mandated by the Review Committee, and the Review Committee determines the failure is indicative of a systemic health or fitness issue that could prevent the employee from successfully fulfilling the requirements of the position, the employee's employment relationship with the Township shall be terminated immediately, without recourse to the grievance procedure.

Section 22.2 Agility Test. The Township retains the discretion to revise the agility test consistent with revisions made by organizations which prepare recommended tests for firefighters. No changes to the agility test shall be made by the Township without first seeking input from the Union and providing the Union a minimum of 30 days to review and respond to the proposed changes. The test is as follows:

(a) The firefighter will stand at the start line holding one piece of equipment (it doesn't matter what order the equipment must be carried). However, you may only carry one piece of equipment at a time.

(b) The firefighter will carry the 1st piece of equipment to the second floor using the designated stairway and set the piece of equipment on the designated spot.

(c) Walk down the stairs empty handed to the bottom of the stairs.

(d) Walk up the stairs empty handed.

(e) Pick up the equipment and return it to the start line.

(f) Pick up the 2nd piece of equipment.

(g) Carry the equipment to the 2nd floor using the designated stairway and set the piece of equipment on the designated spot.

(h) Walk down the stairs empty handed to the bottom of the stairs.

(i) Walk up the stairs empty handed.

(j) Pick up the equipment and return it to the start line.

(k) Pick up the 3rd piece of equipment.

(l) Carry the equipment to the 2nd floor using the designated stairway and set the piece of equipment on the designated spot.

(m) Walk down the stairs empty handed to the bottom of the stairs.

(n) Walk up the stairs empty handed.

(o) Pick up the last piece of equipment and return it to the start line.

(p) After setting the 3rd piece of equipment to the start line, you will

(q) Walk to the 120 pound dummy which is placed not more than 120 feet away.

(r) Drag the dummy 68 feet over the designated line.

(s) Return the dummy 68 feet to the starting point.

After returning the dummy to the starting point, you will:

(a) Walk out the door to the engine (168 feet from the dummy drag line).

(b) Remove the 18' ladder from the truck.

(c) Carry the ladder to the designated spot at the building, not more than 30 feet away from the engine.

(d) Raise the ladder.

(e) Position the ladder for safe climbing.

(f) Climb the ladder one rung at a time.

(g) Touch the marked spot on the wall.

(h) Climb down the ladder one rung at a time.

(i) Return the ladder to the engine the way you found it.

After returning the ladder to the engine you will:

(a) Walk to the designated stairway, not more than 100 feet away from the engine.

(b) Climb to the 1st landing pulling the hose.

(c) Pull the remaining 100 foot 2 ½ inch hose to the 1st landing.

(d) Pull the hose to the 1st floor (completely).

After lowering the hose to the 1st floor you will:

(a) Walk to the testing finish spot marked on the wall.

You are completed with the test at or under 11 minutes, 30 seconds.

Section 22.3 Physical Examinations. After completion of probation, all employees will be required to have a physical examination every other year, generally when they take the agility test. Further, those employees shall be offered the opportunity to take a physical examination on the off-years as well, when they do not take the agility test. There will be no cost to employees for physicals, whether the every other year required physical or the every other year optional physical. The physical examination will be conducted by medical personnel designated by the Township. The examination must be sufficiently thorough to determine that the employee can reasonably be expected to safely and effectively perform all aspects of the employee's assigned job. Whether an employee's physical examination is mandatory or optional shall be irrelevant if the employee fails the physical examination.

ARTICLE TWENTY-THREE
UNIFORMS AND EQUIPMENT

Section 23.1 Uniforms and Equipment. The Township shall provide such uniforms and equipment as the Township shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The Township shall assume the cost of the necessary cleaning of such uniforms under such rules as the Township may determine. The items provided by the Township will include:

FIRE/RESCUE DEPARTMENT:

3 long sleeve shirts
3 short sleeve shirts
6 pair navy blue pants
1 Nomax two-piece wildfire turnout
1 all-season jacket (combination summer/winter)
1 duty belt
3 navy blue tee-shirts with logo
2 navy blue sweatshirts with logo
1 winter hat
1 spring hat

1 pair non-structure fire gloves
2 pair structure fire gloves
2 structure fire helmets
1 non-structure fire helmet
2 structure fire turnout set (jacket and pants)
2 pair leather structure fire boots
1 pair approved station boots
2 structure fire hoods
1 SCBA face piece (including any required optical inserts for an employee)

Section 23.2 Return to Township. Terminating employees shall return various items of clothing that have been issued by the Township.

FIRE/RESCUE DEPARTMENT SHALL RETURN THE FOLLOWING:

3 long sleeve shirts if less than two years of service
3 short sleeve shirts if less than two years of service
6 pair navy blue pants if less than two years of service
1 Nomax two-piece wildfire turnout
1 all-season jacket (combination summer/winter)
2 pair structure fire gloves
2 structure fire helmets
1 non-structure fire helmet
2 structure fire turnout set (jacket and pants)
2 pair leather structure fire boots
1 pair approved station boots
2 structure fire hoods
1 SCBA face piece (including any optical inserts)

ARTICLE TWENTY-FOUR
MISCELLANEOUS

Section 24.1 Wages. Exhibit A, attached to and made a part of this Agreement, contains hourly wages for employees.

Section 24.2 Paramedic Incentive Pay. Employees who have current paramedic licenses shall be paid an extra amount for all hours worked for the Township (i.e., paid hours which are not worked shall not be eligible for the extra amount). The extra amount shall be 94 cents per hour added to an eligible employee's normal hourly rate of pay for all hours worked.

Section 24.3 Tuition Reimbursement. The Township will reimburse a full-time employee for educational expenses incurred by attending "after hour" classes in accordance with this Section. On the job training (e.g., conventions, seminars, on-site training, etc.), will be reimbursed separately from this Section.

