WORK SESSION – 6:00 P.M.
1. Closed Session – Discussion of Preliminary Settlement Offer (GHT vs. Swiftney)
2. Discussion – Short-Term Rentals

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 February 10, 2020, Regular Board Minutes
2. Approve Payment of Invoices in the amount of $511,928.33 (A/P checks of $387,842.13 and payroll of $124,086.20)
3. Approve Engineering Agreement with Prein & Newhof and Design Forum for Lobby Roof Leaks ($8,950)
4. Approve Low Bid for Connecting Municipal Water to Township Parks ($45,254)
5. Approve Bid Documents for Lakeshore Pathway Resurfacing
6. Approve Proclamation for National Library Week 2020

VI. OLD BUSINESS
1. Approve Resolution 20-02-02 – Approving Budget Amendments Carrying Forward FY 2019 Projects Scheduled to be Complete in FY2020
2. Approve Resolution 20-02-03 – Approving Updated Poverty Exemption Figures
3. Approve Inter-Connection Agreement Between NOWS & West Michigan Regional Water Authority

VII. NEW BUSINESS
1. Discussion Only – Request to Participate in Erosion Control – Brucker Road End
2. Discussion Only – Donation Request for Pigeon Creek Schoolhouse

VIII. REPORTS AND CORRESPONDENCE
1. Committee Reports
2. Manager’s Report
   a. January Public Services Report
   b. January 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.
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: Meeusen, Gignac, Behm, Redick, Kieft, Reenders
Board members absent: Larsen

Also, present were Manager Cargo, Community Development Director Fedewa, and Finance Director Sandoval.

Motion by Trustee Meeusen and seconded by Trustee Redick to appoint Treasurer Kieft as the Temporary Clerk for tonight's Board meeting. Which motion carried.

IV. APPROVAL OF MEETING AGENDA
Motion by Treasurer Kieft and seconded by Trustee Gignac to approve the meeting agenda. Which motion carried.

V. APPROVAL OF CONSENT AGENDA
1. Approve January 27, 2020, Regular Board Minutes
2. Approve Payment of Invoices in the amount of $456,418.66 (A/P checks of $352,520.28 and payroll of $103,898.38)
3. Approve 1-Year Planning Services Contract with Spring Lake Village
4. Approve Sounds of Summer License Agreement

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

VI. OLD BUSINESS
1. Motion by Treasurer Kieft supported by Trustee Behm to present and postpone the New Zoning Ordinance and Zoning Map. Further action will be postponed until March 9, 2020 when the ordinance will be considered for adoption. This is a first reading. Which motion carried.

VII. NEW BUSINESS
1. Motion by Trustee Redick supported by Trustee Behm approve Resolution 20-02-01, authorizing changes to the Credit Card Policy, as submitted. Which motion carried pursuant to the following roll call vote:
   Ayes: Reenders, Redick, Kieft, Gignac, Behm, Meeusen
Nays: 
Absent: Larsen

VIII. REPORTS AND CORRESPONDENCE
a. Committee Reports – It was noted that the Personnel Committee for February is cancelled.
b. Manager’s Report, which included:
   i. FEMA CRS Progress Report on Hazard Mitigation Plan
   ii. January Building Report
   iii. January Ordinance Enforcement Report
c. Others

IX. PUBLIC COMMENTS
1. Richard Barber (2685 Wild Coyote Trail, Galesburg) spoke regarding his STR on Lakeshore Drive.
2. Marcie Barber (2685 Wild Coyote Trail, Galesburg) spoke regarding her STR on Lakeshore Drive.
3. Meghan Haas (101 North Third Street, Grand Haven) informed the Board that the Tribune would be moving to a different facility.

X. ADJOURNMENT
Motion by Trustee Gignac and seconded by Trustee Behm to adjourn the meeting at 7:31 p.m. Which motion carried.

Respectfully Submitted,

William Kieft III
Grand Haven Charter Township Temporary Clerk

Mark Reenders
Grand Haven Charter Township Supervisor
SUPERINTENDENT'S MEMO

DATE: February 19, 2020

TO: Township Board

FROM: Cargo

SUBJECT: Short-Term Rental (STR) Regulations

At the January 13th Board work session, the Board provided direction to staff regarding amendments to the ordinances regulating Short-Term Rentals (STRs). Attached, please find the following three items:

- Short-Term Rental Regulation Ordinance that includes the changes recommended by the Board at the last work session;
- Zoning Text Amendment Ordinance regarding STRs that uses an “Overlay Zone” approach; and,
- STR Overlay Zone map.

At this stage, the staff have produced three (3) STR maps to illustrate where STRs would be allowed – pursuant to the Special Land Use application process.

Map #1 prohibits STRs in developments that are “traditional” subdivisions or platted developments.

Map #2 is slightly less restrictive insomuch as it prohibits STRs in traditional subdivisions or platted developments – but allows STRs to occur in developments that have active Associations that can oversee and regulate STRs.

Map #3 is the newly created Overlay Zone STR map. This map is the most restrictive of the three (3) maps prohibiting STRs in traditional subdivisions, platted developments and on most other lots; but, because the map is not defined by zoning text amendments – the Overlay Zone approach provides the Board with the most flexibility in defining where STRs will be allowed.

For example, through public testimony, it was noted that the single-family lot at 14873 Mercury Drive has three (3) residential structures and that some of these structures are used for STRs. Further, staff research indicates that this non-conforming use existed since the 1940s and prior to zoning. In addition, the Township has allowed these non-conforming structures to be improved through the building permit process. Given these facts, staff have allowed this non-conforming, single-lot lot to qualify for an STR using the proposed Overlay Map.
Another example is a Lakefront residential development. About 23 of the lots located in the dunes are covered by the Shore Acres Association – which can have STRs pursuant to the Overlay Zone map. But, STRs are prohibited in the remainder of this residential development that is not located adjacent to Lake Michigan and whose members have testified against STRs.

Again, the strength of the Overlay approach is the flexibility that it will allow. More specifically, based upon public testimony, the Board could also decide to “grandfather” or allow certain pre-existing STRs based upon specific, unique circumstances that might exist for the property or owners.

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 six but not more than 14 days, not to
exceed 14 days total in a calendar year. The minimum rental period of six days is
reduced to three days during the period after Labor Day and before the next succeeding Memorial Day.

(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 six but less than 28 days. The minimum rental period of at least six days is reduced to three days during the period after Labor Day and before the next succeeding Memorial Day. 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. This definition absolutely prohibits Rentals of less than six days.

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) 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) 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) The Owner shall provide the contact person’s information in writing to the Owners of the property within 300 feet of the Premises.

(e) 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) Occupants shall not encroach on neighboring properties.

(g) 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) Campfires shall be maintained in designated fire pits and comply with applicable fire codes.

(i) 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) 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) 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) A Dwelling may not be occupied as a Short-Term Rental for more than 16 weeks in a calendar year.

(m) Any Dwelling occupied as a Short-Term Rental shall have public water service and public sanitary sewer service, or if it does not have either or both, any water well or septic system serving the Dwelling must be inspected by and approved by the Ottawa County Department of Public Health for use with a Short-Term Rental. Specifically, any water well serving the Dwelling must be upgraded from a residential class II to class III. No Dwelling used as a Short-Term Rental may have a shared water well or shared septic system with another building.

(n) The Owner of a Short-Term Rental shall provide the Township with written confirmation that the Short-Term Rental is insured as a commercially rented property with coverage of at least $1,000,000.00 during all times the Owner’s Dwelling is used as a Short-Term Rental.

