



**GRAND HAVEN CHARTER TOWNSHIP
BOARD AGENDA
Monday, June 26, 2023**

REGULAR MEETING – 7:00 P.M.

Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a “Speakers Form” located on the counter. Completed forms must be submitted to Township Staff prior to the meeting.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. APPROVAL OF MEETING AGENDA
- V. CONSENT AGENDA
 1. Approve June 12, 2023, Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$1,265,909.06 (*A/P checks of \$1,122,782.27 and payroll of \$146,423.79*).
 3. Approve the appointment of Rob Whitaker as a Fire Lieutenant and Sloan McLean as a full-time firefighter/paramedic and for Grand Haven Charter Township.
 4. Approve and Execute the Lakeshore Flats East PUD Contract
- VI. OLD BUSINESS
 1. Second Reading – Rental Guidelines – Re-Stated Ordinance
 2. Final Approval for Purchase of Land for Third Water Meter Station Along 172nd Avenue South of Robbins Road (*\$132k*) (*Purchase Agreement Previously Approved by Board on April 10th*)
 3. Discussion – Rural Residential Future Land Use
- VII. NEW BUSINESS
 1. None
- VIII. REPORTS & CORRESPONDENCE
 1. Committee Reports
 2. Manager’s Report
 - a. May Sheriff Report
 - b. Sheriff Presentation on July 24th
 3. Other
- IX. PUBLIC COMMENTS – (*Non-Agenda Items*)
- X. ADJOURNMENT

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

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JUNE 12, 2023**

REGULAR MEETING

I. **CALL TO ORDER**

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: Behm, Reenders, Meeusen, Redick, Wagenmaker, Kieft, and Larsen

Board members absent:

Also present were Manager Cargo, and Public Services Director Chappell.

IV. **APPROVAL OF MEETING AGENDA**

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

V. **APPROVAL OF CONSENT AGENDA**

1. Approve May 22, 2023, Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$454,138.84 (A/P checks of \$315,344.99 and payroll of \$138,793.85).
3. Approve Re-Appointment of Cathy Rusco to the Loutit District Library through June 30, 2026
4. Approve Re-Appointments of Mark Bekins and Lyle Rycenga to the Downtown Development Authority / Brownfield Redevelopment Authority through August 31, 2026
5. Approve Re-Appointments of Eric Frifeldt, Brock Hesselsweet, and Chrys Moelter-Gray to the Parks and Recreation Committee through August 31, 2026
6. Approve Re-Appointments of Kevin Mesler and Mike Lemkuil to the Planning Commission through August 31, 2026
7. Approve Re-Appointments of Brock Hesselsweet and Karen Egedy-Bader to the Zoning Board of Appeals Committee through August 31, 2026

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

VI. **OLD BUSINESS**

1. **Motion** by Trustee Meeusen supported by Clerk Larsen to approve and adopt the Ordinance to Amend the Park Rules and Regulations Ordinance, which prohibits pets and limits the areas for bikes or motorized vehicles within Schmidt Heritage Park. This is a second reading. **Which motion carried,** as indicated by the following roll call vote:

Ayes: Larsen, Wagenmaker, Kieft, Meeusen, Redick, Behm, Reenders
Nays:
Absent:

2. Discussion was held regarding a Community Energy Plan and the level of Township participation. Ryan Cotton noted that four proposals were received and, after review by the Committee, cost proposals would be requested. The Task Force would meet again tomorrow – Tuesday, June 13th.
3. Discussion was held regarding the Ordinance Review Committee.

Resolved by Treasurer Kieft supported by Trustee Meeusen to eliminate the Ordinance Review Committee and to amend the appropriate policies and/or lists that reference this standing committee. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Behm, Wagenmaker, Meeusen, Redick, Kieft, Reenders, Larsen
Nays:
Absent:

VII. NEW BUSINESS

1. **Motion** by Trustee Redick supported by Trustee Wagenmaker to postpone consideration of the restatement of the Regulatory Ordinance addressing Rentals until the next regularly scheduled Board meeting. This is a first reading. **Which motion carried**

VIII. REPORTS AND CORRESPONDENCE

1. Committee Reports
 - a. Manager Cargo was requested to schedule a presentation by the Sheriff's Department.
2. Manager's Report
 - a. Manager Cargo noted that recommendation for the Business Recognition Award were being received for the next two weeks.
 - b. Manager Cargo noted that RSVPs were being taken for the next two weeks for the Coast Guard Heroes and Legends Dinner on August 3rd.
 - c. May Building Report
 - d. May Ordinance Enforcement Report
 - e. May Public Services Report
 - f. Rental Enforcement Update
 - g. April Legal Review (Board Members Only)
 - h. Other Comments

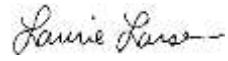
IX. PUBLIC COMMENTS – (*Non-Agenda Items*)
None

X. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Meeusen to adjourn the meeting at 7:22

p.m. **Which motion carried**

Respectfully Submitted,



Laurie Larsen
Grand Haven Charter Township Clerk



Mark Reenders
Grand Haven Charter Township Supervisor



Administrative Memo

DATE: June 26, 2023
TO: Township Board
FROM: Karen Sherwood
RE: Approve Appointment of Rob Whitaker as Fire Lieutenant
Approve Appointment of Sloan McLean as full-time Fire/Rescue

Overview and Process

The restructuring of the Fire/Rescue department includes Captain Matt Schweitzer moving into a daytime position and the addition of a Fire Lieutenant position. While the Township was looking to hire a Fire Lieutenant, we anticipated internal shifting, so we also posted a full-time fire position.

The promotion process for the Fire Lieutenant is outlined in the collective bargaining agreement. The Township received nine applicants, three of which were internal. None of the external applicants have all the qualifications needed with only one with a paramedic license.

The Township received approximately 20 applicants for the full-time firefighter position, two of which were internal, and three candidates were asked to test (*i.e., the FireTEAM exam through the National Testing Network*). The two internal candidates passed the examination and were interviewed by a Selection Committee. The external candidate declined the testing process.

Whitaker's Qualification

Whitaker is currently a full-time firefighter for Grand Haven Charter Township. Whitaker has worked for Grand Haven Charter Township full-time since 2020 and part-time since 2016. He has also had extensive paramedic experience both locally and in Nevada where he worked as a Flight Paramedic, Medical Base Supervisor, Field Training Officer, and Operations Supervisor. Whitaker has many licenses and certifications, including but not limited to, paramedic, Firefighter I/II, Fire Officer I, Fire Instructor I, and is Blue Card certified. Whitaker demonstrates a calm demeanor with great logical reasoning ability and is someone who can articulate his knowledge to others well.

McLean's Qualifications

McLean is currently a part-time firefighter/paramedic for Grand Haven Charter Township as well as a paramedic for Life EMS. McLean has many licenses and certifications, including but not limited to, paramedic, Firefighter I/II, and hazmat operations. McLean has a very professional and calm

demeanor while under pressure and is willing to confront tough situations. McLean has demonstrated her success in fire/rescue during her time as a part-time firefighter for the Township.

Pursuant to state law, the recommendation of Sloan McLean as the next Full-Time Firefighter/Paramedic for Grand Haven Charter Township must be approved by the full Township Board. To affirm this selection, the following motion can be offered:

Motion to approve the appointment of Rob Whitaker as a Fire Lieutenant and Sloan McLean as a full-time firefighter/paramedic and for Grand Haven Charter Township.

If you have any questions or concerns, please contact Sherwood at your convenience.



Community Development Memo

DATE: June 22, 2023
TO: Township Board
FROM: Rory Thibault – Senior Planner
RE: Lakeshore Flats East Apartments – PUD Contract

BACKGROUND

On January 23rd the Township Board conditionally approved the Lakeshore Flats East Apartments PUD. One condition of that approval was the execution of a PUD Contract and associated documents. The Contract has been executed by the developer, reviewed by the Township attorney, and are ready for Township signatures. The remaining conditions of that approval have also been met in the interim.

MOTION

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

Motion to authorize Supervisor Reenders and Clerk Larsen to execute the Lakeshore Flats East Apartments PUD Contract, Development Covenant and Private Road Maintenance Special Assessment Contract.