A. If the expense is for a course or other educational requirement which is necessary for the employee to maintain a state certification which is part of the employee's job or of duties which the employee regularly performs for the Township, the Township will pay all such costs in full, i.e., maintaining assessor's qualifications, water/sewer department operator's certifications, etc. However, if the course will provide the employee with additional or other certifications, then the reimbursement is governed by subparagraph (B 5.) below. The employee shall request payment before enrolling and obtain prior approval of the Personnel Committee. Due to budgetary concerns, if the employee takes the course without prior approval of the Personnel Committee the Township Board shall have the discretion to pay only a part or none of the expense. Reimbursement only includes tuition and fees that are directly related to the class *(e.g., lab fees, etc*.). No reimbursement shall be given for books, materials, parking, loan fees, or other general fees. Questionable requests for reimbursement shall be reviewed and decided by the Personnel Committee.

B. Any other educational expenses of a Township employee may be reimbursed by the Township on the basis of the following:

1. The employee must be a permanent, full-time employee for at least 1 year prior to the time the eligible course begins.

2. The expense shall be for a course of training which, in the judgment of the Personnel Committee is substantially related to the job duties that the employee performs for the Township.

3. The employee shall submit a written request for reimbursement to the Personnel Committee prior to enrollment, allowing the Personnel Committee enough time to make a decision before the commencement of the course. The employee may submit any course descriptions, materials, or other explanation to the Personnel Committee to assist them in making a decision, including a statement by the employee of how or why the course will assist the employee in his/her job duties. The employee's immediate Supervisor may also offer his/her input or opinion.

4. The Personnel Committee shall have the right to reject requests for reimbursement on the basis of budgetary or financial needs of the Township, or on the basis that the course is not sufficiently related to the job the employee performs for the Township, or on any other basis deemed legitimate by the Personnel Director.

5. If reimbursement is approved, the following procedures and rules apply:

   a. The employee shall attend all course sessions, meetings, etc. unless excused by the instructor.

b. The reimbursement schedule is as follows:

A- or better	100% reimbursement
B- or better	80% reimbursement
Pass/Fail	80% reimbursement for "Pass"
C or better	70% reimbursement
C- or below	No reimbursement

C. Following reimbursement of educational courses, said employee shall remain in the employ of the Township for a period of not less than one (1) year. Should that employee leave the employ of the Township prior to the one (1) year stipulation, said employee shall repay the Township an amount equal to one-twelfth (1/12) of said reimbursement for each full month lacking the one-year stipulation.

D. The Township reserves the right, and the Union agrees the Township reserves the right, to revise this tuition reimbursement policy at any time, up to and including eliminating it, by simply providing notice to the Union, if the policy is revised or eliminated for non-union employees as well.

Section 24.4 Evaluation Reports. Each employee's performance shall be reviewed prior to the expiration of the probationary period and will be reviewed annually thereafter by the Fire Chief or his/her designee.

Evaluation reports may be reviewed by the employee, and the employee will be given an opportunity to make any written comments the employee feels appropriate.

Evaluation reports may be utilized by the Township for any lawful purpose.

Section 24.5 Less Than Acceptable Evaluation. A less than acceptable rating, as applied to performance evaluations, means any rating below the rating level of acceptable. Employees who receive less than acceptable ratings shall not be eligible for promotional consideration and shall not be eligible for any pay increase until the deficiency is corrected. Further, the Township may consider indefinitely transferring the employee, demoting the employee, or terminating the employee.

Specific action the Township may take against employees as the result of less than acceptable ratings will depend upon, but not be limited to, consideration of the weight or significance of the evaluation category compared to the importance of other aspects of job performance, and the length of time pertinent job factors have been observed by the rating supervisor.

Employees receiving less than acceptable ratings will be reevaluated within three months to document any progress in deficient categories, unless they have been transferred, demoted, or terminated.

Section 24.6 Political Activity. Employees are free to express their wishes and desires concerning political activities. Employees who become candidates for an elective office with the Township must request a leave of absence without pay at the time they comply with candidacy filing requirements, or 60 days before any election relating to that position, whichever date is closer to the election. Employees who are elected to a Township office are required to resign their hired position.

Employees may neither use their Township position for any political purpose nor engage in political activities during working hours. Banned political activities during work hours include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on the Township vehicles or property, or distributing political materials. However, this ban does not apply to bumper stickers placed on an employee's personal motor vehicle that is parked on Township property while the employee works for the Township.

Section 24.7 Residency. Employees shall be required as a condition of employment to maintain a bona fide residence and their primary domicile within 20 miles of the nearest geographical boundary of the Township. The 20-mile distance shall be measured in a straight line between the employee's place of residence and the nearest boundary of the Township.

Section 24.8 Smoking/Vaping. The Township's interest in this Section is not based on moral judgments, nor with the specific intent to deny some employees their rights over other employees. In workplace conditions, however, the Township claims a greater right, and that is to establish such controls and safeguards as the Township deems are in its best interests.

The Township's interest in this matter is governed by three operational considerations:

(a) Fire insurance premiums and costs related to fire damage including the potential for layoffs and business disruption;

(b) The health and safety of employees including health related absences; and

(c) The comfort and convenience of others visiting the Township, and the image of the Township created by an appealing environment.

Therefore, smoking/vaping is not permitted in any Township building or vehicle or property (the prohibition concerning property only shall not take effect unless and until the Township implements that restriction for other Township employees).

Section 24.9 Return of Township Property. Employees shall have the responsibility of turning in all Township equipment and property at termination of their employment. This provision shall apply at the time of voluntary and involuntary termination, layoff or retirement.

Section 24.10 Driving Record. The Township shall continuously monitor employees' driving records. An employee's failure to maintain an unrestricted license, or an employee's conviction

of an alcohol-related driving offense, may result in the termination of the employee, at the discretion of the Township.

Section 24.11 Nepotism. The Township shall not employ a person who has a personal relationship with a Township official or employee. For the purposes of this Section, a Township official shall not include any election inspector or any non-elected member of a statutory, standing, or special committee, commission, or board that is appointed by the Township Board (e.g., Planning Commission members, Board of Appeal members, Parks and Recreation Committee members, North Ottawa Recreation Program Board members, hospital representative, etc.)

For purposes of this Section, a personal relationship shall be defined to include a relationship with a spouse, sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew, including any in-law or step relationship of any of these described types.

In the event that, during employment with the Township, a new (e.g., by marriage, etc.) personal relationship between Township officials and/or employees arises, the Township shall resolve the situation and eliminate the existence of any such situation in an equitable and efficient manner, as determined by and in the discretion of the Township. The situation may be eliminated by allowing one of the involved Township employees and/or officials to resign, by terminating one or more of the involved Township employees and/or officials, etc.