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.
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             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 ADD THE SHORT-TERM RENTAL OVERLAY ZONE AND 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 six (6) days but not more than fourteen (14) days, not to exceed fourteen (14) days total in a calendar year. The minimum rental period of six (6) days is reduced to three (3) days during the period after Labor Day and before the next succeeding Memorial Day.

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 six (6) days but less than twenty-eight (28) days. The minimum rental period of at least six (6) days is reduced to three (3) days during the period after Labor Day and before the next succeeding Memorial Day. 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. Short-Term Rental Overlay Zone. Chapter 15B of the Zoning Ordinance shall be added and shall state in its entirety as follows.

SECTION 15B.01 FINDINGS AND STATEMENT OF PURPOSE

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 the Short-Term Rental Overlay Zone.

SECTION 15B.02 PERMITTED USES

The uses permitted in the Short-Term Rental Overlay Zone shall be the uses permitted in the underlying zoning district, plus Short-Term Rentals as special land uses.

SECTION 15B.03 DESIGN REQUIREMENTS

The design requirements of the underlying zoning district shall apply to the Short-Term Rental Overlay Zone.

SECTION 15B.04 PROPERTY INCLUDED IN THE SHORT-TERM RENTAL OVERLAY ZONE

The property in the Township included in the Short-Term Rental Overlay Zone is illustrated in the diagram attached as Exhibit A, to be added to the zoning map.

Section 4. Special Land Use Standards. Section 19.07.38A of the Zoning Ordinance shall be added and shall state in its entirety as follows.

38A. Short-Term Rentals.
   A. A Short-Term Rental must be located in the Short-Term Rental Overlay Zone.
   B. A Short-Term Rental must comply with the Township’s Rental Regulation Ordinance, as now or subsequently amended.

Section 5. Rental Regulations. Section 20.27 of the Zoning Ordinance shall be added and shall state in its entirety as follows.

SECTION 20.27 RENTAL REGULATIONS

1. 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.
2. Rentals that are longer than and thus do not qualify as 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.

3. 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 6. 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 ______________, 2020, 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 ______________, 2020. This Ordinance shall be effective on ______________, 2020, 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  
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 ______________, 2020. 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 ______________, 2020.

Laurie Larsen, Clerk  
Grand Haven Charter Township
Proposed Short Term Rental Map
Eligible Land vs. Non-Eligible Land
Level of Restriction = Overlay Zone

Legend
- STR Listings
- STR - Eligible
- STR - Not Eligible

51 STR Listings
- 23 Eligible (green color)
- 28 Not Eligible (red color)
Manager’s Memo

DATE: February 17, 2020

TO: Township Board

FROM: Bill

RE: Roof Repair of Administrative Building – Engineering Agreement

As you may recall, the FY 2020 budget appropriates $60k to address the roof leaks in the lobby of the administration building and above the finance clerks' work area – with $10k of that total for design and bid services.

The attached engineering agreement with Prein & Newhof and Design Forum, Inc. is for $8,950 – which is about $1k below the budget estimate.

If the Board agrees and continues to support this project as budgeted, the following motion can be offered:

Move to authorize the Township Superintendent to execute an Engineering Agreement with Prein & Newhof / Design Forum, Inc. for design, bid and construction services to repair roof leaks in the Administrative Building above the Lobby and Finance Clerks' work areas at a cost not-to-exceed $8,950.

If you have any questions or comments, please contact Cargo.
February 13, 2020
2190765

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

RE: Administration Building Roof Repairs

Dear Mr. Cargo:

The Township plans to address the roof leaks in the lobby of the administration building. We have been working with our subconsultant, The Design Forum Inc., to provide evaluation of the leaks and review proposed solutions to address the issue. We will work together to complete plans and specifications along with bidding and construction assistance for the project.

**Professional Services**

Our proposed services shall include the following:

*Design Engineering and Construction Engineering*

- Conduct site investigation to confirm existing conditions
- Prepare bidding documents, construction drawings, specifications and construction contract documents
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Attend a preconstruction meeting with Township and Contractor
- Provide three construction observation visits to review contractor’s work during construction and at completion of the project
- Prepare payment applications (2 anticipated) throughout the duration of the project.
- Prepare record drawings and review operation and maintenance manuals provided by the Contractor

**Fee Estimate**

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<th>Design Forum</th>
<th>Prein&amp;Newhof</th>
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<tr>
<td>Total</td>
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We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed $8,950. Permit fees are not included in scope of services.
We will perform these services in accordance with our Professional Service Agreement approved February 26, 2018.

**Additional Services**

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services. The fees for additional engineering services will be established according to our Current Fee Schedule.

Sincerely,

**Prein&Newhof**

[Signature]

Kevin S. Kieft, P.E.

KSK/ksk

cc: Mark VerBerkmoes, Grand Haven Charter Township
Manager’s Memo

DATE: February 18, 2020

TO: Township Board

FROM: Bill

RE: Municipal Water Connection to Parks – Construction Contract

As you may recall, the FY 2020 budget appropriates $138,000 to install municipal water at three Township parks (i.e., Hofma Park, Hofma Preserve and Pottawattomie Park). These projects were included in the budget due to the difficulty of achieving the public health requirements for a public municipal well (i.e., achieving “clean” samples with the older, shallow wells).

Bids for the connection to municipal water (as opposed to trying to rehabilitate these wells) were opened on February 14th with the low bid being $45,254. This is about $92k under budget. This is because a determination was made to use copper service lines for all three locations as opposed to installing water main for the Hofma Preserve location and copper service lines at the other two locations.

If the Board agrees and continues to support project, the following motion can be offered:

Move to authorize the Township Superintendent to execute a construction agreement with Custom Trenching, Inc. of Zeeland for the connection of municipal water at the Hofma Park, Hofma Preserve, and Pottawattomie Park locations at a bid cost of $45,254.

If you have any questions or comments, please contact Cargo.
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Pottawattomie Park</th>
<th>Hofma Park</th>
<th>Hofma Preserve</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Trenching Inc.</td>
<td>$10,648.00</td>
<td>$11,858.00</td>
<td>$22,748.00</td>
<td>$45,254.00</td>
</tr>
<tr>
<td>DeWitt Trenching Contractors Inc.</td>
<td>$11,000.00</td>
<td>$23,500.00</td>
<td>$12,250.00</td>
<td>$46,750.00</td>
</tr>
<tr>
<td>Tiles Excavating Inc.</td>
<td>$12,045.00</td>
<td>$13,388.75</td>
<td>$25,482.50</td>
<td>$50,916.25</td>
</tr>
<tr>
<td>(provided no similar work and references)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lee's Trenching Service Inc.</td>
<td>$16,500.00</td>
<td>$35,250.00</td>
<td>$18,375.00</td>
<td>$70,125.00</td>
</tr>
</tbody>
</table>
Manager’s Memo

DATE: February 19, 2020

TO: Township Board

FROM: Cargo

RE: Lakeshore Non-Motorized Pathway - Approve Bid Documents

As you may recall, the FY2020 Budget appropriates about $405k to repair, replace and resurface a portion of the Lakeshore Drive pathway between Hayes Street and Ferris Street and to repair/replace sections of retaining walls and fencing.

Prien & Newhof have completed the project specifications and construction plans. The most recent construction estimate is $425k for this project.

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). (This was done to reduce paper waste.)

Therefore, the proposed bid specifications and construction plans for the proposed for pathway resurfacing/repairs will be available for review at the February 24th Board meeting.

