

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, OCTOBER 14, 2019**

WORK SESSION – 6:00 P.M.

1. Short-Term Rental Discussions (*Review most recent ordinance draft and map*)
2. Discussion on Building Inspector Replacement Process

REGULAR MEETING – 7:00 P.M.

I. CALL TO ORDER

II. PLEDGE TO THE FLAG

III. ROLL CALL

IV. APPROVAL OF MEETING AGENDA

V. CONSENT AGENDA

1. Approve September 23, 2019 Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$1,030,296.65 (*A/P checks of \$807,249.55 and payroll of \$223,047.10*)
3. Approve Updated Sheriff COPS Contract
4. Approve 4-Year Leaf Processing Services Contract with VerPlank Dock Company
5. Approve 3-Year Economic Development Contract with the Chamber of Commerce
6. Approve Proposed Bid for West Meter Station Improvements
7. Schedule Public Hearing for Don Luis, Inc. #2 Liquor License for October 28th.

VI. OLD BUSINESS

1. Second Reading – Northeast Quadrant Parking Exemption Permit
2. Second Reading – Sidewalk Maintenance Ordinance
3. Decision on Building Inspector (*Hire or RFP For Third Party*)

VII. NEW BUSINESS

1. Approve Resolution 19-10-01 – SALD for Lincoln Pines Subdivision No. 2
2. Approve Resolution 19-10-02 – Petition to Establish Mercury Drive Drain
3. Approve Resolution 19-10-03 – Adopt Mobile Device Policy
4. Approve Resolution 19-10-04 – Establish Parking in Right-of-Way Permit Fee
5. Approve Increase in Part-time F/R Staffing Levels (*Increase from 24 to 26 positions*)

VIII. REPORTS AND CORRESPONDENCE

1. Committee Reports
2. Manager's Report
 - a. September Building Report
 - b. September Enforcement Report
 - c. Chamber Economic Development Report
 - d. August Legal Review
3. Others

IX. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY
(*LIMITED TO THREE MINUTES, PLEASE.*)

X. ADJOURNMENT

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

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, SEPTEMBER 23, 2019**

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: Gignac, Behm, Reenders, Redick, Meeusen, Kieft

Board members absent: Larsen

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

Motion by Trustee Behm and seconded by Trustee Meeusen to appoint Treasurer Kieft as Temporary Township Clerk. **Which motion carried.**

IV. **APPROVAL OF MEETING AGENDA**

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

V. **APPROVAL OF CONSENT AGENDA**

1. Approve September 9, 2019 Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$404,369.00 (*A/P checks of \$285,860.38 and payroll of \$118,508.62*)
3. Approve PUD Amendment – Lincoln Pines Condominiums pursuant to the December 2, 2018 approved site plan

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

VI. **PRESENTATION**

Barbara Lee VanHorssen of Extended Grace (*aka Momentum Center*) provided a PowerPoint presentation on services provided to create a stigma free community. The presentation also included outcome statistics that indicated success.

In response to questions from Trustee Meeusen it was noted that Extended Grace is a 501(c)(3) organization; that their operations budget is about \$250k; that they have three full-time and one part-time staff; and, that the Board is selected through a process that emphasizes diversity among the nine Board members.

VII. PUBLIC HEARINGS

1. Supervisor Reenders opened the 2019 “Truth in Taxation” public hearing at 7:17 p.m.

Deputy Treasurer Larrison provided an overview of the proposed 2019 millage rates noting that because of the voter approved Headlee Override Election in 2018, the Township millage rate will be increased from the 4.5861 mills to 4.7192 mills.

There being no further comments, Supervisor Reenders closed the public hearing at 7:20 p.m.

VIII. OLD BUSINESS

1. **Motion** by Trustee Redick supported by Trustee Gignac to adopt Resolution 18-09-04 approving the levy of additional allowable millage rate of 0.2739 and authorizing Supervisor and Clerk to sign the L-4029 2018 Tax Rate Request. **Which motion carried**, pursuant to the following roll call vote:

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

Nays:

Absent: Larsen

IX. NEW BUSINESS

1. The Board discussed the proposed parking amendment regulations for small lots in the Northeast quadrant of the Township. It was specifically noted that the regulations will only apply to small lots of 20,000 square feet or less.

The Board requested two changes to the draft, including (1) page 3, section 3(B) to clarify that the improvement is completed by the property owner; and (2) the require “border” is better defined.

Motion by Trustee Redick supported by Trustee Behm to postpone further action on adding the Northeast Quadrant parking exemption permit to the Road Rights-of-Way Ordinance until October 14th. This is a first reading. **Which motion carried.**

2. Craig Yoas (*16620 Pine Dunes Court*) spoke against the proposed Sidewalk Maintenance Ordinance and opined that the Township's pathways should be considered sidewalks.

Motion by Trustee Meeusen supported by Trustee Redick to postpone further action on the proposed Sidewalk Maintenance Ordinance until the October 14th Board meeting. This is a first reading. **Which motion carried.**

3. Treasurer Kieft questioned how the Township would fund any improvements to the Schmidt Heritage Park. Manager Cargo noted that the Phase I improvements to the park are being defined and will be brought before the full Board. However, even with the designated General Fund monies and local donations, it is expected that a millage rate increase will be brought before the Township voters (*e.g., 2021*)

Motion by Trustee Redick supported by Supervisor Reenders to adopt Resolution 18-09-05 adding the so-called “Schmidt Farm” to the Township’s parks system. **Which motion carried**, pursuant to the following roll call vote:

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

Nays:

Absent: Larsen

X. REPORTS AND CORESPONDENCE

a. Committee Reports

i. Personnel Committee will meet Wednesday, September 25th at 7:00 a.m.

ii. NORA Board will meet on Thursday, September 26th at 5:30 p.m.

b. Manager’s Report

i. August DPW Report

ii. Manager Cargo noted that the Double Chip and Seal actual construction costs were about 14% below estimate for the Warner Street East SAD and about 7.5% below for the Warner Street West SAD.

c. Others - None

XI. PUBLIC COMMENTS

None

XII. ADJOURNMENT

Motion Trustee Meeusen and seconded by Trustee Behm to adjourn the meeting at 7:48 p.m. **Which motion carried.**

Respectfully Submitted,

William Kieft III
Grand Haven Charter Temporary Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor

SUPERINTENDENT'S MEMO

DATE: September 4, 2019

TO: Township Board

FROM: Cargo

SUBJECT: Short-Term Rental Regulations

Attached, please find the following:

1. Red-lined Short-Term Rental Regulation Ordinance (*that shows the changes from September*)
2. Red-lined Short-Term Rental Zoning Text Ordinance (*that shows the changes from September*)
3. Medium Restricted - Short-Term Rental Map (*that allows about 16 of the 48 short-term rentals identified within the Township*)
4. Highly Restricted – Short-Term Rental Map (*that allows about 2 of the 48 short-term rentals identified within the Township*)

As you may recall, the at the September 9th Board meeting, staff were instructed to make the following changes to the Short-Term Rental Ordinance:

1. Refine the definition of “House Sitting” to allow for remuneration;
2. Eliminate the sentence in Section 5, subsection b that read, “*Rental of the Dwelling shall be done in a manner that is consistent with the intent of a single-family residential neighborhood*”;
3. Provide for a minimum duration of not less than 6 days for short-term rentals;
4. Under Section 7, subsection c, further define what is meant by “*specifically provided for and allowed in the development in question*” (*e.g., restrictive covenants, bylaws that are recorded and binding on all properties within the development*); and,
5. Amend the map and ordinance to prohibit short-term rentals along private roads that serve eight or more parcels and meet certain density requirements.

Staff are requesting that the Board provides direction on the following two items:

- ✓ Review and provide any further amendments on the ordinances, as drafted;
- ✓ Determine which of the two (2) maps best illustrate the limitations the Board wants to implement with regard to short-term rental locations.

If the ordinances are tentatively agreed upon by the Board (*subject to the normal public hearing and approval process*), the Short-Term Rental Zoning Text Ordinance will be referred to the

Planning Commission. After the Planning Commission conducts a public hearing and recommends approval to the full Board, both the Short-Term Rental Regulation Ordinance and the Short-Term Rental Zoning Text Ordinance will be brought before the full Board for the normal (1) first reading, posting and publishing; and (2) second reading/adoption, posting and publishing.

And finally, before the Short-Term Rental Regulation Ordinance takes effect, staff will prepare the necessary Rental Inspection Ordinance and fees for Board review and action

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

**RENTAL REGULATION ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN**

ord. no. _____ eff. _____

AN ORDINANCE TO REGULATE THE RENTAL OF PROPERTY IN GRAND HAVEN CHARTER TOWNSHIP; TO ESTABLISH PENALTIES AND SANCTIONS FOR VIOLATIONS OF THIS ORDINANCE; AND TO ESTABLISH AN EFFECTIVE DATE.

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

Sec. 1. PURPOSE

These standards in this Ordinance are intended to ensure compatibility with the other permitted uses and the residential character of the neighborhoods in which rentals are located. All short-term rentals and limited short-term rentals shall meet the standards contained in this Ordinance and shall be so located and constructed that the average neighbor, under normal circumstances, will not be aware of their existence.

These standards are also to provide for and protect the welfare of full-time residents and to discourage the purchasing of property for vacation rental uses when it would be inconsistent with the neighborhood in which the property is located.

Sec. 2. DEFINITIONS

The following words, terms, and phrases, when used in this Ordinance, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning.

(a) *Bedroom* means a room which is intended, arranged, and designed to be occupied by one or more persons primarily for sleeping purposes.

(b) *Dwelling* means a building or portion of a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, eating, cooking, sanitation, and one or more separate Bedrooms for sleeping.

(c) *License* means a Short-Term Rental License or a Limited Short-Term Rental License.

(d) *Limited Short-Term Rental* means the Rental or subletting of any Dwelling for any one or two Rental periods of at least ~~seven~~six but not more than 14 days, not to exceed 14 days total in a calendar year.

(e) *Maximum Occupancy* means the maximum number of allowable Occupants for the Dwelling, as established by Section 5(k) of this Ordinance.

(f) *Occupant* means an individual living in, sleeping in, or otherwise having possession of a space.

(g) *Owner* means a person holding legal or equitable title to the Premises. An Owner may designate an agent to perform duties or receive notice under this Ordinance.

(h) *Premises* means the property, including any land and the improvements on the land, such as a building or other designated structure, on which the Short-Term Rental or Limited Short-Term Rental is located or is proposed.

(i) *Rent or Rental* means to permit, provide for, or offer possession or occupancy of a Dwelling, in which the Owner does not reside for a period of time, to a person who is not the legal owner of record, pursuant to a written or unwritten agreement.

(j) *Short-Term Rental* means the Rental or subletting of any Dwelling for a term of at least ~~seven~~six but less than 28 days, but does not include the use of campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, other health-care related clinic, or housing for farm labor.

Sec. 3. RENTAL REGISTRATION AND LICENSE REQUIRED

Short-Term Rentals and Limited Short-Term Rentals shall be registered and licensed with the Township prior to commencement of any Rental activity related to them.

Sec. 4. APPLICABILITY AND EXCEPTIONS

The following circumstances do not constitute a Rental.

(a) *Family occupancy.* Any member of a family, as well as that family member's guests, may occupy a Dwelling as long as that family member's family owns the Dwelling. Family occupancy also exempts guest houses or similarly separate Dwellings legally located on the same Premises as the Owner's domicile, when occupied by family guests, exchange students, visitors, medical caregivers, and child caregivers, without remuneration to the Owner.

(b) *House sitting.* During the temporary absence of the Owner and the Owner's family, the Owner may permit non-Owner occupancy with or without remuneration to the Owner.

- (c) *Dwelling Sales.* Occupancy of up to 90 days by a prior Owner after the sale of a Dwelling under a Rental agreement following closing is permitted.
- (d) *Estate representative.* Occupancy by a personal representative, trustee, or guardian (including family members) of the estate, with or without remuneration, is permitted. The estate shall notify the Township of the Owner's name, date of death, and name of the person occupying the premises.

Sec. 5. PERFORMANCE STANDARDS

All Short-Term and Limited Short-Term Rentals shall be subject to the following performance standards.

- (a) The Owner shall provide off-street parking on paved portions of the Premises and not in the yard to accommodate all Occupants' vehicles, including motor vehicles and trailers.
- ~~(b) Rental of the Dwelling shall be done in a manner that is consistent with the intent of a single family residential neighborhood.~~
- (b) ~~(e)~~ The Owner shall provide the Occupant and the Township with the following information prior to occupancy and post such information in a conspicuous place within the Dwelling:
 - (1) The name of a contact person and a telephone number at which the contact person may be reached any time that the Dwelling is Rented;
 - (2) Notification of the Maximum Occupancy permitted in the Dwelling;
 - (3) Notification and instructions as to the parking locations;
 - (4) A copy of this Ordinance, as may be amended from time to time; and
 - (5) Notification that an Occupant may be cited or fined by the Township, in addition to any other remedies available at law, for violating any provision of this Ordinance.
- (c) ~~(d)~~ The Owner's contact person must be available to accept telephone calls at all times that the Dwelling is Rented. The contact person must have a key to the Dwelling and be capable of being physically present at the Dwelling within one hour to address issues, unless arrangements are made for another person to address issues within the same timeframe.
- (d) ~~(e)~~ The Owner shall provide the contact person's information in writing to the Owners of the property within 300 feet of the Premises.

- (e) ~~(f)~~ The appearance of the Dwelling shall not conflict with the residential character of the neighborhood. The Dwelling shall be properly maintained per all applicable local and state codes, and kept in good repair so that the use in no way detracts from the general appearance of the neighborhood.
- (f) ~~(g)~~ Occupants shall not encroach on neighboring properties.
- (g) ~~(h)~~ Owners shall provide sufficient waste receptacles substantially screened from public and neighboring view; and the Premises shall be maintained free of debris and unwholesome substances. Garbage must be kept in a closed container and disposed of on a regular weekly schedule.
- (h) ~~(i)~~ Campfires shall be maintained in designated fire pits and comply with applicable fire codes.
- (i) ~~(j)~~ Occupants shall not create a nuisance. For purposes of this subsection, a nuisance includes but is not limited to any of the following:
- (1) Any activity that violates Township noise regulations;
 - (2) Any outside noise that is audible at the property line of the Premises occurring between 10:00 p.m. and 7:00 a.m. on weeknights (Sunday, Monday, Tuesday, Wednesday, and Thursday), and between 11:00 p.m. and 7:00 a.m. on weekend nights (Friday and Saturday); and
 - (3) Any activity that violates Township firework regulations.
- (j) ~~(k)~~ The maximum occupancy for any Dwelling is 12 individuals, subject to any applicable local, state, or federal laws, regulations, or ordinances, and subject to the Property Maintenance Code as referenced in the Michigan Building Code that is enforced by the Township per Ordinance No. 454, as amended. Campers and tents to provide additional occupancy on the Premises are not permitted. The occupancy of any Short-Term Rental or Limited Short-Term Rental served by a septic tank rather than a public sanitary sewer system shall not exceed any limitations established by the Ottawa County Health Department.
- (k) ~~(l)~~ A lock box, acceptable for the Township's Fire Chief or the Fire Chief's designee, shall be provided for every Dwelling used as a Short-Term Rental or Limited Short-Term Rental.
- (l) ~~(m)~~ A Dwelling may not be occupied as a Short-Term Rental for more than 12 weeks in a calendar year.

Sec. 6. DURATION

A license issued under this Ordinance shall be valid for a period of two years from the date of issuance.

- (a) *Renewal.* A request for renewal shall be submitted at least 30 days before the expiration date or within 30 days of a sale or transfer of ownership of the Dwelling. The renewal forms shall be provided by the Township. If no information has changed since the previous registration and license approval, the information previously submitted may be incorporated by reference.
- (b) *Noncompliance.* Any change in the use or construction of a Dwelling that results in noncompliance with any Township or state standards, as determined by the Community Development Director, shall void the license.

Sec. 7. RENTAL LIMITATIONS

A Dwelling that is issued a license under this Ordinance may be Rented subject to the following limitations.

- (a) In any zoning district, a Dwelling may be Rented for any time period, as often as the Owner decides, subject to the limitations and all other requirements of this Ordinance. Accordingly, Short-Term Rentals, including Limited Short-Term Rentals, are permitted in any zoning district, subject to compliance with this Ordinance.
- (b) Any Short-Term Rental, including any Limited Short-Term Rental, must satisfy the requirements of the Township's Zoning Ordinance.
- (c) Short-Term Rentals, other than Limited Short-Term Rentals, are not permitted in any subdivision (excluding a supervisor plat), planned unit development, or site condominium unless Short-Term Rentals are specifically provided for and allowed ~~in~~[according to the restrictive covenants or master deed provided to the Township during the application process for the development in question, which restrictive covenants or master deed is approved by the Township and recorded with the Ottawa County Register of Deeds.](#)
- (d) [Short-Term Rentals are not permitted for any Dwelling that is served by a private road serving eight or more Premises, according to the Township's Private Roads and Driveways Ordinance, as amended or restated.](#)

Sec. 8. SUSPENSION OR REVOCATION OF LICENSE

In addition to any other penalty authorized by law, a license may be suspended or revoked if the Community Development Director finds by competent, material,

and substantial evidence, and after written notice of the charges to the Owner and an opportunity for the Owner to be heard, that the Owner has violated or failed to fulfill the requirements of this Ordinance. Written notice of the charges and notice of hearing before the Community Development Director shall be personally served on the Owner or served on the Owner by certified mail, no less than 21 days before the hearing.

- (a) Upon a finding by the Community Development Director of a first violation within any 12 month period, the license may be suspended for up to 30 days during which time the Premises shall not be Rented.
- (b) Upon a finding by the Community Development Director of a second violation within any 12 month period, the license shall be suspended for 60 days during which time the Premises shall not be Rented.
- (c) Upon a finding by the Community Development Director of a third violation within any 12 month period, the license shall be revoked and the Owner shall not again be issued a license for a period of 24 months, during which time the Premises shall not be Rented. Appeal from denial or suspension or revocation of a license is allowed, as provided in Section 9.

Sec. 9. APPEAL

Any Owner whose application was denied or whose license was suspended or revoked by the Community Development Director, may, within ten days following such decision, appeal to the Township Board. The Township Board shall determine whether to affirm, reverse, or modify the decision of the Community Development Director in accordance with this Ordinance.

- (a) *Notice.* At least 14 days prior to the Township Board meeting to consider the appeal of the Owner, the Community Development Director shall send, by certified United States mail, written notice to the Owner of the date, time, and place at which the Township Board will consider the denial, suspension, or revocation. The Owner shall be provided an opportunity to be heard by the Township Board prior to its decision being made. All neighbors within 300 feet of the boundaries of the Premises must also be notified by United States mail of the date, time, and place of the Township Board meeting.
- (b) *The decision.* The decision of the Township Board shall be final. The Township Clerk shall notify the Owner, in writing, of the decision of the Township Board.
- (c) *Right to appeal.* If the Township Board affirms the decision of the Community Development Director denying an application or suspending or revoking a license, the Owner shall have the right to appeal the Township Board decision to the circuit court. The decision of the

Township Board shall not be vacated during the pendency of any appeal to circuit court. The Owner has the right to seek a stay in circuit court.

Sec. 10. TOWNSHIP, STATE, AND FEDERAL REQUIREMENTS

Nothing contained within this Ordinance shall be construed to relieve a person of any duties and obligations imposed under any Township, state, or federal laws, rules, regulations, licenses, or permit requirements.

Sec. 11. SEVERABILITY AND CAPTIONS

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

Sec. 12. ADMINISTRATIVE LIABILITY

No officer, agent, employee, or member of the Township Board shall be personally liable for any damage that may accrue to any person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

Sec. 13. VIOLATIONS

Any person violating the provisions of this Ordinance shall be responsible for a municipal civil infraction. The penalty for a violation of this Ordinance shall be a civil fine of not less than \$50.00, plus costs and other sanctions. Increased civil fines may be imposed for repeat violations of this Ordinance by a person. A “repeat violation” of this Ordinance is a second or subsequent violation of this Ordinance committed by a person within six months of a prior violation of this Ordinance, and for which the person admits responsibility or is determined to be responsible. The penalty for a violation of this Ordinance which is a first repeat violation shall be a civil fine of not less than \$250.00, plus costs and other sanctions. The penalty for a violation of this Ordinance which is a second or subsequent repeat violation shall be a civil fine of not less than \$500.00, plus costs and other sanctions. The Township Supervisor, Township Superintendent (Township Manager), an authorized Township official, any law enforcement officer of the Ottawa County Sheriff’s Department or the Michigan State Police, and the Township Attorney are authorized to issue municipal civil citations for violations of this Ordinance.

Sec. 14. EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on _____, 2019, after its introduction and first reading on _____, 2019, and after its publication in the manner provided by Public Act 359 of 1947, as amended. This Ordinance shall take effect 30 days after its publication following adoption.

Mark Reenders, Township Supervisor
~~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 Rental Regulation Ordinance was adopted at a regular meeting of the Township Board held on _____, 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 _____, 2019.

Laurie Larsen, Clerk
Grand Haven Charter Township

ORDINANCE NO. _____

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE GRAND HAVEN
CHARTER TOWNSHIP ZONING ORDINANCE TO
PERMIT SHORT-TERM RENTALS AND LIMITED SHORT-
TERM RENTALS IN THE TOWNSHIP; AND TO PROVIDE
FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Limited Short-Term Rental Definition. Section 2.13 of the Grand Haven Charter Township Zoning Ordinance (the “Zoning Ordinance”) shall be amended to include the following definition. (The rest of Section 2.13 shall remain unchanged.)

LIMITED SHORT-TERM RENTAL: The rental of any Dwelling for any one (1) or two (2) rental periods of at least ~~seven~~six (~~7~~6) days but not more than fourteen (14) days, not to exceed fourteen (14) days total in a calendar year.

Section 2. Short-Term Rental Definition. Section 2.20 of the Zoning Ordinance shall be amended to include the following. (The rest of Section 2.20 shall remain unchanged.)

SHORT-TERM RENTAL: The rental or subletting of any Dwelling for a term of at least ~~seven~~six (~~7~~6) days but less than twenty-eight (28) days; this definition does not include the use of Campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, other health-care related clinic, or housing for farm labor.

Section 3. Rental Regulations. Section 20.27 of the Zoning Ordinance shall be added and shall state in its entirety as follows.