Upon specific written request, this Section may be waived by a majority vote of the Board of Trustees at a public meeting. However, under no circumstances shall an employee be placed under the direct supervision of a relative by blood or marriage.

Section 24.12 Handicapper Accommodation. If employees believe the Township has failed to accommodate them as handicapped in accordance with the provisions of Act 121 of the Public Acts of 1990, they must notify the Township in writing of the need for accommodation within 182 days after the date they knew or reasonably should have known that an accommodation was needed by them to perform a job which they hold or seek.

An accommodation request form is available from the Human Resources Director for employees to complete and thereby request accommodation from the Township for their handicap.

Any written notification submitted to the Township should be directed to the following individual at the following address:

Human Resources Director
Grand Haven Charter Township
13300 - 168th Avenue
Grand Haven, Michigan 49417.

Section 24.13 Collections, Solicitations. Employees are not allowed to collect donations or sell merchandise to the general public during working hours. However, employees may accept donations if approved by the Fire Chief for such causes as The Crusade for Toys.

The solicitation and distribution of literature by employees in Township work areas, where employees perform job duties, is prohibited. Employees may not solicit or distribute literature during times they are required to be working. Employees may engage in oral solicitation or literature distribution in other areas of the Township premises during their authorized lunch or break periods or other times they are not required to be working. However, employees being solicited or receiving literature must also be on authorized lunch or break periods or otherwise not required to be working. Distribution of literature in such a manner as to cause litter on Township premises is prohibited.

Section 24.14 Conflict of Interest. No employee shall directly or indirectly maintain any outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Township or which interferes with the employee's ability to discharge the employee's duties fully.

All employees are required to disclose in writing to the Township any proprietary or financial interest they may have in any venture or organization with which the Township does business, in order that a determination be made as to whether a conflict of interest exists.

Any employee who wishes to work a second job, in addition to employment with the Township, must complete and submit a secondary employment form to obtain the approval of the Human Resources Director, after the recommendation of the Fire Chief, in order to do so. The Township shall not unreasonably withhold approval for a second job.

Section 24.15 Concealed Weapons. State law permits the carrying of a concealed weapon upon obtaining the proper license from a county concealed weapons licensing board.

However, no employees shall carry a concealed weapon in the course of Township duties regardless of whether they have obtained a license to carry a concealed weapon.

Section 24.16 Fire/Rescue Exercise Facility.

(a) Appropriate Use.

(1) Employees working 24-hour shifts shall spend one hour during each 24-hour shift in the facility. They shall sign in and sign out when beginning and ending their time in the facility.

(2) Employees, their spouses, partners, or significant others must complete a Risk Assumption form prior to using the facility.

(3) All users of the facility are expected to wear proper exercise attire while in the facility. Shirts and clean, dry shoes are required at all times.

(4) Any and all accidents must be reported to staff immediately.

(5) Spray bottles and towels must be used to wipe off equipment after use (e.g., *seats, treadmills, handrails, etc.)*.

(6) Employees who are unable to satisfy the requirement of (1) above shall explain their inability to do so to the Fire Chief, who shall determine whether or not to excuse them from the requirement of (1) above.

(b) Inappropriate Use.

(1) There will be no food or beverage in the exercise area. *Water bottles are permitted and encouraged*.

(2) No visitors, guests or pets are allowed to accompany users of the facility.

(3) No loitering is allowed in the facility.

Section 24.17 Equal Employment Opportunity. The Township is an equal opportunity employer whose policy is to undertake all personnel actions without unlawful discrimination on the basis of religion, race, sex, color, national origin, age, height, weight, marital status, veteran status, or handicap or disability that (with or without reasonable accommodation) is unrelated to the individual's ability to perform the duties of a particular job or position.

Section 24.18 New Hires. Employees hired after October 1, 2014, must be licensed in Michigan as paramedics before their probationary period expires. If they have not been licensed in the State of Michigan as paramedics prior to the expiration of the probationary period, they will be terminated by the Township.

Section 24.19 Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 24.20 Waiver Clause. It is the intent of the parties that the provisions of this Agreement, which Agreement supersedes all prior agreements and understandings, oral or written, express or implied, between the parties, shall govern their entire relationship. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements

arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 24.21 Emergency Manager. An emergency manager appointed under the Local Financial Stability and Choice Act, P.A. 436 of 2012 shall have the authority to reject, modify, or terminate this Agreement, as provided in the Local Financial Stability and Choice Act.

ARTICLE TWENTY-FIVE
DURATION

Section 25.1 Termination. This Agreement shall remain in full force and effect from January 1, 2019 to December 31, 2023. At least 120 days prior to expiration, either party may serve written notice on the other party of a desire to terminate or amend this Agreement. A notice of desire to amend shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been resolved by both parties; however, if the Township and the Union have entered into negotiations but have not resolved all subjects proposed, this Agreement shall be extended for an additional 90 days, with any additional extensions to be by mutual agreement between the parties. If neither party gives the other such notice, the Agreement shall be extended for another twelve months, and this termination or amendment option shall be repeated.

IN WITNESS WHEREOF, Grand Haven Charter Township has caused this Agreement to be executed by its Supervisor and Clerk of the Township Board and the Local 4475 of the International Association of Firefighters, AFL-CIO has caused this Agreement to be executed by its representatives.