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

**AMENDED AND RESTATED
DEVELOPMENT COVENANT**

THIS AMENDED AND RESTATED DEVELOPMENT COVENANT (this “Amended Covenant”) is made this __ day of _____ 2022, between **Lakeshore Flats, LLC**, a Michigan limited liability company, with offices at 17863 170th Avenue, Suite 101, Spring Lake, MI 49456 (the “Developer”), and **Charter Township of Grand Haven**, a Michigan charter township, whose address is 13300 168th Avenue, Grand Haven, Michigan 49417 (the “Township”), with reference to the following.

RECITALS

A. The Developer previously executed a Development Covenant on January 5, 2021 for Lakeshore Flats Apartments (the “Original Development”) which was recorded with the Ottawa County Register of Deeds on February 9, 2021 as Instrument #2021-0007570 (the “Original Development Covenant”). This Amended Covenant amends and restates in its entirety the Original Development Covenant.

B. The Original Development Covenant designated certain Open Space on the Original Development property described on the attached Exhibit A (the “Original Lakeshore Flats Property”), which Original Lakeshore Flats Property is located within the Township.

C. The Developer now proposes to expand the Original Development by constructing Lakeshore Flats East (the “Expanded Development”) on that real property legally described on Exhibit B (the “Lakeshore Flats East Property”), which Lakeshore Flats East Property is located within the Township. For purposes of this Amended Covenant, the term “Development” shall mean, collectively, the Original Development and the Expanded Development.

D. As a condition to the Township’s approval of the Expanded Development, the Township Zoning Ordinance requires that the Developer designate certain open space on the Lakeshore Flats East Property (“Open Space”) and that the Developer enter into this Amended Covenant with respect to the preservation, management, and maintenance of the Open Space on the Lakeshore Flats East Property and the Open Space contemplated by the Original Development Covenant on the Original Lakeshore Flats Property. The combined Open Space designated for both the Original Lakeshore Flats Property and the Lakeshore Flats East Property (the “Combined Open Space”) is legally described on the attached Exhibit C, and it is illustrated on the Site Plan attached as Exhibit D.

E. The Township is entering into this Amended Covenant for purposes of consenting to the amendment of the Open Space contemplated by the Original Development Covenant, which Amended Covenant shall apply to and govern the Combined Open Space.

COVENANTS

NOW, THEREFORE, the Developer covenants as follows:

1. Preservation and Use of Combined Open Space.
 - a. The Combined Open Space is protected from all forms of development except as shown on the Site Plan.
 - b. The Combined Open Space shall not be changed to another use without the consent of the Township.
 - c. The Combined Open Space may be used only by residents of the Development and their invitees for passive recreation purposes allowable under local, state, and federal law and restricted to such non-destructive and non-disruptive activities such as sitting, walking, jogging, and other non-motorized activities consistent with those allowed in other unimproved public parks. Passive recreation purposes do not include structured team activities or the installation, construction, or use of non-passive facilities or structures.
 - d. The Developer, including its successors and assigns, shall be liable for the continuing maintenance and upkeep of the Combined Open Space shown on the Site Plan.
 - e. The scheduled maintenance of the Combined Open Space shall include regularly-scheduled mowing, trash removal, irrigation, landscaping, and plant care and replacement to prevent such areas from becoming unsightly or a nuisance.
 - f. The maintenance of the Combined Open Space may be undertaken by the Township in the event that the Combined Open Space is inadequately maintained or becomes a nuisance after the Township has given the Developer seven days' notice and an opportunity to cure such failure to comply. Any costs incurred by the Township for such maintenance shall be assessed against the owners of any portion of or any improvements constructed on the Original Lakeshore Flats Property and the owners of any portion of or any improvements constructed on the Lakeshore Flats East Property. If the Developer fails to pay those costs within 60 days of the Township's demand, the Township shall be entitled to place a lien upon the Original Lakeshore Flats Property and the Lakeshore Flats East Property, to recover the Township's costs.

2. Recording. This Amended Covenant shall be recorded in the Office of the Ottawa County Register of Deeds.

3. Enforceability. This Amended Covenant shall be enforceable only by the Developer and the Township and no other person shall have the right to enforce any provision contained herein.

4. Governing Law. This Amended Covenant shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

5. Run with the Land. This Amended Covenant shall run with the land described by Exhibit A and Exhibit B, and shall be binding on all successors, assigns, and transferees of Developer.

6. Not a Public Dedication. Nothing in this Amended Covenant shall be deemed a gift or dedication of any part of or interest in the property described by Exhibit A or Exhibit B or both to the general public or for any public use or purpose. No rights shall inure or obligations be owed under this Amended Covenant to any third party, nor shall any third party be deemed a beneficiary of any of its provisions, except as provided in this Amended Covenant.

7. Transfer Tax Exemption. This Amended Covenant is exempt from transfer taxes pursuant to MCL § 207.505(a) and 207.526(a).

8. Consent of Township. By entering into this Amended Covenant, the Township consents to the amendment of the Open Space contemplated by the Original Development with the Combined Open Space contemplated by this Amended Covenant for both the Original Development and the Expanded Development.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Developer and the Township have caused this Amended Covenant to be executed and delivered as of the day and year first above written.

DEVELOPER:

Lakeshore Flats, LLC, a Michigan limited liability company

By: _____

Coach Road Capital, LLC,
a member of Lakeshore Flats, LLC
By: Chad D. Bush
Its: Manager

By: _____

Chad D. Bush
Its: Manager

STATE OF MICHIGAN

COUNTY OF OTTAWA

On _____, 2022, before me, a Notary Public, in and for said County, personally appeared Chad D. Bush, Manager of Coach Road Capital, LLC, Manager of Lakeshore Flats, LLC, on behalf of such limited liability companies.

*

Notary Public, _____ County, Michigan

My commission expires: _____

[Signatures continue on next page.]

TOWNSHIP:

Grand Haven Charter Township,
a Michigan charter township

By: _____
Mark Reenders
Its: Supervisor

By: _____
Laurie Larsen
Its: Clerk

STATE OF MICHIGAN

COUNTY OF OTTAWA

On _____, 2022, before me, a Notary Public, in and for said County, personally appeared Mark Reenders and Laurie Larsen, the Supervisor and the Clerk respectively of Grand Haven Charter Township, a Michigan charter township, who acknowledged the execution of the foregoing instrument on behalf of the Township.

*
Notary Public, _____ County, Michigan
My commission expires: _____

This Instrument Drafted By and After Recording Return To:

Ronald A. Bultje, Esq.
Dickinson Wright PLLC
200 Ottawa Ave. NW, Ste. 1000
Grand Rapids, MI 49503
616/336-1007

4888-1319-6098 v2 [90425-4]

Exhibit A
Original Lakeshore Flats Property

The following described premises located in the Township of Grand Haven, Ottawa County, State of Michigan:

Part of the NE 1/4 of Section 33, T8N, R16W, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section 33; thence N90°00'E 594.80 feet along the North line of said NE 1/4; thence S01°58'00"W 283.17 feet to the Place of Beginning of this description; thence N90°00'E 375.99 feet; thence S01°58'00"W 73.66 feet; thence N90°00'E 193.44 feet; thence N00°26'43"E 76.63 feet; thence N90°00'E 224.99 feet; thence S00°26'43'W 706.91 feet; thence N89°44'13"W 811.14 feet; thence N01°58'00"E 52.00 feet; thence S89°44'13"E 250.00 feet; thence N01°58'00"E 200.00 feet; thence N89°44'13"W 250.00 feet; thence N01°58'00"E 448.57 feet to the Place of Beginning.

PP #70-03-33-200-088

Property address: 17003 Lakeshore Flats Drive, Grand Haven, MI 49417

Exhibit B
Lakeshore Flats East Property

The following described premises located in the Township of Grand Haven, Ottawa County, State of Michigan:

That part of the South 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 1986.68 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 34 minutes 05 seconds West 1371.69 feet; thence North 00 degrees 42 minutes 10 seconds East 328.97 feet; thence South 89 degrees 39 minutes 23 seconds East 805.70 feet; thence South 01 degree 23 minutes 47 seconds West 130.00 feet; thence South 89 degrees 39 minutes 23 seconds East 570.00 feet to the East line of said Section 33; thence South 01 degree 23 minutes 47 seconds West 201.11 feet to the point of beginning. Subject to and together with a 25 foot easement for ingress and egress the centerline of which is described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 2172.8 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 39 minutes 23 seconds West, 170.00 feet; thence North 76 degrees 39 minutes 23 seconds West 125.00 feet; thence South 69 degrees 20 minutes 37 seconds West 60.00 feet to the point of ending.

PP #70-03-33-200-068

Property address: 15123 168th Avenue, Grand Haven, MI 49417

Exhibit C
Combined Open Space Depiction

Exhibit D
Site Plan

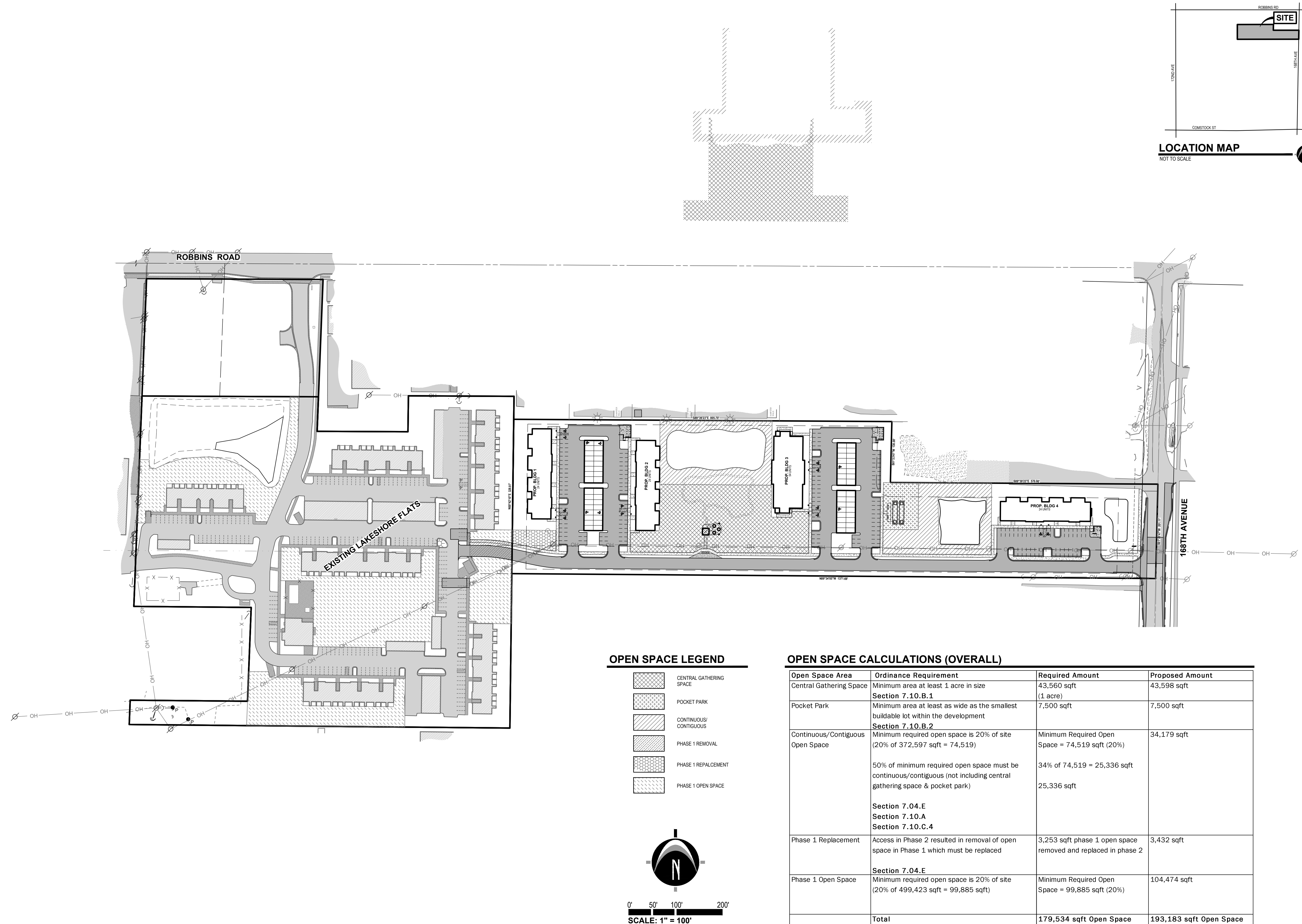
PREPARED FOR:

Coach Road Capital
 Attn: Terry Nash

17863 170th Avenue - Suite 101
 Spring Lake, MI 49456
 Phone: 616.780.2541

REVISIONS:

Title:	Open Space Review	Checked: JD	Date: 2023.03.01
Drawn: JM	Checked: JD	Title: Landscape Plan Revisions	
Drawn: JM	Checked: JD	Date: 2023.03.16	
Title:	Open Space & Landscape Plan Revisions	Checked: JD	Date: 2023.03.29
Drawn: JM	Checked: JD	Title: Open Space & Landscape Plan Revisions	
Drawn: JM	Checked: JD	Date: 2023.04.07	



OPEN SPACE LEGEND

- CENTRAL GATHERING SPACE
- POCKET PARK
- CONTINUOUS/CONTIGUOUS
- PHASE 1 REMOVAL
- PHASE 1 REPLACEMENT
- PHASE 1 OPEN SPACE

OPEN SPACE CALCULATIONS (OVERALL)

Open Space Area	Ordinance Requirement	Required Amount	Proposed Amount
Central Gathering Space	Minimum area at least 1 acre in size Section 7.10.B.1	43,560 sqft (1 acre)	43,598 sqft
Pocket Park	Minimum area at least as wide as the smallest buildable lot within the development Section 7.10.B.2	7,500 sqft	7,500 sqft
Continuous/Contiguous Open Space	Minimum required open space is 20% of site (20% of 372,597 sqft = 74,519) 50% of minimum required open space must be continuous/contiguous (not including central gathering space & pocket park)	Minimum Required Open Space = 74,519 sqft (20%) 34% of 74,519 = 25,336 sqft	34,179 sqft
Phase 1 Replacement	Access in Phase 2 resulted in removal of open space in Phase 1 which must be replaced Section 7.04.E Section 7.10.A Section 7.10.C.4	3,253 sqft phase 1 open space removed and replaced in phase 2	3,432 sqft
Phase 1 Open Space	Minimum required open space is 20% of site (20% of 499,423 sqft = 99,885 sqft) Section 7.04.E	Minimum Required Open Space = 99,885 sqft (20%)	104,474 sqft
Total		179,534 sqft Open Space	193,183 sqft Open Space

811 Know what's below.
CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

PROJECT NO:
 21201650

SHEET NO:
C-903

PRIVATE ROAD MAINTENANCE SPECIAL ASSESSMENT CONTRACT

THIS PRIVATE ROAD MAINTENANCE SPECIAL ASSESSMENT CONTRACT ("Contract") is entered into by and between **Grand Haven Charter Township**, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan 49417 (the "Township"), and **Lakeshore Flats, LLC**, a Michigan limited liability company, with offices at 17863 170th Avenue, Suite 101, Spring Lake, Michigan 49456 (the "Developer"), with reference to the following facts and circumstances.

RECITALS

A. The Developer desires to develop as a planned unit development (the "Development") the lands described on Exhibit A (the "Property").

B. Township approval of the private road in the Development is subject to the condition that the Developer enter into a special assessment agreement for private road maintenance with the Township in the event the Developer fails to maintain the private road per the Township's maintenance requirements established by ordinance for private roads.

C. The Township and the Developer are desirous of entering into a special assessment agreement for private road maintenance for the Development in the event the Developer fails to maintain the private driveway per the Township's maintenance requirements established by ordinance for private roads.

AGREEMENT

NOW, THEREFORE, the parties agree as follows.

Section 1. Special Assessment. In the event the Developer fails to maintain the private road as provided under Township ordinances for private roads, the Township shall, accordingly, issue a notice of default to the Developer. In the event the Developer fails to cure such default within 30 days, the Developer agrees to the imposition of a special assessment on all the land within the Development for the purpose of maintaining the private road in the Development. The special assessment may be imposed to pay all reasonable costs and expenses related to the maintenance of the private road, including without limitation engineering costs, construction

costs, permit costs, legal and financing charges, and all other costs and expenses associated with the maintenance of the private road.

Section 2. Establishment of Special Assessments. The Developer agrees that the special assessment described in Section 1 above can be imposed by the Township pursuant to any statute or statutes of the State of Michigan, as the same may be amended from time to time, now or hereafter adopted, which authorize the Township to establish a special assessment district for private road maintenance. The Developer agrees that the land located within the Development can be included in one or more special assessment districts.

Section 3. Cooperation. The Developer agrees that it will cooperate fully and completely with the Township with respect to the imposition of the special assessment described in Section 1 above. Without limiting the generality of the immediately preceding sentence, the Developer agrees to execute any petition circulated for the purpose of establishing a private road special assessment district and to refrain from signing any petition opposing or objecting to the creation or establishment of a special assessment district. In addition, it is agreed that the execution of this Contract by the Developer shall act as a signature by the Developer and all future owners of all land included within the Development as a petition for the maintenance of such private road or, in the alternative, as waiving any objections to the establishment of a special assessment district for the maintenance of such private road.

Section 4. Lien. Subject to the default provisions of Section 1 above, this Contract shall constitute a lien on all land located within the Development in such amount as may be necessary to pay the cost of maintaining such private road. The costs and expenses included within the scope of this lien shall include all costs and expenses relating to the acquisition, construction, and completion of the private road maintenance, including without limitation engineering costs, construction costs, permit costs, legal financing charges, and all other costs and expenses associated with the acquisition, construction, and completion of private driveway maintenance.

Section 5. Binding Effect. It is the intent of the parties to make this Contract binding on the Developer, its successors and assigns and all parties who may at any time own or acquire any interest in any land located within the Development. All obligations provided in this Contract with respect to the Developer shall also apply to all parties who at any time purchase any land located within the Development.

Section 6. Recording. This Contract shall be recorded in the office of the Ottawa County Register of Deeds as notice to all parties purchasing land in the Development of the provisions and requirements of this Contract which apply to the imposition of special assessments to pay the cost of acquiring, constructing, and completing private driveway maintenance in the Development.

Section 7. Miscellaneous. This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Contract, or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage. This Contract has been executed in the State of Michigan

and shall be governed by Michigan law. The waiver by any party 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 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. Any 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 its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Contract. This Contract may not be amended other than by a written document signed by all parties.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Township and the Developer have executed this Contract on the dates noted below.

GRAND HAVEN CHARTER TOWNSHIP,
a Michigan charter township

LAKESHORE FLATS, LLC,
a Michigan limited liability company

By: _____
Mark Reenders, Supervisor

By: _____
Coach Road Capital, LLC,
a member of Lakeshore Flats, LLC
By: Chad D. Bush
Its: Manager

By: _____
Laurie Larsen, Clerk

By: _____
Chad D. Bush
Its: Manager

Dated: _____, 2022

Dated: _____, 2022

[Notary signatures follow on next page.]

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing Contract was acknowledged before me this _____ day of _____, 2022, by Mark Reenders and Laurie Larsen, respectively the Supervisor and the Clerk of Grand Haven Charter Township, a Michigan charter township, on behalf of the Township.

Notary Public, Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing Contract was acknowledged before me this _____ day of _____, 2022, by Chad D. Bush, Manager of Coach Road Capital, LLC, Manager of Lakeshore Flats, LLC, on behalf of such limited liability companies.

Notary Public, Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission expires: _____

Prepared by:
Ronald A. Bultje (29851)
Dickinson Wright PLLC
200 Ottawa Avenue, N.W.
Suite 1000
Grand Rapids, MI 49503
(616) 336-1007

4879-9642-1698 v1 [90425-4]

EXHIBIT A

Legal Description of the Property

The following described premises located in the Township of Grand Haven, Ottawa County, State of Michigan:

That part of the South 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 1986.68 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 34 minutes 05 seconds West 1371.69 feet; thence North 00 degrees 42 minutes 10 seconds East 328.97 feet; thence South 89 degrees 39 minutes 23 seconds East 805.70 feet; thence South 01 degree 23 minutes 47 seconds West 130.00 feet; thence South 89 degrees 39 minutes 23 seconds East 570.00 feet to the East line of said Section 33; thence South 01 degree 23 minutes 47 seconds West 201.11 feet to the point of beginning. Subject to and together with a 25 foot easement for ingress and egress the centerline of which is described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 2172.8 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 39 minutes 23 seconds West, 170.00 feet; thence North 76 degrees 39 minutes 23 seconds West 125.00 feet; thence South 69 degrees 20 minutes 37 seconds West 60.00 feet to the point of ending.

PP #70-03-33-200-068

Property address: 15123 168th Avenue, Grand Haven, MI 49417

LAKESHORE FLATS EAST APARTMENTS PUD CONTRACT

THIS LAKESHORE FLATS EAST APARTMENTS PUD CONTRACT (the “Contract”) is made between the **Charter Township of Grand Haven**, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan 49417 (the “Township”), and **Lakeshore Flats, LLC**, a Michigan limited liability company, with offices at 17863 170th Avenue, Suite 101, Spring Lake, MI 49456 (the “Developer”), with reference to the following facts and circumstances.

A. The Developer has applied to the Township for planned unit development approval (the “PUD”) under the Township’s Zoning Ordinance (the “Ordinance”).

B. The PUD will be constructed on property (the “Property”) in the Township legally described in Exhibit A, attached to and made a part of this Contract.

C. The Township has given the Developer approval of the PUD, contingent upon an appropriate written agreement approved by the Township’s attorney and executed by the Township and the Developer.

THEREFORE, in consideration of the Township’s approval of the PUD, and pursuant to the condition of approval that the Township and the Developer enter into this Contract, the parties agree as follows.

1. The Developer shall comply with all of the documentation (the “Documentation”) submitted by the Developer and its representatives to the Township for this PUD, to the extent that the documentation is consistent with any other conditions placed upon the PUD. The Documentation is incorporated by reference into this Contract. The Documentation includes the minutes of the Grand Haven Charter Township Board dated _____, 2022; final site plan and landscape plan dated _____, 2022; architectural drawings for the apartments dated _____, 2022; architectural drawings for the garages dated _____, 2022; and the November 16, 2022 letter from Nederveld to the Township, on behalf of the Developer, and all of the documents referenced in that letter.

2. The PUD shall comply with all of the conditions set forth in the Township Board Motion adopted by the Township Board at its meeting on _____, 2022, which incorporated the Board Report. The Board Report sets forth the conditions of approval attached to this PUD, in addition to compliance with the Documentation per Paragraph 1 of this Contract.

3. If the Developer fails to comply with all of the conditions established for the PUD, or if the Developer otherwise defaults in the construction of the PUD, the Township shall have the option to withdraw its PUD approval for any building or other permits issued for any buildings or structures within the PUD which are not in compliance with the documents and approvals referenced above, to pursue all of its legal remedies provided under the Ordinance, and to pursue all other legal options available to the Township under the laws of the State of Michigan.

4. This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Contract, or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage. This Contract has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party 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 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. Any 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 its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Contract. This Contract may not be amended other than by a written document signed by both parties.

[Signatures begin on next page.]

The parties have executed this Contract as of the dates noted below.

**GRAND HAVEN CHARTER
TOWNSHIP**, a Michigan charter township

LAKESHORE FLATS, LLC,
a Michigan limited liability company

By: _____
Mark Reenders, Supervisor

By: _____
Coach Road Capital, LLC,
a member of Lakeshore Flats, LLC
By: Chad D. Bush
Its: Manager

By: _____
Laurie Larsen, Clerk

By: _____
Chad D. Bush
Its: Manager

Dated: _____, 2022

Dated: _____, 2022

[Notary signatures follow on next page.]

STATE OF MICHIGAN

COUNTY OF OTTAWA

The foregoing Contract was acknowledged before me this _____ day of _____, 2022, by Mark Reenders and Laurie Larsen, the Supervisor and the Clerk respectively of Grand Haven Charter Township, a Michigan charter township, on behalf of the Township.

Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission expires: _____

STATE OF MICHIGAN

COUNTY OF OTTAWA

The foregoing Contract was acknowledged before me this _____ day of _____, 2022, by Chad D. Bush, Manager of Coach Road Capital, LLC, Manager of Lakeshore Flats, LLC, on behalf of such limited liability companies.

Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission expires: _____

This Instrument Prepared by and After Recording Return to:

Ronald A. Bultje (P29851)
Dickinson Wright PLLC
200 Ottawa Avenue, N.W.
Suite 1000
Grand Rapids, MI 49503
(616) 336-1007

4886-9772-1666 v2 [90425-4]

EXHIBIT A

The following described premises located in the Township of Grand Haven, Ottawa County, State of Michigan:

That part of the South 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 1986.68 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 34 minutes 05 seconds West 1371.69 feet; thence North 00 degrees 42 minutes 10 seconds East 328.97 feet; thence South 89 degrees 39 minutes 23 seconds East 805.70 feet; thence South 01 degree 23 minutes 47 seconds West 130.00 feet; thence South 89 degrees 39 minutes 23 seconds East 570.00 feet to the East line of said Section 33; thence South 01 degree 23 minutes 47 seconds West 201.11 feet to the point of beginning. Subject to and together with a 25 foot easement for ingress and egress the centerline of which is described as: Commencing at a point on the East line of said Section 33, North 01 degree 23 minutes 47 seconds East 2172.8 feet from the East 1/4 corner of said Section 33; thence North 89 degrees 39 minutes 23 seconds West, 170.00 feet; thence North 76 degrees 39 minutes 23 seconds West 125.00 feet; thence South 69 degrees 20 minutes 37 seconds West 60.00 feet to the point of ending.

PP #70-03-33-200-068

Property address: 15123 168th Avenue, Grand Haven, MI 49417



Administrative Memo

DATE: June 26, 2023
TO: Township Board
FROM: Karen Sherwood
RE: Ordinance Update: Rental Guidelines – 605: SECOND Reading

Ordinance Recommended Updates

As the Township works through the registration process for short-term rentals, the Rental Committee is recognizing some updates we need to make to the Rental Guidelines Ordinance 605 to eliminate or reduce some loopholes and to update language to align better with current practices. For example, some STR landlords outside of the STR Overlay District are claiming their properties are “limited” STRs (*i.e., are only rented two weeks per year*) to avoid the licensing process. Since it is very time-consuming to monitor these properties, staff are recommending that “limited” STRs only be allowed for properties with PREs and that the property owners be required to inform the Township when they are renting their property for the limited two-week periods.

The following changes are being recommended:

1. Section 2 (b): Remove the requirement to have one or more separate bedrooms as we have some studios that are rented, which means this rental does not have a separate bedroom.
2. Section 2 (c) and Section 3 (g): Modify the definition of short-term rentals and add language to require landlords to notify the Township of the rental period(s). This is an issue because some STR landlords outside of the STR Overlay District are claiming their properties are “limited” STRs (*i.e., are only rented two weeks per year*) to avoid the licensing process. Since it is very time-consuming to monitor these properties, staff are recommending that “limited” STRs only be allowed for properties with PREs and that the property owners be required to inform the Township when they are renting their property for the limited two-week periods.
3. Section 3 (a)(1): Add actual dates in lieu of “four months from the effective date of this ordinance,” as when changes are made to the ordinance the dates will reset but also to provide more clarity so landlords will not have to specifically calculate these dates.

4. Section 6 (a): Modify language that states owners/landlords must have a paved parking area to the parking area must be in compliance with the Township's zoning ordinance. Many rentals have gravel parking areas.
5. Section 10 (a, b, c and e): Remove language that states renters do not need to pay their rent if a rental certificate has been suspended or revoked. This is something that needs to be worked out between the landlord and renter. Remove additional language regarding notification of payment of rent into escrow.

Sample Motion

If the Township Board supports the recommended changes to the Rental Regulations – 605 Ordinance, the following motions can be offered:

Motion to approve and adopt the restatement of the Regulatory Ordinance addressing Rentals. This is the second reading.

If you have any questions or concerns, please contact Sherwood at your convenience.

ORDINANCE NO. 605

AN ORDINANCE TO RESTATE ORDINANCE 605 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:

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

1. PURPOSE

The 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 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 Short-Term Rental uses when it would be inconsistent with the neighborhood in which the property is located.

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 sleeping.
- (c) *Limited Short-Term Rental* means the Rental or subletting of any Dwelling with a principal residence exemption, (aka PRE) 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. This definition absolutely prohibits Rentals of less than six days.
- (d) *Long-Term Rental* means the Rental or subletting of any Dwelling for a term of at least 28 days.

- (e) *Maximum Occupancy* means the maximum number of allowable Occupants for the Dwelling, as established by Section 6(-l) 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 or Long-Term Rental is located or is proposed.
- (i) *Rent or Rented* 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) *Rental Unit* means any Dwelling which is leased, made available for rental purposes, or occupied by a person(s) other than the Owner (with or without monetary compensation).
- (k) *Short-Term Rental* means the Rental or subletting of any Dwelling for a term of less than 28 days. This definition does not include the use of campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, other health-care related clinic, or housing for farm labor.

3. RENTAL REGISTRATION REQUIRED

All Rental Units, unless otherwise provided in this Ordinance, shall be registered with the Township on an annual basis.

- (a) *Initial Registration.* Any new Rental Unit shall be registered within 30 days of occupancy by the tenant(s). Following initial registration, the Township will arrange for the inspection of the Premises and upon a successful inspection and the payment of any applicable fee will issue a rental certificate of compliance as permitted by this Ordinance. All Rental Units subject to this Ordinance shall, following its effective date, be registered according to the following schedule:
 - (1) The Owner of an existing Rental Unit used for Short-Term Rentals shall register the Rental Unit no later than June 22, 2023.
 - (2) The Owner of an existing Rental Unit on Premises containing four or fewer Rental Units and used for Long-Term Rentals shall register the Rental Units no later than October 22, 2023.

- (3) The Owner of an existing Rental Unit on Premises containing more than four Rental Units and used for Long-Term Rentals shall register the Rental Units no later than January 22, 2024.
- (b) *Annual Registration Renewal.* All Rental Units subject to this Ordinance shall re-register on an annual basis.
- (c) *Registration upon Transfer of Ownership.* A registered Rental Unit that is sold, transferred, or conveyed shall be registered by the new Owner within 30 days of the date of the execution of the deed, land contract, or other legal instrument of conveyance.
- (d) *Registration Fee.* An initial and annual registration fee shall be assessed to the Owner for registration of a Rental Unit. The Township shall establish by resolution, and may amend from time to time, the applicable registration fee.
- (e) *Registration Information.* The Owner of a Rental Unit shall submit and keep updated the following registration information to the Township on forms prescribed by the Community Development Department:
- (1) The address(es) of the Premises of the Rental Unit(s);
 - (2) The number of Rental Units;
 - (3) The Owner's name, address, and telephone number;
 - (4) The name, address, and telephone number of a contact person designated by the Owner;
 - (5) The date of registration of the Rental Unit, if previously registered;
 - (6) The name of the person filing the registration;
 - (7) Bedroom sizes and locations;
 - (8) Instructions as to parking locations;
 - (9) For a Limited Short-Term Rental, written notice to the Township's Community Development Department of the exact rental days, at least 60 days before those rental days commence; and
 - (10) Any additional information necessary to determine compliance with local and state law.
- (f) *Current and Accurate Information.* An Owner of a Rental Unit who fails to provide timely and accurate registration information shall be in violation of this Ordinance.

4. EXCEPTIONS

The following circumstances do not require registration or a rental certificate of compliance under this Ordinance.

- (a) *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.
- (b) *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.
- (c) *Transitional Housing.* Occupancy at places of public accommodation, campgrounds, transitional housing operated by a non-profit entity, and bed-and-breakfast establishments is permitted.
- (d) *Family Occupancy.* Any member of a family, as well as that family member's guests, may occupy a Dwelling if that family member's family owns the Dwelling. Family occupancy also exempts Dwellings when occupied by family guests, exchange students, visitors, medical caregivers, and child caregivers, any person living within a household on a permanent basis, and any other individual related by blood or affinity whose close association is the equivalent of a family relationship, without remuneration to the Owner.
- (e) *Exclusive Authority.* Occupancy at places which the state has exclusive authority under state law to inspect and regulate is permitted.
- (f) *Condition of Employment.* Occupancy as a condition of employment (e.g., parsonages) is permitted.

5. INSURANCE REQUIREMENTS

As part of a registration application, and as may be requested from time to time thereafter, the Owner of a Rental Unit shall provide the Township with satisfactory proof of continuing commercial insurance coverage of at least \$1,000,000 and dwelling fire insurance coverage of at least \$10,000.

6. 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 the Premises to accommodate all Occupants' vehicles, including motor vehicles and trailers, in compliance with the Township's Zoning Ordinance, as amended or restated.

- (b) A Short-Term Rental will not be approved if the Premises contains an accessory dwelling unit (ADU), as defined in the Township's Zoning Ordinance, as amended or restated.
- (c) The Owner shall provide the Occupant with the following information prior to occupancy and post such information in a prominent and visible location within seven feet of the main entrance to any Rental Unit:
 - (1) The name of a contact person and a telephone number at which the contact person will be available to accept calls during 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 and the Township Noise Control 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.
- (d) The owner shall post the following information in a prominent and visible exterior location that is within seven feet of the main entrance to any Rental Unit;
 - (1) The name of a contact person and a telephone number at which the contact person will be available to accept calls during any time that the Dwelling is Rented; and
 - (2) Notification of the Maximum Occupancy permitted in the Dwelling.
- (e) 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.
- (f) The Owner shall provide the contact person's information in writing to the owners of property within 300 feet of the Premises.
- (g) The appearance of the Dwelling shall not conflict with the residential character of the neighborhood. The Dwelling shall be properly maintained as required by 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.
- (h) Occupants shall not encroach on neighboring properties.
- (i) 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.

- (j) Campfires shall be maintained in designated fire pits and comply with applicable fire codes and other applicable laws and ordinances.
- (k) 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; and
 - (2) Any activity that violates state or Township firework regulations.
- (l) The maximum occupancy for any Rental Unit is 12 individuals, subject to any applicable local, state, or federal laws, regulations, or ordinances, and subject to the International 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.
- (m) 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.
- (n) 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 as or 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, unless approved by the Ottawa County Department of Public Health for use with a Short-Term Rental.

7. INSPECTIONS

The Township may conduct inspections for health and safety and to obtain and ensure compliance with this Ordinance and with the International Property Maintenance Code.

- (a) *Circumstances for Inspection.* A Rental Unit may be inspected under any of the following circumstances:
 - (1) As part of the rental compliance certification process;
 - (2) Upon receipt of a complaint or report that the Premises are in violation of this Ordinance;

- (3) If the Township has reason to believe that the Premises are in violation of this Ordinance on the basis of the exterior of the Rental Unit or Premises;
 - (4) Upon receipt of information that a Rental Unit is not registered with the Township as required by this Ordinance;
 - (5) To determine compliance with a notice or housing order issued by the Township;
 - (6) Upon the observance of an emergency situation or if an emergency situation is reasonably believed to exist;
 - (7) In accordance with any other requirement of law; and
 - (8) For advisory inspection purposes when requested by the Owner.
- (b) *Inspection.* During the inspection, the enforcing officer shall identify and note any violations of this Ordinance or any other provision of state or local law. Upon identification of any violations, the enforcing officer shall issue a violation notice and direct the Owner to correct the violation within a reasonable amount of time. The time frame for correction of any violation may be extended at the Township's discretion upon request. The refusal of an inspection permitted by this Ordinance is a violation of this Ordinance.
- (c) *Inspection and Administrative Fee.* The Township shall establish by resolution, and may amend from time to time, a schedule of inspection fees that shall not exceed the real costs of inspecting a Rental Unit. The Township shall also charge an administrative late fee if an inspection fee is not paid within 30 days from the billing date. The Township shall establish by resolution, and may amend from time to time, the amount of any administrative late fee. If an enforcing officer determines that a complaint was filed without a factual basis, the inspection fee shall be charged to the complainant.

8. RENTAL CERTIFICATE OF COMPLIANCE

An Owner shall not lease, rent, or otherwise allow a Short-Term or Long-Term Rental Unit to be occupied unless there is a valid and current rental certificate of compliance or a temporary rental certificate of compliance for the Rental Unit. Each rental certificate of compliance or temporary rental certificate of compliance shall contain an expiration date and is non-transferable.

- (a) *Issuance.* The Township shall issue a rental certificate of compliance to the Owner of a Rental Unit which is determined to be in compliance with this Ordinance following an inspection. Compliance shall mean the following:
 - (1) There are no violations of this Ordinance or any other provision of state or local law existing at the time of the most recent inspection;
 - (2) The enforcing officer did not discover any uncorrected violations of this Ordinance or any other provision of state or local law since the prior rental certificate of compliance or temporary certificate of compliance, if any, was issued; and

- (3) The Owner has paid all inspection and registration fees required by this Ordinance.
- (b) *Long-Term Rentals.* A rental certificate of compliance for Long-Term Rentals shall have a term of three or six years as provided herein:
- (1) A six-year certificate of compliance will be issued from the date of initial inspection based upon the following conditions:
- i. There are no violations of this Ordinance or any other provision of state or local law at the time of the most recent inspection.
 - ii. The enforcing officer did not discover any violations of this Ordinance or any other provision of state or local law since the prior rental certificate of compliance or temporary rental certificate of compliance, if any, was issued; and
 - iii. The property owner has timely paid all inspections and registration fees required by this Ordinance.
- (2) A newly constructed Rental Unit may be issued a six-year rental certificate of compliance from the date of initial certificate of occupancy.
- (3) A three-year certificate of compliance will be issued from the date of the initial inspection based upon the following conditions:
- i. All violations of this Ordinance or any other provision of state or local law noted on an initial or subsequent inspection have been corrected; and
 - ii. Inspection and registration fees have been paid as required by this Ordinance, but were not timely paid.
- (c) *Short-Term Rentals.* A rental certificate of compliance for Short-Term Rentals shall have a term of three years.
- (d) *Temporary Rental Certificate of Compliance.* When a rental certificate of compliance is required, the Township may issue a temporary rental certificate of compliance if the Township is unable to complete a required inspection prior to the expiration of an existing rental certificate of compliance provided that there are no known violations to be uncorrected and no inspection or other fees outstanding. The Township may issue a temporary rental certificate of compliance for a newly-registered Rental Unit. A temporary rental certificate of compliance shall be valid until the enforcing officer completes the required inspection and issues an order granting or denying a rental certificate of compliance. An inspection must be conducted within 60 days of the expiration of an existing rental certificate of compliance, the registration of a new Rental Unit, or issuance of a temporary rental certificate of compliance, whichever is later.
- (e) *Renewal.* At least 30 days before the expiration of a rental certificate of compliance, the Owner shall notify the Township of the need to arrange for a compliance inspection. The Owner shall be responsible for arranging for the compliance inspection in advance of the expiration date on the rental certificate of compliance.

- (f) *Noncompliance.* Any change in the use or construction of a Dwelling that results in noncompliance with local or state law, as determined by the Community Development Department, shall void the rental certificate of compliance.
- (g) *Notice.* The Township shall immediately notify the Owner and any Occupant(s) of any decision affecting the status of a rental certificate of compliance and advise the Owner and Occupant(s) of their right to appeal and the appeal procedure.

9. RENTAL LIMITATIONS

A Dwelling that is issued a rental certificate of compliance or temporary rental certificate of compliance 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.
- (b) Any Short-Term Rental, including any Limited Short-Term Rental, must satisfy the requirements of the Township's Zoning Ordinance, as amended or restated.
- (c) Short-Term Rentals, other than Limited Short-Term Rentals, are not permitted in any subdivision (including a supervisor plat), planned unit development, or site condominium unless Short-Term Rentals are specifically provided for and allowed according to the restrictive covenants or master deed provided to the Township during the application process for the development in question, which restrictive covenants or master deed is approved by the Township and recorded with the Ottawa County Register of Deeds.
- (d) Short-Term Rentals are not permitted for any Dwelling that is served by a private road serving eight or more Premises, according to the Township's Private Roads and Driveways Ordinance, as amended or restated, unless the Dwelling is included in the Short-Term Rental Overlay Zone.

10. SUSPENSION, EXPIRATION, OR REVOCATION OF CERTIFICATE OF COMPLIANCE

In addition to any other penalty authorized by law, a rental certificate of compliance may be suspended or revoked if the Community Development Department 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 Department 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 Department of a first violation within any 12 month period, the rental certificate of compliance may be suspended for up to 30 days during which time the Premises shall not be Rented. In deciding whether or not to suspend a rental certificate of compliance, the Community Development Department will consider the severity of any violation, the rental history of the Owner, and any other factors deemed relevant by the Community Development Department.

- (b) Upon a finding by the Community Development Department of a second violation within any 12-month period, the rental certificate of compliance may be suspended for 60 days during which time the Premises shall not be Rented. In deciding whether or not to suspend a rental certificate of compliance, the Community Development Department will consider the severity of any violation, the rental history of the Owner, and any other factors deemed relevant by the Community Development Department.
- (c) Upon a finding by the Community Development Department of a third violation within any 12-month period, the rental certificate of compliance may be revoked and the Owner shall not again be issued a rental certificate of compliance for a period of 24 months, during which time the Premises shall not be Rented. In deciding whether or not to suspend a rental certificate of compliance, the Community Development Department will consider the severity of any violation, the rental history of the Owner, and any other factors deemed relevant by the Community Development Department.
- (d) Appeal from denial, suspension, or revocation of a rental certificate of compliance is allowed, as provided in Section 11.
- (e) If the Community Development Department suspends a six-year or a three-year rental certificate of compliance, or if a six-year or a three-year rental certificate of compliance has expired or been revoked, then the Community Development Department shall notify the Occupant(s) of the suspension, expiration, or revocation.

11. APPEAL

Any Owner whose rental certificate of compliance was denied, suspended, or revoked by the Community Development Department 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 Department 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 Department 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.
- (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 Department denying an application for or suspending or revoking a certificate of compliance, 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.

- (d) *Committee option.* The Township Board may, in its discretion, appoint a committee to hear an appeal under this Section 11. If the Township Board elects this option, the committee shall process this appeal in accordance with this Section 11, except that the committee shall function as the Township Board for purposes of the appeal under this Section 11.

12. 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, ordinances, rules, regulations, licenses, or permit requirements.

13. 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.

14. 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.

15. VIOLATIONS/PENALTIES

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, 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.

16. REPEAL OF ORDINANCE NO. 595

Ordinance No. 595 is repealed, as is any other ordinance to the extent the other ordinance is inconsistent with the terms of this Ordinance.

17. EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on _____, 2023, after its introduction and first reading on June 12, 2023, 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 _____, 2023. The following members of the Township Board were present at that meeting: _____. The following members of the Township Board were absent: _____. The Ordinance was adopted by the Township Board with _____ members of the Board voting in favor and no members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the *Grand Haven Tribune* on _____, 2023.

Laurie Larsen, Township Clerk



SUPERINTENDENT'S MEMO

DATE: June 22, 2023

TO: Township Board

FROM: Bill Cargo

SUBJECT: Approve Purchase Agreement

As you may recall, the Township Board approved a purchase agreement at the **April 10th** Board meeting for an 8,000 square foot parcel of property within the Robbins Centre Pointe PUD for **\$132k**. (See aerial map on page 2 with the Township logo on the proposed parcel.)

More specifically, because of the growth within the Township and the increased demand for municipal water, it was determined that a third transmission main – connected to the NOWS Water Treatment Plant – would be constructed during FY2024 at an estimated cost of \$6+ million. However, before engineering can be completed for the so-called “Ferry Street Transmission Main.”, it is necessary to purchase land for an associated metering station (*i.e., Meter Station No. 3*).

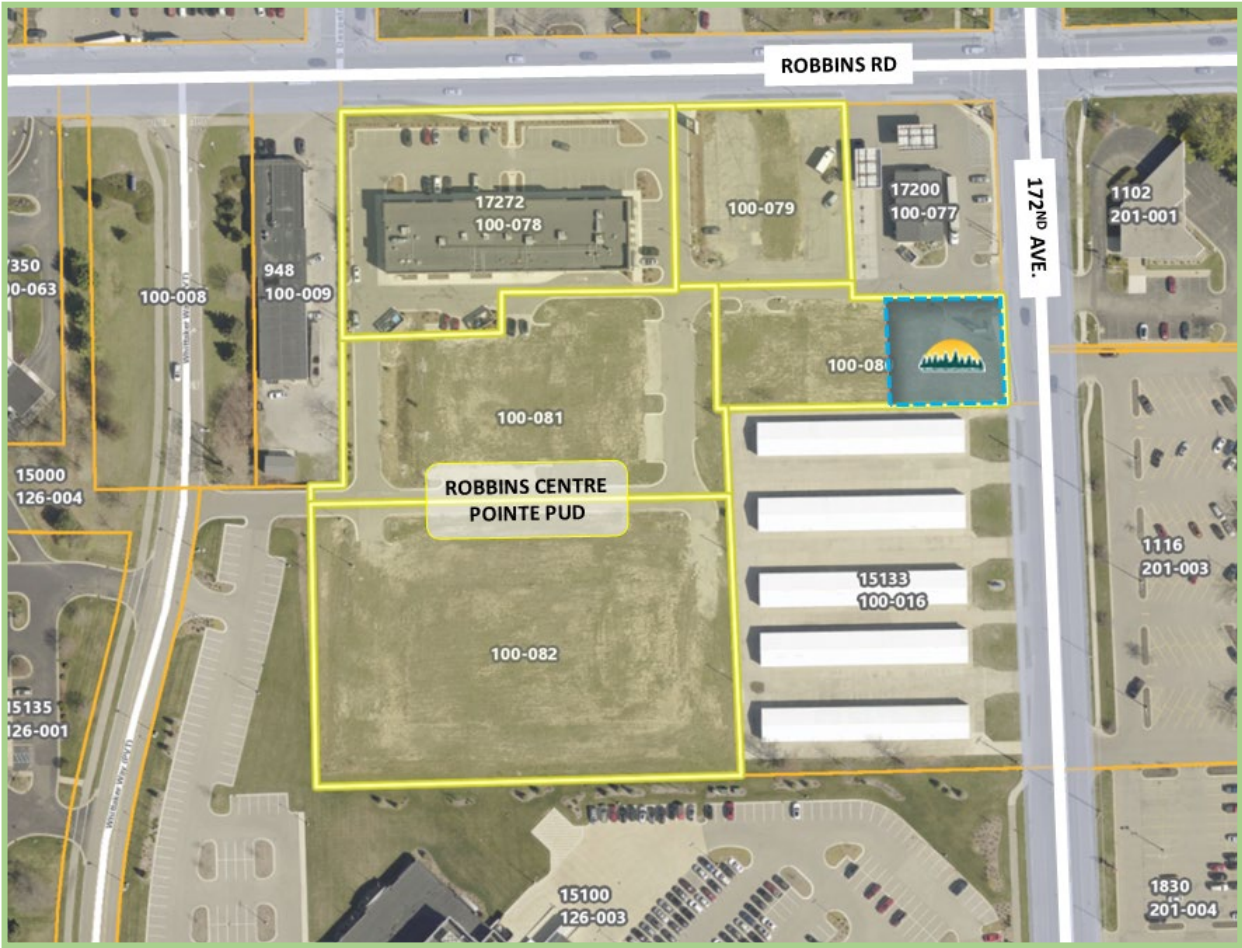
Since April, a land division was completed with a specific tax parcel and some additional non-material conditions have been added. (*Please see attached purchase agreement.*)

Because this land purchase is part of the transmission main project that was previously identified by the Township Board as an “American Rescue Plan Act” (ARPA) project, the Township will use a portion of the Township’s ARPA monies for the purchase

To proceed forward with this amended purchase agreement, the following motion is offered for Board approval:

Motion to authorize Superintendent Cargo and Clerk Larsen to execute an agreement to purchase a 100’ by 80’ parcel at a cost of \$132,000 plus closing costs which shall be used for a water meter station associated with the proposed Ferry Street Transmission Main project scheduled for FY2024.

Please contact me at your convenience if you have any questions or comments.





Community Development Memo

DATE: June 22, 2022
TO: Township Board
FROM: Rory Thibault – Senior Planner
RE: Master Plan: Rural Residential Developments

BACKGROUND

Recall, the Master Plan for the Township in large part determines the potential location and therefore context of future development. Likewise, the Zoning Ordinance and the Private Roads and Driveways Ordinance determine the process, size and scope of future developments and the extent to which utilities and infrastructure are provided.

During the amendment to the Master Plan process in 2022, conversation was held by the Board and Planning Commission regarding the future land use of property in the Township and the degree to which a diversity of developments could occur. Rural Residential properties were discussed at that time. Direction to Staff was provided in January of 2023 to determine if there were areas in the Township where Rural Residential subdivisions could be created on gravel roads without requiring paving. The result would be to amend the Master Plan for that area such that small-scale developers, builders, and architects could create communities without needing the capital required for large-tract development, i.e. Planned Unit Developments.

Process

The following process was conducted by Staff to determine where, if any, parcels would be appropriate for a Master Plan change of designation to Rural Residential:

- Locate and identify parcels located in the Rural Residential (RR), Rural Preservation (RP) or Agricultural Zoning Districts (AG) (*see: Map 1*)
 - *Reason: Establishes the density of development, i.e. lots per acre allowed either through Land Divisions, Platted Subdivisions, or Planned Unit Developments*

- Locate and identify parcels with a Future Land Use Designation of Low Density Residential (RR), Rural Preservation (RP), or Agricultural Preservation (AG) (*see:Map 2*)
 - *Reason: Establishes the Consistency for any rezoning application; i.e. the future land use designation determines the likelihood of approval, the utilities required and the size of the future parcels as a result of the change of use/rezoning.*
- Locate and identify unpaved roads in the Township (*see:Map 3*)
 - *Reason: Unpaved roads typically do not have utility services provided along with them. Small-scale development would lower the per capita cost to extend the infrastructure. When considering the rezoning of a parcel to Rural Residential properties, it requires the road to be paved, if available.*
- Locate and identify parcels are adjacent or are within 2700-feet of a connection to Water Service (*see:Map 4, 5*)
 - *Reason: Establishes the parcels that have the ability to connect to water service or would be required to for any 4-7 lot development per the Private Roads and Driveways Ordinance – see below*
- Locate and identify parcels which are 1) Zoned RR, RP or AG; 2) Have a Future Land Use Designation of RR, RP or AG; 3) are located on unpaved roads; 4) are in the Area of Water Service as described above. (*see:Map 6*)
 - *Reason: Per the Private Roads and Driveways Ordinance, if a private road serves 4-7 parcels, the owner must provide a connection if there is a municipal water supply main within 2700-feet of the private road's intersection with a public road*
 - *Further, it is prudent to have water infrastructure precede the paving of any unpaved roads which are planned to have small-scale lot developments occur:*
 - *Because it is more costly to run water infrastructure after a paved road has been established*
 - *Because it is more costly to connect a residential property to municipal water after investment has been made into a well system*
 - *Because properties having new development immediately adjacent to a municipal water supply are required to connect*
- Locate and identify parcels which are 1) Zoned RP or AG; 2) Have a Future Land Use Designation of RP or AG; 3) are located on unpaved roads; 4) are in the Area of Water Service as described above; 5) are less than 360,000sf in area (*see:Map 7*)
 - *Reason: Per the Zoning Ordinance, any development that contains 8 or more dwelling units must be developed as Planned Unit Developments. This would require the extension of water and sewer. Therefore, the identified parcels would be those where water connection is viable and requisite without the added cost of sewer infrastructure.*
- Identify in kind any parcels that match the above designations if water were to be extended down Buchanan St. in 2030. (*see:Map 8, 9, 10*)
 - *Reason: The extension of water down Buchanan St. is identified as the next largest planned utility extension which involves predominately residential properties on a currently unpaved road. A portion of the road is likewise planned to be paved.*

Results

- ✓ There lacks any substantial grouping of parcels sized less than ~8 acres immediately adjacent to areas Master-Planned Rural Residential that would be prone to having their Master Plan Designation Change from Agricultural or Rural Preserve to Rural Residential such that a platted subdivision could occur without triggering PUD requirements. (*see:Map 11*)
- ✓ There are existing parcels, zoned Rural Residential or Master Planned Rural Residential that are less than ~8 acres, on gravel roads, that could be (sub)divided. (*see:Map 12*)
- ✓ Note: there may be parcels within the utility area of service that are viable to change their Master Plan Designation from AG to RP, or RR to R-1 based on their provision of services, proximity of infrastructure, parcel size, and soil structure. However, more scenario planning would need to be conducted to determine those results – and specific direction to do so would need to be given to Staff. Note: any change to the Master Plan must go through the Public Hearing process and start at the Planning Commission.

Please contact me if this raises questions.



County of Ottawa

Sheriff's Office

Steve A. Kempker
Sheriff

Valerie L. Weiss
Undersheriff



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

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

Date: 06-12-2023

To: Manager Bill Cargo
From: Deputy Forrest Sabo
RE: Monthly Township Report

During the Month of May, The Sheriff's Office responded to 391 calls for service, which included 54 medicals and 47 traffic related incidents. Deputies also issued 145 traffic citations.

Grand Haven/OAISD School News:

- Deputy Reuwer taught Teaching, Educating and Mentoring (TEAM) at the local Elementary School's.
- Deputy Reuwer spoke with Kindergarten classes about water safety.
- Deputy Teunis spoke to 5 High School health classes about online safety.
- Deputies Teunis and Reuwer attended the Donut Drive Thru hosted by Robinson Elementary.
- Deputy Teunis spoke to 1 Special Education class at Grand Haven High School about numerous safety concerns that were asked by the class.

Community Events:

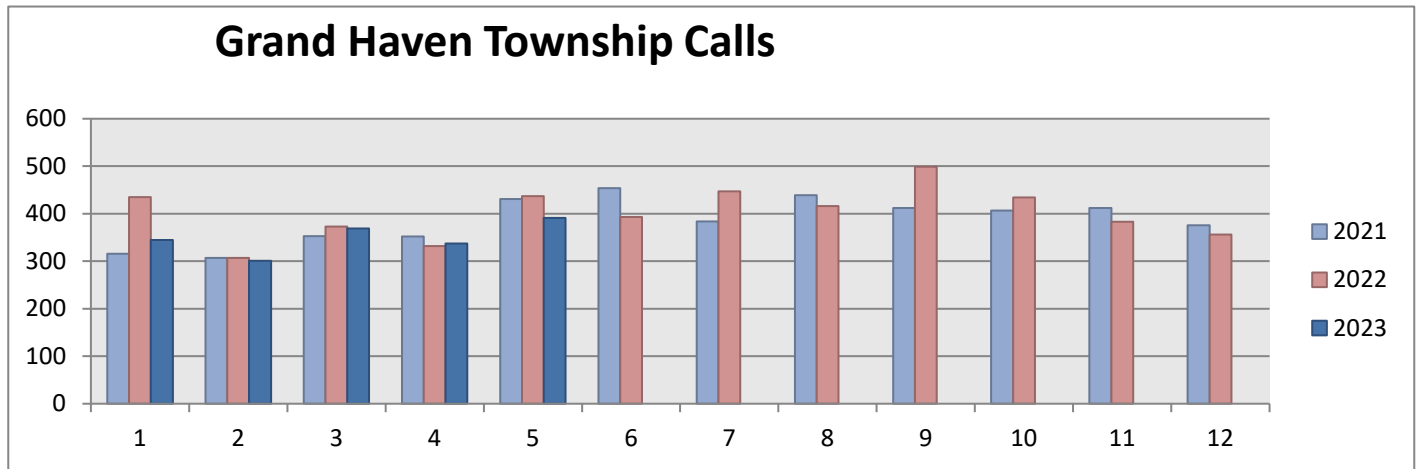
- Deputies continue to work with local communities through Crime Free Multi-Housing.
- Deputies and GHTF/R personnel continue planning for the 911 Academy.
- Deputy Sabo attended the Migrant Resource Council meeting hosted by the "AOBMRC" Allegan, Ottawa, Barry Migrant Resource Council.
- Deputy Sabo continues to plan for the Cops & Cones event at Skoops.
- Deputy Todd instructed GVSU's Police Academy with in class an on the track training.

Thank You,

Deputy Forrest Sabo

Total Number of Calls:

	January	February	March	April	May	June	July	August	September	October	November	December
2021	316	307	353	352	431	454	384	439	412	407	412	376
2022	435	307	373	332	437	393	447	416	499	434	383	356
2023	345	301	369	337	391							



Calls of Interest

	January	February	March	April	May
B & E's	2	4	1	2	1
Larcenies	3	4	2	15	4
Shoplifting	5	4	6	6	2
FTP fuel	0	0	1	0	0
Assist Other	4	3	0	2	5
Assaults	2	0	0	1	1
Domestic	20	14	23	12	25
Animal	8	9	11	19	11
Alarms	8	7	17	8	12
SOR Check	0	1	0	0	1
Traffic	29	37	37	42	47
AGP	7	6	10	8	15
Suspicious	21	13	28	23	23