RENTAL REGULATIONS

1. Short-Term Rentals have historically been considered a commercial use, not historically permitted in residential zoning districts. Furthermore, the Township is committed to preserving the residential character of Township neighborhoods, minimizing potential nuisances, and maintaining the Township’s small-town character and scenic beauty. The Township intends to protect its residents and visitors from the potentially negative or harmful effects that can arise from commercial rentals, including the potential impact on the appearance, tranquility, and standard of living in the Township’s prime residential areas.

However, the Township also recognizes the potential benefits of tourism and additional lodging opportunities for visitors, as well as the financial benefit that Short-Term Rentals can bring to property owners in the Township. Therefore, the Township wishes to achieve a balance between these considerations by providing that Short-Term Rentals are allowed as special land uses, based upon a consideration of the standards in Section 19.05, in all zoning districts.

- 2. Although the Township permits Short-Term Rentals as special land uses in all zoning districts, the Township also wants to preserve the expectations of those persons who purchase lots or other ownership interests in any subdivision (excluding a supervisor plat), planned unit development, or site condominium (“Prohibited Developments” for purposes of this Section). Thus, Short-Term Rentals are not permitted in Prohibited Developments by the Township, even as special land uses, unless Short-Term Rentals are specifically provided for and allowed ~~in~~ according to the restrictive covenants or master deed provided to the Township during the application process for the Prohibited Development, which restrictive covenants or master deed is approved by the Township and recorded with the Ottawa County Register of Deeds.
- 3. Limited Short-Term Rentals, because of the time limitations placed upon them, are permitted by right in all zoning districts, as long as the use of the rented property is permitted by the terms of this Ordinance.
- 4. Rentals that do not qualify as Short-Term Rentals or Limited Short-Term Rentals are permitted by right in all districts, as long as the use of the rented property is permitted by the terms of this Ordinance.
- 5. Notwithstanding any other provision in this Section or in this Ordinance, all rental property in the Township must comply with all other Township ordinances, all Ottawa County requirements, and all applicable State and Federal laws.

Section 4. Effective Date. The foregoing 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 _____, 2019, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended, and after a first reading of the amendment by the Township Board on _____, 2019. This Ordinance shall be effective on _____, 2019, which date is eight days after publication of the Ordinance as is required by Section 401 of Act 110, as amended, provided that 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
~~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 _____, 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 _____

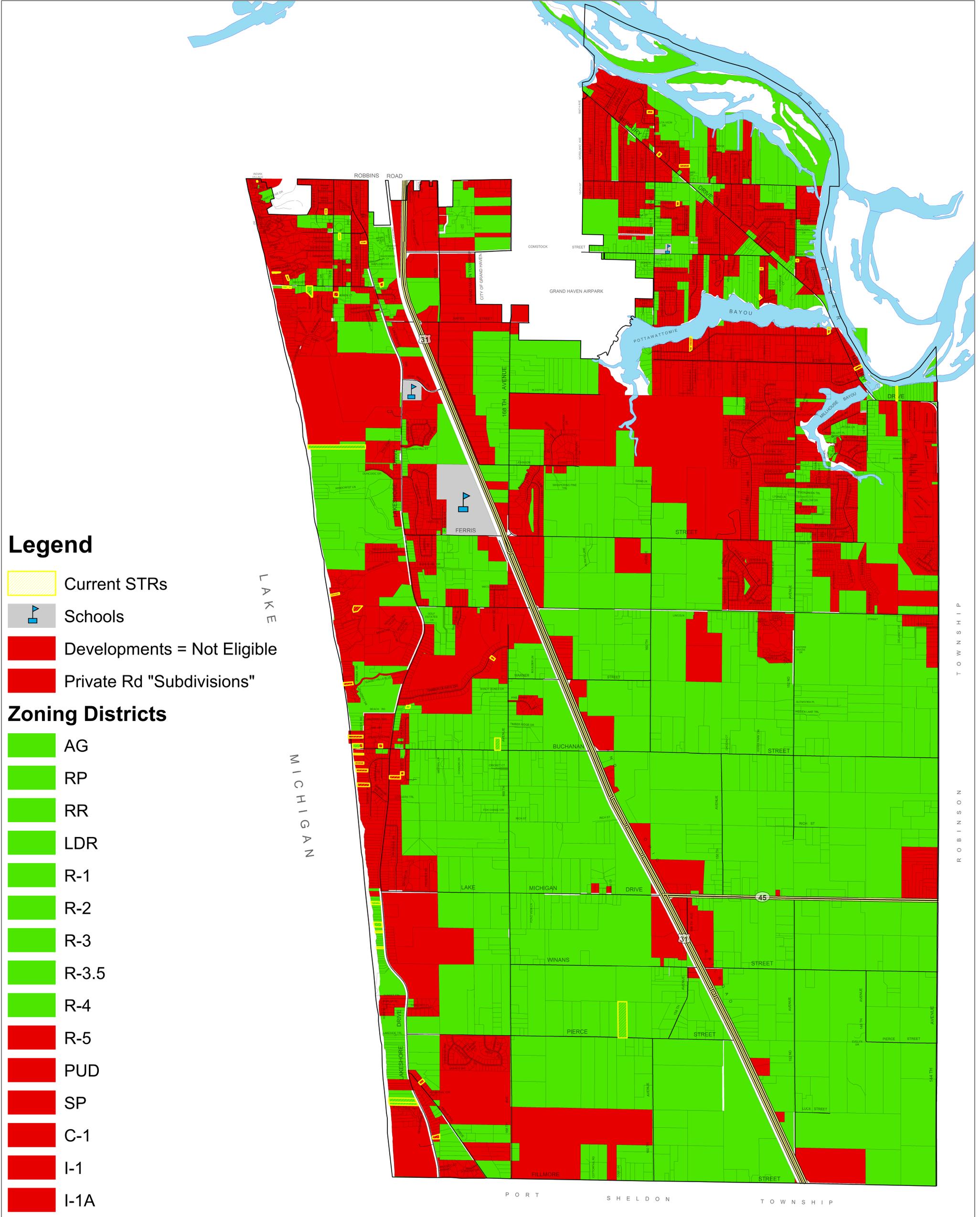
voting in opposition. The Ordinance or a summary of the Ordinance was published in the *Grand Haven Tribune* on _____, 2019.

Laurie Larsen, Clerk
Grand Haven Charter Township

Proposed Short Term Rental Map

Eligible Land vs. Non-Eligible Land

Level of Restriction = Medium



ADMINISTRATIVE MEMO

DATE: October 10, 2019

TO: Township Board

FROM: Andrea Dumbrell, Human Resources Director

SUBJECT: Building Inspector Replacement Process and Recommendation

As you may recall, the Township Board instructed staff “*to examine a third-party inspection service to work under Building Official Corbat to improve service within the Township.*” Concurrently, staff continued the interview process for an in-house building inspector. This process is now complete and unanimous recommendation is presented within this memorandum.

With regard to third-party inspection services, four (4) building inspection companies were contacted to discuss the potential of completing the job duties of a building inspector under Building Official Corbat. Results of the meetings, and/or meeting requests, are summarized below:

- **Michigan Township Services, Allegan** – “*Grand Haven is too far out of our range for inspections.*”
- **Michigan Township Services, Muskegon** – “*Can’t see that we would have the manpower to have just one person for only Grand Haven Township.*”
- **Professional Code Inspections** – The service model requested does not work with their service model. Further, they recommended that the Township stay with the current in-house inspection model given the quality of staff and inspection services being provided. That said, the firm would work with the Township if plumbing, mechanical or electrical inspections are needed or if the Township decides to contract all building inspection services.
- **SAFEbuilt** – Will tailor their services to the requests of a municipality and offered a tentative rate of **\$73** an hour, for 40 hours a week. While this initial cost is significantly lower than the \$90 an hour cost provided to the Township in January, the annual cost still equals **\$151,840** (*or about 50% higher↑ than the rate to hire an inspector in-house.*)

With regard to interviews for an in-house building inspector, Township staff reviewed 30+ applications received for the Building Inspector/Plan Reviewer position and selected candidates for interviews. (*It is noted that three (3) applicants accepted other employment opportunities during the interview process.*)

Six (6) building inspector candidates appeared before an Interview Panel that consisted of the following:

1. Three (3) members of the Township's Construction Board of Appeal Members (*i.e.*, Architect Brock Hesselsweet, Electrician Pete Morden, and Builder Randy Wagenmaker);
2. Three (3) representatives of local builders (*i.e.*, Nick Grypma of Eastbrook Homes, Derrick Schabbel of Lee Allen Homes, and Ken VanderZee of David Bos Homes);
3. Four (4) representatives of the Township (*i.e.*, Building Scott Corbat, Human Resources Director Andrea Dumbrell, Community Development Director Stacey Fedewa, and Assistant Zoning Administrator/Permit Technician Cassie Hoisington).

As part of the process, the Interview Panel discussed what they hoped to find in a successful candidate. The specific, desired traits discussed were (1) being flexible; (2) being reasonable; (3) being open-minded; (4) having great listening and people skills; (5) an ability to replicate Building Official Corbat's attitude; and, (6) the ability to train with and learn from Building Official Corbat.

After completing the interviews, and discussion among the Interview Panel, there was consensus to offer the Building Inspector/Plan Reviewer position to **Jeffrey Legard**.

Mr. Legard currently works as a Building Inspector, Plan Reviewer, and Rental Inspector, for SAFEbuilt within the City of Muskegon. His experience also includes 20 years as a carpenter, foreman, and superintendent in the construction field. Mr. Legard is a journeyman carpenter and a licensed building inspector and plan reviewer in the State of Michigan. Mr. Legard is looking forward to working for a municipality on a long-term basis.

The members of the Interview Panel that participated with the second round of interviews, were **unanimous** in the selection of Mr. Legard and look forward to working with him. The Interview Panel believes Legard's knowledge, people skills, and experience will be valuable assets to the area builders and the Township. (*Enclosed is Mr. Legard's application and a contingent offer letter.*)

The cost to hire Mr. Legard, as compared to SAFEbuilt's offer for services, results in an annual savings (*i.e.*, *cost avoidance*) of about **\$48,620 annually**. Additionally, the Interview Panel believes there will be greater consistency for builders and a better opportunity to improve customer service by hiring an employee, as compared to a for-profit, third-party service. (*Specifically, the Interview Panel noted that the Township would have a limited ability to select an employee from any third-party inspection service.*)

If the Board concurs with the unanimous recommendation to hire Mr. Legard, the following motion could be offered for consideration:

Move to approve the hire of Jeffrey Legard as the Building Inspector/Plan Reviewer, effective immediately.

If you have any questions, please contact me at your convenience.



Superintendent's Memo

DATE: October 9, 2019
TO: Township Board
FROM: Bill Cargo
RE: Update COPS Contract

Grand Haven Charter Township has contracted with the Ottawa County Sheriff's Department since 1996 (*i.e.*, 23 years) for additional deputies to provide patrol and "Community Oriented Police Services" (COPS).

Since that time, the number of municipalities contracting for additional public safety services from the Sheriff have expanded tremendously, and now includes cities, townships and a village. Unfortunately, the number (*and format*) of these numerous agreements has become very cumbersome and the Sheriff embarked on a project to standardize the agreements and associated costs. (*See attached letter.*)

The attached agreement uses an average "*cost of service*" to determine fees that municipalities will pay. For Grand Haven Charter Township, there should not be any significant increase in the cost of service. Further, the Township is expected to receive a "rebate" of about \$30k for monies that were held in escrow under the current COPS agreement.

If the Board determines that the standardized contract with Ottawa County for COPS services is acceptable, the following motion can be offered:

Move to approve and authorize Supervisor Reenders and Clerk Larsen to sign and execute the proposed Agreement for Sheriff's Services.

Please contact me if there are any questions or concerns.

**AGREEMENT
FOR SHERIFF'S SERVICES
BETWEEN GRAND HAVEN CHARTER TOWNSHIP
AND THE COUNTY OF OTTAWA**

This Agreement is made this ____ day of _____, 2019, between Grand haven Charter Township ("Township"), by and through its Board of Trustees, and the County of Ottawa County, by and through its Board of Commissioners and its elected Sheriff (collectively, the "County"). The Agreement facilitates the delivery of additional Sheriff's Services from the County to the Township:

A. Pursuant to the authority granted in the MCL 41.181; MSA 5.45(1), a township may contract with the county and county sheriff to provide special police protection within the townships and to enforce local ordinances.

B. In addition to the County-funded police protection already being provided to the Township by the County through the general services of the Sheriff's Office, the Township wishes to contract for certain additional police services on the terms and conditions set forth herein.

It is agreed as follows:

1. DUTIES OF THE COUNTY

The County, through the Sheriff's Office ("Sheriff"), agrees to provide the community policing officers ("CPO's"), and/or paramedics ("EMT's") and/or school resource officers ("SRO's) to the Township and School District (collectively, the "Township Deputies"), all as further described in Exhibit A as full-time equivalents ("FTE's) or fractions thereof. The Township Deputies will at all times be staffed by Sheriff's deputies who are MCOLES certified and are qualified and trained in accordance with all

requirements of Michigan law for police officers, can be lawfully employed under Michigan law as full-time police officers, and are deputized as deputy county sheriffs. At all times, these officers and staff will be under the supervision and control of the Sheriff and Sheriff's Office.

The Township Deputies will be County employees and the County shall pay all wages, salaries, fringe benefits, workers' compensation insurance, unemployment compensation, tax and social security withholdings, uniforms for personnel, and costs of vehicles and other equipment within the guidelines and policies of the County and the Sheriff's Office.

It is understood that one of the Township Deputies assigned, or sergeant, will present a monthly activity report to the Township Board as requested, and that the Township Board will have regular opportunities to request policing activity through the Sheriff's Office chain of command. The deputies assigned will have the responsibility of enforcement of all ordinances of the Township under the direction of the Township Board, through the Sheriff's Office chain of command. In addition to being considered "Township Deputies," the SRO's shall be considered "School Deputies" and as such will give regular reports to the School District's executive staff and principals regarding school safety issues and concerns.

The primary day-to-day responsibilities of the SRO's will be in the School District and its facilities and operations, although as Township Deputies and as Ottawa County Sheriff Deputies they will also be available for responsibilities to other deputies serving the Township and County.

Any vehicles used by the Township Deputies will have traditional Sheriff's Office markings as well as additional markings identifying it as a Township Sheriff's vehicle. The Township shall be responsible for the cost of all equipment as well as the regular and special maintenance and repairs on the vehicles used by the Townships Deputies, again as detailed in Exhibit A. When the Township Deputies' vehicles are being repaired or replaced, the County and the Sheriff's Office will provide other vehicles for the Township's deputies to use. It is understood that the vehicles used by the Township Deputies will remain with the Deputies, to be used only by the Township deputies, although they remain available for response to emergency calls outside the Township.

2. DUTIES OF THE TOWNSHIP

In whole or in part as shared with other local units or school districts as detailed in Exhibit A, the Township's responsibilities are to pay the County's compensation for the services and equipment provided hereunder as specified in Paragraph 3, below.

3. BUDGET

At the beginning of this Agreement and annually thereafter, the County shall provide a projected cost of providing the service for the contract year within the guidelines of the County's total budget in accordance with the Governmental Accounting Standards Board (GASB) Statements. The parties acknowledge that the costs set forth in the County's projections are only estimates. The County reserves the right to modify the estimates to reflect unusual changes in cost, and the Township agrees to modify its payments after notification of the County's changes. The County will attempt to keep billings as close to original projections as is practicable given the overall Sheriff's Office budget, the County's staffing policies and activities, and cost demands. The parties may

agree to adjustments in the number of FTE's or partial FTE's subject to this Agreement at any time by modifying Exhibit A. Approval of such changes may occur administratively, as long as the legislative bodies of each party are advised in writing.

4. LIABILITY INSURANCE

The County shall provide and carry all liability insurance to cover the services provided by the Township Deputies, including any vehicles for the protection of the Township and the County. The County shall hold the Township and the Township Board harmless of all liability or obligation which might arise out of the Township Deputies or their operation of the Township vehicles, provided, however, this indemnification shall not apply to the extent such liability or obligation is imposed because a Township ordinance is unconstitutional or otherwise legally defective. The Township and the Township Board shall be listed as an additional insured on any such policy of insurance or through a certificate issued by the Ottawa County, Michigan, Insurance Authority, if the County obtains insurance through that Authority. The County shall provide a thirty (30) day notice of termination of liability insurance to the Township, and the County will provide proof of insurance and certified copies of the insurance policies or Memorandum of Coverage to the Township upon request.

5. REIMBURSEMENT TO THE COUNTY

The County will bill the Township on a monthly basis, and the Township will pay the County within thirty (30) days following its receipt of the invoice.

6. OWNERSHIP AND TITLE OF THE VEHICLE AND EQUIPMENT

Ownership and title of the vehicles, equipment and supplies as used or held by the unit, shall be in the name of the County during the term of this Agreement.

7. OVERHEAD EXPENSES

Unless there is a management position within the Township Deputies, the Township shall not be required to pay any costs for county-funded general road patrol supervision of the unit or unit personnel when they do not have Township funded supervision on duty, which shall be paid by the County.

8. OPERATIONAL CONTROL

Subject to compliance with the provisions of this Agreement, the Sheriff's Office shall have the sole and absolute control over the supervision, operation and conduct of the Township Deputies, and any complaint or request regarding individual personnel matters should be forwarded by the Township to the Sheriff's Office command.

9. TERMINATION OF THIS AGREEMENT

This Agreement shall run indefinitely, provided that either party shall have the right to notify the other party of its intent to terminate this Agreement upon at least one hundred and twenty (120) days advance written notice. The Township shall pay the prorated expenses of the Township Deputies, vehicles and equipment through the effective date of termination.

10. LIAISON

The Office shall report in writing to the Township monthly and annually with respect to activities of the unit. In addition, the deputy designated by the Sheriff to be in charge of the unit shall meet with the Township at such Board meetings and at other reasonable times as requested by the Township to discuss the activities of the unit, problems which have arisen in its operation, and other matters the Township deems relevant with respect to the operation of the unit and this Agreement.

11. INSPECTION OF THE BOOKS

The Township or its designated agents, accountants or attorneys shall have the right, on reasonable notice to the County and Sheriff's Office, to inspect the books and records of the County and the Sheriff's Office with respect to the operation of the unit and all financial matters included within this Agreement.

12. REGULAR DEPARTMENT OPERATIONS

The provisions of this contract shall be in addition to, and shall not replace the regular Sheriff's patrol, investigation services, and other services as provided by the Sheriff's Office based on population, number of complaints, accidents and other area needs, determined by the Sheriff.

IN WITNESS WHEREOF, the County of Ottawa has caused this Agreement to be executed by its Chairperson, the County Clerk and the Sheriff and Grand haven Charter Township has caused this Agreement to be executed by its Supervisor and Clerk.

GRAND HAVEN CHARTER TOWNSHIP

COUNTY OF OTTAWA

By: _____
Mark Reenders, Township Supervisor

By: _____
Gregory J. De Jong, Chairperson
Board of Commissioners

By: _____
Laurie Larsen, Township Clerk

By: _____
Justin F. Roebuck, County Clerk

By: _____
Steven Kempker, Sheriff



County of Ottawa

Sheriff's Office

Steve A. Kempker
Sheriff

Valerie L. Weiss
Undersheriff



Headquarters/Administration
12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4000 or (888) 731-1001
Fax: (616) 738-4062

Correctional Facility
12130 Fillmore Street
West Olive, Michigan 49460
(616) 786-4140 or (888) 731-1001
Fax: (616) 738-4099

William Cargo
Grand Haven Township Manager
133000 168th Ave
Grand Haven, MI 49417

Mr. Cargo,

This is a memo to memorialize our meetings in reference to our new processes. For the last 6 months we have been working toward a standard contract for our partners, as well as a cost of service concept instead of billing actuals.

Working with Doug Vanessen our corporate attorney, Al Vandenberg the County Administrator and Fiscal Services, we have put together 3 types of contracts that encompass the community policing services we provide in the county.

We also determined we needed to move to a cost of service concept. We've learned over the past few years that it was difficult with our contracts to manage our budget, because it would fluctuate when we had to make equipment purchases, including patrol vehicles, moved personnel which would change the cost of the deputy because of insurance change, salary differences due to years of service, etc.

As we move forward we will have a set cost to contract a deputy. This is the total cost average over the past 5 years, we also averaged the last 5 years of equipment costs including the patrol vehicle. This average will be calculated each year by the end of March, depending on labor contracts and health care cost coming in (the cost of service does not include administrative costs or our additional support staff, just the average COPS deputy countywide costs with equipment).

Our budget year is October 1-September 30, to finish this fiscal year, you will receive a final bill on October 1st and then a bill at the first of every month moving forward and the cost will be billed monthly like it has always been, but it will not change over our budget cycle.

The exhibit is attached to the contract that has the cost of service starting October 1, 2019.

Valerie L. Weiss

Valerie Weiss, Undersheriff

Exhibit A

Charge Code	FTE	Type of position	Municipalities	Percentage	Terms	Total Costs	
C3136	1	School Resource Officer	Grand Haven Township	33.5	Of all expenses	41,769.58	41,769.58
			Grand Haven Schools	33.5	Of all expenses	41,769.58	
			Ottawa County	33%	Of all expenses	41,146.16	
			Total	100%			
C3114	3	Community Policing Deputy	Grand Haven Township	100%	Of all expenses	124,685.33	\$ 374,055.99
C3114		Average Overtime		100%	Of all Expenses	5,000	\$ 5,000.00

Total Cost of contracted services \$ 420,825.57

If a contracted deputy hereunder is placed on leave for over 30 days or terminates and the position is unfilled for over 30 days, the local unit shall be entitled to an abatement of that deputy's cost in this Exhibit A from the 30th day forward until the deputy returns or is replaced.

SUPERINTENDENT'S MEMO

DATE: October 9, 2010
TO: Township Board
FROM: Cargo
SUBJECT: River Dredging and Leaf Disposal

As you may recall, for the past decade Grand Haven Charter Township, Grand Haven City, Ferrysburg City, Spring Lake Village and Spring Lake Township have maintained a Leaf Processing Services contract with Verplank Dock Company as part of this region's river dredging program. *(Please see the attached contract.)*

River dredging is funded mainly through the Army Corp of Engineers. Further, it is a critical component of this region's economic base. For example, the "harbor" allows for between 1.1 and 1.5 million tons of material to be delivered and processed annually. This creates about 152 jobs and has a \$60 million direct economic impact.