GRAND HAVEN CHARTER TOWNSHIP

By: _____
Mark Reenders, Supervisor

By: _____
Laurie Larsen, Clerk

LOCAL 4475 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: _____
Jeff Kriger, President

By: _____
Blake DeDoes, Vice President

By: _____
Matt Schweitzer, Secretary / Treasurer

EXHIBIT A

2019 GHT Wage Scale

FIRE FIGHTER - Salary Progression									
Adjusted annually*									
	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		$15.15	$15.78	$16.43	$17.07	$17.71	$18.35	$18.99	$19.63
Level II (97.5% of "Level III")		$15.55	$16.20	$16.86	$17.52	$18.17	$18.84	$19.49	$20.14
Level III	$15.27	$15.94	$16.62	$17.30	$17.97	$18.64	$19.32	$19.99	$20.66
	$16.21	$16.88	$17.56	$18.24	$18.91	$19.58	$20.26	$20.93	$21.60
		w/ PARA							
Kriger	$20.66		1772						
DeDoes (Paramedic)	$20.66	$ 21.60	1772						
Peterson (Paramedic)	$20.66	$ 21.60	1772						

FIRE LIEUTENANT - Salary Progression									
Adjusted annually*									
	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		$16.56	$17.26	$17.96	$18.66	$19.36	$20.06	$20.76	$21.46
Level II (97.5% of "Level III")		$17.00	$17.71	$18.44	$19.15	$19.87	$20.59	$21.31	$22.02
Level III	$16.70	$17.43	$18.17	$18.91	$19.64	$20.38	$21.12	$21.85	$22.59
	$17.64	$18.37	$19.11	$19.85	$20.58	$21.32	$22.06	$22.79	$23.53
		w/ PARA							
Schweitzer (Paramedic)	$22.59	$23.53	1981						
Marshall (Paramedic)	$22.59	$23.53	1981						

FIRE CAPTAIN - Salary Progression									
Adjusted annually*									
	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		$18.33	$19.10	$19.87	$20.65	$21.43	$22.20	$22.97	$23.75
Level II (97.5% of "Level III")		$18.81	$19.60	$20.40	$21.19	$21.99	$22.79	$23.57	$24.37
Level III	$18.48	$19.30	$20.10	$20.92	$21.74	$22.56	$23.37	$24.18	$25.00
	$19.42	$20.24	$21.04	$21.86	$22.68	$23.50	$24.31	$25.12	$25.94
		w/ PARA							
Schrader (Paramedic)	$25.00	$25.94							

"Acceptable"	is defined as completing the tasks and projects assigned and included within the Job Description.
"Good"	is defined as completing the tasks and projects assigned and included within the Job Description while showing a positive attitude and initiative (i.e., not requiring significant supervision).
"Exceptional"	is defined as completing the tasks and projects assigned and included within the Job Description while showing a positive attitude, initiative and demonstrable leadership that results with improvements in operations, morale, and/or completing tasks at a high level of performance.
*	Tables are adjusted on an annual basis, effective January 1st, during the GHT budget process using the following adjustment: 2019, 2020, 2021, 2022, and 2023 - the percentage raise (there shall be no wage rate reduction) accorded to general non-union Township employees.

Change in pay gradations occur on January 1st of each year covered by this Collective Bargaining Agreement.

Employees will begin in their 2018 year's performance rating.

If an employee should fall from an "exceptional" to an "acceptable" rating, the employee's salary would be frozen rather than decreased.

EXHIBIT B

MERCY HEALTH

MercyHealth.com

October 24, 2018

Grand Haven Township Fire Dept
13300 168th Avenue
Grand Haven, MI 49417

Thank you for your inquiry into NFPA physicals for your department. Per your request, I have listed below the fee for annual firefighter examinations performed according to NFPA recommendations..

1. Annual Exam

a.	Physical Exam(History & Vitals)	$ 45.00
b.	Pulmonary Function Test	$ 47.00
c.	CBC with diff	$ 16.00
d.	"Chem 24"	$ 45.00
e.	Urine Cytology	$ 60.00
f.	Titmus eye exam	$ 20.00
g.	Respirator Certification clearance	$ 18.00
h.	Urinalysis with Micro	$ 17.00
i.	Audiogram	$ 25.00
j.	EKG with report	$ 55.00
k.	Chest x-ray (single view)	$ 52.00
l.	TB test	$ 18.00

i.	NORMAL Cost	$ 418.00
ii.	**GHTFD COST**	**$ 334.40 per person**
iii.	**Hep B titer**	**$ 30.00**
iv.	**HIV test**	**$ 30.00**
v.	**Revised total**	**$ 394.40**

I hope that this information proves to be helpful for you and the Grand Haven Township Fire Department. Please call me if you have any questions or would like to discuss the recommended changes in more detail. I can be reached at (231) 728-4815.

Sincerely,

Shauna Gorajec
Director

Workplace Health – Muskegon
1675 Leahy Street, Suite 120
Muskegon, MI 49442
231.728.4915 Phone
231.728.5980 Fax

Workplace Health – Grand Haven
923 S. Beechtree Street, Suite 9
Grand Haven, MI 49417
616.847.6233 Phone
616.847.6959 Fax

Workplace Health – Grand Rapids
150 Jefferson Avenue SE, Suite 110
Grand Rapids, MI 49503
616.685.3150 Phone
616.685.3155 Fax

Workplace Health – Ludington
5656 W. US 10
Ludington, MI 49431
231.316.1019 Phone
231.316.1088 Fax

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
ACCESSORY BUILDING				
P18BU0499	WILLIAMSON KURT	12895 152ND AVE	$2,000	$17.00
P18BU0512	DECHENEY ROBERT J JR	15111 152ND AVE	$24,000	$272.80
P18BU0524	DOORNBOS MATTHEW F-NANCY A	10209 LAKESHORE DR	$39,500	$382.40
			$65,500	**$672.20**
			Total Permits For Type:	***3***
ADDRESS				
P18AD0041	GRAND HAVEN DEVELOPMENT GROUP LLC	13152 COPPERWAY DR	$0	$14.00
			$0	**$14.00**
			Total Permits For Type:	***1***
ALTERATIONS				
P18BU0496	DUER STEVEN-VICKI	15081 DEREMO AVE	$14,290	$211.15
P18BU0502	AHMAD MOHAMAD-JEMBARI	11967 MISTRAL LN PVT	$82,399	$676.95
P18BU0503	ROBERTS JOSHUA-RODRIQUEZ ANGELICA	14615 177TH AVE	$1,200	$42.00
P18BU0504	DOMBROWSKI WILLIAM-SUSAN	17830 MERRYWOOD LN	$100,000	$793.40
P18BU0509	BAKER LARRY R-DIANE M	14635 178TH AVE	$3,500	$73.50
P18BU0521	DEGRYSE JACOB	15369 CHERRY ST	$1,200	$92.00
P18BU0526	COE WILLIAM-BARBARA	16057 GROESBECK ST	$115,000	$872.15
			$317,589	**$2,761.15**
			Total Permits For Type:	***7***
BASEMENT FINISH				
P17BU0481	GERVAIS ERIC-JENNIFER	15025 155TH AVE	$10,000	$245.40
P18BU0506	DIEPHOUSE DOUGLAS E-CHERYL L	11944 TURTLE TRAIL PVT	$16,875	$224.85
			$26,875	**$470.25**
			Total Permits For Type:	***2***
COMMERCIAL REMODEL				
P18BU0497	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$140,589	$1,953.36
			$140,589	**$1,953.36**
			Total Permits For Type:	***1***
DECK				
P18BU0467	TOTH CHRISTOPHER H-LYNN M	13355 FOREST PARK DR	$7,000	$63.00
P18BU0517	RIVER HAVEN OPERATING COMPANY LLC	13609 PINEWOOD DR	$1,100	$0.00
			$8,100	**$63.00**
			Total Permits For Type:	***2***
DEMOLITION				
P18DE0024	KITCHKA NAOMI TRUST	14657 LAKESHORE DR	$1	$20.00
P18DE0025	DOORNBOS MATTHEW F-NANCY A	10209 LAKESHORE DR	$0	$20.00
			$1	**$40.00**