Staff also notes that the construction schedule is as follows:

- February 24th: Board approval of bid documents
- February 26th through March 17th: Bid Advertisement Period
- March 17th: Bid Opening
- March 24th: Board awards bid
- November 1st: Construction completion

Staff also noted that the OCRC is planning to mill 3-inches from Lakeshore Drive between Rosy Mound and Buchanan Street and fill with new bituminous asphalt during this same period. The Township and OCRC will coordinate these construction projects … and construction not begin until the end of the current school year.

If there are no objections to plans or specifications, the following motion can be offered:
Move to approve the proposed plans and specifications for the repair, replacement and resurfacing of the pathway and certain retaining walls and fences along the Lakeshore Drive pathway between Hayes Street and Ferris Street.

If you have any questions or comments, please contact Cargo.
National Library Week 2020
Proclamation

WHEREAS, today's libraries are not just about books but what they do for and with people;

WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses;

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect;

WHEREAS, libraries and librarians build strong communities through transformative services, programs and expertise;

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

WHEREAS, libraries promote civic engagement by keeping people informed and aware of community events and issues;

WHEREAS, librarians and library workers partner with other civic organizations to make sure their community's needs are being met;

WHEREAS, libraries and librarians empower their communities to make informed decisions by providing free access to information;

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that we, the Board of Grand Haven Charter Township, proclaim National Library Week, April 7-13, 2019. I encourage all residents to visit the library this week and explore what's new at your library and engage with your librarian. Because of you, Libraries Transform.

__________________________________
Mark Reenders, Supervisor

__________________________________
Laurie Larsen, Clerk

__________________________________
Ron Redick, Trustee

__________________________________
David Gignac, Trustee

__________________________________
William Kieft III, Treasurer

__________________________________
Cal Meeusen, Trustee

__________________________________
Howard Behm, Trustee
SUPERINTENDENT'S MEMO

DATE: February 19, 2019

TO: Township Board

FROM: Cargo and Sandoval

SUBJECT: Budget Amendments – Carry Forward Projects from FY2019

Attached, please find the proposed budget amendments that mainly reflect carry-forward projects from FY 2019 into FY 2020 and the resolution necessary to adopt the changes.

1) The General Fund expenditures are increased by $129,060, which reflect the following projects:
   a. Building and Grounds expenditures are increased by $33,330 because of the administrative building roof repair project (i.e., $10,330) being completed in 2020 and additional funds for carpet replacement (i.e., $24,000);
   b. Cemetery expenditures are increased by $84,730 because of the late start of the Historic Cemetery expansion project, which was not completed in 2019; and,
   c. Parks expenditures are increased by $10,000 because of the security camera update project not being completed in 2019.

The designated fund balance of the General Fund remains at $650,000. These monies are set aside for future park improvement projects.

The undesignated fund balance of the General Fund is expected to be about $1.8 million at the end of FY2020 after the budget amendments are adopted. This exceeds the Board stated goal of $1.6 million for the General Fund undesignated fund balance … and the Board may decide to designate another $100k for the designated General Fund fund balance. (However, this decision should not be finalized until after the FY 2019 financial audit.)

2) The Fire/Rescue Fund expenditures are increased by $162,470 because only one of the scheduled two payments for the new pumper truck being made during 2019.

The undesignated fund balance of the Fire Fund will be an estimated $253,800 after the budget amendments are adopted. This is sufficient to meet the Capital Improvement Plan for the department with regard to future capital purchases.
3) The Pathway Fund expenditures are increased by $31,340 because of punch list items that were not completed by the contractor in FY 2019.

The fund balance of the Pathway Fund will be an estimated $681k at the end of FY2020. These cash reserves will be used to create another connection between Lincoln Street and Ferris Street – likely during FY2021.

4) The Sewer Fund expenditures are increased by $15,000 because of SCADA work to be completed regarding the upgrade of the sewer lift station at US-31 and M-45 that was not completed in 2019.

The fund balance of the Sewer Fund will be an estimated $2.1 million at the end of FY2020. This is considered to be a very healthy reserve for this enterprise fund.

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

**Move to adopt Resolution 20-02-02 that adopts the “Carry Forward” budget amendments for fiscal year 2020.**

If you have any questions or comments, please contact either Cargo or Sandoval at your convenience.
General Fund Revenues (No Changes)

<table>
<thead>
<tr>
<th>Dept. Group 265 - Building &amp; Grounds</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>970.000</td>
<td>3,965,770</td>
<td>3,965,770</td>
<td>0</td>
</tr>
<tr>
<td>Capital Outlay - (Carryover from 2019)</td>
<td>84,000</td>
<td>118,330</td>
<td>34,330</td>
</tr>
<tr>
<td>Replace section of Admin Bldg Roof ($10,330)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace carpet in Admin Bldg ($24,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>306,820</td>
<td>341,150</td>
<td>34,330</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. Group 276 - Cemetery</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>970.000</td>
<td>3,965,770</td>
<td>3,965,770</td>
<td>0</td>
</tr>
<tr>
<td>Capital Outlay - (Carryover from 2019)</td>
<td>6,000</td>
<td>90,730</td>
<td>84,730</td>
</tr>
<tr>
<td>Historic Cemetery Expansion ($74,730)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Historic Cemetery Irrigation ($10,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>165,650</td>
<td>250,380</td>
<td>84,730</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept. Group 751 - Parks</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>970.000</td>
<td>3,965,770</td>
<td>3,965,770</td>
<td>0</td>
</tr>
<tr>
<td>Capital Outlay - (Carryover from 2019)</td>
<td>21,000</td>
<td>31,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Update security cameras - (Contract for installation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>308,380</td>
<td>318,380</td>
<td>10,000</td>
</tr>
</tbody>
</table>

TOTAL GENERAL FUND EXPENDITURES

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,965,770</td>
<td>3,965,770</td>
<td>0</td>
</tr>
<tr>
<td>118,330</td>
<td>118,330</td>
<td>0</td>
</tr>
<tr>
<td>34,330</td>
<td>34,330</td>
<td>0</td>
</tr>
<tr>
<td>341,150</td>
<td>341,150</td>
<td>0</td>
</tr>
<tr>
<td>306,820</td>
<td>306,820</td>
<td>0</td>
</tr>
<tr>
<td>90,730</td>
<td>90,730</td>
<td>0</td>
</tr>
<tr>
<td>165,650</td>
<td>165,650</td>
<td>0</td>
</tr>
<tr>
<td>250,380</td>
<td>250,380</td>
<td>0</td>
</tr>
<tr>
<td>84,730</td>
<td>84,730</td>
<td>0</td>
</tr>
<tr>
<td>308,380</td>
<td>308,380</td>
<td>0</td>
</tr>
<tr>
<td>318,380</td>
<td>318,380</td>
<td>0</td>
</tr>
<tr>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
</tr>
<tr>
<td>129,060</td>
<td>129,060</td>
<td>0</td>
</tr>
</tbody>
</table>

TOTAL GENERAL FUND EXPENDITURES

4,011,790 4,140,850 129,060

GENERAL FUND - FUND BALANCE:

Projected Fund Balance at 12/31/19 (Unaudited) 2,631,690

2020 Revenue

Total Revenue budget amendments 0

2020 Amended Revenue 3,965,770

2020 Expenditures

Total Expense budget amendments 129,060

2020 Amended Expenditures 4,140,850

Net Budget Amendments (129,060)

Projected Total Fund Balance - 12/31/20 2,456,610

Projected Undesignated Fund Balance - 12/31/20 1,806,610

Projected Designated Fund Balance - 12/31/20 650,000
Fire Fund Revenues (No Changes)