In addition, recreational boating, charter fishing, the boat sale/repair/storage industry, and tourism related to the waterfront and harbor created by the Grand River creates another 3,400 jobs and an additional \$80 million direct economic impact.

Unfortunately, because of environmental concerns, the material that is generated from the river dredging cannot be deposited in Lake Michigan. Rather, the material must be stored on land and a suitable use of the dredge material must be developed.

In response, a Harbor Users Group was created that includes local government representatives, the Army Corp of Engineers, private industry, and the Chamber of Commerce to find a use of the dredge material.

The Verplank Dock Company in Ferrysburg currently accepts the dredge material in one of two ten acre "diked" sites on their property. It takes about twelve months for the dredge material to "de-water" and then the material must be re-cycled for some other use.

Currently, the dredge material is being "blended" with yard waste from the surrounding communities to create a high-quality topsoil that is a completely recycled product.

This will be the third five-year contract that helps fund the costs associated with finding a viable use for the dredge material. In return for the five-year contract, Verplank Dock Company will (1) continue to allow the use of 20 acres of land at their Ferrysburg site for the storage of both dredge material and any yard waste material deposited by the local units; (2) purchase/maintain equipment (*i.e., tractor, shredder, etc.*) necessary to recycle the dredge material and yard waste; (3) shred the yard waste and blend it with the dredge material; (4) process the blended material; and, (5) market and sell the recycled “soil” – mostly through bulk sales.

If the Board agrees that this collaborative effort among the region’s local governments and Verplank Dock Company is beneficial to the region’s dredging program and should continue, the following motion can be offered:

Motion to authorize the Township Superintendent to execute the proposed five-year leaf processing contract with Verplank Dock Company at an initial cost of \$4,000. This is part of a regional collaborative effort to recycle both the river dredge material and yard waste collected by the local units.

Please contact me with any questions or comments.

NORTHWEST OTTAWA COUNTY LEAF PROCESSING SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2019 is by and between VERPLANK DOCK CO., a Michigan corporation, whose address is PO Box 8, Ferrysburg, Michigan, 49409, and GRAND HAVEN CHARTER TOWNSHIP, a Michigan municipal corporation, whose address is 13300 168th Avenue, Grand Haven, Michigan, 49417 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

Verplank Dock Co. will provide the necessary labor, land space and equipment to shred leaves supplied by the Governmental Unit to be incorporated in bottoms up topsoil.

In consideration of the mutual covenants and agreements contained in this Contract, IT IS AGREED AS FOLLOWS:

1. General Agreement. The Governmental Unit hereby contracts with VERPLANK DOCK CO. to provide leaf processing services to the Governmental Unit for a term of five years. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the duration of which shall be specified in such agreement.

2. Payment for Services. In payment of the services to be provided pursuant to this Contract, the Governmental Unit shall pay four thousand dollars (\$4,000.00) for year one; four thousand two hundred dollars (\$4,200.00) for year two; four thousand four hundred dollars (\$4,400.00) for year three; four thousand six hundred (\$4,600.00) for year four; and four thousand eight hundred dollars (\$4,800.00) for year five.

All charges for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

City of Ferrysburg	20%
City of Grand Haven	20%
Grand Haven Charter Township	20%
Spring Lake Township	20%
Village of Spring Lake	20%

Amounts due VERPLANK DOCK CO. from the Governmental Unit pursuant to this Contract shall be invoiced annually in advance. All invoices shall be paid within thirty (30) days of their date.

3. Termination. This Contract may be terminated at any time by mutual agreement or by either party, upon ninety (90) days' prior written notice to the other, in the event the other party fails or refuses to perform any of its duties and responsibilities under the Contract. However, if the event or failure to perform can be remedied within ninety (90) days after notice, then the notice shall be null and void if the failure is in fact remedied within such ninety (90) day time period. Notwithstanding the termination of this Contract, all parties shall be required to carry out any provisions, which contemplate performance subsequent to termination.

4. Effective Date. This Contract shall be effective on October 1, 2019.

5. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall

be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

This Contract represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are specifically merged herein. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this contract and no other person shall have the right to enforce any of the provisions contained herein. All amendments to this Contract shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Signed in presence of:

VERPLANK DOCK CO.,
A Michigan corporation

By:



Its: CEO

Dated: 10 - 2 -, 2019

GRAND HAVEN CHARTER TOWNSHIP
Michigan Municipal Corporation

By:

Its: _____

By:

Its: _____

Dated: _____, 2019

SUPERINTENDENT'S MEMO

DATE: October 8, 2019
TO: Township Board
FROM: Bill
SUBJECT: Economic Development Services Contract

Attached, please find a copy of the proposed Economic Development Services contract with the Chamber of Commerce. The contract is for a three-year economic development services from October 1, 2019 through September 30, 2022.

As you may recall, the Northwest Ottawa communities collaborate with the Chamber of Commerce to provide economic development services to area businesses. Under the proposed contract, Grand Haven Township, Grand Haven City, Spring Lake Township, Spring Lake Village and Ferrysburg City will provide about \$100,000 annually to the Chamber, which is about ten percent (10%) of the total revenues for the Grand Haven Chamber of Commerce.

These monies are used for economic development purposes. The breakdown for the contribution toward these services is as follows:

- Grand Haven Charter Township - 34%
- Spring Lake Township - 27%
- Grand Haven City - 26%
- Ferrysburg City - 7%
- Spring Lake Village - 6%

If the Board agrees that the contract should be extended, the following motion can be offered:

Authorize the Township Superintendent to execute the proposed three-year contract with the Chamber of Commerce for Economic Development Services.

If you have any questions or comments prior to the meeting, please contact me at your convenience.

GRAND HAVEN CHARTER TOWNSHIP ECONOMIC DEVELOPMENT SERVICES CONTRACT

THIS CONTRACT, dated for reference purposes as of October 1, 2019 is by and among the **Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg** (The Chamber) , a Michigan nonprofit corporation, whose address is One South Harbor, P.O. Box 509, Grand Haven, Michigan 49417-0509, and **GRAND HAVEN CHARTER TOWNSHIP**, a Michigan municipal corporation, whose address is 13300 168TH Avenue, Grand Haven, MI 49417 (referred to individually as a "Governmental Unit"), and is made with reference to the following facts and circumstances:

A. The Governmental Unit is authorized by Michigan law to undertake economic development activities; and

B. The Chamber is a nonprofit corporation that is able to provide economic development services to the Governmental Unit.

In consideration of the mutual covenants and agreements contained in this Contract, IT IS AGREED AS FOLLOWS:

1. General Agreement. The Governmental Unit hereby contract with The Chamber to provide general economic development services to the Governmental Unit and the geographical region in which they are located, including projects and activities in tourism, agriculture, commercial, retail, financial and industrial.
2. Scope of Service Priorities. In addition to general economic development services, the Chamber shall focus it s efforts towards the following activities:
 - a. Business Retention Calls: The Chamber shall complete a business retention call upon each industry within the Township. A written report regarding these calls shall be shared with the Township, excluding any confidential information.
 - b. The Chamber shall annually review with the Township Superintendent available economic development grant programs through the State of Michigan and jointly determine whether any grants should be pursued during the coming year.

- c. The Chamber shall provide grant writing service and/or assistance for any economic development grant application that the Township determines should be pursued.
- d. The Chamber shall appear before the Township Board twice each calendar year as desired by the Township and provide an update of its economic development services.

3. Payment for Services. In payment of the services to be provided pursuant to this Contract, the governmental Unit shall pay such amount as shall be determined annually by The Chamber board provided, however, that in no event shall this annual amount exceed the amounts mutually agreed upon between The Chamber and the Governmental Unit. The maximum amount for the first year will be \$100,000.00 The amount for the second year and third years will be determined by the State Tax Commissions “Inflation Rate Multiplier” applied to the previous year contract amount.

All charges of The Chamber for services pursuant to this Contract shall be allocated between the Governmental Unit as follows:

City of Ferrysburg	7%
City of Grand Haven	26%
Grand Haven Charter Township	34% *
Spring Lake Township	27%
Village of Spring Lake	6%

Amounts due the Chamber from the Governmental Unit pursuant to this Contract shall be invoiced annually in advance. All invoices shall be paid within thirty (30) days of their date.

4. Reporting. The Governmental Unit shall receive the same quarterly reports, i.e. activity reports, minutes, committee reports and other pieces of information, as are presently provided to members of The Chamber Board of Directors.

5. Term. This Contract shall have a three (3) year term. This contract may be renewed by mutual written agreement of all of the parties for an additional term or terms, the duration of which shall be specified in such agreement.

6. Termination. This Contract may be terminated at any time by mutual agreement

or by either party after ninety (90) days prior written notice to the other. Reason for a unilateral termination may include any of the following:

- a. **Failure to Perform:** If the Chamber fails to complete or make good faith efforts to complete the tasks specified in the Scope of Economic Development Services or its reporting requirements under Subsection three (3), the contract may be terminated by the governmental unit. However, the Chamber may seek to remedy any failure to perform during the ninety (90) days notice period and, if governmental unit determines that the remedy is sufficient, the notice shall be null and void.
- b. **Budget Constraints:** The Chamber acknowledges that the governmental unit's revenues are subject to sharp fluctuations and that should the governmental unit experience a significant revenue drop in any of its General Fund revenue sources that the governmental unit shall have, at its sole discretion, the ability to terminate the contract upon ninety (90) days notice. During the ninety (90) days notice period the parties shall make good faith efforts to review alternatives to termination including continuing or modifying the contract at a rate less than that specified in Subsection Two (2). If the parties mutually agree to an alternative to termination, the notice shall be null and void.
- c. **Political or Developmental Issues:** If the Chamber adopts political position or acts upon a development issue that the governmental unit Board believes is contrary to or in opposition of a decision by the governmental unit, the contract may be terminated by the governmental unit. During the ninety (90) day notice period the parties shall make good faith efforts to resolve the conflict. If the parties mutually agree to actions that resolve the conflict, the termination shall be null and void.

7. Independent Contractor. In the performance of the services to be provided pursuant to this Contract, it is mutually agreed that The Chamber shall be and at all times is acting and performing as an independent contractor.

8. Effective Date. This Contract shall be effective on October 1, 2019.

9. Miscellaneous. This Contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices and other documents to be serviced or transmitted hereunder

shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party hereto of a breach violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of the Contract. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract.

This Contract represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are specifically merged herein. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this contract and no other person shall have the right to enforce any of the provisions contained herein. All amendments to this Contract shall be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Signed in presence of:

**CHAMBER OF COMMERCE,
A Michigan nonprofit corporation**

Witness

By: _____

Its: Chamber Board Chair

Witness

By: _____

Its: Chamber Board President

Dated: _____, 2019

**GRAND HAVEN CHARTER TOWNSHIP
Michigan Municipal Corporation**

Witness

By: _____

Its: Grand Haven Township Superintendent

Witness

By: _____

Its: _____

Dated: _____, 2019

* 2019-20 = \$34,000.00



Public Services Memo

DATE: October 10, 2019

TO: Township Board/Manager

FROM: Mark VerBerkmoes

RE: West Meter Station Improvements – Roof and Brick Repair

As you may recall, the 2019 budget contained \$25,000 for the replacement of the roof and repair of the brick façade at the West Metering Station.

The station was built in 1978 when the original water system was constructed and has served the Township well. Over its expected life, the roof has begun to deteriorate, and several small leaks have surfaced. This has permitting water to enter the brick façade and walls of the building causing minor damage.

A bid package for the project had been completed by Prein & Newhof. Currently staff is requesting approval to solicit bids on this project. Bid opening is set for October 31, 2019 with a completion date of June 1, 2020.

Pursuant to the Township's policy on capital purchasing, projects requiring sealed bids (i.e. in excess of \$15,000) shall be approved by the Township Board. However, the Board instructed staff to not include the actual bid specifications in the Board packets, rather the specifications would be made available at the Board meeting (or as a .pdf document, if requested).

If the Board approves of staff going to bid, the following motion could be offered:

“Move to authorize staff to obtain bids for West Meter Station Improvements of Roof and Brick Repair utilizing the bid package completed by Prein & Newhof.”

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

SUPERINTENDENT'S MEMO

DATE: October 7, 2019

TO: Township Board

FROM: Cargo

SUBJECT: Liquor On-Premises Sales Application

As you may recall, the State of Michigan will allow the Township up to ten (10) licenses for the sale and consumption of alcohol on-premise (*e.g., restaurants, etc.*). Currently, the Township only has three (3) on-premise licenses, meaning that up to seven (7) additional licenses could be granted by the Township.

That said, Don Luis, Inc. #2 has applied for a “Retail - On Premises” liquor license, pursuant to the Township’s Liquor License Regulation Ordinance (*i.e., Ordinance No. 69, as amended or Compilation No. 20.050 et. seq.*). The “authentic Mexican restaurant” has zoning approval to locate in the Robbins Centre Pointe development on Robbins Road between US-31 and 172nd Avenue.

A required public hearing is tentatively scheduled for **Monday, October 28th** at the regularly scheduled Board meeting.

If the Board agrees with the proposed public hearing date, the following motion can be offered:

Move to schedule a public hearing for Monday, October 28th at 7:00 p.m. to consider an application by Don Luis, Inc #2 for a “Retail – On Premises” liquor license pursuant to Township’s Liquor Control License Ordinance.

If you have any questions or comments, please contact Cargo prior to the Board meeting.



Community Development Memo

DATE: October 10, 2019
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Parking in Right-of-Way Regulations – Second Reading

BACKGROUND

On July 18th the Board discussed parking regulations within the right-of-way (ROW) in the northeast quadrant of the Township (*north of Comstock, and east of 164th Avenue*).

A significant number of enforcement actions occur in that area related to parking and the property owners have been unable to find a way to comply with the various ordinances. As a result, the Board directed staff to draft an ordinance to allow parking permits in certain ROWs.

A first reading was held on September 23rd that requested 2 sections be revised—define what the border around the parking area needs to be, and correct Section 3.B.

Border

The new language proposed is:

Standard Requirements. The space on which the motor vehicle(s) may be parked must be a hard surface, which is defined as asphalt, brick pavers, or a compacted aggregate. It must include a border such as wood, railroad ties, split rail fence, evergreen shrubs/hedge, landscape boulders, or similar products to appropriately define the space year-round.

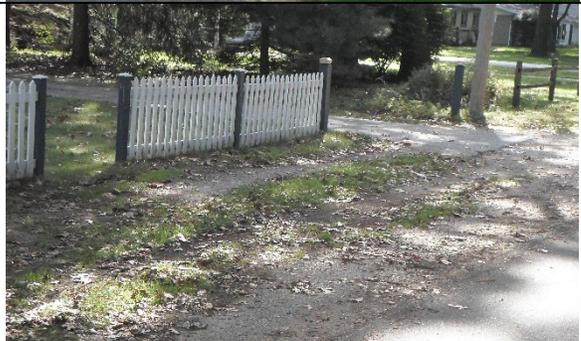
Below are examples of current border methods used in the NE Quadrant:



Split Rail Fence



Fence – Other



Landscaping



Section 3.B

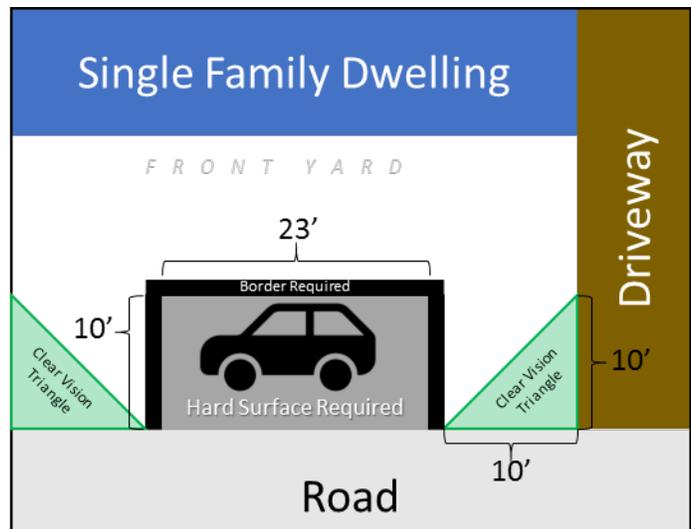
The new language proposed is:

The permit will not be issued until the property owner has installed the parking space(s) and it has been inspected, and approved, by Grand Haven Charter Township.

PROPOSAL

The proposed ordinance remains consistent with the Spring Lake Village regulations that inspired this ordinance amendment. A summary of the pertinent regulations is below.

- Eligibility Requirements:
 - Must be in NE area (*north of Comstock, east of 164th*).
 - Road cannot have curb and gutter.
 - **Property cannot be adjacent to a non-motorized pathway.**
- Standard Requirements:
 - Maximum number of spaces allowed = 2.
 - **Size requirements = 10' x 23'** (*very similar to the parallel parking standards*).
 - Must be hard surfaced and have a border, which is now being defined in more detail.
 - **Limitations on the type of motor vehicle** (*standard passenger vehicle only, not to include RVs, yard equipment, trailers, commercial vehicles, etc.*).
- Permitting Requirements:
 - Multiple applications submitted at one time, processed and inspected concurrently = 1 permit fee only.
 - Permit must be renewed annually, at a substantially reduced cost. In addition, multiple renewals processed concurrently shall only pay 1 fee.
- Waivers:
 - Superintendent can waive certain permit requirements for individuals with a handicap parking permit.
 - Township Board can waive certain permit requirements for unusual circumstances such as the inability to create a driveway based on topographic restrictions on the site.
- Additional Restrictions or Obligations:



- Damage to the parking area caused by GHT utility repair, work in the road, or work in the ROW must be corrected by the parking permit holder within 60 days after the work is complete. In other words, the **Township, OCRC, or other contractors performing authorized work are not responsible for repairing or restoring the parking area.**
- Miscellaneous:
 - Parking area not permitted over water shut-off valve.
 - Grade for parking area must slope away from the road.
 - Parking area shall be setback at least 2' from mailboxes.

PROPOSED PERMIT FEE

Staff would recommend the Board establish a **\$20 fee for initial permits, and \$5 per renewal**. Recall, if multiple applications and/or renewals are submitted, processed, and inspected concurrently then only 1 fee shall apply.

If the Board agrees with the proposed fee schedule staff will include a resolution on the October 14th agenda to formally establish the fee.

SAMPLE MOTION

If the Township Board agrees with the proposed amendment the following motion can be offered:

Motion to approve and adopt the addition of the Northeast Quadrant Parking Exemption Permit to the Road Rights-of-Way Ordinance. This is the second reading.

Please contact me if this raises questions.

ORDINANCE NO. _____

**ROAD RIGHTS-OF-WAY AMENDMENT ORDINANCE
GRAND HAVEN CHARTER TOWNSHIP**

AN ORDINANCE TO ADD SECTION 5D TO THE CHARTER TOWNSHIP OF GRAND HAVEN ROAD RIGHTS-OF-WAY ORDINANCE TO ALLOW PARKING IN THE RIGHTS-OF-WAY UNDER CERTAIN CIRCUMSTANCES.

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

Section 1. Northeast Quadrant Parking Exemption Permit. Section 5D of the Road Rights-of-way Ordinance shall be added and stated in its entirety as follows (the rest of the Road Rights-of-Way Ordinance as currently stated shall remain in its entirety).

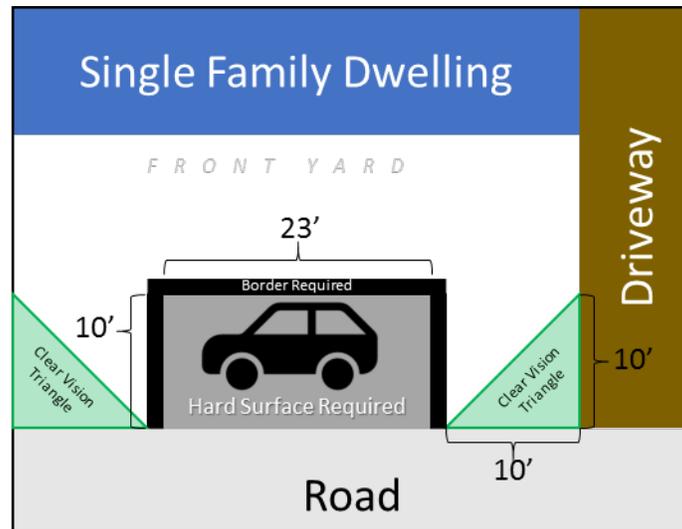
**Sec. 5D NORTHEAST QUADRANT PARKING EXEMPTION
 PERMIT**

For the purposes of this Ordinance, portions of the public road rights-of-way shall be allowed to apply for a Parking Exemption Permit. The owner of a single-family dwelling may apply to the Township for a permit to park a vehicle(s) within the public right-of-way, and meet the following criteria:

1. **Eligibility.**
 - A. Property shall be located on a public street north of Comstock Street, and east of 164th Avenue.
 - B. Property shall not be situated on a street that has curb and gutter.
 - C. Property shall not exceed 20,000 sqft in lot area.
 - D. Property shall not be adjacent to a non-motorized pathway. The Township cannot allow the pathway to be traversed by vehicles.

2. **Standard Requirements.** The space on which the motor vehicle(s) may be parked must be a hard surface, which is defined as asphalt, brick pavers, or a compacted aggregate. It must include a border such as wood, railroad ties, split rail fence, evergreen shrubs/hedge, landscape boulders, or similar products to appropriately define the space year-round.
 - A. A maximum of two (2) parking spaces may be created, per property. However, the Superintendent shall have the authority to authorize additional space(s) if the property has substantial road frontage or other unique circumstances that would safely allow other space(s) to be added.

- B. The parking space(s) shall be ten (10') in width, and twenty-three (23') feet in length.



- C. Only the motor vehicle(s) with a permit may park in any approved parking space(s).
- i. For the purposes of this ordinance, a motor vehicle shall only mean a standard passenger vehicle typically used in a daily commute and/or other day-to-day operations. It shall not be construed to mean recreational vehicles, yard equipment, trailers, commercial vehicles, and other non-passenger vehicles.
- D. The motor vehicle(s) utilizing the approved parking space(s) must park parallel with the roadway (and not perpendicular), with the passenger side of the vehicle(s) adjacent to the yard and dwelling.
- E. The parking space(s) within the public right-of-way must be contiguous with the street.
- F. The parking space(s) shall comply with the Clear Vision Ordinance (Section 30.0600).
- G. Parking area is not allowed over a municipal water shut-off valve.
- H. The grade of the parking area shall slope away from the public road to prevent additional stormwater from flowing onto the paved portion of the road.

I. Parking area shall be setback a minimum of two (2') feet from mailboxes to ensure there is no interruption to mail delivery services.

3. **Permitting.** A permit is required to park in the right-of-way within the eligible area defined in subsection 5D.1 and must be renewed annually.

A. The permit fee which will be imposed shall be established yearly in conjunction with the annual budget.

1. If multiple applications are submitted, processed, and inspected simultaneously then only one (1) permit fee shall apply.

2. Annually, the Parking Exemption Permit shall be renewed and re-inspected for compliance. If the renewal is submitted, processed, and inspected simultaneously then only one (1) renewal fee shall apply.

B. The permit will not be issued until the property owner has installed the parking space(s) and it has been inspected, and approved, by Grand Haven Charter Township.

C. The permit shall not be transferred to anyone other than the original permit holder.

D. The permit must be renewed annually.

4. **Compliance.**

A. The individual who obtains the permit from the Township must maintain the approved parking space(s) in conformance with the ordinances of Grand Haven Charter Township and may use gravel or dolomite as a product to improve the area.

B. The approved parking space(s) must be weed free.

5. **Waivers.**

A. A waiver to the permit requirement will be granted by the Township Superintendent to those individuals who have a handicapped parking permit from the State of Michigan.

B. A waiver to the permit may be granted by the Township Board to property owners who do not have the ability to create a driveway based on topography or unusual site restrictions.

6. **Additional Restrictions or Obligations.**

- A. In the event that Grand Haven Charter Township must repair a utility break, leak, etc. occurring in the public road right-of-way, the Township shall not be responsible for restoring the parking space. That shall be the responsibility of the permit holder and shall be completed within sixty (60) days after the Township has completed the repair.
- B. Any damage that may occur to the parking area as a result of authorized work on the public roadway or within the public right-of-way will be responsibility of the permit holder to rectify. Restoration of the parking area shall be completed within sixty (60) days after the authorized work is complete.

Section 2. Effective Date. This Ordinance was approved and adopted by the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, on October 14, 2019, after introduction and a first reading on September 23, 2019, 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 _____, which date is 30 days after adoption of the Ordinance.

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 Ordinance was adopted at a regular meeting of the Grand Haven Charter Township Board held on October 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 no members of the board voting in opposition with _____ being absent. The Ordinance was published after adoption on _____, 2019.

Laurie Larsen
Township Clerk

SUPERINTENDENT'S MEMO

DATE: October 7, 2019
TO: Township Board
FROM: Bill
SUBJECT: Sidewalk Ordinance

Currently under Michigan law, cities and townships have a duty to maintain their concrete sidewalks in reasonable repair. For Grand Haven Charter Township, most concrete sidewalks are found in residential developments – although there is a concrete sidewalk along the 172nd Avenue industrial area. *(Please note that the Township's asphalt pathways are not considered to be sidewalks.)*

Further, under the law, there is a presumption that municipalities maintain sidewalks in reasonable repair. The main way to rebut this presumption is by demonstrating a vertical discontinuity defect of two inches or more (*i.e., known as the 2-inch rule*).

To bring legal action against the Township, a person would be required to prove that the sidewalk slab that caused the injury was 2 inches or higher than the adjacent slab. Anything smaller and the case will be dismissed.

Because most of the sidewalks in the Township are relatively new, the Township does not currently have a sidewalk maintenance ordinance that addresses who is responsible for repairs to sidewalks that violate the 2-inch rule.

The attached ordinance would address that deficiency by requiring the Township to inspect the sidewalks on a regular basis and to inform the adjacent property owner to repair any deficiency within 60 days (*or longer if weather conditions do not allow for the repairs.*) If the property owner fails to repair the sidewalk, the Township would repair the sidewalk and assess the costs on the property owner's winter property taxes. *(This ordinance reflects the MTA's model ordinance for sidewalk maintenance.)*

To proceed forward with the proposed Sidewalk Maintenance Ordinance, the following motion can be offered for a first reading: *(This requires a roll call vote.)*

**Motion to approve and adopt the proposed Sidewalk Maintenance Ordinance.
This is a second reading.**

If you have any questions or comments prior to the meeting, please contact me at your convenience.

or abutting the owner's Lot cleared of snow and ice at all times. Furthermore, property owners, tenants, and other persons having authority and control over the removal of snow and ice from walkways, driveways, and parking areas on property they own or have authority and control over shall not permit the deposit of snow or ice on Sidewalks, walkways, driveways, or parking areas to block or impede the use of Sidewalks by pedestrians in any manner. Snow and ice must be removed within 12 hours of the end of any significant snowfall.

2. In addition, the owner of a Lot abutting or adjoining a Sidewalk shall not store or keep any item within the Sidewalk that shall in any way impede, interfere with, or slow down pedestrian use of the Sidewalk, and shall remove, cut, or trim any landscaping plants, trees, bushes, or other foliage that may grow over the Sidewalk or impede pedestrian use of the Sidewalk.
3. Sidewalks shall be promptly repaired or replaced by the owner of the Lot abutting or adjoining the Sidewalk when the Sidewalk's condition is detrimental to the safety of the public. Conditions requiring repair or replacement include, but are not limited to, the following:
 - a. A vertical displacement of more than one inch between any two sections of Sidewalk;
 - b. More than two cracks of one-quarter inch in width or more in any two linear feet of the Sidewalk;
 - c. Any section of Sidewalk that is tilted in excess of one inch per foot from inside/outside edge to outside/inside edge;
 - d. Any linear section of Sidewalk, five feet or more, where more than 25 percent of the surface has scaled off to a depth of one-quarter inch or greater; or
 - e. Any condition that arises regarding a Sidewalk that would render it unsafe for use or otherwise unfit for public pedestrian travel.
4. Upon receipt of a written notice from the Township, the owner of the Lot involved shall make the Sidewalk repairs or replacement necessary to conform to this Ordinance within 60 days. The Township may extend the 60-day time period if weather conditions or Street repairs prevent the repair or replacement in a timely manner.

Sec. 3 CONSTRUCTION OR REPAIR BY THE TOWNSHIP

1. If the property owner, tenant, or other person having authority and control over a Lot adjoining or abutting a Sidewalk fails to comply with Section 2 above, the Township may remove or cause to be removed such snow, ice, or other obstruction, or may repair or replace such Sidewalk as necessary, and shall assess the cost thereof against the abutting or adjoining Lot.
2. Whenever the Township shall determine that a Sidewalk is unsafe for use or in need of repair, notice may be given by the Township to the owner of the Lot adjacent to or abutting upon that Sidewalk. Thereafter, it shall be the duty of that owner to place the Sidewalk in a safe condition. The notice shall specify a reasonable time, not less than seven days, within which the work shall be commenced, and shall further provide that the work shall be completed with due diligence. If the owner of the Lot shall refuse or neglect to repair the Sidewalk within the time limit, or in a manner otherwise than in accordance with this Section, the Township shall have the Sidewalk repaired and shall assess the costs to the Lot involved. If the Township determines that the condition of the Sidewalk is such that immediate repair is necessary to protect the public, the Township may dispense with the above notice. The cost of repairs hereunder shall be charged against the Lot which the Sidewalk adjoins or abuts and to the owner of the Lot, and shall be collected as a single Lot assessment or as otherwise allowed by law.
3. If the owner of any Lot abutting or adjoining a Sidewalk fails to install or rebuild any particular Sidewalk within the time and in the manner required, the Township is authorized and required, immediately after the expiration of the time limit for the construction or rebuilding by the owner, to construct the Sidewalk and to charge the expense thereof to the Lot and its owner. The amount shall be collected as a single Lot assessment or as otherwise allowed by law.

Sec. 4 LIABILITY OF THE LOT OWNER

Any Lot owner who refuses or neglects to comply with the provisions of this Ordinance or any notice to install or repair under this Ordinance, in addition to the penalties provided in this Ordinance, shall be liable for and compelled to pay to the Township all damages to persons or property for which the Township may be liable or sued by reason of injury or damages resulting from the failure or neglect, which sum may be recovered by the Township in proceedings brought for such purpose in any court of competent jurisdiction.

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Grand Haven Charter Township Ordinance was adopted at a regular meeting of the Township Board held on _____, 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 _____, 2019.

Laurie Larsen, Clerk
Grand Haven Charter Township



Director of Assessing Memo

DATE: October 9, 2019
TO: Township Board Members
FROM: Roger Schmidt
RE: Special Assessment Lighting Agreement

The developers of Lincoln Pines Subdivision No. 2, Signature Land Development Corporation, have signed a Special Assessment Lighting Agreement to install street lights for the second phase of their development.

As you may recall, this agreement process is a method created to streamline the establishment of Special assessment districts for the purpose of billing the lot owners for the electricity used to power the streetlights in their subdivision. The developer will pay for the cost of installation as part of their infrastructure expense.

At this time, the Board needs to make a motion authorizing the signing of this agreement and adopt a resolution establishing the special assessment district. (Resolution attached)

If approved the following motion can be made:

Motion to adopt a Resolution 19-10-01 authorizing the installation and operation of street lights and said operational and installation costs billed to the property owner and authorize the Supervisor to sign the Special Assessment Lighting District agreement for Lincoln Pines Subdivision No. 2.

At a regular meeting of the Township Board of Grand Haven Charter Township, Ottawa County, Michigan, held at the Township Hall at 13300 168th Ave., Grand Haven, Michigan 49417, on October 14, 2019, at 7:00 p.m., local time.

PRESENT:
ABSENT:

The Township Supervisor called the meeting to order. After certain matters of business were concluded, the Supervisor advised that the next order of business was the consideration of a resolution pertaining to the proposed Special Assessment Lighting District No. 19-02 for Lincoln Pines Subdivision No. 2.

The Supervisor noted that a Special Assessment Lighting District Agreement had been entered into with the owner(s) of all the Property located within the district and that notice of the hearings on necessity and the assessment roll have been waived under the terms of that Agreement.

Discussion followed with respect to the special assessment roll for said special assessment district. After completion of this discussion and certain other business, the following Resolution was offered by _____ and supported by _____.

RESOLUTION NO. 19-10-01

WHEREAS, by written agreement with all of the property owners within the proposed special assessment district, it was determined that the Township Supervisor should prepare a special assessment roll covering and including the parcels of land described in said Agreement, a copy of which Agreement is incorporated herein and appended to this resolution; and

WHEREAS, the property owner(s) at their expense have installed or will install the necessary lighting equipment; and

WHEREAS, the Township Supervisor has submitted the special assessment roll and his report and certificate in accordance with the instructions specified by this Township Board and filed the same in the office of the Township Clerk; and

WHEREAS, the Township Board did, upon receipt of such items, by agreement accept a waiver of any objections to the special assessment roll; and

WHEREAS, proper notice of said hearing in accordance with the terms and provision of Act 188, of the Public Acts of 1954, as amended, having been waived; and

WHEREAS, the Township Board did meet at said public meeting to review the special assessment roll, the Agreement, and other matters related to the special assessment roll.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the special assessment roll prepared and submitted by the Grand Haven Charter Township Supervisor, with amendments or corrections made, if any, by this Board, for Special Assessment Lighting District No. 19-02, including the lands described in the Agreement attached hereto as Exhibit A, in the amount of approximately \$1,000.00 per year for the purpose of defraying the cost of future electrical usage of street lights to be installed within the lighting district, be and the same is hereby ratified, confirmed and adopted. The Township Clerk is hereby directed to endorse on the assessment roll the fact the roll has been confirmed as of the date of this meeting.
2. That the special assessments contained in said special assessment roll shall be payable in annual installments as set forth in the assessment roll.
3. That the first installment due on said special assessment shall be due on December 1 and then on the same day in each and every year thereafter.
4. That all unpaid installments, prior to their transfer to the Township tax roll as provided in Act 188, shall bear interest, payable annually on each installment due date, at a rate of six (6%) percent per annum from December 1, provided, however, the Township Board reserves the option to adjust this interest rate and, further, that this interest rate shall be adjusted as required by Section 7 of Act 188.
5. That all resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

DATED: October 14, 2019

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Grand Haven Charter Township, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on October 14, 2019, do further hereby certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

,/

Laurie Larsen, Township Clerk

WARRANT

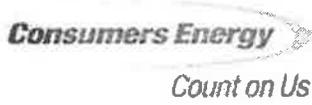
The undersigned, the duly qualified and acting Township Clerk of the Grand Haven Charter Township, Ottawa County, Michigan, does hereby deliver to the Grand Haven Charter Township Treasurer the special assessment roll confirmed by resolution of the Grand Haven Charter Township Board adopted on October 14, 2019, for Special Assessment Lighting District No. 19-02, and does hereby command the Township Treasurer to collect the assessments described therein in accordance with the directions of the Township Board as contained in its resolution dated October 14, 2019, as the same may be amended from time to time. The Township Clerk does hereby further require the Township Treasurer on the 1st day of September following the date when any such assessments in such special assessment roll or any part thereof become due to submit to the Township Board a sworn statement setting forth the names of the persons delinquent, if known, a description of the parcels of land upon which there are delinquent assessments, and the amounts of such delinquency, including accrued interest and penalties computed to September 1 of such year.

Laurie Larsen, Township Clerk

Special Assessment Roll for Lincoln Pines # 2 Streetlights-Winter 2019

Parcel Number	Street	Amount Due
70-07-12-476-039	Pine Glen Drive	\$18.18
70-07-12-476-040	Pine Glen Drive	\$18.18
70-07-12-4 76-041	Pine Glen Drive	\$18.18
70-07-12-476-042	Pine Glen Drive	\$18.18
70-07-12-476-043	Pine Glen Drive	\$18.18
70-07-12-476-044	Windway Drive	\$18.18
70-07-12-476-045	Windway Drive	\$18.18
70-07-12-476-046	Windway Drive	\$18.18
70-07-12-476-047	Windway Drive	\$18.18
70-07-12-476-048	Windway Drive	\$18.18
70-07-12-476-049	Windway Drive	\$18.18
70-07-12-476-050	Windway Drive	\$18.18
70-07-12-476-051	Windway Drive	\$18.18
70-07-12-476-052	Windway Drive	\$18.18
70-07-12-476-053	Windway Drive	\$18.18
70-07-12-4 76-054	Windway Drive	\$18.18
70-07-12-476-055	Windway Drive	\$18.18
70-07-12-476-056	Windway Drive	\$18.18
70-07-12-476-057	Windway Drive	\$18.18
70-07-12-476-058	Windway Drive	\$18.18
70-07-12-476-059	Windway Drive	\$18.18
70-07-12-476-060	Windway Drive	\$18.18
70-07-12-476-061	Windway Drive	\$18.18
70-07-12-476-062	Windway Drive	\$18.18
70-07-12-476-063	Windway Drive	\$18.18
70-07-12-476-064	Windway Drive	\$18.18
70-07-12-476-065	Windway Drive	\$18.18
70-07-12-476-066	Windway Drive	\$18.18
70-07-12-476-067	Windway Drive	\$18.18
70-07-12-476-068	Windway Drive	\$18.18
70-07-12-476-069	Windway Drive	\$18.18
70-07-12-476-070	Windway Drive	\$18.18
70-07-12-476-071	Windway Drive	\$18.18
70-07-12-476-072	Windway Drive	\$18.18
70-07-12-476-073	Windway Drive	\$18.18
70-07-12-476-074	Windway Drive	\$18.18
70-07-12-476-075	Windway Drive	\$18.18
70-07-12-476-076	Windway Drive	\$18.18
70-07-12-476-077	Windway Drive	\$18.18
70-07-12-476-078	Windway Drive	\$18.18
70-07-12-476-079	Windway Drive	\$18.18

70-07-12-476-080	Windway Drive	\$18.18
70-07-12-476-081	Windway Drive	\$18.18
70-07-12-476-082	Windway Drive	\$18.18
70-07-12-476-083	Windway Drive	\$18.18
70-07-12-476-084	Windway Drive	\$18.18
70-07-12-476-085	Windway Drive	\$18.18
70-07-12-476-086	Windway Drive	\$18.18
70-07-12-476-087	Windway Drive	\$18.18
70-07-12-476-088	Windway Drive	\$18.18
70-07-12-476-089	Windway Drive	\$18.18
70-07-12-476-090	Windway Drive	\$18.18
70-07-12-476-091	Windway Drive	\$18.18
70-07-12-476-092	Windway Drive	\$18.18
70-07-12-476-093	Windway Drive	\$18.18
70-07-12-476-094	Windway Drive	\$18.18
	Total	\$999.90



Consumers Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

August 1, 2019

NOTIFICATION #:
1048481672

GRAND HAVEN CHARTER TOWNSHIP
13300 168TH AVE
GRAND HAVEN, MI 49417

REFERENCE: LINCOLN PINES PHASE 2, GRAND HAVEN STREETLIGHTS

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately \$11.68. This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge (\$100.00 per Luminaire):

\$ -

Additional Costs

\$ -

Total Estimated Cost:

\$ -

Less Prepayment Received:

\$ -

Total Estimated Cost Due:

\$ -

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Stephanie D Harmsen at (844) 316-9537

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

AGREEMENT FOR INSTALLATION (Please return all pages of contracts)
 (Form 93, Form 94 and Form 95 - 2 Page Document Each)
 (Form 861, Form 862 and Form 230 - 4 Page Document Each)

PAYMENT WITH INVOICE STUB
 (BOTTOM STUB IS REQUIRED FOR PROCESSING)

REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE

STANDARD LIGHTING CONTRACT
 (MUST BE CERTIFIED BY CLERK)

SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT
 (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)

GO READY FORM (FORM 1250)
 TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

SITE READY PHOTO(S)
 TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

OTHER:

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1048481672

Consumers Energy

COMPANY

**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000364008

Consumers Energy Company is authorized as of _____, by the Township of GRAND HAVEN, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of GRAND HAVEN, dated 2/1/1978.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1048481672

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/1978 shall remain in full force and effect.

Township of GRAND HAVEN

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of GRAND HAVEN, dated 2/1/1978, in accordance with the Authorization for Change in Standard Lighting Contract dated _____.

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF Ottawa

I, _____, Clerk of the Township of GRAND HAVEN, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: Township

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	100	HPS	Post Top	Traditional	Install	Intersection of Windway Dr. and Pine Glen Dr.
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 90 & 91
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 46 & 47
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 82 & 83
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 56 & 57
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 71 & 72
1	100	HPS	Post Top	Traditional	Install	Windway Dr. btwn lot 64 & 65

Exhibit A

SPECIAL ASSESSMENT LIGHTING DISTRICT AGREEMENT

WITNESS this agreement-dated _____, between GRAND HAVEN CHARTER TOWNSHIP, a Michigan Municipal Corporation, of 13300 168th Ave., Grand Haven, Michigan 49417 (the "Township"), and Signature Land Development Corporation, of 1188 East Paris Ave SE, Grand Rapids Charter Township, MI 49546:

RECITALS

WHEREAS, Signature Land Development Corporation is the sole owner of the following described lands and premises located in the Township of Grand Haven, Ottawa County, Michigan,

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SE. 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE NORTH 00 DEGREES 04 MINUTES 55 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 350.00 FEET TO THE SOUTH LINE OF THE NORTH 500 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE NORTH 86 DEGREES 45 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 500 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 43.01 FEET TO THE WEST LINE OF 144TH AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF 144TH AVENUE BEING PARALLEL WITH AND 43.00 FEET (PERPENDICULAR MEASURE) WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 204.10 FEET TO THE POINT OF BEGINNING OF THE HEREBY DESCRIBED PARCEL OF LAND; THENCE NORTH 86 DEGREES 46 MINUTES 29 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 500 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 107.00 FEET; THENCE 83.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 31 DEGREES 13 MINUTES 34 SECONDS AND A CHORD WHICH BEARS SOUTH 75 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 82.90 FEET; THENCE SOUTH 81 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 14.72 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 58 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 174.15 FEET TO THE SOUTH LINE OF THE SOUTH 500 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE NORTH 86 DEGREES 46 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 500 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 1269.82 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE NORTH 85 DEGREES 01 MINUTES 43 SECONDS WEST, A DISTANCE OF 82.34 FEET; THENCE NORTH 04 DEGREES 47 MINUTES 05 SECONDS EAST, A DISTANCE OF 27.42 FEET; THENCE 70.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 104.00 FEET, A CENTRAL ANGLE OF 29 DEGREES 53 MINUTES 46 SECONDS AND A CHORD WHICH BEARS NORTH 70 DEGREES 30 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.54 FEET; THENCE NORTH 85 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.70 FEET; THENCE 18.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 03 MINUTES 57 SECONDS AND A CHORD WHICH BEARS NORTH 62 DEGREES 40 MINUTES 15 SECONDS WEST, A DISTANCE OF 17.63 FEET; THENCE 525.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 512.00 FEET, A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 50 SECONDS AND A CHORD WHICH BEARS NORTH 86 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 503.15 FEET; THENCE SOUTH 81 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 96.45 FEET TO THE EASTERLY LINE OF LINCOLN PINES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2018-0044768, PUBLIC RECORDS OF OTTAWA COUNTY MICHIGAN; THENCE ALONG THE SAID EASTERLY LINE OF LINCOLN PINES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2018-0044768, PUBLIC RECORDS OF OTTAWA COUNTY MICHIGAN, THENCE NORTH 20 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 74.94 FEET; THENCE NORTH 67 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 41.82 FEET; THENCE NORTH 57 DEGREES 48 MINUTES 48 SECONDS EAST, A DISTANCE OF 53.58 FEET; THENCE NORTH 32 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 162.50 FEET; THENCE NORTH 57 DEGREES 48 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.26 FEET; THENCE NORTH 32 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 228.50 FEET; THENCE 33 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 48 DEGREES 34 MINUTES 22 SECONDS EAST, A DISTANCE OF 102.50 FEET; THENCE SOUTH 57 DEGREES 32 MINUTES 32 SECONDS EAST, A DISTANCE OF 49.89 FEET; THENCE 254.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 252.55 FEET, A CENTRAL ANGLE OF 57 DEGREES 39 MINUTES 23 SECONDS AND A CHORD WHICH BEARS NORTH 10 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 243.55 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 67.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE SOUTH 00 DEGREES 09 MINUTES 22 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 2.18 FEET TO THE NORTH LINE OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE SOUTH 88 DEGREES 45 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 1468.91 FEET TO THE WEST LINE OF 144TH AVENUE BEING PARALLEL WITH AND 43.00 FEET (PERPENDICULAR MEASURE) WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF 144TH AVENUE, A DISTANCE OF 375.90 FEET TO THE POINT OF BEGINNING, CONTAINING 28.40 ACRES OF LAND, MORE OR LESS.

SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD

To be known as "Lincoln Pines Subdivision No. 2" Lots 39-94 and, Pine Glen Drive and Windway Drive.

WHEREAS, the Township requires that the streets and roads within the above-described property be appropriately lighted with street lights ("street lights") as is shown on the documentation attached as Exhibit A; and

WHEREAS, Signature Land Development Corporation is desirous of installing street lights at their sole expense and to consent and agree to the establishment of an assessment district to provide for the future payment for the electricity utilized in the illumination of said street lights;

NOW, THEREFORE, IN CONSIDERATION OF THE AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Ownership.** **Signature Land Development Corporation** warrants and represents that it/they is/are the sole owner of the Property.
2. **Installation.** **Signature Land Development Corporation** has/or will install the street lights and/or has paid for the cost of installation.
3. **Assessment District.** **Signature Land Development Corporation** agrees that this Agreement shall constitute a petition to establish a special assessment lighting district pursuant to Michigan Act 188 of the Public Acts of 1954, as amended, (the "Act"), for the electricity utilized in the illumination of the street lights.
4. **Necessity.** **Signature Land Development Corporation** acknowledges and accepts the necessity of the street lights for the Property and the requirements of the Township zoning ordinance pertaining thereto and hereby waives a hearing on the determination of such necessity as provided in Section 4(a) of the Act.
5. **Assessment Roll.** **Signature Land Development Corporation** acknowledges that it/they has/have been provided with a copy of a proposed Assessment Roll and has no objections thereto; and hereby waives a hearing on the Assessment Roll as provided by Section 6 of the Act. **Signature Land Development Corporation** further agrees that the Assessment Roll is appropriate and may be utilized by the Township to assess the Property, and the future owners thereof, for the electricity used by the streetlights.
6. **Waiver of Right to Challenge.** **Signature Land Development Corporation** on behalf of itself/themselves, and future owners of the Property, waives any right to challenge the Roll and to demand a hearing pursuant to Section 4 of the Act should the estimated future cost of electricity vary by more than ten percent (10%) from the initial estimated cost of \$1000.00 yearly.
7. **Consent to Allocation.** **Signature Land Development Corporation** on behalf of itself/themselves, and future owners of the Property, consent(s) and agree(s) to the Township Board, pursuant to Section 5 of the Act, dividing and allocating the assessment among the lots or any other separate parcels created by a division of the Property as the Township Board shall determine is appropriate.

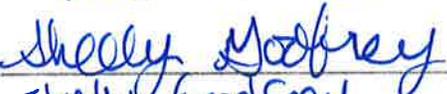
In the event the Developer selects an upgrade in the style of pole and fixture above the basic pole and utility provided by the utility company, if any, the additional cost and/or replacement of such upgraded pole and fixture shall also be assessed among the lots, as the Township Board shall deem appropriate.
8. **Resolution.** The Township shall pass an appropriate resolution establishing the special assessment district and approving the special assessment roll.
9. **Delinquent Collection.** **Signature Land Development Corporation**, on behalf of

itself/themselves, and future owners of the Property, consents and agrees to the collection of the assessments, pursuant to Section 10 of the Act, including the addition of a six (6%) percent charge on an assessment six (6) months, or more, past due as of September 1 of each year; and the placement of a lien in the amount of the assessment and additional charge as of September 1 on the Township tax bill.

- 10. Recording. This agreement shall be recorded with the Ottawa County Register of Deeds and shall bind the heirs, assigns, successors in interest, and personal representatives of the parties hereto, and all future owners of the Property or any portion thereof.
- 11. Allocation of Lighting Costs. The costs of the electricity utilized by the streetlights shall be allocated equally among the lots or parcels within the district regardless of lot size or value. The cost for a twelve-month period shall be determined as of December 31 to be included in the tax bill issued effective December 1 of the same year.

Witnessed by:

Sign: 
Print: HOWARD P HENRICE

Sign: 
Print: Shelly Godfrey

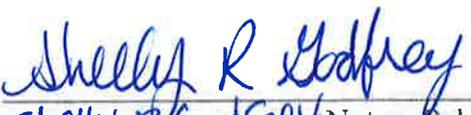
Executed by:

Sign: 
Print: Michael McGraw
Signature Land Development Corp

STATE OF MICHIGAN)
 : ss
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this 20th day of September 2019, by Michael McGraw on behalf of Signature Land Development Corp its Vice President.

SHELLY R GODFREY
Notary Public, State of Michigan
County of Kent
My Commission Expires Apr 05, 2023
Acting in the County of Ottawa

Sign: 
Print: Shelly R Godfrey Notary Public
County, Michigan
My Commission Expires: _____

GRAND HAVEN CHARTER TOWNSHIP,

A Michigan Municipal Corporation,

Sign: _____
Print: _____

By: _____
Print: Mark Reenders

Sign: _____
Print: _____

Its: _____
Print: Supervisor

STATE OF MICHIGAN)
 : ss
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me this _____ day of _____, by Mark Reenders on behalf of GRAND HAVEN CHARTER TOWNSHIP, a Michigan Municipal Corporation, its Supervisor.

Sign: _____
Print: _____, Notary Public
 County, Michigan
My Commission Expires: _____

SUPERINTENDENT'S MEMO

DATE: October 8, 2019
TO: Township Board
FROM: Cargo
SUBJECT: Mercury Orphan Drains

As you may recall from the July 22nd Board meeting, the Board recommended that the six “orphan” subdistricts of the Mercury Drive drainage area be established as a single county drain district under Chapter 20 of the Drain Code. *(Recall that the objective of the “Orphan Drain” project is to ensure that **all** of the storm drain systems within the Township are brought under the control and maintenance of Ottawa County. If this does not occur, these systems will be considered “private” and no public funding will be available to maintain or repair these systems, outside of the road drains and the Road Commission.)*

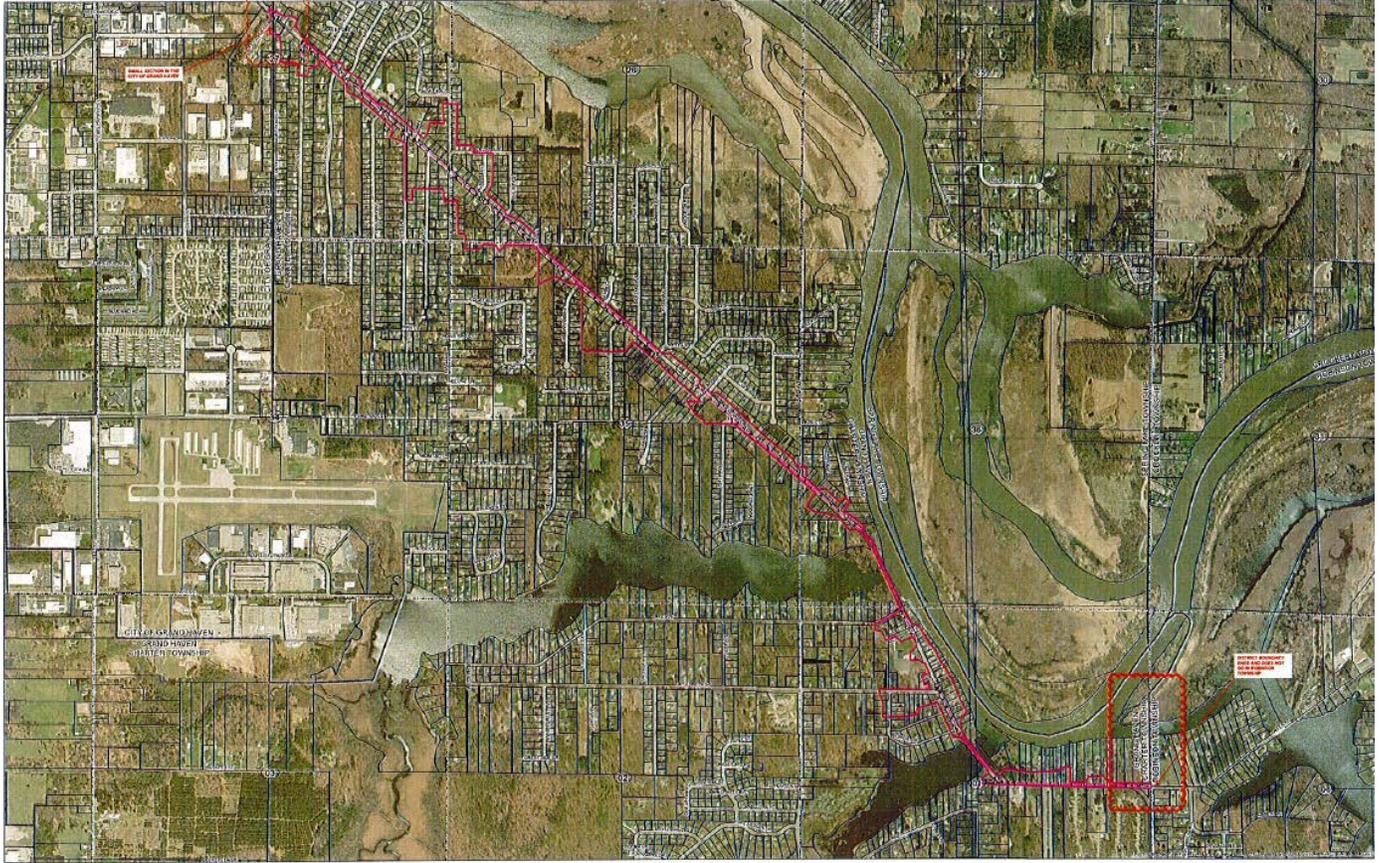
The aerial map at the end of this memorandum that shows the proposed Mercury Drive Drain District.

To implement the Board decision, it is necessary to file a petition with the Ottawa County Water Resources Commissioner (*i.e.*, *Drain Commissioner*) to establish this drain district. The petition will trigger a public hearing on the establishment of the drain district. *(I would note that I am not aware of any existing problems or projects that are currently needed within this proposed drain district.)*

To continue forward with the establishment of the Mercury Drive Drain District, the following motion can be offered:

Motion approve and adopt Resolution 19-10-02 that authorizes the filing of a petition for the establishment of the proposed Mercury Drive Drain District, which currently consists of six “orphan” drainage subdistricts.

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



- LEGEND**
- PROPOSED MERCURY DRIVE DRAIN DRAINAGE DISTRICT
 - MERCURY DRIVE STORM SEWER
 - SECTION LINES
 - JURISDICTIONAL BOUNDARIES

GRAND HAVEN CHARTER TOWNSHIP
 LOCATED IN SECTIONS 1, 26, 27, 28, AND 36 GRAND HAVEN CHARTER TOWNSHIP
 MERCURY DRIVE ORPHAN DRAINS
 2012-2013
 Planning Department

EXCERPTS OF MINUTES

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 11th day of February 2019 at 7:00 p.m., local time.

PRESENT:

ABSENT:

The Supervisor Reenders advised the Township Board that the next order of business was the consideration of a petition to establish the Mercury Drive Drainage District.

After discussion, the following Resolution was offered by _____ and supported by _____:

RESOLUTION #19-02-01

WHEREAS, the Township Board of Grand Haven Township, Ottawa County, Michigan (the "Township"), has determined that the public improvement ("Project") described in the attached Exhibit A is necessary for the public health, safety, and welfare; and

WHEREAS, the Township Board desires to file a petition with the Ottawa County Water Resources Commissioner pursuant to Chapter 20 of the Drain Code, Act 40, Public Acts of Michigan, 1956, as amended, for the location, establishment, and construction of a county drain to facilitate implementation of the Project; and

WHEREAS, the tentative location of the proposed Mercury Drive Drain is described in the attached Exhibit B; and

WHEREAS, the Township will be liable for an assessment against it for the cost of the proposed drain and any costs related to the Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Township Board does authorize the filing of a petition for the location, establishment and construction of the drain.

BE IT FURTHER RESOLVED THAT the Supervisor is authorized to execute the petition for the location, establishment and construction of the drain.

BE IT FURTHER RESOLVED THAT the Township Clerk shall forward to the Ottawa County Water Resources Commissioner a copy of this Resolution for the petition for the location, establishment and construction of the drain.

BE IT FURTHER RESOLVED THAT all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Yeas:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED.

Dated: February 11, 2019

Laurie Larsen, 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 a Resolution adopted by the Township Board at a regular meeting of the Township Board held on the 14th day of October 2019. 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

EXHIBIT A

The assignment of legal authority of the Mercury Drive Drain by establishing the orphan drain as a county drain. The establishment of the Mercury Drive Drain provides the drain and drainage district the legal mechanism in place to maintain/improve the drain and fund maintenance and improvement projects.

EXHIBIT B

Sections 1, 26, 27, 35, and 36 of Grand Haven Charter Township and Section 27 of the City of Grand Haven, Ottawa County, Michigan

See attached exhibit "Exhibit A: Mercury Drive Drain Tentative Route and Course" dated August 2019 (total 4 sheets).

All of the drainage facilities (including storm sewers, manholes, catch basins, and catch basin leads and excluding underdrain and sump lines) as shown in the attached exhibit and described more specifically as follows:

DRAINAGE FACILITIES

The public right-of-way of Mercury Drive from approximately 130 feet northwest from the intersection of 164th Avenue/Moreland Street to the intersection of 144th Avenue;

The public right-of-way of Pine Street from the intersection of Mercury Drive to approximately 300 feet south of the intersection of Mercury Drive;

The public right-of-way of 161st Avenue from the intersection of Mercury Drive to approximately 150 feet south of the intersection of Mercury Drive;

The public right-of-way of David Street from the intersection of Mercury Drive to approximately 200 feet south of the intersection of Mercury Drive;

The public right-of-way of 160th Avenue from the intersection of Mercury Drive to approximately 100 feet north of the intersection of Mercury Drive;

The public right-of-way of Apple Street from the intersection of Mercury Drive to approximately 100 feet north of Mercury Drive;

The public right-of-way of Cherry Street from the intersection of Mercury Drive to approximately 100 feet north of Mercury Drive;

The public right-of-way of Sharon Avenue from the intersection of Mercury Drive to approximately 100 feet southwest of the intersection of Mercury Drive;

Page 2 of 2

The public right-of-way of Comstock Street from the intersection of Mercury Drive to approximately 100 feet west of the intersection of Mercury Drive;

The public right-of-way of 152nd Avenue from the intersection of Mercury Drive to approximately 100 feet north of the intersection of Mercury Drive;

The public right-of-way of Lake Avenue from the intersection of Mercury Drive to approximately 100 feet west of the intersection of Mercury Drive;

The public right-of-way of Groesbeck Street from the intersection of Mercury Drive to approximately 100 feet west of the intersection of Mercury Drive;

The public right-of-way of 148th Avenue from the intersection of Mercury Drive to approximately 100 feet west of the intersection of Mercury Drive;

A 30 feet wide drainage easement within parcel 70-03-27-452-001 along the north parcel line/south Mercury Drive right-of-way line from the east parcel line to approximately 100 feet west along the north parcel line;

A 10 feet wide drainage easement located within parcel 70-03-27-478-005 along the north parcel line / south Mercury Drive right-of-way line from the west parcel line to approximately 70 feet east of the west parcel line.



Administrative Memo

TO: Township Board
FROM: Andrea Dumbrell, Human Resources Director
DATE: October 8, 2019
RE: Mobile Device Policy Approval

On September 9, 2019, the Township Board sent the Mobile Device Policy back to the Personnel Committee for further review and survey of surrounding municipalities' mobile device policies. Municipalities selected for the survey were based on the comparable municipalities used for wage studies and insurance studies. The survey was sent to 20 municipalities in September 2019, and to date, the Township has received responses from 12 municipalities. The compiled results from responding municipalities are attached to this memo.

Upon reviewing the survey results, the following items are of note:

- 3 municipalities explicitly state employees are **NOT** to use phones while driving, including the City of Grand Haven, Georgetown Township and Park Township.
- 4 municipalities allow use of cell phones, with the **advisement to pull off the road when making or taking a phone call**. These include the Cities of Ferrysburg, Holland and Zeeland, along with Allendale Charter Township.
- 3 municipalities have mobile device or phone policies, but the policy language does not make any reference to whether using a mobile device, while operating municipality vehicles or personal vehicles during work hours, is allowed.

As discussed in previous Board and Personnel Committee meetings, the Township cannot possibly lay out every scenario and action that may occur related to the use and management of Township provided cell phones, yet the goals of the Township's Mobile Device Policy remain the same:

- Clarify the process for requesting a Township mobile device or stipend;
- Explain acceptable personal use of a Township's mobile device;
- Ensure the safety of our staff who may use mobile devices while driving; and,
- Detail security processes for ensuring the safety of Township data on a mobile device that accesses Township data.

Upon review of the Mobile Device Policy Survey results and discussion at the October 2, 2019, Personnel Committee meeting, the Personnel Committee recommended moving forward with the policy language option that allows for limited mobile device use while driving.

If the Township Board supports the recommend Mobile Device Policy, the following motion could be offered for consideration:

Motion to approve Resolution 19-10-03, authorizing the Mobile Device Policy, limiting mobile device use while driving, as submitted, effective immediately.

If you have any questions regarding the recommended policy or resolution, please do not hesitate to contact Bill Cargo or me.

Grand Haven Charter Township Mobile Device Policy

PURPOSE:

The purpose of this Mobile Device Policy (the “Policy”) is to provide guidance and standardization for the use of Mobile Devices. While Mobile Devices are a necessary convenience, Grand Haven Charter Township (the “Township”) requires that all “Covered Persons” (defined below) follow the procedures listed below for their own safety and the safety of others.

POLICY:

This Policy shall apply to all Covered Persons authorized for any of the following: (i) the use of a Township-provided Mobile Device; (ii) the reimbursement by the Township for the use of a personal Mobile Device; or (iii) the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township.

The responsibility for ensuring compliance with this Policy rests with each Department Director. The Township Manager (the “Manager,” including any designee of the Manager) reserves the right to approve, deny, and terminate the use of a Township-provided Mobile Device, the reimbursement by the Township for the use of a personal Mobile Device, or the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township. The Township has the authority to take necessary measures to manage the use of Township-provided Mobile Devices and personal Mobile Devices used in the conduct of Township business and is not responsible for the loss of personal information or costs that may result from the management and control activities needed to ensure acceptable use of such devices. However, the Township is committed to taking reasonable steps to minimize and/or avoid the loss of personal information and data.

All Covered Persons are expected to comply with this Policy and all other Township policies, regulations, and directives, and to exercise the same care in communicating information as when communicating from any Township-provided device or personal Mobile Device authorized for use in the conduct of Township business.

The Manager is responsible for interpretation and enforcement of this Policy as it applies to all Employees. Any Employee who violates this Policy may be subject to disciplinary action, up to and including termination of employment or service on behalf of the Township.

DEFINITIONS:

1. Covered Person

All Township employees, elected and appointed officials, and other persons who are authorized for any of the following: (i) the use of a Township-provided Mobile Device; (ii) the reimbursement by the Township for the use of a personal Mobile Device; or (iii) the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township.

2. Employee

Any Township employee, as referenced in this Policy, includes any individual who is employed by the Township and is on the payroll of the Township, regardless of the source of funds by which the individual is paid. The term “employee” shall not include any individual elected to public office, or any individual appointed to an executive, ministerial, or policy-making position.

3. Encrypted/Encryption

A process of converting data to an unrecognizable form to protect sensitive information so that only authorized individuals can view it.

4. IT Administrator

An individual that the Manager designates to oversee the Township’s information technology (IT).

5. Mobile Device

A Mobile Device approved for use under this Policy will include cell phones, smart phones, tablets, laptops, and other devices specifically approved by the Township that allow the user to communicate and/or access Township Data through wireless, cellular, or other similar mobile network technology.

6. Non-Public Data

Any type of Township Data that is not available to the public (e.g. private and confidential information such as social security numbers, personnel information, attorneys’ work, etc.).

7. Township Data

Everything the Township creates, collects, and maintains in written or electronic format.

PROCEDURE:

General Information

1. Covered Persons whose job requires them to use a Mobile Device for Township business, as outlined in this Policy, may have the option to use a Township-provided Mobile Device or be eligible to receive a monthly stipend towards the use of a personal Mobile Device service; provided, however, that the Township may require the use of a Township-provided Mobile Device without the option for a monthly stipend.

2. Eligibility for a Township-provided Mobile Device or a monthly stipend towards the use of a personal Mobile Device shall be recommended by a Department Director and determined by the Manager using the criteria listed. All of the following listed criteria should be considered to justify a request, as neither the presence nor absence of any criteria will singularly be used to justify or reject a request.
 - a. The Covered Person's position requires a high degree of mobility.
 - b. The Covered Person regularly performs job functions at locations where a "land-line" is not available.
 - c. The Covered Person is a Department Director, elected or appointed official, manager, supervisor, etc.
 - d. The Covered Person is required to attend frequent off-site events (e.g. meetings, conferences, etc.).
 - e. The Covered Person is involved in some type of emergency response role.
 - f. The Covered Person needs to be available for 24/7 "on call" emergency support.
3. The Manager will maintain a list of all Covered Persons. This list will be reviewed and updated as needed for changes.
4. Township-provided Mobile Devices
 - a. The Township will maintain and support a Mobile Device, taking into consideration concerns regarding security, coverage throughout the Township, and affordability of the coverage plan.
 - b. The IT Administrator will maintain Township-provided Mobile Devices, including, as further described below in the "Security" section, assisting the Manager in determining if a Mobile Device should be wiped as a result of being lost, stolen, suffering a security breach, etc.
 - c. The use of a Township-provided Mobile Device is allowed to the extent that it does not interfere or impair the Township's network, the data plan on the mobile network or violate any state or federal laws.
 - d. As needed, the Township cost for a Mobile Device with various features will be updated, which also establishes the basis for monthly stipends for the use of personal Mobile Devices.
5. Personal Mobile Device use with Township reimbursement
 - a. Eligible Covered Persons will receive a monthly stipend that matches the Township's cost for similar plans for Township-provided Mobile Devices. For purposes of clarification, the stipend is intended to reimburse the Covered Person for the average business use of the Mobile Device, not to pay the entire bill.

- b. All costs for the Mobile Device, including, but not limited to, the device or accessories purchases, its maintenance/repair/replacement, and other extraordinary costs, will be borne by the individual.
- c. As further described below in the “Security” section, as a condition of receiving a stipend for reimbursement, the eligible Covered Person acknowledges and agrees that the Mobile Device will be subject to, in the discretion of the Township Manager, a determination whether a Mobile Device should be wiped as a result of being lost, stolen, suffering a security breach, etc.

Safety:

The Township mandates that any use of a Mobile Device while driving by a Covered Person be accomplished in a manner consistent with the safety of the Covered Person and all other persons potentially affected.

When a Covered Person is operating a motor vehicle owned, leased, or rented by the Township; when a Covered Person is operating a personal motor vehicle in connection with Township business; when the Mobile Device is Township-owned or leased; and when a Covered Person is using the Mobile Device to conduct Township business, the Township recognizes that certain Covered Persons must at times use their Mobile Devices while driving in order to effectively and expediently respond to the demands of their position for the Township. Accordingly, the Township’s policy regarding a Covered Person’s use of a Mobile Device while operating a motor vehicle is as follows.

The Township expects that all Covered Persons who must use Mobile Devices while driving will attempt to avoid driver distractions to the greatest extent reasonably possible, including, by way of example, delegating the use of Mobile Devices while driving to a non-driver passenger.

If no delegation is possible, and if the weather condition for driving or the traffic conditions for driving are too challenging for a Covered Person to use a Mobile Device while operating a motor vehicle, then the Covered Person may use the Mobile Device only after pulling the motor vehicle over to a safe location. However, if no delegation of the Mobile Device operation is possible, and if the weather conditions and traffic conditions are favorable for a Covered Person to use a Mobile Device while operating a motor vehicle, and if use of the Mobile Device is necessary for the Covered Person to effectively and expediently respond to the demands of the responsibilities owed to the Township, the Covered Person may use a Mobile Device while operating a motor vehicle. In that event, the Covered Person must use hands free technology so that both hands are available to operate the motor vehicle, must use memory or call back functions to avoid trying to find or dial a number on the Mobile Device, must keep all attention focused on the motor vehicle driving function, must keep the Mobile Device use as brief as reasonably possible, and must immediately cease the use of a Mobile Device while operating a motor vehicle if any of these conditions changes.

In any event, any use of a Mobile Device while operating a motor vehicle by a Covered Person must always comply with all applicable local, state, and federal laws and ordinances.

Security:

Any Mobile Device that stores Township Data is subject to FOIA and eDiscovery. While the Township will take necessary action to provide information as requested, Covered Persons will be required to surrender their Mobile Devices as needed to provide the requested information.

Additionally, the Township shall do its reasonable best to prevent the unauthorized disclosure of Non-Public Data on Mobile Devices.

1. Encryption of Non-Public Data

All Non-Public Data stored on Mobile Devices must be Encrypted by one of the following means provided by the Township:

- a. An approved, third party product that is enforced through a controlled configuration and cannot be disabled by the user; or
- b. Encryption that is enforced through a technical policy or localized application that cannot be overwritten by the user.

2. Password / Authentication Requirements

All Mobile Devices that contain Non-Public Data or synchronize with services that can access Non-Public Data must be protected with user authentication.

3. Privacy

No Covered Persons should expect any privacy except that which is governed by law. The Township has the right, at any time, to monitor and preserve any communications that utilize the Township's network in any way, including data, voicemail, telephone logs, Internet use, network traffic, etc., to determine proper utilization, regardless of ownership status of the device used to access the Township's networks.

The Township Manager reserves the right to review, retain, or release personal and Township-related data on mobile devices to government agencies or third parties during an investigation or litigation. The Township Manager may review the activity and analyze usage patterns to assure that the Township's resources in these areas are being utilized according to this policy.

Furthermore, no **Covered Persons** shall knowingly disable any network software or system identified as a monitoring tool.

4. Inspection

At any time, the Covered Person may be asked to produce the Mobile Device for inspection. The purpose of these inspections is to ensure that the Covered Person is following Township policy.

5. Remote Data Wipe

Mobile Devices must have the capability for each of the following security features:

- a. Be locked-out of the Township's network for a certain period of time;
- b. Be remotely erased or wiped by the agency or service provider; and
- c. Be automatically erased of all data after a set amount of authentication attempts, if lost or stolen.

6. Technical Responsibility

All Covered Persons must agree to the following requirements:

- a. To physically protect the Mobile Device when away from a secure location;
- b. To notify the Township's Manager, when a Mobile Device is lost or stolen; and
- c. To acknowledge and agree to the terms of a personal use agreement, with terms that give the Township the authority to:
 - Remotely wipe data on the device, which potentially could include personal data;
 - Monitor any activities that go through Township servers on non-Township devices; and
 - Recover data or take possession of Mobile Devices when legally necessary.

User Acknowledgment and Agreement

It is the Township’s right to restrict or rescind Mobile Device privileges or take other administrative or legal action due to failure to comply with the above referenced Mobile Device Policy. Violation of these rules may be grounds for disciplinary action up to and including termination of employment.

I acknowledge, understand, and will comply with the above referenced Mobile Device Policy. I understand that the addition of any required government-provided third-party software may decrease the available memory or storage on my personal device and that the Township is not responsible for any loss or theft of, damage to, or failure in the Mobile Device that may result from use of third-party software and/or use of the Mobile Device in this program.

I understand that contacting vendors for trouble-shooting and support of third-party software is my responsibility, and configuration support and advice provided by the Township or its representative is limited. I understand that the use of a personal Mobile Device for Township business may result in increases to my personal monthly service plan costs.

Should I later decide to discontinue my participation in the Township’s Mobile Device program, I will allow the Township to remove and disable any Township provided third-party software and services from my personal Mobile Device.

Employee Name (Printed)	
Manager/Supervisor Name	
Requested Effective Date	
Mobile Device Ownership	<input type="checkbox"/> Township-owned Mobile Device <input type="checkbox"/> Employee-owned Mobile Device
Device make/model (e.g., iPad, Samsung S4, iPhone 5c)	
Mobile Device Allowance	<input type="checkbox"/> Not applicable/None <input type="checkbox"/> Voice only <input type="checkbox"/> Data only <input type="checkbox"/> Voice/Data
Business Justification	
Notes	

Employee Signature

Date

Manager Approval

Date

At a regular meeting of the Township Board of Grand Haven Charter Township, Ottawa County, Michigan, held at the Township Hall at 13300 168th Ave., Grand Haven, Michigan 49417, on October 14, 2019, at 7:00 p.m., local time.

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____ and seconded by Trustee _____

RESOLUTION 19-10-03

WHEREAS, Grand Haven Charter Township (“Township”) has adopted a Personnel Policies and Procedures Manual; and,

WHEREAS, the Grand Haven Charter Township Board (“Township Board”) believes that it is in the best interest of the Township to amend or add various sections of the Personnel Policies and Procedures Manual from time-to-time as necessary; and,

WHEREAS, the proposed amendment has been reviewed by the Personnel Committee and recommended for decision; and,

WHEREAS, the Township Board believes that it is reasonable and appropriate to adopt this amendment, creating a Mobile Device Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That Section 6.8, is to read in its entirety as follows:

Grand Haven Charter Township Mobile Device Policy

PURPOSE:

The purpose of this Mobile Device Policy (the “Policy”) is to provide guidance and standardization for the use of Mobile Devices. While Mobile Devices are a necessary convenience, Grand Haven Charter Township (the “Township”) requires that all “Covered Persons” (defined below) follow the procedures listed below for their own safety and the safety of others.

POLICY:

This Policy shall apply to all Covered Persons authorized for any of the following: (i) the use of a Township-provided Mobile Device; (ii) the reimbursement by the Township for the use of a

personal Mobile Device; or (iii) the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township.

The responsibility for ensuring compliance with this Policy rests with each Department Director. The Township Manager (the “Manager,” including any designee of the Manager) reserves the right to approve, deny, and terminate the use of a Township-provided Mobile Device, the reimbursement by the Township for the use of a personal Mobile Device, or the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township. The Township has the authority to take necessary measures to manage the use of Township-provided Mobile Devices and personal Mobile Devices used in the conduct of Township business and is not responsible for the loss of personal information or costs that may result from the management and control activities needed to ensure acceptable use of such devices. However, the Township is committed to taking reasonable steps to minimize and/or avoid the loss of personal information and data.

All Covered Persons are expected to comply with this Policy and all other Township policies, regulations, and directives, and to exercise the same care in communicating information as when communicating from any Township-provided device or personal Mobile Device authorized for use in the conduct of Township business.

The Manager is responsible for interpretation and enforcement of this Policy as it applies to all Employees. Any Employee who violates this Policy may be subject to disciplinary action, up to and including termination of employment or service on behalf of the Township.

DEFINITIONS:

1. Covered Person

All Township employees, elected and appointed officials, and other persons who are authorized for any of the following: (i) the use of a Township-provided Mobile Device; (ii) the reimbursement by the Township for the use of a personal Mobile Device; or (iii) the use of a personal Mobile Device in the conduct of Township business without reimbursement by the Township.

2. Employee

Any Township employee, as referenced in this Policy, includes any individual who is employed by the Township and is on the payroll of the Township, regardless of the source of funds by which the individual is paid. The term “employee” shall not include any individual elected to public office, or any individual appointed to an executive, ministerial, or policy-making position.

3. Encrypted/Encryption

A process of converting data to an unrecognizable form to protect sensitive information so that only authorized individuals can view it.

4. IT Administrator

An individual that the Manager designates to oversee the Township's information technology (IT).

5. Mobile Device

A Mobile Device approved for use under this Policy will include cell phones, smart phones, tablets, laptops, and other devices specifically approved by the Township that allow the user to communicate and/or access Township Data through wireless, cellular, or other similar mobile network technology.

6. Non-Public Data

Any type of Township Data that is not available to the public (e.g. private and confidential information such as social security numbers, personnel information, attorneys' work, etc.).

7. Township Data

Everything the Township creates, collects, and maintains in written or electronic format.

PROCEDURE:

General Information

1. Covered Persons whose job requires them to use a Mobile Device for Township business, as outlined in this Policy, may have the option to use a Township-provided Mobile Device or be eligible to receive a monthly stipend towards the use of a personal Mobile Device service; provided, however, that the Township may require the use of a Township-provided Mobile Device without the option for a monthly stipend.
2. Eligibility for a Township-provided Mobile Device or a monthly stipend towards the use of a personal Mobile Device shall be recommended by a Department Director and determined by the Manager using the criteria listed. All of the following listed criteria should be considered to justify a request, as neither the presence nor absence of any criteria will singularly be used to justify or reject a request.
 - a. The Covered Person's position requires a high degree of mobility.
 - b. The Covered Person regularly performs job functions at locations where a "land-line" is not available.
 - c. The Covered Person is a Department Director, elected or appointed official, manager, supervisor, etc.

- d. The Covered Person is required to attend frequent off-site events (e.g. meetings, conferences, etc.).
 - e. The Covered Person is involved in some type of emergency response role.
 - f. The Covered Person needs to be available for 24/7 “on call” emergency support.
3. The Manager will maintain a list of all Covered Persons. This list will be reviewed and updated as needed for changes.
4. Township-provided Mobile Devices
- a. The Township will maintain and support a Mobile Device, taking into consideration concerns regarding security, coverage throughout the Township, and affordability of the coverage plan.
 - b. The IT Administrator will maintain Township-provided Mobile Devices, including, as further described below in the “Security” section, assisting the Manager in determining if a Mobile Device should be wiped as a result of being lost, stolen, suffering a security breach, etc.
 - c. The use of a Township-provided Mobile Device is allowed to the extent that it does not interfere or impair the Township’s network, the data plan on the mobile network or violate any state or federal laws.
 - d. As needed, the Township cost for a Mobile Device with various features will be updated, which also establishes the basis for monthly stipends for the use of personal Mobile Devices.
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- a. Eligible Covered Persons will receive a monthly stipend that matches the Township’s cost for similar plans for Township-provided Mobile Devices. For purposes of clarification, the stipend is intended to reimburse the Covered Person for the average business use of the Mobile Device, not to pay the entire bill.
 - b. All costs for the Mobile Device, including, but not limited to, the device or accessories purchases, its maintenance/repair/replacement, and other extraordinary costs, will be borne by the individual.
 - c. As further described below in the “Security” section, as a condition of receiving a stipend for reimbursement, the eligible Covered Person acknowledges and agrees that the Mobile Device will be subject to, in the discretion of the Township Manager, a determination whether a Mobile Device should be wiped as a result of being lost, stolen, suffering a security breach, etc.

Safety:

The Township mandates that any use of a Mobile Device while driving by a Covered Person be accomplished in a manner consistent with the safety of the Covered Person and all other persons potentially affected.

When a Covered Person is operating a motor vehicle owned, leased, or rented by the Township; when a Covered Person is operating a personal motor vehicle in connection with Township business; when the Mobile Device is Township-owned or leased; and when a Covered Person is using the Mobile Device to conduct Township business, the Township recognizes that certain Covered Persons must at times use their Mobile Devices while driving in order to effectively and expediently respond to the demands of their position for the Township. Accordingly, the Township's policy regarding a Covered Person's use of a Mobile Device while operating a motor vehicle is as follows.

The Township expects that all Covered Persons who must use Mobile Devices while driving will attempt to avoid driver distractions to the greatest extent reasonably possible, including, by way of example, delegating the use of Mobile Devices while driving to a non-driver passenger.

If no delegation is possible, and if the weather condition for driving or the traffic conditions for driving are too challenging for a Covered Person to use a Mobile Device while operating a motor vehicle, then the Covered Person may use the Mobile Device only after pulling the motor vehicle over to a safe location. However, if no delegation of the Mobile Device operation is possible, and if the weather conditions and traffic conditions are favorable for a Covered Person to use a Mobile Device while operating a motor vehicle, and if use of the Mobile Device is necessary for the Covered Person to effectively and expediently respond to the demands of the responsibilities owed to the Township, the Covered Person may use a Mobile Device while operating a motor vehicle. In that event, the Covered Person must use hands free technology so that both hands are available to operate the motor vehicle, must use memory or call back functions to avoid trying to find or dial a number on the Mobile Device, must keep all attention focused on the motor vehicle driving function, must keep the Mobile Device use as brief as reasonably possible, and must immediately cease the use of a Mobile Device while operating a motor vehicle if any of these conditions changes.

In any event, any use of a Mobile Device while operating a motor vehicle by a Covered Person must always comply with all applicable local, state, and federal laws and ordinances.

Security:

Any Mobile Device that stores Township Data is subject to FOIA and eDiscovery. While the Township will take necessary action to provide information as requested, Covered Persons will be required to surrender their Mobile Devices as needed to provide the requested information.

Additionally, the Township shall do its reasonable best to prevent the unauthorized disclosure of Non-Public Data on Mobile Devices.

1. **Encryption of Non-Public Data**

All Non-Public Data stored on Mobile Devices must be Encrypted by one of the following means provided by the Township:

- a. An approved, third party product that is enforced through a controlled configuration and cannot be disabled by the user; or
- b. Encryption that is enforced through a technical policy or localized application that cannot be overwritten by the user.

2. **Password / Authentication Requirements**

All Mobile Devices that contain Non-Public Data or synchronize with services that can access Non-Public Data must be protected with user authentication.

3. **Privacy**

No Covered Persons should expect any privacy except that which is governed by law. The Township has the right, at any time, to monitor and preserve any communications that utilize the Township's network in any way, including data, voicemail, telephone logs, Internet use, network traffic, etc., to determine proper utilization, regardless of ownership status of the device used to access the Township's networks.

The Township Manager reserves the right to review, retain, or release personal and Township-related data on mobile devices to government agencies or third parties during an investigation or litigation. The Township Manager may review the activity and analyze usage patterns to assure that the Township's resources in these areas are being utilized according to this policy.

Furthermore, no Covered Persons shall knowingly disable any network software or system identified as a monitoring tool.

4. **Inspection**

At any time, the Covered Person may be asked to produce the Mobile Device for inspection. The purpose of these inspections is to ensure that the Covered Person is following Township policy.

5. **Remote Data Wipe**

Mobile Devices must have the capability for each of the following security features:

- a. Be locked-out of the Township's network for a certain period of time;
- b. Be remotely erased or wiped by the agency or service provider; and

- c. Be automatically erased of all data after a set amount of authentication attempts, if lost or stolen.

6. **Technical Responsibility**

All Covered Persons must agree to the following requirements:

- a. To physically protect the Mobile Device when away from a secure location;
- b. To notify the Township's Manager, when a Mobile Device is lost or stolen; and
- c. To acknowledge and agree to the terms of a personal use agreement, with terms that give the Township the authority to:
 - Remotely wipe data on the device, which potentially could include personal data;
 - Monitor any activities that go through Township servers on non-Township devices; and
 - Recover data or take possession of Mobile Devices when legally necessary.

User Acknowledgment and Agreement

It is the Township’s right to restrict or rescind Mobile Device privileges or take other administrative or legal action due to failure to comply with the above referenced Mobile Device Policy. Violation of these rules may be grounds for disciplinary action up to and including termination of employment.

I acknowledge, understand, and will comply with the above referenced Mobile Device Policy. I understand that the addition of any required government-provided third-party software may decrease the available memory or storage on my personal device and that the Township is not responsible for any loss or theft of, damage to, or failure in the Mobile Device that may result from use of third-party software and/or use of the Mobile Device in this program.

I understand that contacting vendors for trouble-shooting and support of third-party software is my responsibility, and configuration support and advice provided by the Township or its representative is limited. I understand that the use of a personal Mobile Device for Township business may result in increases to my personal monthly service plan costs.

Should I later decide to discontinue my participation in the Township’s Mobile Device program, I will allow the Township to remove and disable any Township provided third-party software and services from my personal Mobile Device.

Employee Name (Printed)	
Manager/Supervisor Name	
Requested Effective Date	
Mobile Device Ownership	<input type="checkbox"/> Township-owned Mobile Device <input type="checkbox"/> Employee-owned MobileDevice
Device make/model (e.g., iPad, Samsung S4, iPhone 5c)	
Mobile Device Allowance	<input type="checkbox"/> Not applicable/None <input type="checkbox"/> Voice only <input type="checkbox"/> Data only <input type="checkbox"/> Voice/Data
Business Justification	
Notes	

Employee Signature

Date

Manager Approval

Date

2. That all resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

DATED: October 14, 2019

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Grand Haven Charter Township, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on October 14, 2019, do further hereby certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Laurie Larsen, Township Clerk

Municipality	Population Based on 2016 Numbers	Mobile Device or Cell Phone Policy (Yes/No)	Are employees allowed to use cell phones while driving during working hours?	If the policy addresses the use of cell phones while driving, what is the specific policy language?	Additional Notes
Allendale Charter Township	25,323	Yes	Yes, with exceptions	<p>Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call or text message. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the communication short, use hands-free options if available, refrain from discussion of complicated or emotional issues, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area.</p>	ACT's handbook has recently been updated.
City of Ferrysburg	3,001	Yes	Yes, with exceptions	<p>"While driving, your primary responsibility is driving safely and obeying the rules of the road. For that reason, we encourage employees to use extreme caution when operating a vehicle and using a cell phone. The City strongly encourages employees to pull off the road and come to a complete stop before talking on their cell phone, unless it is necessary to continue communication while operating the vehicle."</p>	
City of Grand Haven	10,911	Yes	No	<p>"Employees are not to use a cell phone, "text", email, or browse the web while driving."</p>	

Municipality	Population Based on 2016 Numbers	Mobile Device or Cell Phone Policy (Yes/No)	Are employees allowed to use cell phones while driving during working hours?	If the policy addresses the use of cell phones while driving, what is the specific policy language?	Additional Notes
City of Holland	33,543	Yes	Yes, with exceptions	"Employees whose job responsibilities include regular or occasional driving and who are issued cell phones for business use are expected to refrain from using their phones while driving. Safety must be the first priority. Regardless of the circumstances, including slow or stopped traffic, employees should pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short. An employee who has a cellular phone with a "two-way" or "hands free" feature may use it while driving as long as this use does not interfere with the safe operation of the vehicle."	Policy language is in Vehicle Safety section.
City of Zeeland	5,581	Yes	Yes, with limited exceptions	"Calling or texting on a mobile phone while operating an Employer vehicle is prohibited unless it would prevent or unduly delay a necessary public safety response. If an employee is operating an Employer vehicle and receives a call on a mobile phone, the employee may answer, but must tell the caller the employee will call back later and then end the call, or ask the caller to hold and then put the phone down and find a safe place to stop the vehicle before continuing the call."	Policy language was recently updated on August 5, 2019.
Gaines Charter Township	26,535	No	N/A	N/A	Gaines Charter Township does not have a policy specific to cell phones.
Georgetown Township	50,520	Yes	No	"PURPOSE: The purpose of the policy is to establish safe and wise standards for the use of cell phones and other electronic devices when driving or operating Township owned vehicles to avoid unnecessary distractions. STATEMENT OF POLICY: No Township employee or other authorized personnel shall text, type, or dial a cell phone or other electronic device while driving a Township owned vehicle."	
Grand Haven Township	16,251	No	N/A	N/A	Grand Haven Charter Township is currently drafting their cell phone policy and considering whether to allow "hands free" use of cell phones while driving or "zero tolerance" use of cell phones while driving.

Municipality	Population Based on 2016 Numbers	Mobile Device or Cell Phone Policy (Yes/No)	Are employees allowed to use cell phones while driving during working hours?	If the policy addresses the use of cell phones while driving, what is the specific policy language?	Additional Notes
Muskegon Charter Township	17,839	Yes	Yes	No specific policy provided - See notes section	Those employees who drive vehicles for our Township have regulations requiring them to follow all the driving laws and regulations including cell phone use.
Oshtemo Charter Township	22,802	Yes	Not stated in policy language	N/A	Policy language does not make any reference to whether driving and using a mobile device is allowed.
Ottawa County	283,907	Yes	Not stated in policy language	N/A	Policy language does not make any reference to whether driving and using a mobile device is allowed. County personnel indicated that this topic has been discussed but is not in the policy.
Park Township	18,622	Yes	No	"Park Township prohibits employees using cell phones for business while they are driving. If you are driving and need to use a cell phone, you should pull off the road and stop before you place a call or talk on the phone."	
Spring Lake Township	14,900	Yes	Not stated in policy language	N/A	Policy language does not make any reference to whether driving and using a mobile device is allowed.



Community Development Memo

DATE: October 10, 2019
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Resolution 19-10-04 – Establish Parking in Right-of-Way Permit Fee

BACKGROUND

On July 18th the Board discussed parking regulations within the right-of-way (ROW) in the northeast quadrant of the Township (*north of Comstock, and east of 164th Avenue*). A first reading was held on September 23rd and it is assumed the second reading will be adopted on October 14th.

Should that timeline be correct, a resolution is required for the Board to establish the fee schedule for the permit.

PROPOSED PERMIT FEE

Staff would recommend the Board establish a **\$20 fee for initial permits, and \$5 per renewal**. Recall, if multiple applications and/or renewals are submitted, processed, and inspected concurrently then only 1 fee shall apply.

SAMPLE MOTION

If the Township Board agrees with the proposed resolution the following motion can be offered:

Motion to approve Resolution 19-10-04, establishing the fee schedule for the Northeast Quadrant Parking Exemption Permit.

Please contact me if this raises questions.

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 14th day of October 2019, 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 Establish Parking in Right-of-Way Permit Fee.

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 19-10-04**

**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 Right-of-Way Ordinance; and

WHEREAS, the new Northeast Quadrant Parking Exemption Permit Ordinance, which amends the Right-of-Way Ordinance, requires a fee schedule to be established to being processing permit applications; and

WHEREAS, the Ordinance requires an initial permit fee and an annual renewal fee; and

WHEREAS, the initial permit fee is \$20 and renewal fees are \$5 per property; and

WHEREAS, the if property owners submit multiple applications and/or renewals simultaneously and the permitting and inspection process occurs simultaneously then only one (1) fee will be charged.

NOW, THEREFORE, BE IT RESOLVED that Grand Haven Charter Township Board approves and adopts the proposed fee schedule effective November 18, 2019:

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED ON OCTOBER 14, 2019.

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 14th day of October 2019. 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



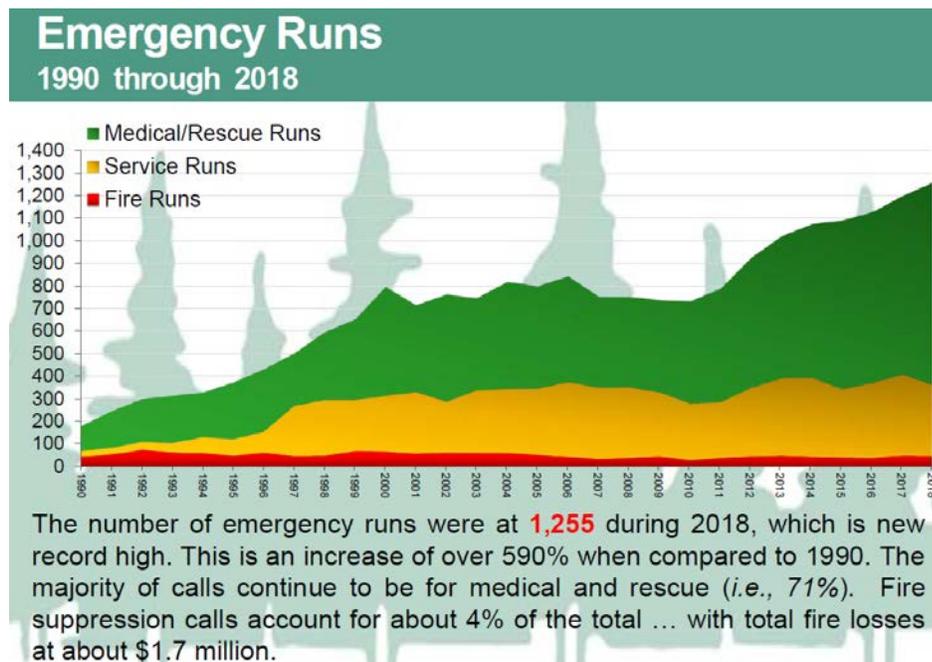
Administrative Memo

TO: Township Board
FROM: Chief Gerencer and Andrea Dumbrell
DATE: October 10, 2019
RE: Part-Time Firefighter Numbers

With the recent hiring of a Part-Time Firefighter in September, the Grand Haven Charter Township's Fire/Rescue Department is now fully staffed at the board approved numbers of seven (7) full-time employees and twenty-four (24) part-time employees.

As mentioned previously, at the Personnel Committee meetings and within the Weekly Reports, it is becoming more difficult to ensure the Fire/Rescue Department ensure adequate number of first responders to all emergency calls. This, in large part, is due to rapid increase in emergency calls.

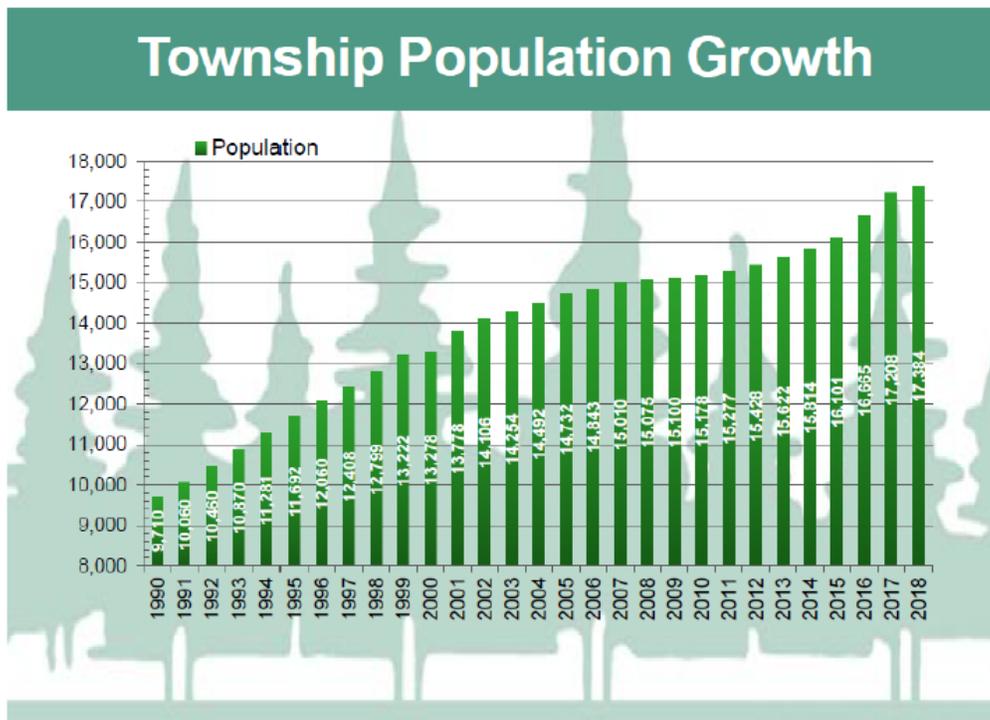
For example, the expected number of emergency calls for 2019 is about 1,400±. This number is concerning because the Township's staffing model of twenty-four (24) part-time firefighters has not changed since 2000, when the Township averaged about 700 emergency calls.



This increase in emergency calls is not a surprise when looking at the Township’s population growth. In 2000, the Township’s population was 13,278, and the Township’s estimated 2018 population is about 17,384.

Further, the Ottawa County’s Planning & Performance Department is calculating that by 2020, Grand Haven Charter Township will have 18,431 residents, which is an approximate population increase↑ of 40%, when compared to the population in 2000. (*This is further exacerbated due to the “type” of development that is occurring – including Health Pointe and the Village at Rosy Mound.*)

Further, with the increase of emergency calls, the Township is also responding to more concurrent emergency calls – occasionally having three or more concurrent emergency calls.



In addition to the aforementioned “growing pains”, over the past year the Township had seven (7) leaves of absences in the Fire/Rescue Department, which causes difficulties in staffing the Fire/Rescue Department with the remaining available staff.

Also, the Township’s Fire/Rescue Department averages two (2) to three (3) staff resignations a year. These resignations result in temporary, additional shortages of available staff, which further complicates ensuring appropriate staffing and response times.

By increasing the part-time firefighter numbers to twenty-six (26) – or an 8% increase↑ – the Township should be better able to fill the night-time staffing program, relieve some difficulty in filling shifts, lessen the potential burn out of full-time staff, and reduce overtime costs.

This increase, if approved, will be a **first step** in a review of the Fire/Rescue Department's staffing levels. Further, the part-time staffing will have a minimal impact on the Fire/Rescue Department's overall budget.

Additionally, it is the intent of the Fire/Rescue department to quickly hire two (2) recently interviewed candidates, if the Board approves this increase in part-time firefighters.

During the recent discussion with the Personnel Committee, Supervisor Reenders requested to see specific information on how adding employees could reduce overtime costs. When reviewing the four busiest pay periods of the 2019 year, July 1 through August 25, full-time firefighters had to cover a combined total of 93.5 hours with overtime work because part-time firefighters were not available to cover the shift work. This resulted in approximately \$3,565 of overtime payments that, if covered entirely by the highest paid part-time firefighters, would have only cost \$2,084, resulting in a **savings of at least \$1,481** over this eight-week period.

If the Township Board supports the recommendation from the Personnel Committee to increase the number of part-time firefighters, the following motion can be made:

Motion to approve an increase in the part-time firefighter numbers from twenty-four (24) to twenty-six (26), effective immediately. It is understood that the department will be reviewing and making further recommendations on the appropriate number of full-time and part-time staff for the Fire/Rescue Department.

If you have any questions, please do not hesitate to contact Chief Gerencer or Andrea Dumbrell.

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
ACCESSORY BUILDING				
P19BU0412	TLACHAC PATRICK J	16138 ROBBINS RD	\$7,000	\$89.25
			\$7,000	\$89.25
			<i>Total Permits For Type:</i>	<i>1</i>
ADDITIONS				
P19BU0478	BUTH GARY	14451 160TH AVE	\$76,639	\$635.85
P19BU0484	MARTIN JOHN E-HOLLY L	15297 VINTAGE AVE	\$17,500	\$231.70
			\$94,139	\$867.55
			<i>Total Permits For Type:</i>	<i>2</i>
ADDRESS				
P19AD0131	RUCH JOSEPH-DIANE LIFE ESTATE	14607 WINANS ST	\$0	\$14.00
P19AD0132	WESTRA JOSHUA-EMILIE	12342 LINCOLN FARMS DRIVE PVT	\$0	\$14.00
P19AD0133	PELLEGROM RICHARD D- SUSAN M	17123 LAKE MICHIGAN DR	\$0	\$14.00
			\$0	\$42.00
			<i>Total Permits For Type:</i>	<i>3</i>
AG EXEMPT				
P19AG0004	RUCH JOSEPH-DIANE LIFE ESTATE	14607 WINANS ST	\$0	\$50.00
			\$0	\$50.00
			<i>Total Permits For Type:</i>	<i>1</i>
ALTERATIONS				
P19BU0392	FRENG KEVIN C-MELINDA M	17411 BUCHANAN ST	\$8,500	\$302.25
P19BU0423	WISEN CHRISTOPHER-MORGAN	12557 GOLF ESTATES LN	\$46,700	\$430.35
P19BU0436	STEWART JAMAL	14769 LAKESHORE DR	\$5,500	\$155.00
P19BU0437	AVINK CYNTHIA S	14691 PARK AVE	\$5,000	\$139.25
P19BU0440	ROWLEY LEONARD-KRISTIN	15897 OBRIEN CT	\$5,000	\$89.25
P19BU0447	MILLER MATTHEW-RACHEL	13002 WOODRUSH DR	\$4,000	\$73.50
P19BU0480	KOSS JORI	15074 152ND AVE	\$46,460	\$430.35
			\$121,160	\$1,619.95
			<i>Total Permits For Type:</i>	<i>7</i>
BASEMENT FINISH				
P19BU0410	MARTIN JOHN E-HOLLY L	15297 VINTAGE AVE	\$19,725	\$295.40
P19BU0441	ROTHWELL WILLIAM J-MARIBETH	12702 RETREAT DR PVT	\$25,000	\$279.65
			\$44,725	\$575.05
			<i>Total Permits For Type:</i>	<i>2</i>
COMMERCIAL BUILDING				
P19BU0455	GRAND HAVEN PROFESSIONAL CENTER II	17168 TIMBERVIEW DRIVE	\$698,966	\$5,553.16
P19BU0456	GRAND HAVEN PROFESSIONAL CENTER II	17168 TIMBERVIEW DRIVE	\$524,225	\$4,647.84
			\$1,223,191	\$10,201.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			<i>Total Permits For Type:</i>	<i>2</i>
DECK				
P19BU0421	MEYER ANNA JANE FAMILY TRUST	11055 LAKESHORE DR	\$14,000	\$204.30
P19BU0424	VANDERSTELT STEPHEN-MELISSA	15304 VINTAGE AVE	\$6,100	\$120.75
			\$20,100	\$325.05
			<i>Total Permits For Type:</i>	<i>2</i>
DEMOLITION				
P19DE0015	HEKMAN STEPHEN J-DEBORAH J	15037 LAKE AVE	\$1	\$20.00
P19DE0016	GEBBEN TOBY C- JILL L	12501 JANSMA DR LOT 16	\$1	\$20.00
			\$2	\$40.00
			<i>Total Permits For Type:</i>	<i>2</i>
ELECTRICAL				
P19EL0439	MARTIN JOHN E-HOLLY L	15297 VINTAGE AVE	\$0	\$84.00
P19EL0446	WISEN CHRISTOPHER-MORGAN	12557 GOLF ESTATES LN	\$0	\$64.00
P19EL0455	HOLUB EDWIN	17317 FERRIS ST	\$0	\$64.00
P19EL0456	STEWART JAMAL	14769 LAKESHORE DR	\$0	\$58.00
P19EL0457	VAN WIEREN DAVID L-CANDACE L TRUST	14565 LINCOLN ST	\$0	\$60.00
P19EL0458	GRAND HAVEN PROFESSIONAL CENTER	117168 TIMBERVIEW DRIVE	\$0	\$435.00
P19EL0459	MILLER TERRY	15267 KEVIN ST	\$0	\$60.00
P19EL0460	MILLER MATTHEW-RACHEL	13002 WOODRUSH DR	\$0	\$106.00
P19EL0461	RIVER HAVEN OPERATING COMPANY LLC	13255 WINDING CREEK DR	\$0	\$55.00
P19EL0462	RIVER HAVEN OPERATING COMPANY LLC	14525 TRILLIUM CIRCLE	\$0	\$55.00
P19EL0463	RIVER HAVEN OPERATING COMPANY LLC	14437 TRILLIUM CIRCLE	\$0	\$55.00
P19EL0464	RIVER HAVEN OPERATING COMPANY LLC	14457 CROOKED TREE LN	\$0	\$55.00
P19EL0465	RIVER HAVEN OPERATING COMPANY LLC	14498 CROOKED TREE LN	\$0	\$55.00
P19EL0466	RIVER HAVEN OPERATING COMPANY LLC	13881 PINEWOOD DR	\$0	\$55.00
P19EL0467	RIVER HAVEN OPERATING COMPANY LLC	13645 WINDING CREEK DR	\$0	\$55.00
P19EL0468	RIVER HAVEN OPERATING COMPANY LLC	13905 RIVER HAVEN BLVD	\$0	\$55.00
P19EL0469	RIVER HAVEN OPERATING COMPANY LLC	13209 PINEWOOD DR	\$0	\$55.00
P19EL0470	GRAND HAVEN PROFESSIONAL CENTER	117168 TIMBERVIEW DRIVE	\$0	\$261.00
P19EL0471	BOERMAN MARISSA L	14720 177TH AVE	\$0	\$60.00
P19EL0472	RYCENGA MARIE N	14513 MERCURY DR	\$0	\$106.00
P19EL0473	LANSKY DOUGLAS J-LISA	12244 168TH AVE	\$0	\$293.00
P19EL0474	DIEKEVERS BERNIE	13797 LAKESHORE DR	\$0	\$107.00
P19EL0475	FABER LYNN MARIE	12977 BLACKHAWK AVE	\$0	\$106.00
P19EL0476	BAUVAN LAND COMPANY LLC	17172 MAPLERIDGE DR	\$0	\$325.00
P19EL0477	FETT TIMOTHY-JEANNE	14800 177TH AVE	\$0	\$68.00
P19EL0478	LEWIS BRET A-REBECCA J	11323 SKOGEN LN	\$0	\$127.00
P19EL0479	FIDELMAN CHARLES I	13675 BITTERSWEET DR	\$0	\$60.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P19EL0480	JASENAS DAWN M	15513 COMSTOCK ST	\$0	\$61.00
P19EL0481	ASELLUS-BLUE LANDCO LLC	14786 WINANS ST	\$0	\$75.00
P19EL0482	WIND RIDERS LLC	16881 HAYES ST	\$0	\$76.00
P19EL0483	EAGLE CREEK HOMES LLC	17185 LEGACY DR	\$0	\$212.00
			\$0	\$3,363.00
			<i>Total Permits For Type:</i>	31

FENCE

P19ZL0093	VINK MATTHEW L	15171 LINCOLN ST	\$600	\$40.00
P19ZL0094	TEG 43 NORTH LLC	RIDGEMOOR ST	\$5,850	\$40.00
P19ZL0096	NPR OF AMERICA INC	10999 WEST OLIVE RD BLDG B	\$3,590	\$40.00
P19ZL0099	HARSHA JUSTIN S-JAQUELINE	15163 LINCOLN ST	\$7,699	\$40.00
P19ZL0100	BALL DAVID J-MARY C	11667 168TH AVE	\$9,948	\$40.00
P19ZL0101	JOHNSON DEANNA L	14911 BLUEBIRD LN	\$0	\$40.00
			\$27,687	\$240.00
			<i>Total Permits For Type:</i>	6

MECHANICAL

P19ME0640	MARTIN JOHN E-HOLLY L	15297 VINTAGE AVE	\$0	\$55.00
P19ME0659	STEWART JAMAL	14769 LAKESHORE DR	\$0	\$0.00
P19ME0660	BECK MARK-SUSAN K	15333 HOFMA DR	\$0	\$110.00
P19ME0661	THIRTY-ONE & M-45 LLC	10999 WEST OLIVE RD BLDG B	\$0	\$200.00
P19ME0662	AMBROSE BARBARA	15314 LOST CHANNEL TR	\$0	\$80.00
P19ME0663	JASENAS DAWN M	15513 COMSTOCK ST	\$0	\$110.00
P19ME0664	TREAT JEFFREY D-CAROL	15326 DAVID ST	\$0	\$140.00
P19ME0665	HODGE BARBARA	15044 DEREMO AVE	\$0	\$110.00
P19ME0666	MEYER ETHAN-ALYSSA	12770 LINCOLN FARMS DR	\$0	\$210.00
P19ME0667	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 107 - BLDG F		\$0	\$27.50
P19ME0668	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 108 - BLDG F		\$0	\$27.50
P19ME0669	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 207 - BLDG F		\$0	\$27.50
P19ME0670	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 208 - BLDG F		\$0	\$27.50
P19ME0671	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 307 - BLDG F		\$0	\$27.50
P19ME0672	LAKESHORE GARDENS APARTMENTS LLC 17071 TYSMAN WY 308 - BLDG F		\$0	\$27.50
P19ME0673	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 105 - BLDG F		\$0	\$27.50
P19ME0674	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 106 - BLDG F		\$0	\$27.50
P19ME0675	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 205 - BLDG F		\$0	\$27.50
P19ME0676	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 206 - BLDG F		\$0	\$27.50
P19ME0677	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 305 - BLDG F		\$0	\$27.50
P19ME0678	LAKESHORE GARDENS APARTMENTS LLC 17079 TYSMAN WY 306 - BLDG F		\$0	\$27.50
P19ME0679	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 103 - BLDG F		\$0	\$27.50
P19ME0680	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 104 - BLDG F		\$0	\$27.50

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P19ME0681	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 203 - BLDG F		\$0	\$27.50
P19ME0682	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 204 - BLDG F		\$0	\$27.50
P19ME0683	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 303 - BLDG F		\$0	\$27.50
P19ME0684	LAKESHORE GARDENS APARTMENTS LLC 17087 TYSMAN WY 304 - BLDG F		\$0	\$27.50
P19ME0685	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 101 - BLDG F		\$0	\$27.50
P19ME0686	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 102 - BLDG F		\$0	\$27.50
P19ME0687	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 201 - BLDG F		\$0	\$27.50
P19ME0688	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 202 - BLDG F		\$0	\$27.50
P19ME0689	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 301 - BLDG F		\$0	\$27.50
P19ME0690	LAKESHORE GARDENS APARTMENTS LLC 17095 TYSMAN WY 302 - BLDG F		\$0	\$27.50
P19ME0691	COE WILLIAM-BARBARA	16057 GROESBECK ST	\$0	\$80.00
P19ME0692	RIVER HAVEN OPERATING COMPANY LLC 14437 TRILLIUM CIRCLE		\$0	\$80.00
P19ME0693	RIVER HAVEN OPERATING COMPANY LLC 14457 CROOKED TREE LN		\$0	\$80.00
P19ME0694	RIVER HAVEN OPERATING COMPANY LLC 14498 CROOKED TREE LN		\$0	\$80.00
P19ME0695	RIVER HAVEN OPERATING COMPANY LLC 13881 PINWOOD DR		\$0	\$80.00
P19ME0696	RIVER HAVEN OPERATING COMPANY LLC 13645 WINDING CREEK DR		\$0	\$80.00
P19ME0697	RIVER HAVEN OPERATING COMPANY LLC 13905 RIVER HAVEN BLVD		\$0	\$80.00
P19ME0698	RIVER HAVEN OPERATING COMPANY LLC 13209 PINWOOD DR		\$0	\$80.00
P19ME0699	RIVER HAVEN OPERATING COMPANY LLC 14525 TRILLIUM CIRCLE		\$0	\$80.00
P19ME0700	RIVER HAVEN OPERATING COMPANY LLC 13255 WINDING CREEK DR		\$0	\$80.00
P19ME0701	GRAND HAVEN PROFESSIONAL CENTER III 17168 TIMBERVIEW DRIVE		\$0	\$533.00
P19ME0702	GROSS WALTER D	15387 FERRIS ST	\$0	\$115.00
P19ME0703	GALER MICAH-LISA	15299 WIDGEON RD	\$0	\$110.00
P19ME0704	MEYER ETHAN-ALYSSA	12770 LINCOLN FARMS DR	\$0	\$135.00
P19ME0705	LEWIS BRET A-REBECCA J	11323 SKOGEN LN	\$0	\$55.00
P19ME0706	T BOSGRAAF HOMES LLC	15018 KINGFISHER WAY	\$0	\$135.00
P19ME0707	T BOSGRAAF HOMES LLC	15018 KINGFISHER WAY	\$0	\$220.00
P19ME0708	T BOSGRAAF HOMES LLC	15030 KINGFISHER WAY	\$0	\$220.00
P19ME0709	ANDREADIS LOUIS-APOL ANDREA K	15412 FOREST PARK DR	\$0	\$80.00
P19ME0710	KELLY JULIE M	15180 WESTRAY ST	\$0	\$80.00
P19ME0711	INTERRA HOMES LLC	12634 RIVERTON RD	\$0	\$230.00
P19ME0712	JACOBS TRACEY TRUST	11354 SKOGEN LN	\$0	\$110.00
P19ME0713	T BOSGRAAF HOMES LLC	15030 KINGFISHER WAY	\$0	\$135.00
P19ME0714	FIGURSKI KENNETH	15900 BRUCKER ST	\$0	\$135.00
P19ME0715	T BOSGRAAF HOMES LLC	15048 KINGFISHER WAY	\$0	\$135.00
P19ME0716	EAGLE CREEK HOMES LLC	17185 LEGACY DR	\$0	\$135.00
P19ME0717	T BOSGRAAF HOMES LLC	15048 KINGFISHER WAY	\$0	\$220.00
P19ME0718	T BOSGRAAF HOMES LLC	15064 KINGFISHER WAY	\$0	\$220.00
P19ME0719	EAGLE CREEK HOMES LLC	17185 LEGACY DR	\$0	\$225.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P19ME0720	SMITH FREDERICK A-JENNINE	12988 BOULDERWAY TR	\$0	\$245.00
P19ME0721	TAYLOR ARTHUR K JR-ELIZABETH	12357 168TH AVE	\$0	\$80.00
P19ME0722	FRENCH KARL	14337 168TH AVE	\$0	\$80.00
P19ME0723	MATTHEWS MARK-AMY	11220 OAK GROVE RD	\$0	\$110.00
P19ME0724	MILLER TERRY	15267 KEVIN ST	\$0	\$110.00
P19ME0725	TOOKER RAY TRUST	15492 160TH AVE	\$0	\$80.00
P19ME0726	THOMAS ALISTAIR-JEANNE	13446 GREENLEAF LN	\$0	\$80.00
P19ME0727	SABO MICHAEL T-DENISE J	14124 PAYNE FOREST AVE	\$0	\$85.00
P19ME0728	GLASSER RICHARD B-LEANN TRUST	17874 DEWBERRY PL	\$0	\$80.00
P19ME0729	KOLLER TRUST	13246 HIDDEN CREEK DR	\$0	\$115.00
P19ME0730	VEECK STEWART	15461 WINCHESTER CIR PVT	\$0	\$80.00
P19ME0731	REENDERS KAREN R TRUST	15040 GROESBECK ST 15042	\$0	\$110.00
P19ME0732	RIVER HAVEN OPERATING COMPANY LLC	13399 WINDING CREEK DR	\$0	\$80.00
P19ME0733	BENDER MARY LOU	11355 168TH AVE	\$0	\$80.00
			\$0	\$7,118.00
			<i>Total Permits For Type:</i>	76

PLUMBING

P19PL0286	FRENG KEVIN C-MELINDA M	17411 BUCHANAN ST	\$0	\$135.00
P19PL0297	MARTIN JOHN E-HOLLY L	15297 VINTAGE AVE	\$0	\$63.00
P19PL0305	STEWART JAMAL	14769 LAKESHORE DR	\$0	\$65.00
P19PL0306	LINCOLN STREET HOLDINGS	12677 RIVERTON RD	\$0	\$255.00
P19PL0307	GRAND HAVEN DEVELOPMENT GROUP LLC	4998 COPPER CT	\$0	\$223.00
P19PL0308	BAKER JOSEPH R	15293 161ST AVE	\$0	\$65.00
P19PL0310	GRAND HAVEN PROFESSIONAL CENTER III	17168 TIMBERVIEW DRIVE	\$0	\$615.00
P19PL0311	WEALTHY PROEPRTIES 1 LLC	15100 STICKNEY RIDGE	\$0	\$71.00
P19PL0312	T BOSGRAAF HOMES LLC	14988 KINGFISHER WAY	\$0	\$229.00
P19PL0313	T BOSGRAAF HOMES LLC	15000 KINGFISHER WAY	\$0	\$219.00
P19PL0314	EAGLE CREEK HOMES LLC	17185 LEGACY DR	\$0	\$239.00
P19PL0315	ROSEMA SHIRLEY K-MAKI PATRICIA E	15888 GROESBECK ST	\$0	\$55.00
P19PL0316	RAXTER STEPHEN-ERIKA LIVING TRUST	13389 GREENLEAF LN	\$0	\$55.00
P19PL0317	ROWLEY LEONARD-KRISTIN	15897 OBRIEN CT	\$0	\$131.00
P19PL0318	FABER LYNN MARIE	12977 BLACKHAWK AVE	\$0	\$173.00
P19PL0319	LINCOLN STREET HOLDINGS	15771 BEDFORD DR	\$0	\$255.00
P19PL0320	FETT TIMOTHY-JEANNE	14800 177TH AVE	\$0	\$118.00
P19PL0321	NAJARIAN TRUST	15226 LAKE AVE	\$0	\$138.00
P19PL0322	BAUVAN LAND COMPANY LLC	17172 MAPLERIDGE DR	\$0	\$248.00
P19PL0323	RHEIN JEFFREY T-SUSAN K	10369 MORNINGDEW CT	\$0	\$225.00
			\$0	\$3,577.00
			<i>Total Permits For Type:</i>	20

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
POOL/SPA/HOT TUB				
P19BU0448	CHAPEL KARL R-TANYA J	16159 FERRIS ST	\$69,300	\$587.90
P19BU0449	DIEKEVERS BERNIE	13797 LAKESHORE DR	\$53,000	\$471.45
P19BU0468	BERNARDINI JOHN V-DIANE K	14824 BIRDSONG LN	\$7,200	\$73.50
			\$129,500	\$1,132.85
			<i>Total Permits For Type:</i>	3
REPLACEMENT WINDOWS/DOORS				
P19BU0403	PHILLIP CYNTHIA A	12476 LAKESHORE DR	\$4,195	\$89.25
P19BU0438	EGGERT KRISTOPHER-EMILY	15032 155TH AVE	\$1,988	\$42.00
P19BU0439	MILES GARY P-LORIE J	12755 144TH AVE	\$4,000	\$73.50
P19BU0450	MONARCH KEITH	15075 BIGNELL DR	\$2,358	\$63.00
P19BU0451	SANDRA K OLTHOF TRUST	15327 160TH AVE	\$11,609	\$190.60
P19BU0452	REID DANIEL J	12551 168TH AVE	\$926	\$36.75
P19BU0467	HAWKINS EVERETT L	16240 COMSTOCK ST	\$4,000	\$73.50
			\$29,076	\$568.60
			<i>Total Permits For Type:</i>	7
RE-ROOFING				
P19BU0445	VANDERBERG GILBERT-ALAN TRUST	14445 ANGELUS CIR	\$7,494	\$100.00
P19BU0446	HILLDORE THOMAS	10238 LAKESHORE DR	\$12,045	\$100.00
P19BU0458	LANCASHIRE DAVID P-SUE ANN	17711 TAMARACK LN	\$21,854	\$100.00
P19BU0459	WALCOTT KURT A-SHANNON M	17458 PINE BLUFF CT	\$20,500	\$100.00
P19BU0460	MORROW MATTHEW-WENDY	15043 WILLOWWOOD CT	\$25,500	\$100.00
P19BU0461	GARRISONS PROPERTIES LLC	15329 161ST AVE	\$8,460	\$100.00
P19BU0464	EVERHART EDWARD-CARRIE	12087 BLUEWATER RD	\$4,742	\$100.00
P19BU0469	O'LEARY HEATH-ERIKA	12471 168TH AVE	\$11,955	\$100.00
P19BU0471	KELLY BRIAN R-MARY M	14997 DAVID ST	\$18,340	\$100.00
P19BU0473	COMER RUSSELL III	14715 MERCURY DR	\$12,800	\$100.00
P19BU0475	BRUNKER JEREMIAH	15847 MERCURY DR	\$8,184	\$100.00
P19BU0477	PAPANOLI LLC	17365 HAYES ST	\$9,420	\$50.00
P19BU0479	SHERWOOD MARLIES A	11609 OAK GROVE RD	\$10,900	\$100.00
P19BU0488	BEARDSLEY DEBORAH E	16985 TIMBER DUNES DR	\$13,651	\$100.00
P19BU0489	DERUITER JOSHUA P	15136 DAVID ST	\$12,485	\$100.00
			\$198,330	\$1,450.00
			<i>Total Permits For Type:</i>	15
RE-SIDING				
P19BU0462	HANCOCK TRENTON J-AMY M	15145 178TH AVE	\$12,000	\$100.00
P19BU0476	WEALTHY PROEPRTIES 1 LLC	15100 STICKNEY RIDGE	\$800	\$100.00
P19BU0487	BLYNN WILLIAM M	11943 GARNSEY AVE	\$4,000	\$100.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			\$16,800	\$300.00
			<i>Total Permits For Type:</i>	<i>3</i>
SHED (<200 SQFT)				
P19ZL0095	DYKSTRA DEREK-KIRSTEN	14523 BRIGHAM DR	\$3,461	\$40.00
P19ZL0097	BISHOP RYAN R-KERRI	13363 GREENBRIAR DR	\$1,488	\$40.00
P19ZL0102	ROSEMA BRIAN L-LORI A	13498 GREENBRIAR DR	\$0	\$0.00
			\$4,949	\$80.00
			<i>Total Permits For Type:</i>	<i>3</i>
SINGLE FAMILY DWELLING				
P19BU0435	EAGLE CREEK HOMES LLC	17185 LEGACY DR	\$400,000	\$2,368.40
P19BU0442	BAUVAN LAND COMPANY LLC	17172 MAPLERIDGE DR	\$234,906	\$1,496.60
P19BU0443	LINCOLN STREET HOLDINGS	15771 BEDFORD DR	\$207,250	\$1,334.15
P19BU0444	MEYER ETHAN-ALYSSA	12770 LINCOLN FARMS DR	\$355,000	\$1,895.90
P19BU0454	LANSKY DOUGLAS J-LISA	12244 168TH AVE	\$425,000	\$2,016.65
P19BU0463	LINCOLN STREET HOLDINGS	12680 RIVERTON RD	\$325,812	\$1,979.90
P19BU0465	T BOSGRAAF HOMES LLC	14898 KINGFISHER WAY	\$270,000	\$1,355.15
P19BU0466	T BOSGRAAF HOMES LLC	14882 KINGFISHER WAY	\$290,000	\$1,412.90
P19BU0472	RHEIN JEFFREY T-SUSAN K	10369 MORNINGDEW CT	\$378,979	\$2,893.40
P19BU0485	SIGNATURE LAND DEVELOPMENT CO	14729 PINE DEW DRIVE	\$200,000	\$1,271.15
P19BU0486	SIGNATURE LAND DEVELOPMENT CO	14727 PINE DEW DRIVE	\$235,000	\$1,381.40
			\$3,321,947	\$19,405.60
			<i>Total Permits For Type:</i>	<i>11</i>
VEHICLE SALES				
P19VS0071	EPPLETT RODNEY-BRENDA	12653 144TH AVE	\$0	\$0.00
P19VS0072	BEKINS BARBARA TRUST	15123 168TH AVE	\$0	\$0.00
P19VS0073	HAMES HERBERT R-CATHY L	12914 LAKESHORE DR	\$0	\$0.00
P19VS0074	HOLT SETH H-BARBARA D	15404 HOFMA DR	\$0	\$0.00
P19VS0075	PALMER DAVID-NANCY	14670 MERCURY DR	\$0	\$0.00
P19VS0076	HALL NANCY K	15173 LAKE AVE	\$0	\$0.00
P19VS0077	MORDEN PATRICK-LINDA	168TH AVE	\$0	\$0.00
P19VS0078	LANCASHIRE DAVID P-SUE ANN	17711 TAMARACK LN	\$0	\$0.00
			\$0	\$0.00
			<i>Total Permits For Type:</i>	<i>8</i>
Totals			\$5,238,606	\$51,044.90
			<i>Total Permits In Month:</i>	<i>205</i>

September Enforcement Letters By Category

All enforcement letters sent the previous month

Type of Enforcement Letter	Number Mailed
CORNER CLEARANCE 3	1
DECK WITHOUT PERMIT	1
FENCE - 2ND NOTICE	1
LITTER - 1ST NOTICE	4
LITTER - 2ND NOTICE	1
PARKED ON GRASS - 1ST NOTICE	4
PARKED ON GRASS - 2ND NOTICE	1
RV IN FRONT YARD - 1ST NOTICE	1
SHED - 1ST NOTICE	2
TRASH CAN - 1ST NOTICE	10
TRASH CAN - 2ND NOTICE	3
VEHICLE FOR SALE - 1ST NOTICE	1
VEHICLE IN ROW - 1ST NOTICE	1
VEHICLE IN ROW - 2ND NOTICE	1

Total Letters Sent: 32

Letter.DateFromCreated Between 09/01/2019 AND 0
Letter.LinkFromType = Enforcement

September Open Enforcements By Category Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0264	13376 LAKESHORE DR	1ST NOTICE OF VIOLATION LETTER	09/25/19		
E19CE0266	15801 WINANS ST	1ST NOTICE OF VIOLATION LETTER	09/26/19		

Total Entries: 2

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0257	13797 LAKESHORE DR	PENDING	09/18/19		
E19CE0263	17232 LEGACY DR	COMPLAINT LOGGED	09/23/19		
E19CE0267	14720 177TH AVE	1ST NOTICE OF VIOLATION LETTER	09/27/19		

Total Entries: 3

CORNER CLEARANCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0242	15621 COMSTOCK ST	CLOSED	09/04/19	09/19/19	

Total Entries: 1

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0259	15539 COMSTOCK ST	CLOSED	09/19/19	10/03/19	
E19CE0260	15410 164TH AVE	1ST NOTICE OF VIOLATION LETTER	09/19/19		
E19CE0262	14889 LAKESHORE DR	CLOSED	09/20/19	09/25/19	

Total Entries: 3

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0239	15914 GROESBECK ST	CLOSED	09/03/19	09/20/19	
E19CE0241	14735 LAKESHORE DR	1ST NOTICE OF VIOLATION LETTER	09/04/19		

Total Entries: 2

NOISE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0261	11946 168TH AVE	NO VIOLATION	09/20/19	09/20/19	

September Open Enforcements By Category Monthly Report

Total Entries: 1

OTHER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0258	16840 BUCHANAN ST	NO VIOLATION	09/19/19	09/20/19	

Total Entries: 1

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0243	15192 LAKE AVE	CLOSED	09/05/19	09/19/19	
E19CE0244	SANDSTONE PL	CLOSED	09/05/19	09/12/19	
E19CE0246	17585 TAMARACK LN	1ST NOTICE OF VIOLATION LETTER	09/11/19		
E19CE0256	15165 COLEMAN AVE	1ST NOTICE OF VIOLATION LETTER	09/12/19		

Total Entries: 4

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0247	15362 LOST CHANNEL TR	CLOSED	09/11/19	09/25/19	

Total Entries: 1

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0268		VERBAL WARNING	09/30/19		

Total Entries: 1

TRASH RECEPTACLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0245	14425 LAKESHORE DR	CLOSED	09/11/19	09/25/19	
E19CE0249	15665 HIGH RIDGE DR	2ND NOTICE OF VIOLATION LETTER	09/12/19		
E19CE0250	15244 VINTAGE AVE	2ND NOTICE OF VIOLATION LETTER	09/12/19		
E19CE0251	15269 VINTAGE AVE	CLOSED	09/12/19	09/26/19	
E19CE0252	15280 VINTAGE AVE	CLOSED	09/12/19	09/26/19	
E19CE0253	15304 VINTAGE AVE	CLOSED	09/12/19	09/26/19	
E19CE0254	15292 VINTAGE AVE	1ST NOTICE OF VIOLATION LETTER	09/12/19		

September Open Enforcements By Category Monthly Report

E19CE0255	15329 VINTAGE AVE	CLOSED	09/12/19	09/26/19	
E19CE0265	15283 VINTAGE AVE	1ST NOTICE OF VIOLATION LETTER	09/26/19		

Total Entries: 9

VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
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E19CE0238	14502 LAKESHORE DR	CLOSED	09/03/19	09/19/19	
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Total Entries: 1

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
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E19CE0240	15214 MEADOWS DR	NO VIOLATION	09/03/19	09/12/19	
E19CE0248	17200 ROBBINS RD	1ST NOTICE OF VIOLATION LETTER	09/12/19		

Total Entries: 2

Enforcement.DateFiled Between 9/1/2019 12:00:00 AM
AND 9/30/2019 11:59:59 PM

Total Records: 31

Total Pages: 3

Report Created: 10/03/19

September Closed Enforcements By Category

Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E17CE0428	13498 GREENBRJAR DR	CLOSED	11/16/17	09/04/19	

Total Entries: 1

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0138	15186 160TH AVE	CLOSED	05/14/19	09/04/19	
E19CE0149	15819 LAKE MICHIGAN DR	INVESTIGATION ONLY	05/16/19	09/05/19	

Total Entries: 2

CORNER CLEARANCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0242	15621 COMSTOCK ST	CLOSED	09/04/19	09/19/19	

Total Entries: 1

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E18CE0325	15001 LAKESHORE DR	CLOSED	10/31/18	09/04/19	
E19CE0204	14911 BLUEBIRD LN	RESOLVED	07/01/19	09/30/19	

Total Entries: 2

HOME OCCUPATION

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0227	12236 LAKESHORE DR	RESOLVED	08/06/19	09/17/19	08/07/2019 \$500 CITATION

Total Entries: 1

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0262	14889 LAKESHORE DR	CLOSED	09/20/19	09/25/19	

Total Entries: 1

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0239	15914 GROESBECK ST	CLOSED	09/03/19	09/20/19	

September Closed Enforcements By Category Monthly Report

Total Entries: 1

NOISE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0261	11946 168TH AVE	NO VIOLATION	09/20/19	09/20/19	

Total Entries: 1

OTHER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0258	16840 BUCHANAN ST	NO VIOLATION	09/19/19	09/20/19	

Total Entries: 1

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0243	15192 LAKE AVE	CLOSED	09/05/19	09/19/19	
E19CE0244	SANDSTONE PL	CLOSED	09/05/19	09/12/19	

Total Entries: 2

RECREATION VEHICLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0234	13524 HIDDEN CREEK DR	CLOSED	08/27/19	09/04/19	
E19CE0247	15362 LOST CHANNEL TR	CLOSED	09/11/19	09/25/19	

Total Entries: 2

SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0229		CLOSED	08/08/19	09/04/19	
E19CE0232	15191 168TH AVE	CLOSED	08/15/19	09/12/19	

Total Entries: 2

TRASH RECEPTACLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0245	14425 LAKESHORE DR	CLOSED	09/11/19	09/25/19	
E19CE0251	15269 VINTAGE AVE	CLOSED	09/12/19	09/26/19	
E19CE0252	15280 VINTAGE AVE	CLOSED	09/12/19	09/26/19	

September Closed Enforcements By Category Monthly Report

E19CE0253	15304 VINTAGE AVE	CLOSED	09/12/19	09/26/19
E19CE0255	15329 VINTAGE AVE	CLOSED	09/12/19	09/26/19

Total Entries: 5

VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0237	16315 COMSTOCK ST	CLOSED	08/29/19	09/12/19	
E19CE0238	14502 LAKESHORE DR	CLOSED	09/03/19	09/19/19	

Total Entries: 2

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E04CE0037	15329 VINTAGE AVE	EXPIRED - CLOSED BY STAFF	02/18/04	09/12/19	02/21/2004 LETTER SENT TO OWNER
E07CE0870	13675 LAKESHORE DR	EXPIRED - CLOSED BY STAFF	10/16/08	09/19/19	
E17CE0325	12067 FOREST BEACH TRL P	CLOSED	09/12/17	09/27/19	
E19CE0240	15214 MEADOWS DR	NO VIOLATION	09/03/19	09/12/19	

Total Entries: 4

Enforcement.DateClosed Between 9/1/2019 12:00:00 AM
AND 9/30/2019 11:59:59 PM

Total Records: 28

Total Pages: 3

Report Created: 10/03/19



Empowering Business. Building Community.
Established in 1899

October 2, 2019

Bill Cargo
Grand Haven Charter Township
13300 168th Ave
Grand Haven, MI 49417

Subject: Q3 2019 Economic Development Activity

Bill,

Below is a quarterly summary of how I have supported Grand Haven Township's Economic Development efforts.

Retention Visits:

- Alumi-Tec
- Loftis Machine
- Attempt: H & H Enterprises
- Attempt: Global Technologies
- Attempt: Creative Plastics
- Attempt: CMA
- Attempt: Haven Manufacturing
- Attempt: Heyboer Transformations
- Attempt: Ottawa Corporation

Publications issued:

- Manufacturing Matters – July 2019
- Manufacturing Matters – September 2019
- Business Intelligence Report with Lakeshore Advantage – September 2019

The Chamber of Commerce Grand Haven, Spring Lake, Ferrysburg
Economic Development | Training Connections | Business & Education Partnerships

One South Harbor Drive, Grand Haven, MI 49417 | p 616.842.4910 | f 616.842.0379 | grandhavenchamber.org



Events / Meetings:

- Strategic Planning Preparation – Fire & Rescue (July 2019)
- Strategic Planning Facilitation – Fire & Rescue (July 2019)
- Strategic Planning Preparation – Fire & Rescue (September 2019)
- Strategic Planning Facilitation – Fire & Rescue (September 2019)
- SBA Connections (August 2019)
- Region 4 Economic Developers Collaboration Meeting (August 2019)
- Attended Advanced Manufacturing Expo (August 2019)
- PTAC Connections (September 2019)
- Manufacturers Roundtable (July 2019)
- Manufacturers Roundtable (September 2019)
- HR Roundtable (July 2019)

Miscellaneous:

- Shared EGLE Grant Opportunity for Invasive Species
- Shared Tire Cleanup Grant Opportunity

Please keep in mind that Nancy Manglos and Joy Gaasch also engage with Economic Development activities, and the above items do not consider any of their activities for the quarter. Please let me know if you have specific questions or concerns with any company in the area that I should address.

Thank you,

A handwritten signature in blue ink, appearing to read 'Elizabeth Butler', is written over a light blue circular stamp.

Elizabeth Butler

Director of Economic Development Strategic Directions