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			Total Permits For Type:	*2*

ELECTRICAL

P18EL0570	MOSSER CHRISTOPHER P-SARA L	13002 BOULDERWAY TR	$0	$55.00
P18EL0594	SMITH OWEN-AMY	16858 MAPLERIDGE DR	$0	$56.00
P18EL0595	MARCUSSE CONSTRUCTION CO LLC	13185 COPPERWOOD DR	$0	$265.00
P18EL0596	J LOFTIS FARMS LLC	11946 168TH AVE	$0	$60.00
P18EL0597	SHARP ANDREW P-TAI	13050 LAKESHORE DR	$0	$60.00
P18EL0598	REENDERS KYLE L-ANDREA M	13752 168TH AVE	$0	$50.00
P18EL0599	FRISINGER JAMES-KIM	15244 FOREST PARK DR	$0	$118.00
P18EL0600	VANDERZANDEN JAMES-KELLI SUE	12681 LAKESHORE DR	$0	$59.00
P18EL0601	TREAT JEFFREY D-CAROL	15326 DAVID ST	$0	$92.00
P18EL0602	SIEREVELD MICHAEL	14522 BRIGHAM DR	$0	$221.00
P18EL0603	DONNER THERESA-JOHN	15351 FERRIS ST	$0	$77.00
P18EL0604	BAKER LARRY R-DIANE M	14635 178TH AVE	$0	$116.00
P18EL0605	SCHOPP JASON J	15851 BUCHANAN ST	$0	$166.00
P18EL0606	VANDERLAAN DAVID	15142 WILLOWWOOD CT	$0	$282.00
P18EL0607	VERBURG JONATHAN-ELIZABETH	12745 152ND AVE	$0	$325.00
P18EL0608	GRAND HAVEN FINANCIAL CENTER LLC	16920 FERRIS ST	$0	$55.00
P18EL0609	VAN BRONKHORST BENJAMIN	16875 PIERCE ST	$0	$59.00
P18EL0610	LEE ALLEN HOMES LLC	15017 COPPERWOOD DR	$0	$235.00
P18EL0611	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$0	$100.00
P18EL0612	AHMAD MOHAMAD-JEMBARI	11967 MISTRAL LN PVT	$0	$114.00
P18EL0613	JANSSEN CHARLES A-LEA ANNE L	10511 LAKESHORE DR	$0	$110.00
P18EL0614	HENKE TAMARA A-CAMERON	17063 LAKE MICHIGAN DR 17065	$0	$262.00
P18EL0615	VAN HILL THOMAS	15373 LYONS LN PVT	$0	$60.00
P18EL0616	STEINKE REBECCA-MICHAEL	16825 FILLMORE ST	$0	$262.00
P18EL0617	SIGNATURE LAND DEVELOPMENT CORP	13043 WILDVIEW DR	$0	$231.00
P18EL0618	SIGNATURE LAND DEVELOPMENT CORP	13053 WILDVIEW DR	$0	$221.00
P18EL0619	MICHALAK JEFFREY-MARTHA	10369 LAKESHORE DR	$0	$138.00
P18EL0620	MOYNIHAN OWEN-EMMA	16379 MERCURY DR	$0	$106.00
P18EL0621	ROBBINS ROAD REAL ESTATE LLC	17202 ROBBINS RD MAIN PARCL	$0	$95.00
P18EL0622	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$0	$320.00
P18EL0624	VAN OOSTERHOUT ROSEMARY E	14575 MERCURY DR	$0	$110.00
			$0	**$4,480.00**
			Total Permits For Type:	*31*

FENCE

P18ZL0104	TOTH CHRISTOPHER H-LYNN M	13355 FOREST PARK DR	$2,000	$25.00
P18ZL0109	KILCHERMANN PATRICK-AMANDA	14715 LAKESHORE DR	$5,855	$25.00
P18ZL0110	HUBBELL MICHAEL R-TERRI L	15103 GROESBECK ST	$8,424	$25.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P18ZL0112	CORLEW KELLY	16092 COMSTOCK ST	$1,500	$25.00
			$17,779	**$100.00**
			Total Permits For Type:	***4***

FREESTANDING SIGN

P18SG0015	ROBBINS ROAD REAL ESTATE LLC	17202 ROBBINS RD MAIN PARCL	$10,000	$393.50
P18SG0016	ROBBINS ROAD REAL ESTATE LLC	17202 ROBBINS RD MAIN PARCL	$10,000	$0.00
			$20,000	**$393.50**
			Total Permits For Type:	***2***

GROUND SIGN

P18SG0017	ROBBINS ROAD REAL ESTATE LLC	17202 ROBBINS RD MAIN PARCL	$5,818	$0.00
			$5,818	**$0.00**
			Total Permits For Type:	***1***

MANUFACTURED HOME SET-UP

P18BU0505	RIVER HAVEN OPERATING COMPANY LLC	13582 SILVERBROOK DR	$1,400	$92.00
P18BU0507	RIVER HAVEN OPERATING COMPANY LLC	13692 BLUEWATER COVE	$1,400	$92.00
			$2,800	**$184.00**
			Total Permits For Type:	***2***