<table>
<thead>
<tr>
<th>Description</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL FIRE/RESCUE FUND REVENUE</td>
<td>1,503,350</td>
<td>1,503,350</td>
<td>0</td>
</tr>
</tbody>
</table>

Dept. Group 336 - Fire/Rescue Department

- Capital Outlay - Fire Truck (3 pmts in 2020)
  - 970,000
  - 435,500
  - 597,970
  - 162,470

TOTAL FIRE DEPT. EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL FIRE DEPT. EXPENDITURES</td>
<td>1,689,640</td>
<td>1,852,110</td>
<td>162,470</td>
</tr>
</tbody>
</table>

FIRE DEPARTMENT FUND BALANCE:

Projected Fund Balance at 12/31/19 (Unaudited) 602,570

- 2020 Revenue 1,503,350
  - Total revenue budget amendments 0
  - 2020 Amended Revenue 1,503,350

- 2020 Expenditures 1,689,640
  - Total expense budget amendments 162,470
  - 2020 Amended Expenditures 1,852,110

Net Budget Amendments (162,470)

Projected Total Fund Balance - 12/31/20 253,810
GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
PATHWAY FUND  
February 24, 2020  

Pathway Fund Revenues (No Changes)  

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>953,620</td>
<td>953,620</td>
<td>0</td>
</tr>
</tbody>
</table>

TOTAL PATHWAY FUND REVENUE  

Dept. Group 000 - Pathway Department  
970.000 Capital Outlay - (Carryovers from 2019)  
Bike Path Extension - Lincoln & 144th (Retainage)  
425,000 456,340 31,340  

TOTAL PATHWAY FUND EXPENDITURES  

953,430 984,770 31,340  

PATHWAY FUND - FUND BALANCE:  

Projected Fund Balance at 12/31/19 (Unaudited) 712,796  
2020 Revenue 953,620  
Total Revenue budget amendments 0  
2020 Amended Revenue 953,620  
2020 Expenditures 953,430  
Total Expense budget amendments 31,340  
2020 Amended Expenditures 984,770  

Net Budget Amendments (31,340)  
Projected Total Fund Balance - 12/31/20 681,646
GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
SEWER FUND  
February 24, 2020

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
</table>

Sewer Fund Revenues (No Changes)

**TOTAL SEWER FUND REVENUE**

<table>
<thead>
<tr>
<th>Category</th>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. Group 590.537 - Sewer Fund</td>
<td>875,780</td>
<td>875,780</td>
<td>0</td>
</tr>
<tr>
<td>970.000  Capital Outlay - (Carryovers from 2019)</td>
<td>78,350</td>
<td>93,350</td>
<td>15,000</td>
</tr>
<tr>
<td>Finish upgrade of Weyburn Lift Station (Radios and Programming)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SEWER FUND EXPENDITURES**

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>+ or (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>797,020</td>
<td>812,020</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**SEWER FUND CASH RESERVES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Cash Reserves at 12/31/19 (Unaudited)</td>
<td>2,047,606</td>
</tr>
<tr>
<td>2020 Revenue</td>
<td></td>
</tr>
<tr>
<td>Total Revenue budget amendments</td>
<td>0</td>
</tr>
<tr>
<td>2020 Amended Revenue</td>
<td>875,780</td>
</tr>
<tr>
<td>2020 Expenditures</td>
<td>797,020</td>
</tr>
<tr>
<td>Total Expense budget amendments</td>
<td>15,000</td>
</tr>
<tr>
<td>2020 Amended Expenditures</td>
<td>812,020</td>
</tr>
<tr>
<td><strong>Net Budget Amendments</strong></td>
<td><strong>(15,000)</strong></td>
</tr>
<tr>
<td>Projected Unassigned Cash Reserves - 12/31/20</td>
<td>2,111,366</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 20-02-02

WHEREAS, Grand Haven Charter Township has formally adopted the 2020 fiscal year budget;

WHEREAS, the Grand Haven Charter Township Board of Trustees have determined that the proposed attached amendments to this budget are necessary to comply with the requirements of the State of Michigan and to properly account for FY2019 projects that will be carried forward in FY2020;

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

SECTION 1:

This resolution shall be known as the Grand Haven Charter Township 2020 Project Carry-Forward Budget Amendments.

SECTION 2:

The list of attached amendments to the 2020 fiscal year budget are found to be acceptable and are adopted by the Board.

SECTION 3:

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

AYES:
NAYS:
ABSENT:

ABSENT AND NOT VOTING:

RESOLUTION DECLARED: ADOPTED.

The motion carried and the resolution was duly adopted on February 20, 2020.

Laurie Larsen, Township Clerk
Dated: February 20, 2020
Director of Assessing

DATE: February 19, 2020

To: Grand Haven Charter Township Board

FROM: Roger Schmidt

RE: Resolution for Updated Poverty Exemption.

Pursuant to state law (i.e., MCL 211.7U), Grand Haven Charter Township is required to adopt an updated Poverty Exemption policy and asset test on an annual basis, which will be used to approve or deny poverty exemption applications.

Attached, please find Resolution 20-02-03 that updates the poverty exemption policies as found in Section 7.7 of the Administrative Policies and Procedures Manual.

The new guidelines are substantially similar to current; but, includes updated federal poverty income guidelines (2020) and requires both owners and occupants to supply income verification through income tax returns.

During the past four years, Grand Haven Charter Township has only granted one Poverty Exemption for one year.

To approve the attached resolution, the following motion can be offered:

Move to approve and adopt Resolution 20-02-03 that updates the Township’s Poverty Exemption Policies pursuant to requirements of state law.

If you have any questions or comments, please contact me at your convenience.
At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 24th day of February 2020 at 7:00 p.m. The meeting was held at the Township of Grand Haven, 13300 168th Avenue, Grand Haven, Michigan.

PRESENT:

ABSENT:

After certain matters of business had been discussed, Supervisor Reenders announced that the next order of business was the consideration of a resolution to update Section 7.7 of the Administrative Policies and Procedures Manual regarding the granting of Poverty/Hardship Exemptions. Following discussion, the following resolution was offered by Supervisor Reenders and supported by

RESOLUTION NO. 020-02-03

GUIDELINE RESOLUTION FOR POVERTY EXEMPTION

WHEREAS, the adoption of guidelines for poverty exemptions is required of the Township Board; and

WHEREAS, the principal residence of persons who, the Supervisor/Assessor and/or Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the Charter Township of Grand Haven, Ottawa County has discussed and reviewed the following guidelines in Section 7.7 – “Granting Poverty/Hardship Exemptions” that the Grand Haven Charter Township Board of Review will implement.

NOW, THEREFORE, be it resolved that the Section 7.7 – “Granting Poverty/Hardship Exemptions” of the Grand Haven Township’s Administrative Policies and Procedures Manual is hereby replaced in its entirety by the following, to become effective immediately:

“7.7 GRANTING POVERTY/HARDSHIP EXEMPTIONS

In order to comply with the General Property Tax Act, P.A. 206 of 1893 as amended, Section 211.7u, which reads, in part, that “the principal residence of persons who, in the judgment of the Supervisor and Board of review, by reason of poverty, are unable to contribute toward the public charges is exempt from taxation under this act”, the following policy for applicants requesting consideration for poverty exemptions will be followed:

To be eligible, a person shall do all the following on an annual basis:

1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2) File a poverty exemption application with the Supervisor/Assessor or Board of Review (BOR), accompanied by federal and state income tax returns for all owners and persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.

3) File a poverty exemption application reporting the combined assets of all persons in the household. Assets include, but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, cash on hand, etc.

4) Produce a valid driver’s license or other form of identification, if requested.

5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.

6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services. (See table below.)

<table>
<thead>
<tr>
<th>Size of Family Unit</th>
<th>Poverty Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$12,490</td>
</tr>
<tr>
<td>2</td>
<td>$16,910</td>
</tr>
<tr>
<td>3</td>
<td>$21,330</td>
</tr>
<tr>
<td>4</td>
<td>$25,750</td>
</tr>
<tr>
<td>5</td>
<td>$30,170</td>
</tr>
<tr>
<td>6</td>
<td>$34,590</td>
</tr>
<tr>
<td>7</td>
<td>$39,010</td>
</tr>
<tr>
<td>8</td>
<td>$43,430</td>
</tr>
<tr>
<td>For each additional person</td>
<td>$ 4,420</td>
</tr>
</tbody>
</table>

7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the BOR. The filing of this claim constitutes an appearance before the BOR for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

8) In addition to meeting the federal poverty income guidelines in subsection 6, the BOR shall consider all assets owned by the petitioner, or in which the petitioner has any interest, during the BOR’s deliberations as to whether relief should be granted. Specifically, the applicant must meet the following asset test, as determined and approved by the Township Board, including:

a. Own total household assets, other items, or additional assets (excluding the value of the homestead and vehicles(s) as outlined in b below) of less than $25,000. “Other items” and “additional assets” include but not be limited to, recreational vehicles such as campers, motor homes, boats or ATV vehicles, and other personal property of value; and
b. Own no more than one vehicle for each working adult whose income contributes to the household income; and
c. Own no rental properties or a second home or vacation home or other property; and
d. Shall not have any cash, stocks and/or bank accounts exceeding $5,000 in aggregate value; and
e. Shall not have received more than $2,500 from the sale of any stocks and bonds, gifts, lump-sum inheritances, one-time insurance payments, or tax refunds during the previous or current calendar year.

9) In addition to the federal poverty income guidelines in subsection 6 and passing the asset test in subsection 8, in order for a hardship situation to exist the annual property tax liability must exceed 5% of household adjusted income. (If the property is currently under assessment appeal the Board of Review shall make their determination based on the adjusted tax liability.)

10) All applicants appearing before the BOR will be administered an oath, as follows:

“Do you, ___________________________, swear and affirm that evidence and testimony you will give in your own behalf before the Board of Review is the truth, the whole truth, and nothing but the truth?”

Applicant responds, “I do” or “I will”.

11) The BOR may grant property tax relief based on poverty annually.

12) Any successful applicant may be subject to personal investigation by the Township. This would be done to verify information submitted or statements made to the Assessing and Accounting Department or BOR in regard to their poverty exemption application.

13) The Supervisor, or secretary of the BOR, will keep minutes of all proceedings before the BOR and all meetings must be held in a Township building.

14) MCL 211.7u(5) permits the BOR to deviate from the aforementioned policy guidelines only when there are “substantial and compelling reasons why there should be a deviation from the policy guidelines.” If the BOR deviates from the aforementioned policy guidelines, they are required by statute to communicate the substantial and compelling reasons for the deviation from the guidelines in writing to the claimant.”

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

Ayes:
Nays:
Absent:

RESOLUTION DECLARED:
ADOPTED ON:

________________________________
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 the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 24th day of February 2020. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

______________________________
Laurie Larsen
Grand Haven Charter Township Clerk
Manager’s Memo

DATE: February 18, 2020

TO: Township Board

FROM: Cargo

RE: NOWS Interconnection Contract – West Michigan Regional Water Authority

Attached, please find a copy of the proposed Water Interconnection Contract between the West Michigan Regional Water Authority (WMRWA) and the North Ottawa Water System (NOWS). This updated contract replaces the December 2003 Water Interconnection with the City of Muskegon Heights. (This agreement was originally approved by the Township Board in April of 2019; but, because Muskegon County is no longer a party to the agreement, the Township was asked to “re-approve” this new version.)

For many years, NOWS and the Muskegon Heights Water System had an emergency interconnection agreement between water supplies. The Spring Lake Township distribution system is connected to portions of the Norton Shores and Fruitport Township distribution systems in five locations.

Recently, Norton Shores and Fruitport Township changed water supplies from Muskegon Heights to the City of Muskegon. As a result of this change, the interconnection agreement between parties needs to be updated.

This proposed contract has been updated to include all five (5) emergency interconnection points and the repair and maintenance responsibilities for each interconnection. More specifically, these interconnection points are used in emergency situations when the NOWS system cannot produce sufficient water or, for example, if there was a major break in the distribution main going to the north bank communities under the Grand River. (This would also work if the WMRWA needed assistance meeting their water demand.)

In order to proceed, the following motion is offered:

Move to adopt the Water Interconnection Contract between the North Ottawa Water System and the West Michigan Regional Water Authority and authorize the Township Supervisor and Clerk to execute the contract.

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

THIS CONTRACT, dated for reference purposes as of March 1, 2020 is by and among the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace, Muskegon, Michigan 49440, referred to as “Muskegon”; the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, 49441, referred to as “Norton Shores”; the Charter Township of Fruitport, a Michigan charter township, whose address is 5865 Airline Road, Fruitport, Michigan, 49415, referred to as “Fruitport”; the West Michigan Regional Water Authority, whose address is 4814 Henry Street, Norton Shores, MI 49441, referred to as “WMRWA”; the County of Ottawa, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is 14110 Lakeshore Drive, Grand Haven, Michigan, 49417, referred to as “Ottawa County”; the Township of Spring Lake, a Michigan general law township, whose address is 106 S. Buchanan Street, Spring Lake, Michigan 49456, referred to as “Spring Lake Township”; the Village of Spring Lake, Michigan municipal corporation, whose address is 102 West Savidge Street, Spring Lake, Michigan, 49456, referred to as “Spring Lake Village”; the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 168th Avenue, Grand Haven, Michigan, 49417, referred to as “Grand Haven Township”; the City of Ferrysburg, a Michigan municipal corporation, whose address is 17290 Roosevelt Road, PO Box 38, Ferrysburg, Michigan, 49409, referred to as “Ferrysburg”; and the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, referred to as “Grand Haven.” This Contract is made with reference to the following facts and circumstances:

A. Muskegon, Norton Shores, Fruitport and WMRWA (collectively referred to as the “Muskegon Parties”) own and/or operate water systems (or portions thereof) in Muskegon County, Michigan.

B. Ottawa County, Grand Haven, Spring Lake Township, Spring Lake Village, Ferrysburg, and Grand Haven Township (collectively referred to as the “Northwest Ottawa Parties”) own and/or operate water systems (or portions thereof) in Ottawa County, Michigan.
C. These water systems are adjacent to each other at various points along the common border between Muskegon County and Ottawa County.

D. The parties have previously interconnected the Muskegon Parties water systems and the Northwest Ottawa Parties water systems at five locations on the Ottawa County/Muskegon County boundary line. These locations are designated as Interconnections A, B, C, D, and E respectively, as described on attached Exhibit A. These interconnections, along with any future interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, are referred to collectively as the “Interconnections.”

E. The parties recognize and wish to better plan for the possibility that a water emergency or maintenance or construction of a water system may give rise to circumstances in which a party asks for temporary interconnection of the systems, recognizing that there is no entitlement or right to insist on such interconnection but that the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so would not pose an unacceptable risk to the operation of another water system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by the parties hereto as follows:

Section 1. General Agreement. The parties agree that the Interconnections shall be governed by the terms and provisions of this Contract.

Section 2. Maintenance of Interconnections. Spring Lake Township shall be responsible for maintaining the valve for the Interconnection A. Spring Lake Township and Fruitport shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to the Interconnection A valve. Spring Lake Township shall provide routine maintenance for the valve (opening it, closing it and inspecting it) without charge. Should the valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be divided equally between Fruitport and Ottawa County. Ottawa County shall allocate its portion of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.
For Interconnection B, Spring Lake Township shall be responsible for maintaining the southerly valve, and Fruitport shall be responsible for maintaining the northerly valve. Spring Lake Township and Fruitport shall be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Fruitport shall provide routine maintenance for the southerly valve and the northerly valve, respectively (opening it, closing it, and inspecting it) without charge. Should the southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should the northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Fruitport. Should the pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township, then all costs and expenses of such work shall be divided equally by Fruitport and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnections C, D, and E, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and Norton Shores shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township and Norton Shores shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Norton Shores shall provide routine maintenance for the southerly valves and northerly valves, respectively (opening them, closing them, and inspecting them) without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Norton Shores. Should a pipeline between the southerly and northerly valves require repair or replacement, as
determined by Spring Lake Township and Norton Shores collectively, then all costs and expenses for such work shall be divided equally between Norton Shores and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For future Interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and, depending on the location of the Interconnection, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township, on the one hand, and Norton Shores or Fruitport (depending on the local unit within which the relevant water mains are located) on the other hand, shall each be responsible for maintaining the water mains which lead to these valves. Spring Lake Township shall provide routine maintenance for the southerly valves (opening them, closing them, and inspecting them) and Norton Shores or Fruitport shall provide the same routine maintenance for the northerly valves, all without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be shared by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located). Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located), then all costs and expenses for such work shall be divided equally by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.
Notification shall be given by personal delivery, by telephone, by facsimile transmission, by e-mail, or by ordinary mail in advance of undertaking maintenance, repair and/or replacement, or construction that may prompt a request to open an Interconnection. For such maintenance, repair and/or replacement, or construction to be performed by Spring Lake Township, Spring Lake Township shall give notice to Muskegon in all cases and, in addition, for Interconnection B, Fruitport, and for Interconnections C, D, and E, Norton Shores. For maintenance, repair and/or replacement, or construction to be performed by Fruitport for Interconnection B, Fruitport shall give notice to Ottawa County and Spring Lake Township. For maintenance, repair and/or replacement, or construction to be performed by Norton Shores for Interconnections C and D, Norton Shores shall give notice to Ottawa County and Spring Lake Township. If possible, notice shall be given at least 3 days in advance of the commencement date of the maintenance, repair and/or replacement, or construction.

Section 3. Use of Interconnections. The Interconnections may be utilized as provided in this Contract in the event of an emergency situation that results in the loss of water supply or threatens the loss of water pressure, quantity, or quality of water service to any or all of the parties (a “Water Emergency”). The Interconnections also may be utilized as provided in this Contract in the event of scheduled maintenance or scheduled construction of the water system of a party.

If any or all of the Northwest Ottawa Parties desire to utilize one or more of the Interconnections, a request shall be made to the Water and Sewer Superintendent of Norton Shores (or his or her designee) or to the Director of Public Utilities of Fruitport (or his or her designee), depending on the location of the Interconnection(s). This request shall be made by Spring Lake Township. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who would be in charge of the Interconnection(s) opening and his/her phone number. The party to whom the request is made (i.e., either Norton Shores or Fruitport) shall immediately contact the Muskegon Filtration Plant Superintendent (or his or her designee) to discuss the request and either approve or deny the request. (As noted in the preamble to this Contract, the
parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a “Valve Operation Report” and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. If any of the Muskegon Parties desire to use the Interconnection(s), a request shall be made to the Director of Public Works of Spring Lake Township (or his or her designee). This request may be made by any or all of the Muskegon Parties. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who will be in charge of the Interconnection(s) opening and his/her phone number. Spring Lake Township shall immediately contact the Water Facilities Manager of the Northwest Ottawa Water Treatment Plant or his/her designee to discuss the request and either approve or deny the request. (Again, as noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a “Valve Operation Report” and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. Interconnection E will be the preferred interconnection to use if it meets the needs of the parties, as this connection can be metered.

The terms and conditions of this Contract apply only to the use of the Interconnection(s) in the event of a Water Emergency situation, scheduled maintenance, or scheduled construction as described above. This is not a water supply agreement. Use of an Interconnection for any other reason, including lack of water quantity due to high water demand and/or lack of adequate system infrastructure, is not covered by this Contract. In the event the parties desire to utilize
the Interconnection(s) for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 4. Water Usage. If an Interconnection valve is opened, water usage shall be estimated by the party supplying the water, recognizing that both the supplying party and the requesting party (or parties) may need to communicate and exchange information in order to make the estimate as accurate as possible within reason. If Interconnection E is used and the meter is utilized, this meter reading shall be the water usage. Spring Lake Township and Norton Shores or Fruitport Township, depending on the location of the water use, shall have the option to bill its counterpart for this water usage if the party supplying the water so elects. If the water supplier elects to render a billing, the billing shall be at the normal wholesale rate. However, if the emergency interconnection use was found to cause or be a significant factor in causing the supplying treatment plant to incur additional electrical costs due to a peak load condition, then a portion or all of these costs shall be allocated to the party receiving the interconnection water. All billings rendered pursuant to this paragraph shall be paid within thirty (30) days of their date.

Section 5. Risk of Loss and Insurance. Fruitport and the Northwest Ottawa Parties shall have equal responsibility for risk of loss for the valve for Interconnection A and the other Interconnection A facilities exclusive of the water mains leading to Interconnection A. Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shore or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall have sole responsibility for risk of loss to the northerly Interconnection valves for Interconnections B, C, D, and E, respectively, and the Northwest Ottawa Parties shall have sole responsibility for the risk of loss to the southerly Interconnection valves for these Interconnections. The parties may insure the respective Interconnection valves and facilities for which they have responsibility at their own expense.

Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties, respectively, shall have full responsibility for risk of loss to the water main that each is required to maintain as is provided in Section 2 except that with respect to the water pipelines between the southerly
and northerly valves for Interconnections B and C, respectively, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties shall have equal responsibility for risk of loss.

Section 6. Term. This Contract shall be effective as of March 1, 2020 and shall continue until October 31, 2042. The Interconnection Contract between the parties dated December 1, 1981 and May 1, 2003 are revoked, as are all other contracts and agreements which pertain to the Interconnections that are the subject of this Contract, except for the provisions of those Contracts which contemplate performance after termination including, but without limitation, the indemnification provisions.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated (except as is provided in this Contract) without the prior written consent of all of the non-assigning or non-delegating parties. Any attempt to assign or delegate rights or duties without prior written consent shall be void. 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 served and transmitted hereunder shall be in writing and addressed to the designated contact persons for 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 by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addresses with sufficient postage. This is an integrated Contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. 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 or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be
executed in multiple counterparts, all of which together shall be deemed to be one Contract. 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 exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract.
Witnessed as to both signatures by:

_________________________________

_________________________________

CITY OF MUSKEGON

By:___________________________

Its:__________________________

By:___________________________

Its:__________________________

Dated:________________________
Witnessed as to both signatures by:

_________________________________

By:___________________________

Its:_____________________

_________________________________

By:___________________________

Its:_____________________

Dated:________________________
Witnessed as to both signatures by:

_________________________________   By:___________________________
Its:_____________________

By:___________________________

Its:_________________________

By:___________________________

Its:_________________________

Dated:________________________
Witnessed as to both signatures by: COUNTY OF OTTAWA, by its Board of County Road Commissioners

_________________________________   By:___________________________
Its:_____________________

_________________________________   By:___________________________
Its:_____________________

Dated:________________________
Witnessed as to both signatures by:

_________________________________   By:___________________________
Its:_____________________

_________________________________   By:___________________________
Its:_____________________

Dated:________________________

TOWNSHIP OF SPRING LAKE

By:____________________________
Its:___________________________
By:____________________________
Its:___________________________
Dated:________________________
Witnessed as to both signatures by: VILLAGE OF SPRING LAKE

_________________________________   By:___________________________
Its:_____________________

_________________________________   By:___________________________
Its:_____________________

Dated:________________________
Witnessed as to both signatures by:

_________________________________   By:___________________________
Its:_____________________
_________________________________   By:___________________________
Its:_____________________

Dated:________________________

CHARTER TOWNSHIP OF GRAND
HAVEN

By:_______________________________
Its:_____________________________
By:_______________________________
Its:_____________________________
Dated:_____________________________
Witnessed as to both signatures by: CITY OF FERRYSBURG

_________________________________   By:___________________________
Its:_____________________

By:___________________________
Its:_____________________

Dated:________________________
Witnessed as to both signatures by:

______________________________  By:___________________________
Its:_____________________

______________________________  By:___________________________
Its:_____________________

Dated:________________________

CITY OF GRAND HAVEN

By:___________________________
Its:_____________________

By:___________________________
Its:_____________________

Dated:________________________
Witnessed as to both signatures by: 

_______________________________   By:_________________________
Its:___________________

_______________________________   By:_________________________
Its:___________________

Dated:______________________

WEST MICHIGAN REGIONAL
WATER AUTHORITY

By:__________________________
Its:___________________

By:__________________________
Its:___________________

Dated:________________________


Interconnection A

On the North line of Section 1, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 36, Town 9 North, Range 16 West of Fruitport Township (the Village of Fruitport), at a point in the Fruitport Road right-of-way 420 feet south of the intersection of the centerline of Fruitport Road and Apple Drive as shown on Exhibit B.

Interconnection B

430 feet north of North line of Section 2, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 35, Town 9 North, Range 16 West of Fruitport Township, at points in the Judson Road right-of-way a valve 30 feet North and a valve 35 feet North of the centerline of Claire Lane as shown on Exhibit C.

Interconnection C

On the North line of Section 4, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the 174th Avenue (Grand Haven Road) right-of-way a valve 5 feet South and a valve 36.5 feet North of the centerline of Wilson Road as shown on Exhibit D.

Interconnection D

On the North line of Section 6, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the Palm Drive (Black Lake Road) right-of-way a valve 18 feet South and a valve 12 feet North of the Ottawa County – Muskegon County line as shown on Exhibit E.

Interconnection E

Located at the NW ¼ of Section 3, T8N, R16W of Spring Lake Township, which is the South line of Fruitport Township, at points in the Harvey Street (168th Avenue) right of way a valve 9 feet and a valve 18 feet North of the Ottawa County – Muskegon County line as shown on Exhibit F.
EXHIBIT D

O

S

8" VALVE BOX

P.P.

21.6'

8.8'

41.5'

15.2'

8" MAIN

Hyd.

NORTON SHORES

OLD GRAND HAVEN RD.

OTTAWA COUNTY

COUNTY LINE

WILSON RD

MUSKEGON COUNTY
EXHIBIT G

Muskegon County – Ottawa County Emergency Water Supply Interconnection

Valve Operation Report

1. Reason for opening: _______ Emergency _______ Scheduled Maintenance /Construction

   Explanation:_____________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

2. Date and time opened:______________________________________________

3. Opened by: Name_________________________________ Title________________
   Unit of Government__________________________________________________

   Opening authorized by: (if opened by other than designated operator)
   Name_________________________________ Title________________
   Unit of Government__________________________________________________

4. Date and time closed:______________________________________________

5. Closed by: Name_________________________________ Title________________
   Unit of Government__________________________________________________

6. Remarks:_________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

   Signature


SUPERINTENDENT'S MEMO

DATE: February 18, 2020

TO: Township Board

FROM: Bill

SUBJECT: Brucker Street – Erosion Control (Discussion Only)

The Township has been asked to participate with regard to proposed shoreline erosion at the Brucker Street Road End – and, the adjacent parcels owned by the Township and City. (See attached map.) The road end and public parcels have a width of about 130 linear feet.

The request is being made by Don Lipinsky – representing a group of seven (7) lakefront property owners in the South Highland Beach area. The property owners have property both south and north of the Brucker Street Road End. The property owners believe that without the Township’s participation, shoreline erosion that could occur on the road end and municipal properties could negatively impact their residential properties.

At this stage, Manager Cargo has agreed to support the permitting request to EGLE (i.e., would sign the permit as a property owner); but, has not made any commitment with regard to financially supporting either design, permitting or construction of the proposed shoreline erosion project. (See attached information regarding the proposed project.)

It is noted that shoreline erosion projects can be very expensive and that the proposed design is different than typical rip-rap or seawall designs.

Questions for the Board could include the following:

1. Should this matter be referred to an existing standing Committee or a special subcommittee of the Board?
2. Is it appropriate for the Township to financially participate in this type of shoreline erosion project? If so, is there any potential reimbursement from state or federal sources?
3. What are the expected costs that the residents want the Township to fund? And/or, should there be a “cap” on any monies that the Township would pay? (It is noted that this is different for the Township since there are no structures or facilities on government property that would need the protection.)

If you have any questions or comments prior to the meeting, please contact me.
RE: South Highland Wave-Energy Dissipation for Shore Protection and Beach Generation, Recovery, and Stabilization

We are proposing a reinforced concrete modularized structure designed to dissipate the energy of freshwater waves. The modularized structure, which weighs upwards of 4,000 lbs, consists of precast concrete sections with a Rip Rap face. This structure is designed to:

1. Effectively absorb wave energy,
2. Effectively accumulates sand on its landside to generate a stable beach configuration,
3. Effectively accumulates sand on its offshore side while not impeding littoral drift processes.

The panel is designed with a built in scour skirt to combat the effects of undermining. It is intended to be a self-healing product, as waves and sand dissipate on the face, particulates become backfill and eventually as the waters recede help to gather sand regenerate the beach over the rip-facing. In the event of damage or changing lake conditions each panel can be replaced or removed.
We are proposing to use this system at the following properties in Ottawa County, MI:

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<th>Property #1</th>
<th>Property #2</th>
<th>Property #3</th>
</tr>
</thead>
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<td><strong>PIN (Parcel #)</strong></td>
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<tr>
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<td><strong>Final PIN</strong></td>
<td><strong>Owner Name</strong></td>
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<tr>
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<td>70-03-32-390-002</td>
<td>CITY OF GRAND HAVEN</td>
</tr>
<tr>
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<td><strong>Final Packed PIN</strong></td>
<td><strong>Property Address</strong></td>
</tr>
<tr>
<td>N/A</td>
<td>700332390002</td>
<td>GRAND HAVEN</td>
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<tr>
<td><strong>Owner Name</strong></td>
<td><strong>Owner Name</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td>Ottawa County Road Commission</td>
<td>GRAND HAVEN CHARTER TWP</td>
<td>GRAND HAVEN</td>
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<tr>
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<td><strong>Address Number</strong></td>
<td><strong>State</strong></td>
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<td>N/A</td>
<td>MI</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td><strong>Mailing Address</strong></td>
<td><strong>Zip</strong></td>
</tr>
<tr>
<td>14110 Lakeshore</td>
<td>13300 168TH AVE</td>
<td>49417</td>
</tr>
<tr>
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<td><strong>Mailing City</strong></td>
<td><strong>Legal Description</strong></td>
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<tr>
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<td>PART OF SW FRL 1/4 COM AT A PT 568 FT</td>
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<td><strong>Mailing State</strong></td>
<td><strong>Mailing State</strong></td>
<td><strong>W &amp; 25 FT S OF NW COR OF S 1/2 OF SE</strong></td>
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***Please see drawings for site specific, staging, site access and project specifications.***
SUPERINTENDENT'S MEMO

DATE: February 18, 2020

TO: Township Board

FROM: Bill

SUBJECT: Pigeon Creek School House (Discussion Only)

The Pigeon Creek Schoolhouse Preservation Society has requested that Grand Haven Charter Township accept the donation of the Pigeon Creek One-Room Schoolhouse – located at 168th Avenue and Pierce Street. (Please see attached correspondence.)

Some questions that the Board may want to consider include:

1. Should this proposed donation be referred to the Parks and Recreation Committee?
2. Is there a more appropriate organization to accept the donation (e.g., Ottawa County, Tri-Cities Museum, etc.)?
3. If the donation is accepted, is it expected that the Township simply maintain the facility or also provide historic programing/scheduling of the facility?
4. What are the current maintenance costs associated with the facility?
5. Are there any significant capital or maintenance projects pending for the schoolhouse facility?

At this stage, staff simply want to inform the Board of the proposed donation and schedule a work session at which the Pigeon Creek Schoolhouse Preservation Society can address the full Board (e.g., April 13th Board work session).

If you have any questions or comments prior to the meeting, please contact me.
Pigeon Creek Schoolhouse Preservation Society

101 Washington Ave
PMB #114
Grand Haven, MI 49417

Bill Cargo
Grand Haven Township January 25, 2020

Dear Bill,

I’m sorry for the delay in getting back with you about the future of the Pigeon Creek One-Room Schoolhouse. After the meeting Paul Zelenka and I had with you and Stacy Fedewa on November 26, 2019, we did some soul searching and, of course with the holidays, time got away from us. The Pigeon Creek Schoolhouse Preservation Society had a board meeting on January 22, 2020 and reviewed our proposal statement to the Township. They agreed that the statement reflected what they were thinking.

This is the information about the South Evergreen Schoolhouse that we discussed at our meeting with you. The schoolhouse is owned by Polkton Township and Bill Sahleerg - 616-460-8284 is the person to talk with in the township. I am sure he can give you the information about how it all works for them. Jim Key and Jim Fitzpatrick are my connections with the South Evergreen Schoolhouse.

I am including our proposal and a short history of the Pigeon Creek School, the Pigeon Creek Schoolhouse and the Pigeon Creek Schoolhouse Preservation Society.

Thank you for your time.

Diane Edward Fahndrich, President
Pigeon Creek Schoolhouse Preservation Society

Diane Edward Fahndrich, President
solitary.cyclist@gmail.com
Pigeon Creek Schoolhouse Preservation Society 616-844-2975
Proposal to Grand Haven Township

The Pigeon Creek Schoolhouse Preservation Society board is interested in donating the Pigeon Creek One-Room Schoolhouse to Grand Haven Township with the idea that it be preserved as a one-room schoolhouse/museum and have the community use it. We have invested many years in the historic restoration of this one-room schoolhouse and hope that it and its history will continue to be preserved and enjoyed by the community. Some members of our board would be willing to act in some capacity to help oversee its continued preservation and protection. We are looking for thoughts, suggestions and support from the Township Board. We are concerned that the history of Grand Haven Township is being lost in its modern development and we hope the Township Board will be interested in protecting this historic building, the Pigeon Creek One-Room Schoolhouse.
Information about the Pigeon Creek School, the Pigeon Creek Schoolhouse and the Pigeon Creek Schoolhouse Preservation Society.

The Pigeon Creek School, District No. 3, Grand Haven Township began as a log building in an Indian settlement at the mouth of Pigeon Creek circa 1869.

Records indicate the current Pigeon Creek Schoolhouse building was constructed at its current site in the year 1878 on property acquired from the Sheehan family. It was a functioning one-room school until 1961 when Pigeon Creek School, District No. 3 was annexed into the Grand Haven Public School System. After 1961 the community used the schoolhouse for a few years until Lester Fuite purchased the property and moved the schoolhouse building to a location behind his Pierce Street home where it waited undisturbed for about forty years...

Now we come to the part where Pigeon Creek Schoolhouse Preservation Society (PCSPS) enters the story.

In 2001 Helen Fuite, Lester Fuite's widow, passed away. The future of the schoolhouse was uncertain and Diane Edward (Cole) Fahndrich, a neighbor and former student of Pigeon Creek School, with financial backing from Robert Reed, a friend of Diane's from California, started talks with Helen Fuite's family and then with the attorney for the estate. Diane's initial thought was to move the schoolhouse to her own property and restore it. After many conversations it was suggested that if Diane would form a non-profit organization it was very possible the group of people buying Helen's property would donate the schoolhouse as well as the original land to create a historic building and site. Paul Zelenka, current Vice President of PCSPS, was instrumental in these donations.
So on April 22, 2002 the Pigeon Creek Schoolhouse Preservation Society (PCSPS) was formed and given IRS status as a 501(c)(3) non-profit organization.

PCSPS waited and in October of 2006 the schoolhouse and the land was donated. In September 2007 PCSPS applied for and received a grant from the Grand Haven Area Community Foundation to help with the costs of moving the schoolhouse back to it’s original site.

In the middle of December 2007, the schoolhouse was returned home to it’s original cornerstones! It was a very happy Christmas!

That was the beginning of the restoration of this historic one-room schoolhouse. We are still continuing the restoration and preservation.

The Pigeon Creek Schoolhouse Preservation Society (PCSPS) currently has five members on it’s board: Diane Edward (Cole) Fahndrich, President, Paul Zelenka, Vice President, Paul E. Berg, Treasurer and acting Secretary, Gail Pellegrin and Linda Wildey. There is a wide variety of talent and experiences brought together in this board!

The goals of the Pigeon Creek Schoolhouse Preservation Society, when the restoration work is finished, is to deepen the understanding of the one-room schoolhouse experience, preserving the history of Grand Haven Township and acting as a living historical museum and educational site. The Society hopes to create a historic site the community will use and enjoy for generations to come.

The PCSPS welcomes and encourages community participation in the restoration and preservation of this special one-room schoolhouse. A donation of talent, time and/or money would be very much appreciated!

For more information call: 616 844-2975

The mailing address is:  
PCSPS  
101 Washington Ave., PMB 114  
Grand Haven, MI 49417

The physical location of the schoolhouse is: 16788 Pierce St., West Olive. Located on the corner of 168th Ave. and Pierce St., one mile south of Lake Michigan Drive and one mile east of Lake Shore Drive.

Pigeon Creek Schoolhouse Preservation Society  
is a 501 (c)(3) non-profit organization
## PUBLIC SERVICES DEPARTMENT
### END OF THE MONTH REPORT
#### 2020

### WATER

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**NOTES:**