MECHANICAL

P18ME0567	BERNARDINI JOHN V-DIANE K	14824 BIRDSONG LN	$0	$110.00
P18ME0568	GUDELSKY NICHOLAS	15281 160TH AVE	$0	$80.00
P18ME0569	VANANDEL DAVID C-KARIN J	17043 BUCHANAN ST	$0	$80.00
P18ME0570	MUNLEY CHRISTOPHER J-MICHELLE L	15075 161ST AVE	$0	$55.00
P18ME0571	CATLIN JOEL-WRIGHT DARNELLA	11664 GARNSEY AVE	$0	$75.00
P18ME0572	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$0	$243.00
P18ME0573	SIGNATURE LAND DEVELOPMENT CORP	13043 WILDVIEW DR	$0	$225.00
P18ME0574	SMITH TRUST	11829 CHICKORY DR	$0	$55.00
P18ME0575	EHLERT JOHN-ROSEANNE	15528 LINCOLN ST	$0	$85.00
P18ME0576	CAMP GREGORY TRUST	16161 WARNER ST	$0	$85.00
P18ME0577	AMBROSE SARAH-BRIAN	14726 INDIAN TRAILS DR	$0	$115.00
P18ME0578	TEG 43 NORTH LLC	14767 SHADOWOOD CRT 306	$0	$55.00
P18ME0580	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$0	$120.00
P18ME0581	HELGESON KATRINE M	11253 SKOGEN LN	$0	$80.00
P18ME0582	14748 LAKESHORE LLC	14748 LAKESHORE DR	$0	$80.00
P18ME0583	DOUGHERTY STEVEN A- BETH	16975 TIMBER DUNES DR	$0	$110.00
P18ME0584	LEE ALLEN HOMES LLC	15017 COPPERWOOD DR	$0	$135.00
P18ME0585	SIGNATURE LAND DEVELOPMENT CORP	13053 WILDVIEW DR	$0	$225.00
P18ME0586	RICH JOHN D-SANDRA K	16603 PINE DUNES CT	$0	$110.00
P18ME0587	MUSKOVIN JODIE A	15372 COLEMAN AVE	$0	$80.00
P18ME0588	KIEFT FAMILY PROTECTION TRUST	15722 RONNY RD	$0	$80.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P18ME0589	AHMAD MOHAMAD-JEMBARI	11967 MISTRAL LN PVT	$0	$137.00
P18ME0590	SMITH TARI-CATHERINE M	15714 GROESBECK ST	$0	$105.00
P18ME0591	MILES MARK M-JANE C	13288 FOX RIDGE CT	$0	$80.00
P18ME0592	MILLS GERALD D-KENNETH D	13797 LAKESHORE DR	$0	$80.00
P18ME0593	REECE ADAM M	17082 BUCHANAN ST	$0	$80.00
P18ME0594	JANSSEN CHARLES A-LEA ANNE L	10511 LAKESHORE DR	$0	$175.00
P18ME0595	BAKER DAVID A-PAULA L	13784 152ND AVE	$0	$80.00
P18ME0596	MASS RYAN-MARY JANE TRUST	14964 BIGNELL DR	$0	$100.00
P18ME0598	SIGNATURE LAND DEVELOPMENT CORP	13043 WILDVIEW DR	$0	$135.00
P18ME0599	SIGNATURE LAND DEVELOPMENT CORP	13053 WILDVIEW DR	$0	$135.00
P18ME0600	DE PAGTER PATRICK	15230 164TH AVE	$0	$80.00
P18ME0601	VAN HOUTEN DAN-SANDRA	9737 168TH AVE	$0	$80.00
P18ME0603	VAN OOSTERHOUT ROSEMARY E	14575 MERCURY DR	$0	$105.00
P18ME0604	KAUFFMAN WILLIAM J	15084 DEREMO AVE	$0	$80.00
			$0	**$3,735.00**
			Total Permits For Type:	***35***

PLUMBING

P18PL0177	BAKER LARRY R-DIANE M	14635 178TH AVE	$0	$178.00
P18PL0178	FRISINGER JAMES-KIM	15244 FOREST PARK DR	$0	$178.00
P18PL0179	AHMAD MOHAMAD-JEMBARI	11967 MISTRAL LN PVT	$0	$123.00
P18PL0180	CARLSON THOMAS-DEBRA A	14658 BRUCKER WOODS CT	$0	$234.00
P18PL0181	ROBBINS ROAD REAL ESTATE LLC	17272 ROBBINS RD BLDG S	$0	$328.00
P18PL0182	MICHALAK JEFFREY-MARTHA	10369 LAKESHORE DR	$0	$168.00
			$0	**$1,209.00**
			Total Permits For Type:	***6***

POOL/SPA/HOT TUB

P18BU0180	HATT TRUST	13455 HIDDEN CREEK DR	$5,000	$89.25
P18BU0422	MOSSER CHRISTOPHER P-SARA L	13002 BOULDERWAY TR	$300	$36.75
P18BU0522	MOYNIHAN OWEN-EMMA	16379 MERCURY DR	$6,000	$105.00
			$11,300	**$231.00**
			Total Permits For Type:	***3***

REPLACEMENT WINDOWS/DOORS

P18BU0508	SCHMIDT DIANA J	15148 154TH AVE	$1,635	$42.00
P18BU0515	ERICKSON STEVE-RENEE TRUST	13687 MEADOWBROOK LN	$11,180	$190.60
P18BU0516	SMITH TIMOTHY-DAWN TRUST	17361 BUCHANAN ST	$1,700	$42.00
P18BU0519	HOWELL CHRISTOPHER M	13328 FOREST PARK DR	$639	$36.75
P18BU0520	MILLETT SUSAN M	13684 FOREST PARK DR	$6,593	$120.75
			$21,747	**$432.10**
			Total Permits For Type:	***5***

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
RE-ROOFING				
P18BU0500	GOLDEN JAMES D II-CAROLYN A	16977 BUCHANAN ST	$6,000	$100.00
P18BU0501	KHATIWODA DEEPAK	14545 ANGELUS CIR	$4,400	$100.00
P18BU0510	CLOCKMAN DENNIS	13439 GREENBRIAR DR	$13,850	$100.00
P18BU0514	LARKIN KEVIN	15392 COLEMAN AVE	$3,000	$100.00
			$27,250	**$400.00**
			Total Permits For Type:	***4***
RE-SIDING				
P18BU0518	VARNER DAVID-DAWN	14955 160TH AVE	$7,850	$100.00
			$7,850	**$100.00**
			Total Permits For Type:	***1***
SHED (<200 SQFT)				
P18ZL0106	TWA MATTHEW A-RHONDA	15174 BRIARWOOD ST	$1,000	$25.00
P18ZL0107	TREAT JOSHUA D-TRISHA B	15584 SWEETBRIAR DR	$2,200	$25.00
P18ZL0108	STOCKWELL CHAD-APRIL	16056 DELTA VIEW DR	$0	$25.00
P18ZL0113	WEDHOLM JOSEPH-DEBRA	15004 177TH AVE	$0	$25.00
			$3,200	**$100.00**
			Total Permits For Type:	***4***
SINGLE FAMILY DWELLING				
P18BU0494	MOJO GROUP TOO LLC	13441 WINDCREST LN	$750,000	$2,494.40
P18BU0523	DOORNBOS MATTHEW F-NANCY A	10209 LAKESHORE DR	$655,500	$2,447.15
			$1,405,500	**$4,941.55**
			Total Permits For Type:	***2***
VEHICLE SALES				
P18VS0072	GAGE DAVID M	17154 LINCOLN ST	$0	$0.00
P18VS0073	RAMSEY WILLIAM M-REBECCA S	11437 OAK GROVE RD	$0	$0.00
P18VS0074	BAKER DAVID A-PAULA L	13784 152ND AVE	$0	$0.00
P18VS0075	DANIELS DAVID-BARBARA	15049 160TH AVE	$0	$0.00
P18VS0076	SPINK STEVE-KATHERINE	11421 144TH AVE	$0	$0.00
P18VS0077	SUCHECKI FAMILY TRUST	12523 LAKESHORE DR	$0	$0.00
P18VS0078	SHERWOOD BRIAN K-MARLIES A	11586 LAKESHORE DR	$0	$0.00
			$0	**$0.00**
			Total Permits For Type:	***7***
Totals			**$2,081,898**	**$22,280.11**
			Total Permits In Month:	***125***

November Enforcement Letters By Category

All enforcement letters sent the previous month

Type of Enforcement Letter	Number Mailed
BOAT IN FRONT YARD - 1ST NOTICE	2
FENCE - 1ST NOTICE	2
FENCE/SHED - 2ND NOTICE	1
LITTER - 1ST NOTICE	3
PARKED ON GRASS - 1ST NOTICE	2
SHED - 1ST NOTICE	4
SIGN IN ROW WARNING	1
VEHICLE FOR SALE - 1ST NOTICE	2
VEHICLE FOR SALE - 2ND NOTICE	1
VEHICLE IN ROW - 1ST NOTICE	5
WORK WITHOUT PERMITS - 1ST NOTICE	1
Total Letters Sent:	**24**

```
Letter.DateTimeCreated  Between  11/01/2018 AND 1
Letter.LinkFromType  =  Enforcement
```

November Closed Enforcements By Category
Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E17CE0438	16056 DELTA VIEW DR	CLOSED	11/22/17	11/09/18	12/20/2017 APP RCVD - DECISIONS TO MAK
E18CE0221	12995 BLACKHAWK AVE	CLOSED	08/06/18	11/15/18	

Total Entries: 2

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E17CE0299	15351 FERRIS ST	COMPLAINT LOGGED	08/10/17	11/09/18	
E18CE0312	13650 148TH AVE	RESOLVED	10/09/18	11/20/18	
E18CE0316	15601 KITCHEL LN	CLOSED	10/23/18	11/09/18	

Total Entries: 3

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0322	14715 LAKESHORE DR	CLOSED	10/31/18	11/13/18	

Total Entries: 1

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0317	15877 LAKE MICHIGAN DR	CLOSED	10/23/18	11/13/18	

Total Entries: 1

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0315	15446 160TH AVE	CLOSED	10/23/18	11/07/18	
E18CE0319	13992 152ND AVE 13990	CLOSED	10/24/18	11/08/18	
E18CE0324	15111 152ND AVE	CLOSED	10/31/18	11/13/18	
E18CE0345	14640 154TH AVE	CLOSED	11/21/18	11/29/18	

Total Entries: 4

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0307	15736 KITCHEL LN	CLOSED	10/17/18	11/13/18	

November Closed Enforcements By Category
Monthly Report

E18CE0313	15020 177TH AVE	CLOSED	10/23/18	11/19/18	

Total Entries: 2

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0240		CLOSED	08/14/18	11/09/18	
E18CE0275		CLOSED	09/12/18	11/09/18	
E18CE0287		CLOSED	10/03/18	11/09/18	
E18CE0288		CLOSED	10/03/18	11/09/18	
E18CE0318	15133 172ND AVE	CLOSED	10/24/18	11/09/18	
E18CE0336	17064 ROBBINS RD	CLOSED	11/15/18	11/20/18	

Total Entries: 6

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0332	15100 161ST AVE	CLOSED	11/09/18	11/20/18	

Total Entries: 1

VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0321	11586 LAKESHORE DR	CLOSED	10/30/18	11/09/18	
E18CE0323	16342 LINCOLN ST	CLOSED	10/31/18	11/13/18	
E18CE0328	15049 160TH AVE	CLOSED	11/07/18	11/07/18	
E18CE0329	15028 160TH AVE	CLOSED	11/07/18	11/16/18	
E18CE0333	13844 172ND AVE	CLOSED	11/13/18	11/20/18	

Total Entries: 5

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E07CE0836	15680 LAKE MICHIGAN DR	EXPIRED - CLOSED BY STAFF	08/18/08	11/20/18	
E09CE0015	14092 152ND AVE	EXPIRED - CLOSED BY STAFF	01/08/09	11/29/18	

Total Entries: 2

Enforcement.DateClosed Between 11/1/2018 12:00:00

November Open Enforcements By Category
Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0335	15004 177TH AVE	PENDING	11/15/18		
E18CE0337	15214 MEADOWS DR	1ST NOTICE OF VIOLATION LETTER	11/19/18		
E18CE0341	13614 MEADOWBROOK LN	1ST NOTICE OF VIOLATION LETTER	11/20/18		
E18CE0346	14511 MANOR RD	1ST NOTICE OF VIOLATION LETTER	11/21/18		
E18CE0349	10300 US-31	VERBAL WARNING	11/28/18		

Total Entries: 5

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0326	15271 WINANS ST	CLOSED	11/01/18	12/04/18	
E18CE0356	14671 PARK ST	1ST NOTICE OF VIOLATION LETTER	11/30/18		

Total Entries: 2

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0327	14130 172ND AVE	PENDING	11/07/18		
E18CE0340	13607 STREAMSIDE CT	PENDING	11/20/18		
E18CE0353	13369 FOREST PARK DR	1ST NOTICE OF VIOLATION LETTER	11/30/18		

Total Entries: 3

HOME OCCUPATION

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0331	14505 ANGELUS CIR	CLOSED	11/07/18	12/04/18	

Total Entries: 1

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0334	13854 148TH AVE	1ST NOTICE OF VIOLATION LETTER	11/15/18		
E18CE0342	14912 160TH AVE	1ST NOTICE OF VIOLATION LETTER	11/20/18		
E18CE0344	14711 154TH AVE	1ST NOTICE OF VIOLATION LETTER	11/21/18		
E18CE0351	13570 168TH AVE	VERBAL WARNING	11/29/18		

November Open Enforcements By Category
Monthly Report

Total Entries: 4

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0330	14934 172ND AVE 14940	CITATION/CIVIL INFRACTION	11/07/18		
E18CE0345	14640 154TH AVE	CLOSED	11/21/18	11/29/18	

Total Entries: 2

POOL & HOT TUB/SPA

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0348	17270 BUCHANAN ST	VERBAL WARNING	11/21/18		

Total Entries: 1

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0354	14761 PARK AVE	1ST NOTICE OF VIOLATION LETTER	11/30/18		
E18CE0355	14719 PARK AVE	1ST NOTICE OF VIOLATION LETTER	11/30/18		

Total Entries: 2

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0336	17064 ROBBINS RD	CLOSED	11/15/18	11/20/18	
E18CE0350	14100 152ND AVE	1ST NOTICE OF VIOLATION LETTER	11/29/18		

Total Entries: 2

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0332	15100 161ST AVE	CLOSED	11/09/18	11/20/18	
E18CE0338	15288 ARBORWOOD DR	1ST NOTICE OF VIOLATION LETTER	11/20/18		
E18CE0339	13487 GREENBRIAR DR	1ST NOTICE OF VIOLATION LETTER	11/20/18		
E18CE0343	14652 154TH AVE	1ST NOTICE OF VIOLATION LETTER	11/20/18		
E18CE0352	13590 HIDDEN CREEK CT	1ST NOTICE OF VIOLATION LETTER	11/30/18		

Total Entries: 5

VEHICLE SALES

November Open Enforcements By Category
Monthly Report

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0328	15049 160TH AVE	CLOSED	11/07/18	11/07/18	
E18CE0329	15028 160TH AVE	CLOSED	11/07/18	11/16/18	
E18CE0333	13844 172ND AVE	CLOSED	11/13/18	11/20/18	

Total Entries: 3

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0347	17122 ROBBINS RD	CITATION/CIVIL INFRACTION	11/21/18		

Total Entries: 1

Enforcement.DateFiled Between 11/1/2018 12:00:00 AM
AND 11/30/2018 11:59:59 PM

Total Records: 31

Total Pages: 3

Report Created: 12/04/18

PUBLIC SERVICES DEPARTMENT
END OF THE MONTH REPORT
2018

WATER

MONTH	WORK ORDERS	METER INSTALLS 3/4"	METER INSTALLS 1"	REPLACED METERS	REPLACED MXU'S	NEW TAPS 3/4"	NEW TAPS 1"	MAIN INSTALLED IN FEET	MILLION GALLONS OF NOWS WATER	MILLION GALLONS OF G.R. WATER	G.R. SUPPLIMENTAL WATER
JANUARY	190	5	0	3	132	2	0	0	35.51	1.33	0.00
FEBRUARY	266	5	3	4	168	1	1	0	46.31	1.47	0.00
MARCH	341	1	5	16	204	1	5	3766	35.45	1.92	0.00
APRIL	214	3	1	2	149	3	2	0	38.37	1.91	0.00
MAY	230	3	0	8	121	4	1	175	79.33	4.79	0.00
JUNE	178	2	4	6	78	3	6	0	128.12	5.88	0.00
JULY	188	2	5	7	107	4	5	1283	110.29	5.72	0.00
AUGUST	187	2	5	5	50	1	6	980	98.37	5.29	0.00
SEPTEMBER	141	3		12	24	1	0	0	80.95	3.50	0.00
OCTOBER	128	4	1	9	38	3	2	1067	46.22	1.42	0.00
NOVEMBER	185	3	1	13	98	2	6	0	37.46	1.13	0.00
DECEMBER									0.00	0.00	0.00
TOTAL YTD	2248	33	25	85	1169	25	34	7271	736.38	34.35	0.00
		58				59				34.36	
TOTALS						5356			770.74		

NOTES:
New 2" - 16923 Piperway - 5/2/18
New 3" - 14851 Piper Lakes Trl - 5/17/18
New 2" - 14836 Piper Lakes Trl - 5/17.17
New 2" - 16940 Piper Lakes Cir - 6/5/18
New 3" - 17283 Rosy Mound Lane
New 2" & 1 1/2" - 17276 Robbins Road

WASTEWATER

MONTH	WORK ORDERS	NEW TAPS	MAIN INSTALLED IN FEET	MILLION GALLONS OF WASTE PUMPED
JANUARY	1	1	0	7.01
FEBRUARY	1	2	0	10.74
MARCH	3	4	0	8.28
APRIL	0	2	0	8.45
MAY	1	3	0	10.34
JUNE	3	2	0	7.82
JULY	3	4	0	14.73
AUGUST	4	1	715	10.63
SEPTEMBER	0	0	0	8.60
OCTOBER	3	5	0	10.06
NOVEMBER	3	1	0	9.87
DECEMBER				0.00
TOTAL YTD	22	25	715	106.53
TOTALS		858		

NOTES: