

**GRAND HAVEN CHARTER TOWNSHIP BOARD  
MONDAY, NOVEMBER 27, 2023**

**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:** Wagenmaker, Reenders, Behm, Meeusen, Kieft, Larsen

**Board members absent:** Redick

Also present was Manager Cargo and Senior Planner Rory Thibault.

IV. APPROVAL OF MEETING AGENDA

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

V. APPROVAL OF CONSENT AGENDA

1. Approve November 13, 2023, Regular Board Minutes
2. Approve Payment of Invoices in the Amount of \$392,374.22 (*A/P checks of \$271,828.81 and payroll of \$120,545.41*)
3. Approve Early Vote Site Agreement with Ottawa County

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

VI. PUBLIC HEARINGS

Supervisor Reenders opened the “Truth in Budgeting” public hearing at 7:01 p.m. on the Fiscal Year 2028 budget proposal.

Manager Cargo noted that copies of the proposed \$38.54 million budget for FY2024 was made available for review to the public at the Township offices and on the Township website. Notice of the budget hearing had been provided in the Grand Haven Tribune on November 17<sup>th</sup>.

There being no public comments, Supervisor Reenders closed the public hearing at 7:03 p.m.

VII. OLD BUSINESS

1. **Motion** by Trustee Meeusen supported by Treasurer Kieft to approve and adopt Resolution 23-11-08 approving the Fiscal Year 2024 Grand Haven Charter Township Appropriations Act. **Which motion carried** pursuant to the following roll call vote:

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

2. **Motion** by Treasurer Kieft supported by Trustee Behm to approve and adopt Resolution 23-11-09 approving the Supervisor's salary in the amount of \$28,486. **Which motion carried** pursuant to the following roll call vote:  
Ayes: Behm, Wagenmaker, Meeusen, Kieft, Reenders, Larsen  
Nays:  
Absent: Redick
3. **Motion** by Trustee Wagenmaker supported Treasurer Kieft to approve and adopt Resolution 23-11-10 approving Clerk's salary in the amount of \$25,231. **Which motion carried** pursuant to the following roll call vote:  
Ayes: Kieft, Reenders, Meeusen, Behm, Wagenmaker, Larsen  
Nays:  
Absent: Redick
4. **Motion** by Trustee Meeusen supported by Clerk Larsen to approve and adopt Resolution 23-11-11 approving the Treasurer's salary in the amount of \$24,331. **Which motion carried** pursuant to the following roll call vote:  
Ayes: Wagenmaker, Larsen, Kieft, Reenders, Behm, Meeusen  
Nays:  
Absent: Redick
5. **Motion** by Clerk Larsen supported by Treasurer Kieft to approve and adopt Resolution 23-11-12 approving the salary for Trustees in the amount of \$5,713. **Which motion carried** pursuant to the following roll call vote:  
Ayes: Meeusen, Behm, Larsen, Kieft, Wagenmaker, Reenders  
Nays:  
Absent: Redick

#### VIII. NEW BUSINESS

1. **Motion** by Treasurer Kieft supported by Trustee Meeusen to present and postpone the proposed Violations Bureau Amendment Ordinance with a draft date of 11/16/2023. Further action will be postponed until December 11<sup>th</sup> when the ordinance will be considered for adoption. This is the first reading. **Which motion carried.**

#### IX. REPORTS AND CORRESPONDENCE

- a. Committee Reports
- b. Manager's Report
  - i. Manager Cargo noted that the Appreciation Dinner for the Township will be held on Thursday, December 7<sup>th</sup>.
  - ii. October Sheriff's Report
  - iii. October Legal Review
- c. Others
  - ✓ Staff provided and update on zoning compliance for an industrial building (*i.e., has*

*met zoning requirements and has a temporary occupancy permit) and an AG enforcement matter (i.e., the AG exemption is revoked, and the property is being reviewed for compliance with the State Construction Code).*

- ✓ Senior Planner Thibault provided an update on the Gracious Grounds 77-unit development, noting issues with the density and private road compliance.

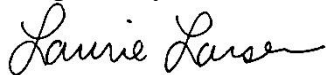
X. PUBLIC COMMENTS

1. Rich Houtteman (*Consumers Energy Community Affairs Manager*) provided an update on the efforts to modernize (*or harden*) the electrical distribution system and discussed options for the Port Sheldon plant property. The goal of Consumers Energy is to have significant weather events have less than 100,000 outages statewide with less than 24 hours without electrical power.

XI. ADJOURNMENT

**Motion** by Clerk Larsen and seconded by Trustee Behm to adjourn the meeting at 7:27 p.m. **Which motion carried**

Respectfully Submitted,



Laurie Larsen

Grand Haven Charter Township Clerk



Mark Reenders

Grand Haven Charter Township Supervisor



**GRAND HAVEN CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
2024 MEETING DATES**

Monday, January 8, 2024  
Monday, January 22, 2024  
Monday, February 12, 2024  
Monday, February 26, 2024  
Monday, March 11, 2024  
Monday, March 25, 2024  
Monday, April 8, 2023  
Monday, April 22, 2024  
Monday, May 13, 2024  
Tuesday, May 28, 2024  
Monday, June 10, 2024  
Monday, June 24, 2024

Monday, July 8, 2024  
Monday, July 22, 2024  
Monday, August 12, 2024  
Monday, August 26, 2024  
Monday, September 9, 2024  
Monday, September 23, 2024  
Monday, October 14, 2024  
Monday, October 28, 2024  
Monday, November 11, 2024  
Monday, November 25, 2024  
Monday, December 9, 2024

All meetings will be held at the Township Hall, 13300 168<sup>th</sup> Avenue, Grand Haven. Work sessions begin at 6:00 p.m. and the regular meetings begin at 7:00 p.m. The agenda and associated documents can be found online at [www.ght.org](http://www.ght.org).

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

HR Director  
13300 168<sup>th</sup> Avenue  
Grand Haven, MI 49417  
(616) 842-5988



## Administrative Memo

DATE: December 7, 2023  
TO: Township Board  
FROM: Karen Sherwood  
RE: Approve Hire of Part-time Firefighters

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### Overview and Process

The PT Firefighter position was recently reposted. Currently the Township has received 9 applications, and we will continually review them as they are received. We were looking to hire a candidate to step into the training spot that is available due to a recent resignation and therefore identified and interviewed the candidate who we believed would do this most successfully. We will continue to process applications for additional hires, but for the current recommendation we needed to have this spot secured so the candidate could participate in training starting in January.

### Teague Wilson

Teague, who has most recently worked as a seasonal grounds crew member at the City of Grand Haven has a strong desire to help people and give back to the community. Wilson, a graduate of Grand Haven High School and a former 911 Academy participant at the Township is eager to expand his knowledge and experiences as a part-time firefighter. Wilson believes it is important to follow your values and to be someone people can count on. He considers himself a good leader and a hard worker, as do his references. The Township will provide Wilson with training to become a qualified firefighter.

Pursuant to state law, the recommendation of Teague Wilson as the next Part-Time Firefighters 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 selection of Teague Wilson as a part-time firefighter/paramedic for Grand Haven Charter Township.**

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



# Community Development Memo

DATE: December 07, 2023  
TO: Township Board  
FROM: Rory Thibault – Senior Planner  
RE: Violation Bureau Amendment Ordinance

## BACKGROUND

A perceived inconsistency in the Township’s violation fine schedule was brought to the Township’s attention during a code-enforcement court proceeding earlier this month.

Per [12.06.07](#) - CODE/ORDINANCE ENFORCEMENT: Offense/Violation

- |   |               |
|---|---------------|
| A. Failure to comply with any provision of any Township Ordinance which provides that a violation thereof is a civil infraction | \$25.00 FINE  |
| B. First repeat offense   | \$100.00 FINE |
| C. Second (or any subsequent) repeat offense  | \$250.00 FINE |

Per [35.02.11](#) - ANTI-LITTERING ORDINANCE: Offense/Violation

- |   |               |
|---|---------------|
| A. The sanction for a violation of this Ordinance | \$50.00 FINE  |
| B. First repeat offense                           | \$250.00 FINE |
| C. Second (or any subsequent) repeat offense      | \$500.00 FINE |

To note: there is not an actual inconsistency because the Code/Ordinance Enforcement ordinance states that if another ordinance establishes other fines (i.e. the Anti-Littering ordinance), those fines shall control. But, to avoid confusion in the future it is prudent to update the schedule. Further, the parking ordinance likewise has a *minimum* \$30.00 fine, which is often issued for \$50.00.

## PROPOSED CHANGE

The Code/Ordinance Enforcement ordinance has been revised to update the violation schedule to be consistent with the other Township civil infraction fine schedules as follows:

1. A schedule of civil fines payable to the Bureau for admissions of responsibility by persons served with the municipal ordinance violation notices is hereby established. The fines for the violations listed shall be as follows, unless a particular ordinance establishing a particular civil infraction establishes other fines, in which case the other fines shall control.

OFFENSE/VIOLATION

- A. Failure to comply with any provision of any Township Ordinance which provides that a violation thereof is a civil infraction. **\$50.00 FINE**
  - B. First repeat offense. **\$250.00 FINE**
  - C. Second (or any subsequent) repeat offense. **\$500.00 FINE**
2. A copy of the schedule, as amended from time to time, shall be posted at the Bureau.

SAMPLE MOTION

If the Township Board finds the above text amendments acceptable, the following motion can be offered:

**Motion to approve the proposed Violations Bureau Amendment Ordinance with draft date of 11/16/2023. This is the second reading.**

Please contact me if this raises questions.

**GRAND HAVEN CHARTER TOWNSHIP  
MUNICIPAL ORDINANCE  
VIOLATIONS BUREAU AMENDMENT ORDINANCE  
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN  
ord. no. \_\_\_\_\_ eff. \_\_\_\_\_**

An Ordinance to amend the ordinance establishing a municipal ordinance violations bureau for the Charter Township of Grand Haven.

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

Section 1.     Schedule of Civil Fines Established. Section 7 of the Grand Haven Charter Township Municipal Ordinance Violations Bureau Ordinance shall be restated in its entirety as follows.

1.     A schedule of civil fines payable to the Bureau for admissions of responsibility by persons served with the municipal ordinance violation notices is hereby established. The fines for the violations listed shall be as follows, unless a particular ordinance establishing a particular civil infraction establishes other fines, in which case the other fines shall control.

OFFENSE/VIOLATION	
A.   Failure to comply with any provision of any Township Ordinance which provides that a violation thereof is a civil infraction.	\$50.00 FINE
B.   First repeat offense.	\$250.00 FINE
C.   Second (or any subsequent) repeat offense.	\$500.00 FINE
2.     A copy of the schedule, as amended from time to time, shall be posted at the Bureau.	

Section 2.     Effective Date. This Ordinance was approved and adopted by the Township Board on \_\_\_\_\_, 2023, after introduction and a first reading on \_\_\_\_\_, 2023, and publication after such reading as required by Public Act 359 of 1947, as amended. This Ordinance shall be effective on \_\_\_\_\_, 2023, which date is at least 30 days after publication of this Ordinance.

\_\_\_\_\_  
Mark Reenders, Township Supervisor

\_\_\_\_\_  
Laurie Larsen, Township Clerk

**CERTIFICATE**

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Grand Haven Charter Township Municipal Ordinance Violations Bureau 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 \_\_\_\_\_ members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the *Grand Haven Tribune* on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Laurie Larsen, Clerk  
Grand Haven Charter Township



# SUPERINTENDENT'S MEMO

DATE: December 7, 2023  
TO: Township Board  
FROM: Cargo and Sandoval  
SUBJECT: Final FY2023 Budget Amendments

Attached, please find the proposed final budget amendments for FY2023 and the resolution necessary to adopt the changes.

In brief, the changes are mostly to the positive with no problems or concerns.

- 1) The General Fund revenues are increased↑ by about **\$50k** mostly due to increased collection of fees and reimbursements.

The General Fund expenditures increased↑ are by about **\$12k**, mostly due to the decision by the Board to support the BLP Community Energy Plan (CEP) project. (*Salaries are also shifted from other Funds to the General Fund.*)

The undesignated fund balance of the General Fund is expected to be about **\$2.21 million** while the designated fund balance remains at \$1 million. This is considered a very robust and healthy fund balance and exceeds the Township's Fund Balance policy for the General Fund.

- 2) The Fire/Rescue Fund revenues are decreased↓ by about **\$3k**, mostly due to reimbursements being reduced, while expenditures are decreased↓ by about **\$13k**, which is mostly related to the capital costs of equipping the new brush truck being less than budgeted.

The fund balance of the Fire/Rescue Fund is projected to be about **\$914k** after the budget amendments are adopted.

- 3) The ARPA Fund revenues are increased↑ by about **\$3k** because of higher than anticipated interest earnings.

The fund balance of the ARPA Fund is expected to be about **\$43k** after the budget amendments are adopted. (*Recall that the remaining ARPA monies will not be recognized*)

*until FY2024 when these federal grant monies are obligated.)*

- 4) The Fire Station Construction Fund revenues decreased↓ by about \$50k due to interest income being less than anticipated.

The fund balance of the Fire Station Construction Fund is expected to be about **\$11.27 million** after the budget amendments are adopted.

- 5) The Pathway Fund revenues are increased↑ by about **\$1k**, due to interest income being higher, while expenditures are increased↑ by about **\$3k**, which is due to property and Liability insurance costs.

The fund balance of the Pathway Fund is projected to be about **\$150k** after the budget amendments are adopted.

- 6) Sewer Fund revenues are increased↑ by about **\$2k** mostly related late fees.

Sewer Fund expenditures are increased↑ by about **\$35k** mostly related to a Sewer Authority audit adjustment.

The fund balance of the Sewer Fund will be an estimated **\$1.40 million** after the budget amendments are adopted.

- 7) The Water Fund revenues are increased↑ by about **\$75k** mostly due to water sales. At the same time, expenditures are increased↑ by about **\$15k** mostly related to a variety of maintenance activities and salaries being shifted into the Fund.

The fund balance of the Water Fund will be an estimated **\$4.71 million** after the budget amendments are adopted. These monies will be used, in part, to fund the third transmission construction project in FY2024.

- 8) IT Fund revenues are increased↑ by about **\$1k** because of interest income.

The fund balance of the IT Fund will be an estimated **\$62k** after the budget amendments are adopted.

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

**Move to adopt Resolution 23-12-01 that adopts the final budget amendments for fiscal year 2023.**

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

**GRAND HAVEN CHARTER TOWNSHIP**  
**BUDGET AMENDMENTS & LINE ITEM TRANSFERS**  
**GENERAL FUND**  
**December 11, 2023**

		From	To	+ or (-)
General Fund Revenues				
477.000	Franchise Fees	224,500	230,500	6,000
627.000	Building Permit Fees	385,000	395,000	10,000
628.000	Electrical Permit Fees	52,900	54,900	2,000
629.000	Plumbing Permit Fees	56,500	58,500	2,000
630.000	Mechanical Permit Fees	68,900	72,900	4,000
651.000	Boat Launch Fees	35,000	32,500	(2,500)
665.000	Interest Income	86,100	89,100	3,000
673.000	Sale of Fixed Assets (Dump Truck)	0	15,730	15,730
676.000	Reimbursements (NORA soccer goals)	27,900	38,010	10,110
<b>TOTAL GENERAL FUND REVENUE</b>		<b>4,961,990</b>	<b>5,012,330</b>	<b>50,340</b>
Dept. Group 101 - Legislative				
885.000	Community Promotion (Energy Plan)	21,600	32,600	11,000
	<b>Total</b>	<b>209,440</b>	<b>220,440</b>	<b>11,000</b>
Dept. Group 253 - Treasurer				
900.000	Printing & Publishing	5,000	5,500	500
	<b>Total</b>	<b>53,250</b>	<b>53,750</b>	<b>500</b>
Dept. Group 262 - Elections				
727.000	Office Supplies & Postage	26,000	25,000	(1,000)
941.000	Building Rental	700	1,400	700
956.000	Miscellaneous	620	740	120
	<b>Total</b>	<b>89,700</b>	<b>89,520</b>	<b>(180)</b>
Dept. Group 265 - Building & Grounds				
936.000	Equipment Maintenance (Leak in fork lift)	9,000	10,000	1,000
	<b>Total</b>	<b>170,730</b>	<b>171,730</b>	<b>1,000</b>
Dept. Group 371 - Community Development				
802.000	Conferences, Dues & Subs	6,390	6,790	400
807.000	Plumbing Inspections	23,100	26,400	3,300
	<b>Total</b>	<b>699,170</b>	<b>702,870</b>	<b>3,700</b>
Dept. Group 448 - Street Lighting				
920.000	Light Districts	130,210	132,210	2,000
	<b>Total</b>	<b>132,510</b>	<b>134,510</b>	<b>2,000</b>
Dept. Group 567 - Cemetery				
702.000	Salaries	102,520	104,520	2,000
923.000	Water Expense	9,000	14,500	5,500
	<b>Total</b>	<b>208,880</b>	<b>216,380</b>	<b>7,500</b>

**GRAND HAVEN CHARTER TOWNSHIP**  
**BUDGET AMENDMENTS & LINE ITEM TRANSFERS**  
**GENERAL FUND**  
**December 11, 2023**

		From	To	+ or (-)
		<hr/>		
Dept. Group 751 - Parks and Recreation				
702.000	Salaries	213,580	226,580	13,000
715.000	FICA	16,240	17,840	1,600
802.000	Conferences, Dues & Subs	600	1,000	400
931.000	Fertilizer Expense	6,500	8,510	2,010
965.000	Equipment Purchases (Line painter for fields)	6,500	9,100	2,600
971.000	Capital Outlay (Rider Striper)	279,000	267,000	(12,000)
971.250	Capital Outlay - Professional Fees	10,000	14,000	4,000
	<b>Total</b>	<hr/> 803,340	<hr/> 814,950	<hr/> 11,610
 <b>TOTAL GENERAL FUND EXPENDITURES</b>		 5,161,030	 5,198,160	 37,130
 <b>GENERAL FUND - FUND BALANCE:</b>				
	Fund Balance (From 2022 Financial Audit)			3,395,885
	2023 Revenue			4,961,990
	Total Revenue budget amendments			50,340
	2023 Amended Revenue			5,012,330
	2023 Expenditures			5,161,030
	Total Expense budget amendments			37,130
	2023 Amended Expenditures			5,198,160
	<b>Net Budget Amendments</b>			<b>13,210</b>
	Projected Total Fund Balance - 12/31/23			3,210,055
	Projeected Undesignated Fund Balance - 12/31/23			2,210,055
	Projeected Designated Fund Balance - 12/31/23			1,000,000
	Undesignated Fund Balance as a % of General Fund Expenditures			42.52%

**GRAND HAVEN CHARTER TOWNSHIP**  
**BUDGET AMENDMENTS & LINE ITEM TRANSFERS**  
**FIRE/RESCUE FUND**  
**December 11, 2023**

		From	To	+ or (-)
<b>Fire Fund Revenues</b>				
665.000	Interest Income	48,000	49,000	1,000
676.000	Reimbursements	5,000	0	(5,000)
676.500	Reimbursements-Employee Health Ins	2,400	3,000	600
684.000	Miscellaneous Income	1,500	2,000	500
<b>TOTAL FIRE/RESCUE FUND REVENUE</b>		1,875,510	1,872,610	(2,900)
 <b>Dept. Group 336 - Fire/Rescue Department</b>				
716.000	Medical Care & Physicals	8,380	5,380	(3,000)
802.500	Employee Tuition Reimburse (Headley)	4,600	7,600	3,000
826.000	Property & Liability Insurance	23,680	25,380	1,700
923.000	Water Expense	3,000	3,200	200
971.000	Capital Outlay (Brush truck complete)	88,000	73,000	(15,000)
<b>TOTAL FIRE DEPT. EXPENDITURES</b>		1,692,770	1,679,670	(13,100)
 <b>FIRE DEPARTMENT FUND BALANCE:</b>				
	Fund Balance (From 2022 Financial Audit)			721,516
	2023 Revenue			1,875,510
	Total revenue budget amendments			(2,900)
	2023 Amended Revenue			1,872,610
	2023 Expenditures			1,692,770
	Total expense budget amendments			(13,100)
	2023 Amended Expenditures			1,679,670
	<b>Net Budget Amendments</b>			<b>10,200</b>
	Projected Total Fund Balance - 12/31/23			914,456

**GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
AMERICAN RESCUE PLAN ACT  
December 11, 2023**

	From	To	+ or (-)
ARPA Revenues			
665.000 Interest Income	32,750	35,750	3,000
<b>TOTAL FUND REVENUE</b>	622,750	625,750	3,000

Dept. Group 000 - ARPA Department (No Changes)

<b>TOTAL EXPENDITURES</b>	590,000	590,000	0
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**ARPA FUND BALANCE:**

Fund Balance (From 2022 Financial Audit)	7,491
2023 Revenue	622,750
Total revenue budget amendments	3,000
2023 Amended Revenue	625,750
2023 Expenditures	590,000
Total expense budget amendments	0
2023 Amended Expenditures	590,000
<b>Net Budget Amendments</b>	<b>3,000</b>
Projected Total Fund Balance - 12/31/23	43,241

**GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
FIRE STATION CONSTRUCTION FUND  
December 11, 2023**

	From	To	+ or (-)
Fire Station Construction Revenues			
665.000 Interest Income	200,000	150,000	(50,000)
<b>TOTAL FUND REVENUE</b>	12,560,000	12,510,000	(50,000)
 Dept. Group 000 - Fire Department (No changes)			
	0	0	0
<b>TOTAL EXPENDITURES</b>	1,238,460	1,238,460	0
 <b>FIRE STATION CONSTRUCTION FUND BALANCE:</b>			
Fund Balance (From 2022 Financial Audit)			0
2023 Revenue			12,560,000
Total revenue budget amendments			(50,000)
2023 Amended Revenue			12,510,000
2023 Expenditures			1,238,460
Total expense budget amendments			0
2023 Amended Expenditures			1,238,460
<b>Net Budget Amendments</b>			<b>(50,000)</b>
Projected Total Fund Balance - 12/31/23			11,271,540

**GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
PATHWAY FUND  
December 11, 2023**

	From	To	+ or (-)
Pathway Revenues			
665.000 Interest Income	18,000	19,500	1,500
<b>TOTAL FUND REVENUE</b>	525,660	527,160	1,500
Dept. Group 000 - Pathway Department			
826.000 Property & Liability Insurance	3,720	6,230	2,510
<b>TOTAL EXPENDITURES</b>	689,490	692,000	2,510

**PATHWAY FUND BALANCE:**

Fund Balance (From 2022 Financial Audit)		315,122
2023 Revenue		525,660
Total revenue budget amendments		1,500
2023 Amended Revenue		527,160
2023 Expenditures		689,490
Total expense budget amendments		2,510
2023 Amended Expenditures		692,000
<b>Net Budget Amendments</b>		<b>(1,010)</b>
Projected Total Fund Balance - 12/31/23		150,282

**GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
SEWER FUND  
December 11, 2023**

	From	To	+ or (-)
Sewer Fund Revenues			
634.000 Lateral Charges/Insp Fees	1,050	1,450	400
658.000 Late Charges	9,200	10,700	1,500
<b>TOTAL SEWER FUND REVENUE</b>	<b>1,033,800</b>	<b>1,035,700</b>	<b>1,900</b>
Dept. Group 590.537 - Sewer Fund			
810.000 Wastewater Treatment	255,480	280,480	25,000
936.410 Wastewater System Maintenance	30,000	40,000	10,000
<b>TOTAL SEWER FUND EXPENDITURES</b>	<b>738,170</b>	<b>773,170</b>	<b>35,000</b>

**SEWER FUND CASH RESERVES:**

Cash Reserves from 2022 Financial Audit	1,137,756
2023 Revenue	1,033,800
Total Revenue budget amendments	1,900
2023 Amended Revenue	1,035,700
2023 Expenditures	738,170
Total Expense budget amendments	35,000
2023 Amended Expenditures	773,170
<b>Net Budget Amendments</b>	<b>(33,100)</b>
Projected Unassigned Cash Reserves - 12/31/23	1,400,286

**GRAND HAVEN CHARTER TOWNSHIP**  
**BUDGET AMENDMENTS & LINE ITEM TRANSFERS**  
**WATER FUND**  
**December 11, 2023**

	From	To	+ or (-)
Water Fund Revenues			
614.000 Various Fees	350	850	500
642.000 Utility Sales	1,896,160	1,926,160	30,000
642.200 Readiness to Serve Charge	1,084,360	1,114,360	30,000
665.000 Interest Income	119,000	129,000	10,000
667.000 Hydrant Rental Income	1,870	2,550	680
671.000 Lease Payments	40,830	45,350	4,520
<b>TOTAL WATER FUND REVENUE</b>	<b>3,917,130</b>	<b>3,992,830</b>	<b>75,700</b>
Dept. Group 591.536 - Water Department			
702.000 Salaries	229,270	236,470	7,200
715.000 FICA	17,160	17,760	600
727.000 Office Supplies & Postage (Water samples)	11,000	14,000	3,000
803.000 Contracted Services	41,000	36,000	(5,000)
923.000 Water Expense	3,200	3,700	500
930.000 Maint & Repair of B&G (Floor drain cleaned)	6,400	8,400	2,000
936.310 Hydrant Maintenance	15,900	20,900	5,000
936.330 Meter Station Maintenance	13,000	14,000	1,000
961.000 Meter Purchases	51,200	52,300	1,100
<b>TOTAL WATER FUND EXPENDITURES</b>	<b>2,955,740</b>	<b>2,971,140</b>	<b>15,400</b>
<b>WATER FUND CASH RESERVES:</b>			
Cash Reserves from 2022 Financial Audit			3,688,160
2023 Revenue			3,917,130
Total Revenue budget amendments			75,700
2023 Amended Revenue			3,992,830
2023 Expenditures			2,955,740
Total Expense budget amendments			15,400
2023 Amended Expenditures			2,971,140
<b>Net Budget Amendments</b>			<b>60,300</b>
Projected Unassigned Cash Reserves - 12/31/23			4,709,850

**GRAND HAVEN CHARTER TOWNSHIP  
BUDGET AMENDMENTS & LINE ITEM TRANSFERS  
INFORMATION TECHNOLOGIES  
December 11, 2023**

	From	To	+ or (-)
IT Revenues			
665.000 Interest Income	100	1,350	1,250
<b>TOTAL FUND REVENUE</b>	431,890	433,140	1,250

Dept. Group 000 - IT Department (No changes)

<b>TOTAL EXPENDITURES</b>	431,790	431,790	0
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**INFORMATION TECHNOLOGY FUND BALANCE:**

Cash Reserves from 2022 Financial Audit	61,152
2023 Revenue	431,890
Total revenue budget amendments	1,250
2023 Amended Revenue	433,140
2023 Expenditures	431,790
Total expense budget amendments	0
2023 Amended Expenditures	431,790
<b>Net Budget Amendments</b>	<b>1,250</b>
Projected Unassigned Cash Reserves - 12/31/23	62,502

**RESOLUTION NO. 23-12-01**

**WHEREAS**, Grand Haven Charter Township has formally adopted the 2023 fiscal year budget;

**WHEREAS**, the Grand Haven Charter Township Board of Trustees have determined that the proposed attached amendments to this budget are necessary to comply with the requirements of the State of Michigan and to respond to changes that have occurred since the budget was adopted in November of 2022;

**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 2023 Final Budget Amendments.

**SECTION 2:**

The list of attached amendments to the 2023 fiscal year budget are found to be acceptable and are adopted by the Board.

**SECTION 3:**

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

**AYES:**

**NAYS:**

**ABSENT AND NOT VOTING:**

**RESOLUTION DECLARED:     ADOPTED.**

The **motion** carried and the resolution was duly adopted on December 11, 2023.

---

Laurie Larsen, Township Clerk  
Dated: December 11, 2023



## Administrative Memo

DATE: December 11, 2023  
TO: Township Board  
FROM: Karen Sherwood  
RE: Fire/Rescue Contract Negotiations

---

### Overview and Process

Please find the attached proposed collective bargaining agreement between Grand Haven Charter Township and Local 4475 of the International Association of Firefighters, AFL-CIO. The current agreement expires December 31, 2023. This will be the sixth collective bargaining agreement with the union.

Grand Haven Charter Township's negotiating committee (Cargo, Sherwood, and Schrader) worked with the IAFF's negotiating committee (Peterson, Schweitzer, and Whitaker) to discuss changes to specific areas of the union's contract. Both committees worked well together based upon the mutual trust established as a foundation for open dialogue. Sherwood drafted contract language for each area, and these were presented and discussed with the IAFF committee until final contract language was agreed upon. Since the Administration did not believe that this collective bargaining process would be contentious or complicated, Attorney Bultje was not included on the GHT Negotiations Committee.

The contract maintains all management rights, provides wages based upon the wage survey, and offers benefits that are substantially like non-union employees of the Township. The advantage of the collective bargaining agreement from the union's perspective are the protections that are awarded through the grievance process, and a five-year period where the members know what to expect in terms of wages, benefits, and working conditions. Finally, the majority of the Local 4475 of the International Association of Firefighters, AFL-CIO approved the proposed agreement on November 25, 2023.

### Contract Updates/Changes

Below is a summary of the proposed contract changes:

- **Article 9: Seniority | Section 9.2. Seniority for Shift Bidding**

This section was modified to add that length of time in the Township would be used for shift bidding if rank were equal among staff.

- **Article 10: Layoffs, Recalls, Transfers and Promotions | Section 10.5. Temporary Assignment to Position**  
This section added temporary assignment or promotion to the type of vacancy which originally included only employee injury or illness. This section also would pay staff retroactively from day one if they are on the temporary assignment for more than 30 days.
- **Article 14: Paid Time Off | Section 14.8 Sale of Paid Time Off**  
The changes in this section include employees being able to sell their paid time off with 45 days' notices in lieu of doing so quarterly. It would also require the final PTO sale request to be submitted by November 15 of the prospective year for budgeting purposes.
- **Article 17: Insurance | Section 17.1 Group Health Insurance**  
As was presented with the budget, the amount of money staff would receive in lieu of health care would be 30% of Michigan Department of Treasury's hard cap limit for single subscriber and double/full family. This would allow the cash in lieu amount to increase yearly along with the cap amounts.
- **Article 22: Physical Fitness Requirements | Section 22.3 Physical Examinations**  
This section was updated to identify the required physical to be conducted during odd years and the optional physical to occur during even years. In addition, staff may choose that either physical be conducted by the Township's medical personnel or medical personnel of their choice. In either case, the employee must be approved to work as a full-time firefighter. If the employee chooses their own medical personnel, the Township would pay up to \$350 toward this expense. This is currently the amount the Township pays for physicals.
- **Article 23: Uniforms and Equipment | Section 23.1 Uniforms and Equipment**  
A section was added to provide uniforms and equipment for the non-24 hour employees and some slight modifications were made to the 24-hour fire/rescues employees with the most significant to include providing a Class A uniform, as determined by the Fire Chief.
- **Article 24: Miscellaneous | Section 24.2 Paramedic Incentive Pay.**  
This section would change paramedic pay to from \$0.94 per hour to \$1.15 per hour which would also increase at the annual percentage provided to salaries. In addition, employees would be paid the \$1.15 per hour for time not worked such as PTO whereas in the past this hourly incentive did not apply.
- **Article 25: Duration of the Contract | Section 25.1 Termination**  
The contract length would be from January 1, 2024 through December 31, 2028.

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

**Move to approve the proposed collective bargaining agreement (dated 11/27/2023) that will be effective January 1, 2024, between Grand Haven Charter Township and Local 4475 of the International Association of Firefighters, AFL-CIO and to authorize the Supervisor and Clerk to execute the agreement.**

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

**Collective Bargaining Agreement**  
**Between Grand Haven Charter Township and**  
**Local 4475 of the International Association of**  
**Firefighters, AFL-CIO-CLC**



Updated: 11-27-23

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# Agreement

THIS AGREEMENT is entered into this 1<sup>st</sup> day of **January 2024**, between GRAND HAVEN CHARTER TOWNSHIP (the "Township"), and the LOCAL 4475 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the GRAND HAVEN TOWNSHIP PROFESSIONAL FIREFIGHTERS, AFL-CIO-CLC (the "Union"), representing the full-time firefighters in the Township's Fire and Rescue Department.

## Article 1: Recognition

### *Section 1.1 Collective Bargaining Unit.*

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

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

### *Section 1.2 Purpose.*

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

### *Section 1.3 Full-Time Firefighter.*

A full-time firefighter is defined as a Township employee working in the Fire/Rescue Department as a firefighter who is regularly scheduled to work and who regularly does work at least the amount in subsection a or the amount in subsection b below.

- a. 24-hour employees (i.e., employees regularly scheduled to work 24 hours per day on their workdays). These full-time firefighters are regularly scheduled to work and regularly do work at least 212 hours in a 28-day work period. This definition shall not include an employee who works at least 212 hours in a 28-day work period for a defined period of time, not to exceed six months, for a specific reason (e.g., another employee's disability, termination, personal leave, etc.)
- b. Non 24-hour employees (i.e. employees regularly scheduled to work less than 24 hours per day on their work days). These full-time firefighters may be regularly scheduled to work and do work up to 96 hours for a bi-weekly pay period on a schedule determined by the Township. However, the Union and the Township agree that the non-24 hour Captain is always on duty regardless of break periods and may be required to respond to emergency situations when they arise, as determined by management.

## **Article 2: Union Security**

### ***Section 2.1 Not Compulsory.***

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

### ***Section 2.2 Union Membership.***

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

### ***Section 2.3 Invalidity.***

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

### ***Section 2.4 Indemnification.***

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

### ***Section 2.5 Bulletin Board.***

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

### ***Section 2.6 Notices and Bulletins.***

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

### ***Section 2.7 Union Meetings.***

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

## **Article 3: Dues Check-Off**

### ***Section 3.1 Deduction.***

The Employer agrees to deduct, from the pay of each employee, union dues and pay such amount deducted to the Local 4475 IAFF Treasurer for each and every employee, but only if the employee

presents to the Township an authorization signed by the employee allowing such deduction and payment to the Union.

**Section 3.2 Indemnification.**

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

**Section 3.3 Authorization Form.**

Please Print:

By: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
LAST NAME FIRST NAME MIDDLE INITIAL

TO: Charter Township of Grand Haven, Michigan

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

**Article 4: Union Representation**

**Section 4.1 Bargaining Committee and Steward.**

The Township agrees to recognize a collective bargaining committee composed of three members of the Union. The Union reserves the right to include a representative from the State or International Union and/or its labor attorney and/or the labor attorney's designee on the committee. The function of the

committee shall be to meet with representatives of the Township for purposes of collective bargaining or special conferences convened in accordance with this Agreement. One member of the Union shall be designated as steward and one member designated as alternate steward. The duty of the steward, and the alternate in the absence of the steward, shall be to assist in the administration of this Agreement in accordance with the grievance procedure.

***Section 4.2 Communications.***

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

***Section 4.3 Grievance Processing.***

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

***Section 4.4 Notification.***

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

***Section 4.5 Lost Time.***

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

## **Article 5: Rights of the Township**

### **Section 5.1 Management Rights.**

- a. The Union recognizes that it is in the best interest of the residents of the Township that the Township retains broad management rights and powers conferred upon it by the Constitution and laws of the State of Michigan with respect to making decisions about the provision of public safety services to Township residents. Except as specifically limited by other Sections of this Agreement, the Township retains all customary rights and powers of management, including but not limited to the following:
  1. The Township reserves the right to determine whether any public safety services or other related or unrelated work performed by the bargaining unit will be provided by the Township to its residents; pursuant to Section 5.3 of this Agreement whether any or all

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

2. The Township reserves the right to subcontract work normally performed by the bargaining unit pursuant to Section 5.3 of this Agreement.
3. The Township reserves the right to determine the work to be performed by the bargaining unit; the assignment of part-time employees to temporarily fill full-time positions or shifts; the assignment of work to individual employees; the uniforms to be worn; the equipment to be used; and the procedures, methods and means to be used in accordance with the limitations of Section 5.2.
4. The Township reserves the right to direct and evaluate the work force; to determine the size of the work force; to hire, promote, place on leave of absence, transfer, suspend, demote, discipline, discharge, layoff, and recall employees; to determine the number, starting time, ending time, and duration of shifts; to determine reasonable sleeping times; to assign employees to shifts; to determine the number of employees assigned to each shift; to determine the number of employees assigned to any operation, function, or work assignment; to determine the hours of work, work week, work period, pay period, and tours of duty; to determine work schedules; and to determine and assign overtime.
5. The Township reserves the right to determine the location and number of facilities to be staffed and/or utilized by the Fire/Rescue Department, and to determine the equipment, supplies, and other things to be purchased and used by the Fire/Rescue Department.
6. The Township reserves the right to determine all financial matters pertaining to the Fire/Rescue Department, including but not limited to the applicable payroll period, annual budget, modifications to the annual budget, and the expenditure of Fire/Rescue Department funds.
7. The Township reserves the right to maintain order, productivity, and efficiency.
8. The Township reserves the right to determine, establish, continue, add, delete, combine, reorganize, or otherwise modify operations, work standards, general orders and/or operating procedures, rules of conduct, safety rules, and the discipline to be imposed for violations of any of them.
9. The Township reserves the right to determine, establish, add, delete, combine, reorganize, or otherwise modify qualifications and conditions for employment, including testing procedures and content.
10. The Township reserves the right to make judgments regarding skill, ability, and qualifications of employees, and to determine who will be supervisors in accordance with the promotional procedure in Section 10.4 of the Agreement.

11. The Township reserves the right to determine, establish, add, delete, combine, reorganize, or otherwise modify training requirements.
  12. The Township reserves the right to implement changes necessary to bring the Township into compliance with applicable Federal, State, or local laws/ordinances.
- b. The Township shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violations of those rules; to make judgments as to ability and skill; and to establish and change work schedules. These rights shall not be exercised in violation of any specific provisions of this Agreement. All existing rules and regulations, including standard operating procedures but excluding the Township Personnel Policies and Procedures Manual, in effect as of the effective date of this Agreement shall remain in effect.

***Section 5.2 Rules and Regulations.***

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

***Section 5.3 Subcontracting and Assigning.***

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

***Section 5.4 Agreements with Other Municipal Entities.***

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

***Section 5.5 Continuation of Part-Time Fire/Rescue Program.***

The Union recognizes that the Township has a part-time Fire/Rescue program, which the Union agrees may continue to exist. Neither the Union nor any of its members or officers shall take action intended to adversely affect the continuation of the Township's part-time Fire/Rescue program. The Union recognizes that there may be periods where part-time staff may hold positions of authority over full-time

staff under the incident command system. Part-time staff shall not hold positions of rank over full-time staff.

## **Article 2: No Strike – No Lockout**

### ***Section 6.1 Essential Services.***

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

### ***Section 6.2 No Strike.***

Because of the prohibition of strikes in Act 336 of the Michigan Public Acts of 1946, as amended, and because of the Union's commitments in this Agreement, the Union agrees that neither it nor its members will for any reason, directly or indirectly, call, sanction or engage in any strike, walkout, slowdown, stay away, limitation of service, boycott of a primary or secondary nature, picketing or any other activity that may disturb, restrict or interfere with the services provided by the Township and its peaceful operations.

### ***Section 6.3 Discipline or Discharge.***

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

### ***Section 6.4 No Lockout.***

The Township agrees that during the term of this Agreement, it will not lockout any employee covered by this Agreement.

## **Article 7: Grievance Procedure**

### ***Section 7.1 Definition of Grievance.***

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

### ***Section 7.2 Grievance Procedure.***

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

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

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

- b. STEP 2. If the grievance is not satisfactorily settled in Step 1, and if the Union wishes to pursue the grievance, then the grievance must be reduced to writing. The grievance shall list the Sections of the Agreement alleged to have been violated, it shall be signed by the grievant, and it shall be submitted to the Fire Chief within 10 business days from the Fire Chief's answer in Step 1. The Fire Chief and the steward shall discuss the grievance in an attempt to resolve the matter. The Fire Chief shall answer the grievance in writing and return it to the steward within 10 business days after that meeting.
- c. STEP 3. If the grievance is not satisfactorily settled in Step 2, the Union may appeal the decision of the Fire Chief by submitting the written grievance to the Township Superintendent within 10 business days following receipt of the Fire Chief's answer in Step 2. The Township Superintendent may schedule a meeting with the steward to discuss the grievance in an attempt to settle the matter. If that discussion is held, it may be held during a personal meeting or by a conference telephone call. The Township Superintendent shall answer the grievance in writing and return it to the steward within 10 business days after the meeting, if it is held, or else within 30 calendar days after the Township Superintendent receives the grievance from the Union if the meeting is not held.
- d. STEP 4. For any grievance which is arbitrable, the Union may appeal the decision of the Township Superintendent to binding arbitration by giving written notice to the Township of its desire to arbitrate within 30 calendar days after receipt of the Township Superintendent's answer in Step 3.

### ***Section 7.3 Selection of Arbitrator.***

If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement, one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the American Arbitration Association, with each party alternately striking a name (the Union shall strike first). The remaining name shall serve as arbitrator. Upon request of either party, a second panel may be obtained in lieu of the first panel, and the selection process shall be repeated, including the right to obtain one more panel of arbitrators. The arbitrator's decision shall be binding. Each party shall bear the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Union and the Township.

### ***Section 7.4 Arbitrator's Powers.***

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

these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

***Section 7.5 Time Limitation.***

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

***Section 7.6 Time Computation.***

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

***Section 7.7 Group Grievance.***

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

***Section 7.8 Veteran's Preference Act.***

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

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

## **Article 8: Discipline**

***Section 8.1 Township Discretion.***

- a. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Township, subject to the terms of this Agreement. Discharge, suspension, or discipline must be by proper written notice to the employee, and only if the Township has just cause to take such action.
- b. The Township agrees that disciplinary action it has taken against an employee more than three years before the employee applies for a promotion shall not be considered by the Township when deciding whether or not to promote that employee to the applied-for position.

***Section 8.2 Discussion.***

The discharged, suspended, or disciplined employee will be allowed to discuss the discharge, suspension, or discipline with the steward. The Township will generally make available an area where the employee

may do so before leaving the Township property. Upon request, the Township will discuss the discharge, suspension or discipline with the employee and the steward.

***Section 8.3 Acknowledgment of Discipline.***

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

***Section 8.4 Timeliness.***

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

***Section 8.5 Types of Discipline.***

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

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

- a. **Verbal Warning.** A verbal statement by the supervisor to an employee, usually pointing out an unsatisfactory element of job performance, is intended to be corrective or cautionary. A verbal warning informally defines the area of needed improvement, sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions. A copy shall be given to the Human Resources Director for placement in the employee's personnel file.
- b. **Written Reprimand.** This is the first level of formal discipline. The written reprimand is issued by the Fire Chief with the approval of the Township Superintendent, and a copy to the Human Resources Director for placement in the employee's personnel file.
- c. **Suspension.** An employee may be suspended from work without pay by recommendation of the Fire Chief to the Township Superintendent. Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, coworkers, the public, or the employee's inability to discharge assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee immediately in that situation will be the Fire Chief's. The following procedure is then to be followed.
  1. The Fire Chief, upon taking action to suspend an employee, will immediately notify the Township Superintendent and Human Resources Director.
  2. As soon as possible after the initial action, but not later than three working days, the Township Superintendent will prepare written notification to the affected employee, setting forth the reasons for and the length of the suspension.

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

- d. **Disciplinary Demotion.** Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of the Fire Chief and approval of the Township Superintendent. A copy of such written notice will be given to the affected employee.
- e. **Discharge.** Subject to Section 8.1, the employee or the Township is free to terminate the employment relationship at any time. Recommendations to discharge an employee are to be made by the Fire Chief and authorized by the Township Superintendent. In exercising such a policy, the Township will attempt to inform an affected employee confidentially of the circumstances surrounding a discharge. In any event, prior to a discharge, an employee will be given written notice of the charges against the employee. The employee will be given an opportunity to respond to the charges before any discharge takes effect.

## **Article 9: Seniority**

### ***Section 9.1 Seniority Definition.***

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

### ***Section 9.2. Seniority for Shift Bidding.***

Seniority will be used in general for shift bidding. When the shift openings are posted by the Fire Chief, bargaining unit employees may select which shift they want to work determined first by rank and if rank is equal, length of time in the Township shall be used. The Township reserves the right to make shift assignment adjustments based on skills, compatibility, and other management objectives.

### ***Section 9.3 Probationary Period.***

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

### ***Section 9.4 Seniority List.***

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

***Section 9.5 Loss of Seniority.***

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

- a. The employee resigns or quits.
- b. The employee is discharged, and the discharge is not reversed.
- c. The employee retires.
- d. The employee is convicted of a felony in a court of law, or the employee is convicted of any criminal offense concerning the employee's lack of honesty or the employee's threat to the safety of others.
- e. The employee is absent without approved leave for three consecutive scheduled workdays unless the employee's absence is for a reason satisfactory to the Township.
- f. The employee fails to return from paid time off, disciplinary suspension, or any leave of absence on the specific date of return, unless the employee's failure to return is for a reason satisfactory to the Township.
- g. The employee has been on layoff for a period of time equal to the employee's seniority at the time of layoff or 12 months, whichever is less.
- h. The employee is on medical leave for a period of 12 consecutive months or until the employee is able to retake the agility test, whichever is longer. The Township Board of Trustees, in its discretion, may grant an even longer period to an employee who is on workers' compensation leave. The Township Board of Trustees may consider whether or not the employee is receiving worker's compensation benefits when deciding whether or not to give the employee a longer period.
- i. The employee makes a false statement on the employee's employment application or on an application for a leave of absence.
- j. The employee accepts employment while on a leave of absence, unless approved in advance by the Township.
- k. The employee is incarcerated for three consecutive scheduled workdays.
- l. The employee fails to meet all qualifications for the employee's position, including but not limited to possession of a valid unrestricted driver's license, fitness, and training in accordance with the terms of this Agreement.

**Article 10: Layoffs, Recalls, Transfers and Promotions**

***Section 10.1 Indefinite Layoff.***

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

- a. The first employees to be laid off shall be any part-time employees. If further layoffs or reductions to part-time status are necessary, the Township agrees to lay off or reduce probationary full-time employees. If even further layoffs or reductions are necessary, the Township agrees to lay off or reduce to part-time status the employees with the least seniority in the rank and classification affected, but only if the remaining senior employees have the experience and training to perform the required work.
- b. If it is necessary to reduce the number of command officers from the Fire/Rescue Department, the command officer may replace an equipment operator if the command officer has greater seniority and the experience and training to perform the required work. A command officer who replaces an equipment operator under this procedure shall receive the equipment operator's rate of pay.
- c. Seniority shall not accrue during any layoff. Benefits such as but not limited to vacation and sick leave do not accrue or continue during any layoff.
- d. If an employee is laid off for six months or more, the Township may require the employee to have a physical examination prior to returning to active duty.

***Section 10.2 Recall.***

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

***Section 10.3 Transfer from the Bargaining Unit.***

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

***Section 10.4 Promotion to Command Position.***

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

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

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

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

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

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

1. A written test.
  2. An assessment center or other management exercise if deemed appropriate by the Township; and
  3. An interview panel.
- c. The written test, assessment center or other management exercise will be administered no later than four weeks after the close of the application period, or extended application period. General firefighter knowledge as well as command and management techniques shall be tested. The Township will assure that any resource material pertinent to the test will be available for candidates at least two weeks prior to the test.

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

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

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

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

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

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

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

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

- f. After obtaining the recommendation of the interview panel, the Fire Chief and Human Resources Director shall meet to review the results of the interview panel and the written test, assessment center or other management exercise and reach consensus on a candidate for recommendation to the personnel committee and the Township Board for appointment. The candidate shall be chosen from among the three candidates with the combined highest scores during the testing process.
- g. The remaining top two candidates shall remain on the promotion list for one year. If further positions for the tested rank become available, the Township may select one of the two remaining candidates without repeating the promotion process. Alternatively, the Township may repeat the promotion process if it desires.
- h. During the first 90 calendar days following a placement or promotion of an internal candidate, the Township or the employee may exercise discretion to return the employee to the employee's former position, if the Township or the employee determines that the placement or promotion has not been or will not be successful.

***Section 10.5 Temporary Assignment to Position.***

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

**Article 11: Hours of Work**

***Section 11.1 Work Week and Day.***

**a. 24-Hour Employees.**

1. The average work week will be 54 hours and employees will be scheduled to work nine (9) twenty-four (24) hour shifts within a twenty-eight (28) day cycle. The normal work day will be 24 hours; and the normal work schedule will be as follows:  
  
1 on/1 off; 1 on/1 off; 1 on/4 off.
2. Workdays shall generally commence at 8:00 a.m. and continue to 8:00 a.m. the following day.

3. Overtime will be computed according to a 28-day work period. Thus, overtime (at the rate of time and one-half the employee's regular straight time hourly rate) will be paid for hours paid (i.e., not just worked) in excess of 212 hours during a 28-day work period.
4. Notwithstanding anything contained in this Section to the contrary, when an employee's regular shift pattern results in ten (10) scheduled twenty-four (24) hour shifts in a twenty-eight (28) day cycle, the employee will not work one of the scheduled shifts of the employee's choosing as long as overtime is not incurred (i.e., one 24-hour day or two 12 hour days) during the twenty-eight (28) day cycle. Such time off without pay shall not be considered a layoff or a reduction of the work force for purposes of this Agreement.
5. On the second pay day for each twenty-eight (28) day cycle, all employees scheduled and paid for nine (9), twenty-four (24) hour shifts within the cycle will be paid four (4) of their hours at their overtime rate. Employees may choose, prior to earning the four (4) hours at their overtime rate, to receive the additional two (2) hours as two (2) hours of compensatory time (the four (4) hours will instead be paid at their regular rate of pay). The request to receive compensatory time must be made prior to the overtime being earned by completing a Compensatory Time Request Form. A maximum of 26 hours can be accumulated in the Compensatory Time bank. Accumulated hours can be carried over up to the maximum accumulation allowed (i.e. 26 hours). Compensatory time may only be used by an employee at the mutual convenience of the Township and the employee. This paragraph constitutes compliance with the FLSA. Compensatory time shall include the paramedic incentive pay as described in section 24.2.
6. All of the provisions of this subsection are subject to management rights retained by the Township, including but not limited to the rights to determine the hours of work, work week, work period, pay period, tours of duty and work schedules.

b. Non-24-Hour Employees.

1. Workdays shall generally commence at 8:00 a.m. and continue to 5:00 p.m. Monday through Friday unless the position is assigned to other details per management rights. Paid time off utilized for one (1) workday shall be docked at 8 hours. All of the provisions of this subsection are subject to management rights retained by the Township, including but not limited to the rights to determine the hours of work, work week, work period, pay period, tours of duty, and work schedules.

***Section 11.2 Call-In Time.***

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

***Section 11.3 Authorization.***

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

#### *Section 11.4 Filling of Open Shifts and Distribution of Overtime.*

- a. 24-Hour Employees. The distribution of overtime shift work shall be first distributed by seniority as follows unless the Township continues the Advanced Life Support program, and a paramedic is needed to fill the open position. In that event, it will be distributed by license level and by seniority, based upon the employee's full-time firefighter date.

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

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

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

This distribution of overtime for full-time firefighters will cover all forms of overtime, open shifts, fire prevention details and special assignments. However, this distribution will not include overtime due to emergency call response or overtime that requires an employee with special certifications that may be needed for a particular assignment (e.g., a fire inspector is needed for inspections, or an EMS I/C is needed to teach a class). The employee must be qualified to work the position that is open for overtime.

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

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

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

b. Non-24 Hour Employees. No overtime hours may be worked or paid for without the express permission of the Fire Chief or the Fire Chief's designee.

***Section 11.5 No Pyramiding.***

Premium payments shall not be duplicated for the same hours worked under any provisions of this Agreement.

***Section 11.6 Jury Duty.***

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

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

***Section 11.7 Trade Time.***

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

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

***Section 11.8 Filling Shifts by Fire Chief.***

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

## **Article 12: Leaves of Absence**

***Section 12.1 Family and Medical Leave Act.***

In dealing with employees on leaves of absence, the Township shall comply with the requirements of the Family and Medical Leave Act of 1993, as amended ("FMLA"). An approved FMLA Leave will run concurrent with any of the leave types below for which FMLA is applicable.

***Section 12.2 Workers Compensation Leave.***

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

***Section 12.3 Medical Leave.***

This is an absence due to a personal injury, illness, or disability. This type of leave runs concurrent with any approved FMLA leave. This leave shall be with pay from the Township until all sick time and paid

time off is exhausted. The leave shall then be without pay from the Township. An employee may be on medical leave for a period of not more than 12 months.

***Section 12.4 Personal Leave.***

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

***Section 12.5 Bereavement Leave.***

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

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

***Section 12.6 Military Training Leave.***

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

***Section 12.7 Military Active-Duty Leave.***

This is an absence for a military service member who has been called to active duty.

***Section 12.8 Paid Leave.***

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

***Section 12.9 Unpaid Leave.***

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

***Section 12.10 Leave of Absence Application and Approval.***

Regular PTO use is not considered a leave of absence under this policy. An employee is required to apply for a leave of absence if all the following apply.

- a. The leave is a type listed in Article 12.
- b. The leave will be a duration of more than three working days or will be intermittent and equal a total of three or more working days.

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

### ***Section 12.11 Leave Approval.***

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

- a. The employee has been on the regular payroll for six (6) months or more.
- b. The employee must have the intention of returning to the Township at the end of his/her leave of absence; and

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

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

## **Article 13: Holidays**

### ***Section 13.1 Holidays.***

- a. 24-Hour Employees. These employees shall be entitled to four 24-hour "holidays" (in the form of workdays off without loss of pay) per calendar year of employment. Employees working less than the full calendar year shall have the four "holidays" pro-rated according to the number of full three calendar month periods (i.e., quarter years) they work during the calendar year (i.e., one "holiday" for each full three calendar month period worked by the employee).
- b. Non 24-Hour Employees. These employees shall be entitled to seventy-six hours (76) floating "holidays" (in the form of workdays off without loss of pay) per calendar year of employment, which shall be prorated if employee is hired partially through the year.

***Section 13.2 Eligibility.***

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

***Section 13.3 Ineligibility.***

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

***Section 13.4 Scheduling.***

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

**Article 14: Paid Time Off**

***Section 14.1 Paid Time Off Benefits.***

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

PTO Schedule	PTO Hours (24 hour per day personnel)	PTO Hours (Non-24 hour/day personnel)
Upon completion of each full month of employment until January 1 after an eligible employee's completion of one year of continuous full-time employment with the Township – then use schedule below.	20 hours	8 hours
On January 1 after an eligible employee's completion of one year of continuous full-time employment with the Township	240 hours	136 hours
On January 1 after an eligible employee's completion of two years of continuous full-time employment with the Township	288 hours	172 hours
On January 1 after an eligible employee's completion of five years of continuous full-time employment with the Township	336 hours	192 hours
On January 1 after an eligible employee's completion of 10 years of continuous full-time employment with the Township	360 hours	216 hours
On January 1 after an eligible employee's completion of 15 years of continuous full-time employment with the Township	408 hours	240 hours

***Section 14.2 Paid Time Off Pay.***

PTO pay shall be at the regular straight-time rate exclusive of all premiums at the time the employee takes PTO leave.

***Section 14.3 Paid Time Off Accrual During Leave.***

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

***Section 14.4 Paid Time Off Scheduling.***

- a. Employees may schedule PTO during the 12 months following each January 1 upon proper notice as determined by the Fire Chief, provided that, in the opinion of the Fire Chief, such time off does not unreasonably interfere with the efficient operation of the Fire/Rescue Department.
- b. PTO request preference shall be granted on a first come, first served basis. PTO requests generally must be submitted in writing by the employee at least 14 days in advance of the period requested. Scheduled PTO requests may be granted by the Fire Chief with less than 14 days advance notice if determined by the Fire Chief to be consistent with the needs of the Fire/Rescue Department.

***Section 14.5 Minimum Increments.***

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

***Section 14.6 Unscheduled Paid Time Off.***

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

- a. An employee who expects to use PTO for the employee's illness or injury must notify the Fire Chief, or the Township's Human Resources Director, as promptly as possible under the circumstances, but in any event at least one hour before the start of the employee's scheduled shift unless extenuating circumstances prevent such advance notice. Failure to do so could result in denial of the employee's claim for PTO benefits.
- b. The Township reserves the right to request evidence or explanation of illness or injury as it deems necessary to justify the request for unscheduled PTO benefits.
- c. A doctor's certificate may be required by the Township before an employee returns to duty after taking PTO for the employee's illness or injury. The Township will pay for the cost of obtaining any doctor's certificate required by the Township. A completed application on a Township form must be signed by an employee claiming PTO for the employee's illness or injury, and it must be submitted by the employee upon returning to active duty. Falsification of any application shall be cause for discharge.
- d. Excessive unscheduled time off will be reviewed by the Township and corrective action taken if deemed necessary.
- e. Employees who work less than their regularly scheduled number of hours will be required to use PTO hours (to the extent accrued and available) for the hours not worked.

***Section 14.7 Maximum Accumulation.***

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

***Section 14.8 Sale of Paid Time Off Benefits.***

Employees may, subject to the limitations and restrictions of this Section, elect to sell a portion of their PTO balance. Such election (if any) must be made in writing (on a form available from the Township) and must be filed with the Fire Chief and Human Resources Director with the employee providing 45 days' notice in which the PTO will be sold (i.e. cashed out), with the final request of the fiscal year by November 15. An employee's election to sell PTO is irrevocable after submittal to the Fire Chief and Human Resources Director. An irrevocable election to sell future PTO accruals shall be subject to the following additional conditions.

- a. The sale cannot occur until the PTO is available for use by the employee.
- b. The employee may not sell more than 50% of the PTO available to the employee on January 1<sup>st</sup> of the year the PTO is being sold.
- c. PTO may be sold at the time an employee transfers to or from a 24-hour to a non-24 hour position. After or if no sale is made, the remainder of the employee's PTO shall be reduced by multiplying the remaining total by 70 percent. (Ex. If an employee has 816 hours and the employee may sell 408 hours of their PTO, the remaining balance will be converted by multiplying the total by 0.60 (408 x 0.60) leaving a balance of 244.80 hours in their bank) A non-24 hour employee who becomes a 24-hour employee shall have the employee's earned and accumulated but unused PTO increased by multiplying the total by 1.70.

- a. After PTO has been converted, the non-24-hour employee may sell their PTO, which shall be calculated as 1/260 of their annual salary for each 8 hours of PTO time.
- d. The sale may not occur if it would reduce the employee's remaining (i.e., after the sale) PTO balance below 240 hours.
- e. The PTO sale will be at the employee's regular straight time hourly rate at the time the sale occurs.
- f. The employee may, consistent with the terms and conditions of this Section, designate the pay period during which the PTO sale should occur provided the employee does so in writing to the Human Resources Director at least 30 days before the pay day at which the employee desires to receive payment. In the event the employee fails to properly designate the pay period during which the PTO sale should occur, payment shall be made at such time as the Township may determine.

***Section 14.9 Holidays During Paid Time Off.***

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

***Section 14.10 Conversion from Sick Leave to Paid Time Off.***

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

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

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

***Section 14.11 Benefit on Termination.***

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

***Section 14.12 Supplementary Disability Payments.***

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

**Article 15: Donation of Paid Time Off**

***Section 15.1 Policy Statement.***

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

***Section 15.2 Eligibility.***

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

***Section 15.3 Guidelines.***

- a. Employees who would like to make a request to receive donated PTO from the sick bank must have a situation that involves a medical condition of the employee or an immediate family member that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the donation of PTO allowed by this Article. These events may include one's own or immediate family member's terminal, life-threatening, or other grave illness/injury. Immediate family member for this Article is defined as spouse, domestic partner, parent/legal guardian (including biological parent, adopted parent, foster parent, stepparent, or parent-in-law), or child (including biological child, adopted child, foster child, and stepchild).
- b. Employees who donate PTO from their unused earned and accrued balances must adhere to the following requirements:
  1. Donation Minimum - 12 Hours.
  2. Donation Maximum - 72 Hours or no more than 50 percent of current PTO balance, whichever is less.

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

- c. Employees who receive donated PTO may receive no more than 636 hours (12 weeks) within a rolling 12-month period. Hours are based on actual wages. For example, if employee A making \$16.00/hour donates four hours of PTO to employee B making \$8.00/hour, employee B will be credited with eight hours of wages.
- d. Employees who are currently on an approved leave of absence may not donate PTO.

***Section 15.4 Procedure.***

- a. Employees who would like to make a request to receive donated PTO are required to complete a Donation of Sick Time Request Form. The donor employee may not designate a specific individual to receive the PTO.
- b. Employees who wish to donate PTO to the sick bank must complete a Donation of Sick Time Request Form.
- c. All forms should be returned to the Human Resources Director.

***Section 15.5 Approval.***

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

***Section 15.6 Coordination with Disability Insurance.***

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

***Section 15.7 Tax Implications.***

- a. Recipient: The use of any donated leave constitutes wages for the recipient subject to all payroll tax withholding.
- b. Donor: The donor receives no benefits or tax penalties for the donation. However, any wage-based benefits such as disability or retirement may be affected negatively for the donor.

## **Article 16: Retirement Benefits**

***Section 16.1 Defined Contribution Retirement Plan Ordinance.***

All eligible employees must contribute at least five percent of the covered compensation to the plan. The Township shall provide a mandatory contribution of 10 percent of covered to the plan. An eligible employee may contribute more than five percent of covered compensation to the plan, subject to limitations established by law, but the Township will not contribute more than 10 percent of an eligible employee's covered compensation to the plan.

***Section 16.2 Deferred Compensation Agreement Ordinance.***

Eligible employees may contribute to the deferred compensation plan, subject to limitations established by law. The Township will not match these contributions.

## **Article 17: Insurance**

***Section 17.1 Group Health Insurance.***

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

dependents (if any), the employee shall receive additional taxable compensation equal to 30% of the Michigan Department of Treasury's hard cap limit grouped according to single or double/full family, updated annually. For example, if the hard cap limits are \$7,000 for single and \$16,000 for double, the annual compensation provided would be \$2,100 for single and \$4,800 for double/full family. The payment shall be paid monthly during the month after each full month that the waiver is in effect. An eligible employee may voluntarily waive health insurance coverage, and an eligible employee may voluntarily revoke that waiver, at any time upon satisfactory written notice to the Township. However, the effective date of the waiver and the effective date of the revocation of the waiver shall be subject to the rules of the insurance carrier. This option to waive health insurance coverage and to receive additional taxable compensation shall be effective as soon as, and for as long as, the Township has in effect a cafeteria plan pursuant to the provisions of Section 125 of the Internal Revenue Code, as amended.

### ***Section 17.2 Group Dental Insurance.***

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

### ***Section 17.3 Group Life Insurance.***

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

### ***Section 17.4 Group Short Term Disability Insurance.***

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

### ***Section 17.5 Group Long Term Disability Insurance.***

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

***Section 17.6 Retiree Health Insurance.***

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

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

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

- b. Additional eligible persons. The only other persons eligible to receive benefits pursuant to this Section are the spouses of Eligible Retirees if the spouses are specifically identified by the Eligible Retirees at the latter's retirement.
- c. Covered election. Immediately upon retirement, an Eligible Retiree must elect to continue coverage under the health insurance plan without interruption. Further, the Eligible Retiree must specify if the Eligible Retiree's spouse will likewise continue coverage under the health insurance plan without interruption.
- d. Premium payments. The premium payments to continue coverage in the health insurance plan for an Eligible Retiree and the Eligible Retiree's spouse, if any, shall be paid as follows. Any portion of the premium payments to be paid by the Eligible Retiree must be timely deposited with the Township; failure of the Eligible Retiree to timely deposit the full amount due from the Eligible Retiree shall terminate the Township's obligation to pay its share of the cost and shall terminate the Eligible Retiree's, and any spouse's, continued coverage in the health insurance plan.

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

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

2. The percentage of the premium payments paid by the Township for an Eligible Retiree and for an Eligible Retiree's spouse, if any, shall remain constant during continued coverage in the health insurance plan.
3. When an Eligible Retiree and the Eligible Retiree's spouse both continue coverage in the health insurance plan, the health insurance plan charges a premium for double coverage. In that event, the Eligible Retiree portion of the premium for double coverage shall equal the premium charged for continued coverage in the health insurance plan by the Eligible Retiree alone (i.e., a single coverage premium). The Eligible Retiree's spouse portion of the premium for double coverage shall equal the balance of the premium charged for double coverage (i.e., the premium for double coverage of the Eligible Retiree and the Eligible Retiree's spouse minus the single coverage premium that would be charged for the Eligible Retiree alone; the difference shall be the portion of the premium for double coverage assigned to the Eligible Retiree's spouse.)
4. The Township shall pay a percentage of the premium payments for an Eligible Retiree's Spouse, if any, during the balance of the calendar year during which the Eligible Retiree's

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

#### **EXAMPLE**

- i. Eligible Retiree retires on July 17, 2009, after 23 years of service.
  - ii. The Township pays 86% of Eligible Retiree's premium payments for continued coverage in the Plan.
  - iii. The Township pays 66% of premium payments for the Eligible Retiree's spouse.
  - iv. If the premium payments for the Eligible Retiree's spouse to remain in the Plan as of July 17, 2009, are \$150.00 per month, the Township shall pay 66%, or \$99.00 per month.
  - v. If the cost of living during 2009 is 3.5%, the monthly premium payment the Township will make for the Eligible Retiree's spouse shall be increased to \$102.46 (i.e., \$99.00 x 1.035) during 2010.
  - vi. If the cost of living during 2010 is 4.0%, the monthly premium payment the Township will make for the Eligible Retiree's spouse shall be increased to \$106.56 (i.e., \$102.46 x 1.04) during 2011.
- e. Termination or cancellation of coverage. The continued coverage of the Eligible Retiree in the health insurance plan shall cease, or the coverage for the Eligible Retiree shall not be initiated, upon the occurrence of either of the following events:
1. The Eligible Retiree becomes eligible to be covered under a group health insurance program provided by another employer, for whom the Eligible Retiree is working or has worked; or
  2. The Eligible Retiree dies (in which case the cessation or non-initiation of coverage shall be permanent).

To initiate or reinstate continued coverage in the health insurance plan, the Eligible Retiree must submit to the Township an affidavit confirming that the Eligible Retiree is not eligible or is no longer eligible to be covered under a group health insurance program provided by another employer for whom the Eligible Retiree is working or has worked.

The Township may require the Eligible Retiree to submit an updated affidavit at reasonable intervals or at any time the Township has reason to believe the Eligible Retiree is eligible to be covered under a group health insurance program provided by another employer for whom the Eligible Retiree is working or has worked.

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

1. The spouse has coverage under another group health insurance program provided by another employer.
2. The Eligible Retiree becomes eligible to be covered under a group health insurance program provided by another employer, for whom the Eligible Retiree is working or has worked; or
3. The spouse dies.

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

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

- f. Coverage limitations. To the extent continued coverage in the health insurance plan is provided to Eligible Retirees and any spouses, the coverage is subject to all the terms and conditions prescribed by the carrier pertaining to the health insurance plan. The portion of the cost for the coverage to be paid by the Township shall equal the applicable percentages from the table above; the percentages shall remain constant during the continued coverage of the Eligible Retiree and any spouse.

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

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

***Section 17.7 Insurance Carriers.***

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

***Section 17.8 Insurance Continuation.***

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

- a. Contributions toward all benefits will be continued during an approved FMLA leave.
- b. Contributions toward health insurance will be continued for the first one (1) year of an approved leave of absence due to disability compensable by Worker's Compensation.
- c. Contributions toward health insurance will be continued for the first one (1) year of an approved medical leave of absence.
- d. Contributions toward all benefits will be continued during an approved military training leave.
- e. Contributions toward all benefits will be continued during the first thirty (30) calendar days of an approved military active-duty leave.
- f. Contributions toward all benefits will be continued during the first thirty (30) calendar days of an approved but unpaid personal leave. Not applicable with personal leave of absence adjoining an employee's FMLA leave.
- g. Contributions toward health insurance will be continued through the end of the month of any layoff.
- h. Contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.
- i. Such contributions shall be discontinued immediately upon termination of the employee's employment, subject to the limitations established under the policy regarding continuation of coverage.
- j. If an employee wishes to continue coverage for any period in which the Township's obligation does not exist or apply and that period qualifies for COBRA continuation coverage, the employee shall have the responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense.
  1. The employee will be required to elect COBRA continuation coverage; and
  2. The employee will be required to pay the premium payment as specified in the guidelines for continuation of coverage of benefits.

## **Article 18: Harassment Prohibition**

### ***Section 18.1 Purpose.***

Grand Haven Charter Township is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. It

is the policy of the Township to ensure the workplace is free of harassment on the basis of characteristics protected by law.

***Section 18.2 Covered Persons:***

This policy applies to Township employees, independent contractors, and elected officials.

***Section 18.3 Definitions and Prohibited Conduct:***

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

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

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

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

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

***Section 18.4 Complaint Procedure:***

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

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

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

***Section 18.5 Investigation Procedure:***

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

- a. Interview the complainant and reduce the complainant's statement to writing.
- b. Interview witnesses identified by the complainant and reduce their statements to writing;
- c. Review any documentary or other evidence submitted by the complainant;
- d. Interview the alleged harasser and reduce the harasser's statement to writing;
- e. Interview witnesses identified by the alleged harasser and reduce their statements to writing;
- f. Interview other potential witnesses who may have observed the conduct alleged or who may possess knowledge regarding the allegation under investigation and reduce their statements to writing;
- g. Review any documentary or other evidence submitted by the alleged harasser.

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

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

in violation of the policy, they will also be addressed in accordance with discipline and discharge guidelines in the Collective Bargaining Agreement.

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

***Section 18.6 Retaliation:***

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

***Section 18.7 Confidentiality:***

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

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

## **Article 19: Internet and Email Requirements**

***Section 19.1 In General.***

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

***Section 19.2 Appropriate Use.***

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

***Section 19.3 Inappropriate Use.***

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

***Section 19.4 Internet as Public Communication.***

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

## **Article 20: Drug-Free and Alcohol-Free Requirements**

***Section 20.1 Purpose and Goal.***

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

***Section 20.2 Covered Persons.***

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

***Section 20.3 Covered Activities.***

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

***Section 20.4 Prohibited Behavior.***

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

1. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia);
  2. Being under the influence of alcohol or an illegal drug as defined in this policy, or an illegal drug as defined by the federal government and specifically including medical marihuana and recreational marihuana as defined and allowed by the State of Michigan;
  3. Possessing or consuming alcohol.
- b. The presence of any detectable amount of any illegal drug or controlled substance in a covered person's body system (unless the controlled substance was prescribed by a physician aware of the Person's job responsibilities) while performing covered activities is prohibited.
  - c. The Township will not allow covered persons to perform their duties while taking prescribed drugs that adversely affect their ability to safely and effectively perform their job responsibilities. Covered persons who are taking medication prescribed by a physician which may affect their ability to safely and effectively do their jobs should inform their immediate supervisor. If the Township concludes that such medication may impair the covered persons' ability to perform their job or would increase the likelihood of injury, the covered persons may be required to take PTO. Covered persons taking prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce the container if asked.
  - d. Any illegal drugs or drug paraphernalia or controlled substances possessed illegally will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### ***Section 20.5 Drug and Alcohol Testing.***

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

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

#### **a. Required Testing**

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

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

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

Hospital Emergency Room or another certified testing facility. Confirmation testing will be performed at the location designated by the testing facility.

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

Types of Testing Include:

1. Reasonable Suspicion Testing

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

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

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

2. Post-Accident/Injury/Illness (“Incident”) Testing

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

- i. Damage a Township vehicle, machinery, equipment, or property;
- ii. Result in an injury/illness to themselves or another person requiring off-site medical attention; or
- iii. Include a probable belief circumstance.

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

- i. A covered person engaged in covered activities was operating a motorized vehicle and is found to be responsible for causing the accident, or
- ii. The incident may involve an insurance claim or liability.

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

### 3. Follow-Up Testing

Covered persons who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge or other separation from the Township. Depending upon the circumstances and the Person's work history/record, the Township may offer a covered person who violates this policy or tests positive the opportunity to return to the Township on a last chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by the Township.

#### b. Pending Results

Any covered person whose test must go for confirmation will be immediately removed from duty and suspended in accordance with suspension guidelines in the Collective Bargaining Agreement pending confirmation test results. A supervisor or department head will make arrangements for the person to be transported home from the testing facility. If the confirmation test shows a negative result, the covered person will be paid for any lost scheduled work time.

#### c. Positive Results

Any covered person who tests positive for drugs or has an alcohol test result over .02 will be immediately removed from duty and a supervisor or department head will make arrangements for the Person to be transported home from the testing facility. The Person will be disciplined in accordance with the Consequences section of this policy.

#### d. Refusing Testing

A covered person will be subject to the same consequences of a positive test if the Person refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

#### e. Test Results Unavailable

If test results are unavailable (in cases other than a pending result/need for confirmation), the employee will be off duty with pay for any scheduled hours until a result can be obtained.

### ***Section 20.6 Consequences.***

One of the goals of this policy is to encourage covered persons to voluntarily seek help with alcohol or drug problems. If, however, a Person violates this policy, the consequences are serious. Following removal from duty for a first positive test, the Person will be subject to discipline up to and including discharge or other separation from the Township. Employees will be treated in accordance with discipline and discharge guidelines in the Collective Bargaining Agreement.

The Township may, in its discretion, allow a covered person to sign a Last Chance Agreement which includes referral to the Township's designated employee assistance program provider for assessment and

recommendations as well as a waiver of the right to contest any termination resulting from a subsequent positive test.

Nothing in this policy prohibits the Person from being disciplined or discharged or otherwise separated from the Township for other violations or performance problems.

***Section 20.7 Last Chance Agreements.***

Following a violation of this policy, a covered person may be offered an opportunity to participate in rehabilitation. In such cases, the Person must sign and abide by the terms set forth in a Last Chance Agreement as a condition of continued employment.

Upon release by the employee assistance program provider to come back to work, the Person will be required to pass a Return-to-Duty (drug and alcohol) test.

The Person may periodically be required to have follow-up drug and alcohol testing for a specified period of a minimum of one year following the date of the positive test. If the covered person either does not complete any assigned rehabilitation program or tests positive after completing the rehabilitation program, the covered person will be subject to immediate termination or other separation from the Township.

The Person will be terminated immediately if the Person tests positive a second time or violates a Last Chance Agreement.

***Section 20.8 Assistance.***

The Township recognizes that alcohol and drug addictions are treatable illnesses. The Township also realizes that early intervention and support improve the chances for success of rehabilitation. To support Township employees and other covered persons, this policy:

- Offers all employees and their family members assistance with alcohol and drug problems through the employee assistance program provider;
- Encourages covered persons to seek help if they are concerned that they or any family members may have a drug or alcohol problem;
- Encourages covered persons to utilize the services of qualified professionals to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help; and
- Allows the use of any accrued paid leave while employees seek treatment for alcohol and other drug problems.

Treatment for alcoholism or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the covered person.

***Section 20.9 Confidentiality.***

All information not otherwise generally known and received by the Township through the implementation of this policy is confidential communication. Access to this confidential information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies. Records

may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of a covered person.

***Section 20.10 Shared Responsibility.***

A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both covered persons and management have important roles to play.

All covered persons are required to not report for duty or be on call while their ability to perform Township responsibilities is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, covered persons are encouraged to:

- Be concerned about maintaining a safe environment at the Township;
- Support fellow covered persons in seeking help;
- Use the employee assistance program provider as able and as necessary; and
- Report dangerous behavior to a supervisor or department head.

It is the responsibility of Township department directors and supervisors to:

- Inform covered persons of this policy;
- Observe the performance of covered persons;
- Investigate reports of dangerous practices;
- Document negative changes and problems in performance of covered persons;
- Counsel covered persons as to expected performance improvement;
- Refer covered persons to the employee assistance program provider, as necessary and to the extent they are eligible; and
- Clearly state consequences of policy violations.

***Section 20.11 Communication.***

Communicating this policy to all covered persons is critical to its success. To ensure all covered persons are aware of their role in supporting this policy:

- All employees will receive a written copy of the policy (other covered persons may be provided with a written copy as well, but the Township's failure to do so shall not excuse their non-compliance with this policy);
- The policy will be reviewed in orientation sessions with new employees;
- Every supervisor will receive training to assist recognition and management of covered persons with alcohol and other drug problems.

***Section 20.12 Notification of Convictions.***

Any employee who is convicted of a criminal drug violation in the workplace must notify the Township in writing within five calendar days of the conviction. The Township will take appropriate action within

30 calendar days of notification in accordance with the Consequences section of this policy. Federal contracting agencies will be notified when appropriate.

***Section 20.13 Searches.***

Entering the Township's property constitutes consent to searches and inspections. If a covered person is suspected of violating this policy, the Person may be asked to submit to a search or inspection at any time. Covered persons shall have no expectation of privacy in any Township-provided or owned lockers, desks, workstations, computers, vehicles or any other equipment.

***Section 20.14 Employee Assistance Program***

- a. Employees who feel that they have developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, are encouraged to seek assistance. Entrance into the employee assistance program can occur by self-referral, or by referral of a supervisor.
- b. An employee's participation in the employee assistance program shall be confidential, to the extent allowed by applicable law. The employee must sign a release and an agreement to participate in the employee assistance program.
- c. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Township will grant rehabilitation leave at full pay to the extent of their accumulated and unused paid time off benefits. After the exhaustion of those benefits, rehabilitation leave shall be without pay. The cost of rehabilitation will be borne by the employee, unless covered by the applicable Township insurance program.
- d. To be eligible to participate in the employee assistance program, an employee must be employed by the Township. While participating in rehabilitation an employee must maintain at least weekly contact with the Fire Chief's office and must provide verification that the employee is continuously enrolled in a treatment program and following all specific actions and activities outlined in the treatment program.
- e. An employee participating in the employee assistance program shall be treated according to the provisions in Article 12 for employees on a leave of absence.
- f. The employee assistance program does not include any benefits for employees not described in this Section.

**Article 21: Station Duties**

***Section 21.1 Duties.***

Routine station duties will generally begin at 8:00 a.m. and end at 8:00 p.m. Routine station duties include such items as housekeeping chores, rig checks, cleaning, painting, washing walls and landscaping.

***Section 21.2 Unable to Perform.***

In the event employees are unable to perform routine station duties because of calls to service, such work will be done after 8:00 p.m. until the work is completed, unless excused by the Fire Chief.

***Section 21.3 Not Included.***

Repairs, maintenance and replacement of equipment are not included in the definition of "routine station duties," and these functions are to be performed throughout the workday as necessary.

### ***Section 21.4 Restricted Duty.***

It is the policy of Grand Haven Charter Township to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Township's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Grand Haven Charter Township will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Grand Haven Charter Township.

All employees are required to comply with the Township's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The following provisions shall establish the criteria and procedure to be used in determining restricted duty for an employee who has suffered an off-duty illness or is otherwise unable to perform the duties of the employee's regular position. If the employee wishes, the employee may make a request to the Fire Chief for performing restricted duty assignments. The assignment and working hours shall be at the discretion of the Fire Chief, in consultation with the Human Resources Director.

The Fire Chief, based upon the employee's physician's determination or the determination of a physician designated by the Township, shall determine the extent and the degree of physical limitation as it relates to the employee's job duties. The Fire Chief, in consultation with the Human Resources Director, shall determine whether or not an employee shall be assigned to restricted duty, consistent with the limitations of the employee, the availability of restricted duties, Township budget issues, and other issues deemed relevant by the Township. The Human Resources Director is responsible for implementing ADA/ADAAA policies, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

## **Article 22: Physical Fitness Requirements**

### ***Section 22.1 In General.***

Each employee must successfully complete the agility test, as described in the rules and regulations, at least every two years. The agility test is not meant to be punitive, but rather to ensure that the employee meets certain minimum fitness standards that will allow the employee to successfully fulfill the requirements of the position.

An employee taking the agility test may make up to two attempts during one session. If the employee fails both attempts, the employee has failed the agility test.

If an employee fails any physical agility test, the employee shall continue with the employee's scheduled duty until the failure is evaluated by a Review Committee.

An employee's failure of the agility test shall be evaluated by a Review Committee consisting of the Superintendent (or his/her designee), the Fire Chief and the Union's steward (*or the alternate steward should the steward be the employee whose failure is being evaluated*). If a majority of the Review Committee deems it appropriate, the Review Committee may consult with a physician. Any costs of such review shall be the responsibility of the Township.

The Review Committee shall begin to evaluate the failure within five days of the agility test and decide upon one of the following actions within 15 business days of the agility test:

- a. Determine that the failure was indicative of a systemic health or fitness issue that could prevent the employee from successfully fulfilling the requirements of the position and that the employee shall be placed on restricted duty, to the extent the Township has restricted duties for the employee to perform. The employee shall be given the opportunity to retake the agility test at a mutually agreed upon date and time, but not more than 45 days from the original test.
- b. Determine that the failure shall not be viewed as being indicative of a systemic health or fitness issue and that the employee may continue with scheduled duty. The employee shall be given the opportunity to retake the agility test at a mutually agreed upon date and time, but not more than 45 days from the original test.
- c. Determine that the failure shall not be viewed as being indicative of a systemic health or fitness issue and that the employee may continue with scheduled duty. Further, the failure is only a technical failure (e.g., not returning the ladder to the truck properly, etc.) and the failure will be waived, and the employee will be determined to have passed the agility test.

If the employee fails to successfully and timely retake the agility test as mandated by the Review Committee, the employee shall remain or be placed on restricted duty, to the extent the Township has restricted duties for the employee to perform. Examples of restricted duty may include hydrant maintenance, hose testing, private road inspection, building maintenance or similar activities. If the Township does not have any restricted duties for the employee, the employee shall be placed on a leave of absence. If the Township has limited restricted duties for the employee, the employee shall be placed on a partial leave of absence.

Unless the employee's employment relationship with the Township is otherwise terminated, the leave of absence or partial leave of absence shall continue until the employee has an opportunity take the agility test as mandated by the Review Committee within one year of the original test. If the employee refuses to retake the agility test as mandated by the Review Committee within one year of the original test, the employee's employment relationship with the Township shall be terminated immediately without recourse to the grievance procedure.

If the employee fails another agility test as mandated by the Review Committee, and the Review Committee determines the failure is indicative of a systemic health or fitness issue that could prevent the employee from successfully fulfilling the requirements of the position, the employee's employment

relationship with the Township shall be terminated immediately, without recourse to the grievance procedure.

### ***Section 22.2 Agility Test.***

The Township retains the discretion to revise the agility test consistent with revisions made by organizations which prepare recommended tests for firefighters. No changes to the agility test shall be made by the Township without first seeking input from the Union and providing the Union a minimum of 30 days to review and respond to the proposed changes. The test is as follows:

- a. The firefighter will stand at the start line holding one piece of equipment (it doesn't matter what order the equipment must be carried). However, you may only carry one piece of equipment at a time.
- b. The firefighter will carry the 1<sup>st</sup> piece of equipment to the second floor using the designated stairway and set the piece of equipment on the designated spot.
- c. Walk down the stairs empty handed to the bottom of the stairs.
- d. Walk up the stairs empty handed.
- e. Pick up the equipment and return it to the start line.
- f. Pick up the 2<sup>nd</sup> piece of equipment.
- g. Carry the equipment to the 2<sup>nd</sup> floor using the designated stairway and set the piece of equipment on the designated spot.
- h. Walk down the stairs empty handed to the bottom of the stairs.
- i. Walk up the stairs empty handed.
- j. Pick up the equipment and return it to the start line.
- k. Pick up the 3<sup>rd</sup> piece of equipment.
- l. Carry the equipment to the 2<sup>nd</sup> floor using the designated stairway and set the piece of equipment on the designated spot.
- m. Walk down the stairs empty handed to the bottom of the stairs.
- n. Walk up the stairs empty handed.
- o. Pick up the last piece of equipment and return it to the start line.
- p. After setting the 3<sup>rd</sup> piece of equipment to the start line, you will
- q. Walk to the 120-pound dummy which is placed not more than 120 feet away.
- r. Drag the dummy 68 feet over the designated line.
- s. Return the dummy 68 feet to the starting point.

#### **After returning the dummy to the starting point, you will:**

- a. Walk out the door to the engine (168 feet from the dummy drag line).
- b. Remove the 14' ladder from the rear of the truck. The candidate may receive assistance with the removal of the ladder to ensure no physical damage is caused to the truck, as long as the candidate is responsible to always maintain physical control of the ladder.
- c. Carry the ladder to the designated spot at the building, not more than 30 feet away from the engine.
- d. Raise the ladder.
- e. Position the ladder for safe climbing.
- f. Climb the ladder one rung at a time.

- g. Touch the marked spot on the wall.
- h. Climb down the ladder one rung at a time.
- i. Return the ladder to and load the ladder on the truck. The candidate may receive assistance with the initial alignment of the ladder into the engine ladder compartment on the truck. The candidate shall be responsible for all other aspects of the reloading of the ladder on the truck and shall be responsible to have physical control of the ladder during the entire reloading process, including the initial alignment portion.

**After returning the ladder to the engine you will:**

- a. Walk to the designated stairway, not more than 100 feet away from the engine.
- b. Climb to the 1<sup>st</sup> landing pulling the hose.
- c. Pull the remaining 100 foot 2 ½ inch hose to the 1<sup>st</sup> landing.
- d. Pull the hose to the 1<sup>st</sup> floor (completely).

**After lowering the hose to the 1<sup>st</sup> floor, you will:**

- e. Walk to the testing finish spot marked on the wall.

You are completed with the test at or under 11 minutes, 30 seconds.

**Section 22.3 Physical Examinations.**

After completion of probation, all employees will be required to have a physical examination every odd calendar year. Further, employees shall be offered the opportunity to take an optional physical examination during the even years. The physical examination maybe conducted by medical personnel designated by the Township or medical personnel of the employee's choice. There will be no cost to employees if the employee utilizes the medical personnel designated by the Township. The Township shall pay up to \$350 toward the yearly physical if the employee uses medical personnel of their choice. The examination must be sufficiently thorough to determine that the employee can reasonably be expected to perform all aspects of the employee's assigned job safely and effectively. If an employee chooses to utilize medical personnel of their choice, the employee shall provide the Township no later than December 31 of the appropriate year, a letter from their medical personnel clearing them for work as a full-time firefighter. Whether an employee's physical examination is required or optional shall be irrelevant if the employee fails the physical examination.

## **Article 23: Uniforms and Equipment**

**Section 23.1 Uniforms and Equipment.**

The Township shall provide such uniforms and equipment as the Township shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The Township shall assume the cost of the necessary cleaning of such uniforms under such rules as the Township may determine. The items provided by the Township will include:

Township will include:

**FIRE/RESCUE DEPARTMENT:**

24-Hour Fire/Rescue Employees	Non-24-Hour Fire/Rescue Employees
<ul style="list-style-type: none"> <li>• 3 long sleeve shirts</li> <li>• 3 short sleeve shirts</li> <li>• 6 pair navy blue pants</li> <li>• 1 all-season jacket (combination summer/winter)</li> <li>• 1 duty belt</li> <li>• 4 navy blue tee-shirts with logo</li> <li>• 1 navy blue sweatshirts with logo</li> <li>• 1 winter hat</li> <li>• 1 spring hat</li> <li>• 2 pair structure fire gloves</li> <li>• 1 structure fire helmet</li> <li>• 2 structure fire turnout set (jacket and pants)</li> <li>• 2 pair structure fire boots</li> <li>• 1 pair approved station boots</li> <li>• 2 structure fire hoods</li> <li>• 1 SCBA face piece (including any required optical inserts for an employee)</li> <li>• 1 Class A Uniform, as determined by the fire chief</li> </ul>	<ul style="list-style-type: none"> <li>• 5 long sleeve shirts</li> <li>• 5 short sleeve shirts</li> <li>• 10 pair navy blue pants</li> <li>• 1 all-season jacket (combination summer/winter)</li> <li>• 1 duty belt</li> <li>• 5 navy blue tee-shirts with logo</li> <li>• 2 navy blue sweatshirts with logo</li> <li>• 1 winter hat</li> <li>• 1 spring hat</li> <li>• 2 pair structure fire gloves</li> <li>• 1 structure fire helmet</li> <li>• 2 structure fire turnout set (jacket and pants)</li> <li>• 2 pair structure fire boots</li> <li>• 1 pair approved station boots</li> <li>• 2 structure fire hoods</li> <li>• 1 SCBA face piece (including any required optical inserts for an employee)</li> <li>• 1 Class A Uniform, as determined by the fire chief</li> </ul>

**Article 24: Miscellaneous**

**Section 24.1 Wages.**

- a. Exhibit A, attached to and made a part of this Agreement, contains hourly wages for employees.
- b. Compensation for the Captain Position will be as shown in Exhibit A for the duration of the CBA.
  1. The non-24 hour Captain will be paid 1/26<sup>th</sup> of the applicable yearly amount, in Exhibit A, for every bi-weekly pay period.
  2. For any work week in which the non-24 hour Captain performs no work for the Township, the Captain’s pay shall be reduced by 1/52<sup>nd</sup> of the applicable yearly amount, shown above (i.e. the Captain will not be paid for that week except for benefits to which the Captain is entitled under the CBA).
  3. For any scheduled day of work during which the non-24 hour Captain performs no work for the Township because of a disciplinary suspension or for any reason for which the Township provides paid holiday or paid time off benefits to eligible employees per the CBA, the Captain’s pay shall be reduced by 1/260<sup>th</sup> of the applicable yearly amount,

shown above (i.e. the Captain will not be paid for that day except for benefits to which the Captain is entitled under the CBA).

4. During any bi-weekly pay period in which the non-24-hour Captain works more than 106 hours, the Captain shall be paid their calculated hourly amount plus one-half of the hourly amount (i.e. 1/5512<sup>th</sup> of the applicable yearly amount) or time and one-half for each hour worked above 106 hours in the bi-weekly pay period.

#### ***Section 24.2 Paramedic Incentive Pay.***

Employees who have current paramedic licenses shall be paid an extra amount for all hours worked for the Township. The extra amount shall be \$1.15 per hour added to an eligible employee's normal hourly rate of pay for all hours worked. This rate shall increase consistent with the annual salary increase percentage provided.

#### ***Section 24.3 Tuition Reimbursement.***

The Township will reimburse a full-time employee for educational expenses incurred by attending "after hour" classes in accordance with this Section. On the job training (e.g., conventions, seminars, on-site training, etc.), will be reimbursed separately from this Section.

- a. If the expense is for a course or other educational requirement which is necessary for the employee to maintain a state certification which is part of the employee's job or of duties which the employee regularly performs for the Township, the Township will pay all such costs in full, i.e., maintaining assessor's qualifications, water/sewer department operator's certifications, etc. However, if the course will provide the employee with additional or other certifications, then the reimbursement is governed by subparagraph (B 5.) below. The employee shall request payment before enrolling and obtain prior approval of the Personnel Committee. Due to budgetary concerns, if the employee takes the course without prior approval of the Personnel Committee the Township Board shall have the discretion to pay only a part or none of the expense. Reimbursement only includes tuition and fees that are directly related to the class (e.g., lab fees, etc.). No reimbursement shall be given for books, materials, parking, loan fees, or other general fees. Questionable requests for reimbursement shall be reviewed and decided by the Personnel Committee.
- b. Any other educational expenses of a Township employee may be reimbursed by the Township on the basis of the following:
  1. The employee must be a permanent, full-time employee for at least 1 year prior to the time the eligible course begins.
  2. The expense shall be for a course of training which, in the judgment of the Personnel Committee is substantially related to the job duties that the employee performs for the Township.
  3. The employee shall submit a written request for reimbursement to the Personnel Committee prior to enrollment, allowing the Personnel Committee enough time to make a decision before the commencement of the course. The employee may submit any course descriptions, materials, or other explanation to the Personnel Committee to assist them in

making a decision, including a statement by the employee of how or why the course will assist the employee in his/her job duties. The employee's immediate Supervisor may also offer his/her input or opinion.

4. The Personnel Committee shall have the right to reject requests for reimbursement on the basis of budgetary or financial needs of the Township, or on the basis that the course is not sufficiently related to the job the employee performs for the Township, or on any other basis deemed legitimate by the Personnel Director.
- c. If reimbursement is approved, the following procedures and rules apply:
1. The employee shall attend all course sessions, meetings, etc. unless excused by the instructor.
  2. The reimbursement schedule is as follows:

A- or better	100% reimbursement
B- or better	80% reimbursement
Pass/Fail	80% reimbursement for "Pass"
C or better	70% reimbursement
C- or below	No reimbursement
- d. Following reimbursement of educational courses, said employee shall remain in the employ of the Township for a period of not less than one (1) year. Should that employee leave the employ of the Township prior to the one (1) year stipulation, said employee shall repay the Township an amount equal to one-twelfth (1/12) of said reimbursement for each full month lacking the one-year stipulation.
- e. The Township reserves the right, and the Union agrees the Township reserves the right, to revise this tuition reimbursement policy at any time, up to and including eliminating it, by simply providing notice to the Union, if the policy is revised or eliminated for non-union employees as well.

***Section 24.4 Evaluation Reports.***

Each employee's performance shall be reviewed prior to the expiration of the probationary period and will be reviewed annually thereafter by the Fire Chief or his/her designee.

Evaluation reports may be reviewed by the employee, and the employee will be given an opportunity to make any written comments the employee feels appropriate.

Evaluation reports may be utilized by the Township for any lawful purpose.

***Section 24.5 Less Than Acceptable Evaluation.***

A less than acceptable rating, as applied to performance evaluations, means any rating below the rating level of acceptable. Employees who receive less than acceptable ratings shall not be eligible for promotional consideration and shall not be eligible for any pay increase until the deficiency is corrected.

Further, the Township may consider indefinitely transferring the employee, demoting the employee, or terminating the employee.

Specific action the Township may take against employees as the result of less than acceptable ratings will depend upon, but not be limited to, consideration of the weight or significance of the evaluation category compared to the importance of other aspects of job performance, and the length of time pertinent job factors have been observed by the rating supervisor.

Employees receiving less than acceptable ratings will be reevaluated within three months to document any progress in deficient categories, unless they have been transferred, demoted, or terminated.

***Section 24.6 Political Activity.***

Employees are free to express their wishes and desires concerning political activities. Employees who become candidates for an elective office with the Township must request a leave of absence without pay at the time they comply with candidacy filing requirements, or 60 days before any election relating to that position, whichever date is closer to the election. Employees who are elected to a Township office are required to resign their hired position.

Employees may neither use their Township position for any political purpose nor engage in political activities during working hours. Banned political activities during work hours include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on the Township vehicles or property, or distributing political materials. However, this ban does not apply to bumper stickers placed on an employee's personal motor vehicle that is parked on Township property while the employee works for the Township.

***Section 24.7 Residency.***

Employees shall be required as a condition of employment to maintain a bona fide residence and their primary domicile within 210 miles of the nearest geographical boundary of the Township. The 210-mile distance shall be measured in a straight line between the employee's place of residence and the nearest boundary of the Township.

***Section 24.8 Smoking/Vaping.***

The Township's interest in this Section is not based on moral judgments, nor with the specific intent to deny some employees their rights over other employees. In workplace conditions, however, the Township claims a greater right, and that is to establish such controls and safeguards as the Township deems are in its best interests.

The Township's interest in this matter is governed by three operational considerations:

- a. Fire insurance premiums and costs related to fire damage including the potential for layoffs and business disruption;
- b. The health and safety of employees including health related absences; and
- c. The comfort and convenience of others visiting the Township, and the image of the Township created by an appealing environment.

Therefore, smoking/vaping is not permitted in any Township building or vehicle or property (the prohibition concerning property only shall not take effect unless and until the Township implements that restriction for other Township employees).

***Section 24.9 Return of Township Property.***

Employees shall have the responsibility of turning in all Township equipment and property at termination of their employment. This provision shall apply at the time of voluntary and involuntary termination, layoff or retirement.

***Section 24.10 Driving Record.***

The Township shall continuously monitor employees' driving records. An employee's failure to maintain an unrestricted license, or an employee's conviction of an alcohol-related driving offense, may result in the termination of the employee, at the discretion of the Township.

***Section 24.11 Nepotism.***

The Township shall not employ a person who has a personal relationship with a Township official or employee. For the purposes of this Section, a Township official shall not include any election inspector or any non-elected member of a statutory, standing, or special committee, commission, or board that is appointed by the Township Board (e.g., Planning Commission members, Board of Appeal members, Parks and Recreation Committee members, North Ottawa Recreation Program Board members, hospital representative, etc.)

For purposes of this Section, a personal relationship shall be defined to include a relationship with a spouse, sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew, including any in-law or step relationship of any of these described types.

In the event that, during employment with the Township, a new (e.g., by marriage, etc.) personal relationship between Township officials and/or employees arises, the Township shall resolve the situation and eliminate the existence of any such situation in an equitable and efficient manner, as determined by and in the discretion of the Township. The situation may be eliminated by allowing one of the involved Township employees and/or officials to resign, by terminating one or more of the involved Township employees and/or officials, etc.

Upon specific written request, this Section may be waived by a majority vote of the Board of Trustees at a public meeting. However, under no circumstances shall an employee be placed under the direct supervision of a relative by blood or marriage.

***Section 24.12 Handicapper Accommodation.***

If employees believe the Township has failed to accommodate them as handicapped in accordance with the provisions of Act 121 of the Public Acts of 1990, they must notify the Township in writing of the need for accommodation within 182 days after the date they knew or reasonably should have known that an accommodation was needed by them to perform a job which they hold or seek.

An accommodation request form is available from the Human Resources Director for employees to complete and thereby request accommodation from the Township for their handicap.

Any written notification submitted to the Township should be directed to the following individual at the following address:

Human Resources Director

Grand Haven Charter Township

13300 - 168th Avenue

Grand Haven, Michigan 49417.

***Section 24.13 Collections, Solicitations.***

Employees are not allowed to collect donations or sell merchandise to the general public during working hours. However, employees may accept donations if approved by the Fire Chief for such causes as The Crusade for Toys.

The solicitation and distribution of literature by employees in Township work areas, where employees perform job duties, is prohibited. Employees may not solicit or distribute literature during times they are required to be working. Employees may engage in oral solicitation or literature distribution in other areas of the Township premises during their authorized lunch or break periods or other times they are not required to be working. However, employees being solicited or receiving literature must also be on authorized lunch or break periods or otherwise not required to be working. Distribution of literature in such a manner as to cause litter on Township premises is prohibited.

***Section 24.14 Conflict of Interest.***

No employee shall directly or indirectly maintain any outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Township or which interferes with the employee's ability to discharge the employee's duties fully.

All employees are required to disclose in writing to the Township any proprietary or financial interest they may have in any venture or organization with which the Township does business, in order that a determination be made as to whether a conflict of interest exists.

Any employee who wishes to work a second job, in addition to employment with the Township, must complete and submit a secondary employment form to obtain the approval of the Human Resources Director, after the recommendation of the Fire Chief, in order to do so. The Township shall not unreasonably withhold approval for a second job.

***Section 24.15 Concealed Weapons.***

State law permits the carrying of a concealed weapon upon obtaining the proper license from a county concealed weapons licensing board.

However, no employees shall carry a concealed weapon in the course of Township duties regardless of whether they have obtained a license to carry a concealed weapon.

***Section 24.16 Fire/Rescue Exercise Facility.***

Appropriate Use.

- a. Employees working 24-hour shifts shall spend one hour during each 24-hour shift in the facility. They shall sign in and sign out when beginning and ending their time in the facility.
- b. Employees, their spouses, partners, or significant others must complete a Risk Assumption form prior to using the facility.
- c. All users of the facility are expected to wear proper exercise attire while in the facility. Shirts and clean, dry shoes are required at all times.
- d. Any and all accidents must be reported to staff immediately.
- e. Spray bottles and towels must be used to wipe off equipment after use (e.g., *seats, treadmills, handrails, etc.*).
- f. Employees who are unable to satisfy the requirement of (1) above shall explain their inability to do so to the Fire Chief, who shall determine whether or not to excuse them from the requirement of (1) above.

#### Inappropriate Use.

- a. There will be no food or beverage in the exercise area. *Water bottles are permitted and encouraged.*
- b. No visitors, guests or pets are allowed to accompany users of the facility.
- c. No loitering is allowed in the facility.

#### ***Section 24.17 Equal Employment Opportunity.***

The Township is an equal opportunity employer whose policy is to undertake all personnel actions without unlawful discrimination on the basis of religion, race, sex, color, national origin, age, height, weight, marital status, veteran status, or handicap or disability that (with or without reasonable accommodation) is unrelated to the individual's ability to perform the duties of a particular job or position.

#### ***Section 24.18 New Hires.***

Employees hired after October 1, 2014, must be licensed in Michigan as paramedics before their probationary period expires. If they have not been licensed in the State of Michigan as paramedics prior to the expiration of the probationary period, they will be terminated by the Township.

#### ***Section 24.19 Separability.***

Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

#### ***Section 24.20 Waiver Clause.***

It is the intent of the parties that the provisions of this Agreement, which Agreement supersedes all prior agreements and understandings, oral or written, express or implied, between the parties, shall govern their entire relationship. The parties acknowledge that during the negotiations which resulted in this

Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

***Section 24.21 Emergency Manager.***

An emergency manager appointed under the Local Financial Stability and Choice Act, P.A. 436 of 2012 shall have the authority to reject, modify, or terminate this Agreement, as provided in the Local Financial Stability and Choice Act.

## **Article 25: Duration**

***Section 25.1 Termination.***

This Agreement shall remain in full force and effect from January 1, 2024, to December 31, 2028. At least 120 days prior to expiration, either party may serve written notice on the other party of a desire to terminate or amend this Agreement. A notice of desire to amend shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been resolved by both parties; however, if the Township and the Union have entered into negotiations but have not resolved all subjects proposed, this Agreement shall be extended for an additional 90 days, with any additional extensions to be by mutual agreement between the parties. If neither party gives the other such notice, the Agreement shall be extended for another twelve months, and this termination or amendment option shall be repeated.

IN WITNESS WHEREOF, Grand Haven Charter Township has caused this Agreement to be executed by its Supervisor and Clerk of the Township Board and the Local 4475 of the International Association of Firefighters, AFL-CIO has caused this Agreement to be executed by its representatives.

GRAND HAVEN CHARTER TOWNSHIP

By: \_\_\_\_\_

Mark Reenders, Supervisor

By: \_\_\_\_\_

Laurie Larsen, Clerk

LOCAL 4475 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: \_\_\_\_\_

David Peterson, President

By: \_\_\_\_\_

Rob Whitaker, Vice President

By: \_\_\_\_\_

Matt Schweitzer, Secretary / Treasurer

## EXHIBIT A: 2019 GHT Wage Scale

### FIRE FIGHTER - Salary Progression

Adjusted annually\*

	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		\$15.15	\$15.78	\$16.43	\$17.07	\$17.71	\$18.35	\$18.99	\$19.63
Level II (97.5% of "Level III")		\$15.55	\$16.20	\$16.86	\$17.52	\$18.17	\$18.84	\$19.49	\$20.14
Level III	\$15.27	\$15.94	\$16.62	\$17.30	\$17.97	\$18.64	\$19.32	\$19.99	\$20.66
	\$16.21	\$16.88	\$17.56	\$18.24	\$18.91	\$19.58	\$20.26	\$20.93	\$21.60
		w/ PARA							
Kruger	\$20.66		1772						
DeDoes (Paramedic)	\$20.66	\$ 21.60	1772						
Peterson (Paramedic)	\$20.66	\$ 21.60	1772						

### FIRE LIEUTENANT - Salary Progression

Adjusted annually\*

	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		\$16.56	\$17.26	\$17.96	\$18.66	\$19.36	\$20.06	\$20.76	\$21.46
Level II (97.5% of "Level III")		\$17.00	\$17.71	\$18.44	\$19.15	\$19.87	\$20.59	\$21.31	\$22.02
Level III	\$16.70	\$17.43	\$18.17	\$18.91	\$19.64	\$20.38	\$21.12	\$21.85	\$22.59
	\$17.64	\$18.37	\$19.11	\$19.85	\$20.58	\$21.32	\$22.06	\$22.79	\$23.53
		w/ PARA							
Schweitzer (Paramedic)	\$22.59	\$23.53	1981						
Marshall (Paramedic)	\$22.59	\$23.53	1981						

### FIRE CAPTAIN - Salary Progression

Adjusted annually\*

	1	2	3	4	5	6	7	8	9
Level I (95% of "Level III")		\$18.33	\$19.10	\$19.87	\$20.65	\$21.43	\$22.20	\$22.97	\$23.75
Level II (97.5% of "Level III")		\$18.81	\$19.60	\$20.40	\$21.19	\$21.99	\$22.79	\$23.57	\$24.37
Level III	\$18.48	\$19.30	\$20.10	\$20.92	\$21.74	\$22.56	\$23.37	\$24.18	\$25.00
	\$19.42	\$20.24	\$21.04	\$21.86	\$22.68	\$23.50	\$24.31	\$25.12	\$25.94
		w/ PARA							
Schrader (Paramedic)	\$25.00	\$25.94							

**"Acceptable"** is defined as completing the tasks and projects assigned and included within the Job Description.

**"Good"** is defined as completing the tasks and projects assigned and included within the Job Description while showing a positive attitude and initiative (i.e., not requiring significant supervision).

**"Exceptional"** is defined as completing the tasks and projects assigned and included within the Job Description while showing a positive attitude, initiative and demonstrable leadership that results with improvements in operations, morale, and/or completing tasks at a high level of performance.

\* Tables are adjusted on an annual basis, effective January 1st, during the GHT budget process using the following adjustment: 2019, 2020, 2021, 2022, and 2023 - the percentage raise (there shall be no wage rate reduction) accorded to general non-union Township employees.

Change in pay gradations occur on January 1<sup>st</sup> of each year covered by this Collective Bargaining Agreement.

Employees will begin in their 2018 year's performance rating.

If an employee should fall from an "exceptional" to an "acceptable" rating, the employee's salary would be frozen rather than decreased.



# Community Development Memo

DATE: December 07, 2023  
 TO: Township Board  
 FROM: Rory Thibault – Senior Planner  
 RE: Rezoning – Chapel – Conditional AG to RR

## BACKGROUND

The applicant, Karl Chapel, is requesting to rezone a 4.47-acre portion of his 41-acres located at 12853 160<sup>th</sup> Ave. (Parcel No. 70-07-04-400-008), from Agricultural (AG) to Rural Residential (RR).

The request to rezone to RR sets the minimum lot area at 45,000 square feet and a 150-foot lot width per Section 2.08 of the Zoning Ordinance, for which the proposed division is compliant. The applicant has expressed a desire to divide the property to build a single-family residential building. The applicant does not want to rezone the entire Agricultural property to Rural Residential and therefore has submitted a conditional rezoning request, included in the meeting packet. This would condition the division of the property on approval of the rezoning.

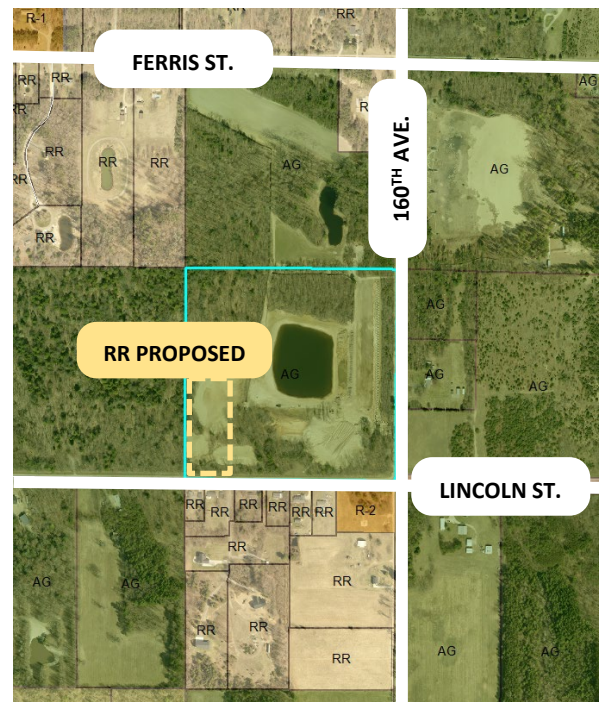
The rezoning application was tested against the “Three C’s” evaluation method.

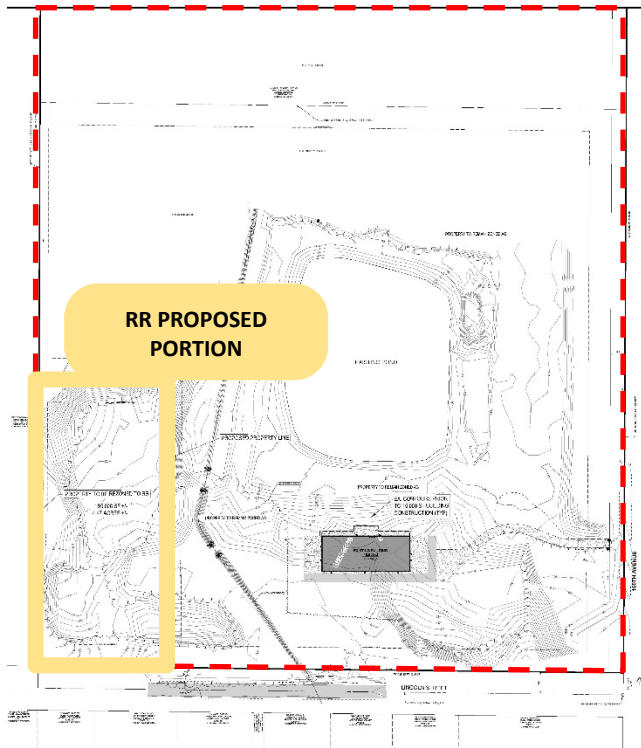
## COMPATIBILITY

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

The adjacent zoning is:

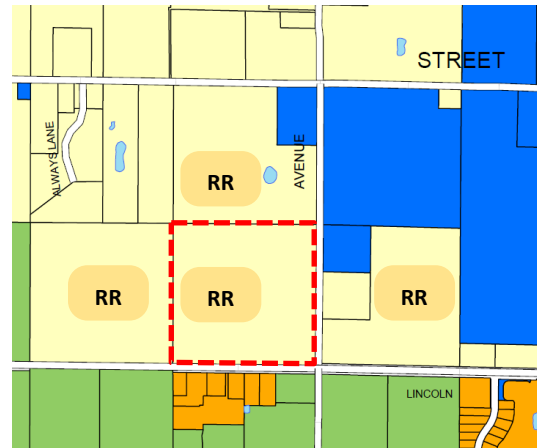
Direction	Current Zoning	Existing Use
North	AG	AG
East	AG	AG/Residential
West	AG	AG
South	RR	Residential





The 2022 Future Land Use Map has master-planned the entire parent parcel for Rural Residential (RR) which corresponds with applicant’s proposal.

For this reason, **staff is supportive of the application to move through the rezoning process.**



## CONSISTENCY

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

STATEMENT OF PURPOSE FOR RR ZONING DISTRICT	SITE CONSISTENCY
Semi-open area, where rural and residential activities co-exist	Abuts land zoned-agricultural, and proximate to single-family residential
Natural Gas and Municipal Water not required but served by paved roads	Lincoln St. is paved

INTENT FOR Low Density Residential FUTURE LAND USE	SITE CONSISTENCY
Intermediate district between Medium Density Residential and Rural Preservation properties	Abuts zoned-agricultural but Master-planned RR, along with adjacent properties.
PUD or Open Space Cluster requirements should apply to all future development	Additional parcel splits have not been indicated by the applicant. Existing structure on property to the east. Additional development may be subject to private road standards or PUD requirements
No Natural Gas, Municipal Water, or San. Sewer required	12” water main and hydrant present

The rezoning is consistent with the current purpose in the Zoning Ordinance and the intended future land use in the Master Plan.

## CAPABILITY

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

Parcels zoned RR are not required to have public utilities or paved roads. Lincoln St. is paved and water is available.

The Planning Commission recommended **conditional approval** of the rezoning at the December 4<sup>th</sup>, 2023 meeting, subject to the execution of a Conditional Rezoning Agreement.

## SAMPLE MOTIONS

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

**Motion to present and postpone** the Zoning Map Amendment Ordinance concerning the rezoning of 12853 160<sup>th</sup> Ave. from Agricultural (AG) to Rural Residential (RR) Further action will be postponed until the first regularly scheduled Board meeting of 2024 when the Ordinance and Conditional Rezoning Agreement will be considered for adoption. **This is the first reading.**

If the Township Board finds the conditional rezoning request is not acceptable, the following motion can be offered:

**Motion to recommend the Township Board deny** the 12853 160<sup>th</sup> Ave. conditional rezoning request.

Please contact me if this raises questions.

# DESCRIPTION

REMAINDER: Part of the Southeast 1/4 of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N00°16'46"E 50.00 feet to the Point of Beginning; thence N89°20'15"W 1030.68 feet parallel with the South line of said Section; thence N00°12'32"E 650.02 feet parallel with the West line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence N89°20'15"W 300.01 feet; thence N00°12'32"E 1279.74 feet along said West line; thence S89°18'32"E 1332.27 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence S00°16'46"W 1279.06 feet along said East line to the Point of Beginning. Contains 34.54 acres. Subject to highway right-of-way for 160th Avenue over the Easterly most 33.00 feet thereof. Subject to easements, restrictions and rights-of-way of record.

Parcel "A": Part of the Southeast 1/4 of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N00°16'46"E 50.00 feet; thence N89°20'15"W 1030.68 feet parallel with the South line of said Section to the Point of Beginning; thence N00°12'32"E 650.02 feet parallel with the West line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence N89°20'15"W 300.01 feet; thence S00°12'32"W 650.02 feet along said West line; thence S89°20'15"E 300.01 feet to the Point of Beginning. Contains 4.13 acres. Subject to easements, restrictions and rights-of-way of record.

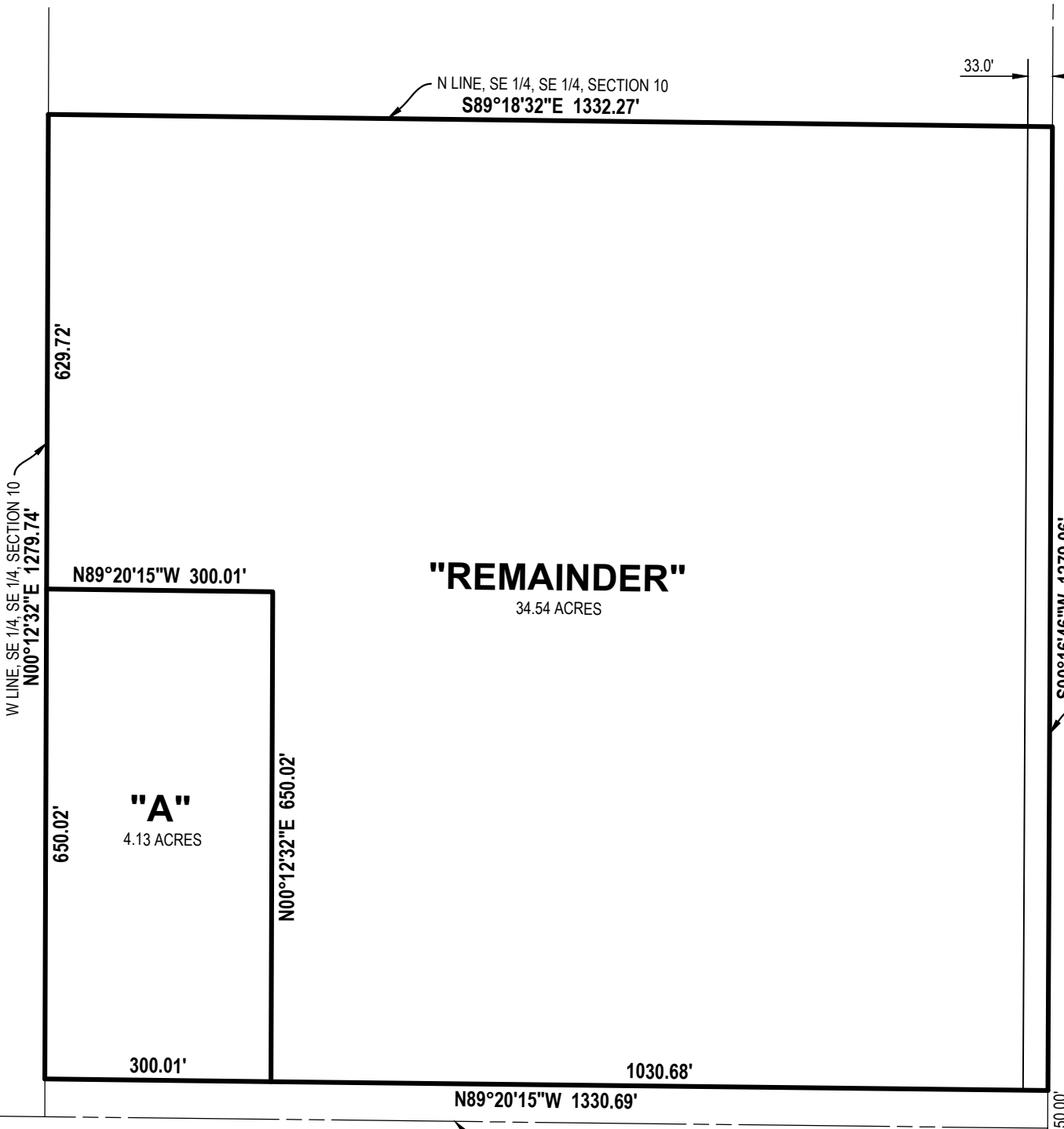
E 1/4 COR  
SECTION 10  
T7N, R16W

33.0'

N LINE, SE 1/4, SE 1/4, SECTION 10  
S89°18'32"E 1332.27'

160TH AVENUE

S00°16'46"W 1279.06'  
E LINE, SECTION 10



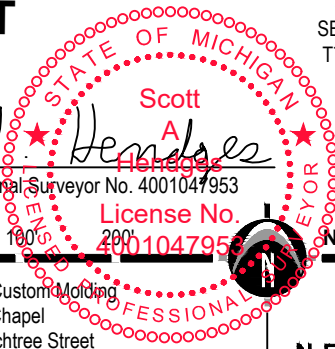
**"REMAINDER"**  
34.54 ACRES

**"A"**  
4.13 ACRES

**LINCOLN STREET**

SE COR  
SECTION 10  
T7N, R16W

By: *Scott A. Hendges*  
Scott A. Hendges Licensed Professional Surveyor No. 4001047953



SCALE: 1" = 200'

NORTH

Grand Haven Custom Molding Karl Chapel 1500 S Beechtree Street Grand Haven, MI 49417		 www.nederveld.com • 800.222.1868 Holland 347 Hoover Blvd. Holland, MI 49423 Ann Arbor, Chicago, Columbus, Grand Rapids, Indianapolis
Chapel-160th 12853 160th Avenue		
DRAWN BY: HM	DATE: 10-25-23	PRJ #: 23201553DSC
REV. BY:	REV. DATE:	
REV.:		1 OF 1

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

November 6, 2023

Grand Haven Township  
13300 168<sup>th</sup> Avenue  
Grand Haven, MI 49417

RE: 12853 160<sup>th</sup> Avenue – Parcel #70-07-04-400-008  
Rezone Request

Grand Haven Township:

As the owner of 12853 160<sup>th</sup> Avenue (Parcel #70-07-04-400-008), I am requesting the Township consider a rezone of the southwest portion of the overall property to Rural Residential. The requested zoning is in line with the master plan for the area. The proposed rezone will allow for the construction of a single family dwelling on the rezoned property.

The portion of the of the overall property that is proposed to be rezoned is legally described as follows:

**PARCEL TO BE REZONED:** Part of the Southeast 1/4 of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N00°16'46"E 50.00 feet; thence N89°20'15"W 1030.68 feet parallel with the South line of said Section to the Point of Beginning; thence N00°12'32"E 650.02 feet parallel with the West line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence N89°20'15"W 300.01 feet; thence S00°12'32"W 650.02 feet along said West line; thence S89°20'15"E 300.01 feet to the Point of Beginning. Contains 4.13 acres. Subject to easements, restrictions and rights-of-way of record.

The following conditions are being offered as part of the rezone request:

- 1). Pending rezone of the southwest portion of the overall property, a land split will be requested to create a separate lot for the rezoned property. The legal description of the proposed land split will be as described above.
- 2). The property that is rezoned and split off will be used only for a single family residence and potentially accessory structures related to the single family use, as may be permitted under the RR zoning district.

Please contact me at (616) 402-3631 or at [kchapel@ghcmolding.com](mailto:kchapel@ghcmolding.com) if you have any questions regarding this request.

Sincerely,



Karl Chapel  
Karl Chapel Trust



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 "PLANT" 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.

Experience . . . the Difference

**NEDERVELD**

www.nederveld.com  
800.222.1868

**GRAND RAPIDS**  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
Phone: 616.975.5190

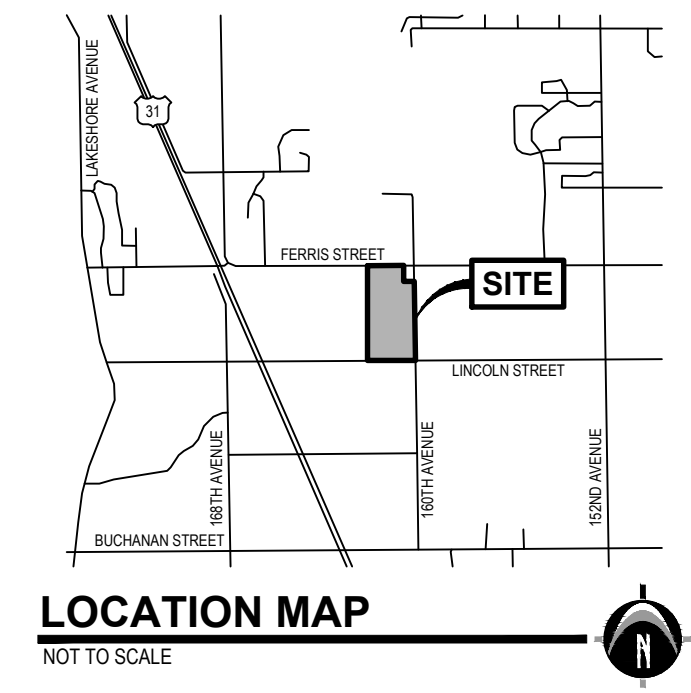
ANN ARBOR  
CHICAGO  
COLUMBUS  
HOLLAND  
INDIANAPOLIS  
ST. LOUIS

**PREPARED FOR:**  
Grand Haven Custom Molding  
Attn: Karl Chapel

1500 S Beechtree Street  
Grand Haven, MI 49417  
Phone: 616.935.3160

**REVISIONS:**

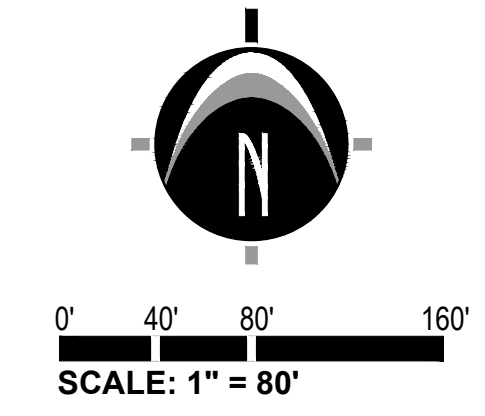
Title: Rezone Plan	Drawn: SW	Checked: SW	Date: 09/22/23
Title: Rezone Plan - Added Description Of Rezone	Drawn: SW	Checked: SW	Date: 11/02/23



**BENCHMARKS**

**BENCHMARK "A"** ELEV. = 615.08 (NAVD88)  
Northeast flange bolt on hydrant under "CAST", located at the Northeast quadrant of the intersection of Lincoln Street and 160th Avenue. 0.6 ± A.G.L.

**BENCHMARK "B"** ELEV. = 599.17 (NAVD88)  
Northeast flange bolt on hydrant located 3.5 ± North of Southwest Right of Way corner of parcel for building #13800 172nd Avenue. 0.8 ± A.G.L. (Offsite)



**LEGEND**

[Pattern]	EXISTING BITUMINOUS
[Pattern]	EXISTING CONCRETE
[Pattern]	PROPOSED BITUMINOUS
[Pattern]	EXISTING CONCRETE
[Pattern]	EXISTING BUILDING

**GENERAL NOTES**

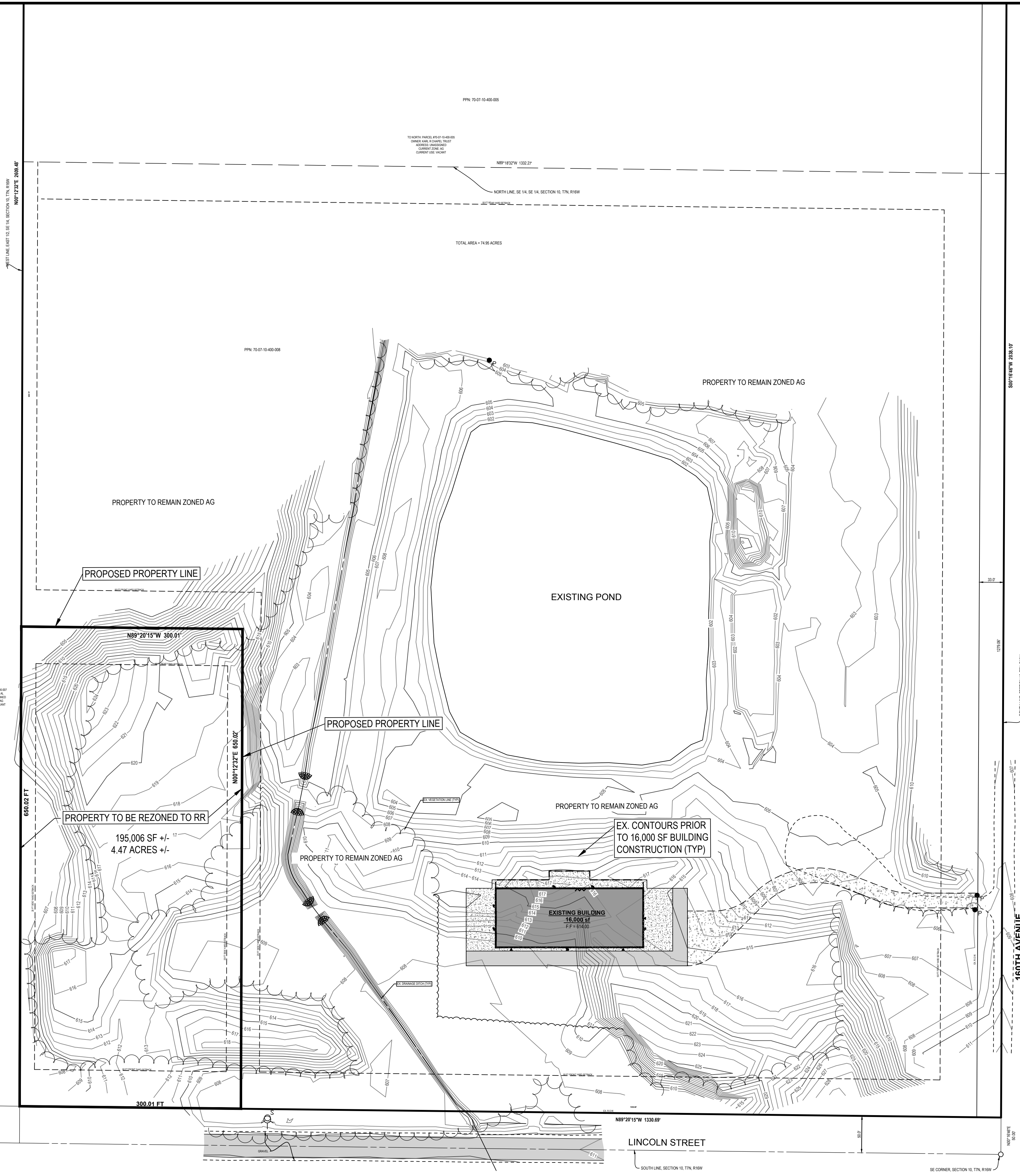
- 1) EXISTING ZONING OF PROPERTY: AG - AGRICULTURAL  
AG ZONING REQUIREMENTS  
MINIMUM LOT AREA = 20 ACRES  
MINIMUM LOT WIDTH = 330 FT  
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT / 2 1/2 STORIES  
MAXIMUM ALLOWED IMPERVIOUS COVERAGE = 70%  
MINIMUM ALLOWED BUILDING SETBACKS:  
FRONT YARD = 50 FT  
SIDE YARD = 25 FT  
REAR YARD = 50 FT
- 2) PROPOSED ZONING OF PROPERTY OF PROPOSED SPLIT (SOUTHWEST CORNER): RR - RURAL RESIDENTIAL  
RR ZONING REQUIREMENTS  
MINIMUM LOT AREA = 45,000 SF  
MINIMUM LOT WIDTH = 150 FT  
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT / 2 1/2 STORIES  
MAXIMUM ALLOWED IMPERVIOUS COVERAGE = 40%  
MINIMUM ALLOWED BUILDING SETBACKS:  
FRONT YARD = 50 FT  
SIDE YARD = 20 FT  
REAR YARD = 50 FT
- 2) SUMMARY OF PROPOSED SPLIT (LAND TO BE REZONED TO RR):  
A) TOTAL ACREAGE = 4.47 ACRES (APPROX. 195,006 SF (EXCLUDING ROAD R.O.W.))  
B) THE PROPOSED LOT WILL BE USED AS A RESIDENCE WITH A SINGLE FAMILY HOME.  
C) ZONING OF SURROUNDING PARCELS TO EAST, WEST, NORTH = AG  
TO SOUTH = RR
- 3) THIS PROJECT IS NOT IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS. HOWEVER, THE FLOODPLAIN IS VERY CLOSE TO THE EAST PROPERTY LINE. SPECIAL CARE AND ATTENTION SHALL BE PROVIDED IN THAT AREA SO THAT IT IS NOT AFFECTED BY POTENTIAL FLOODING.
- 4) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- 5) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS 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.
- 6) THE PERMANENT PARCEL NUMBER FOR THE PARENT PARCEL IS 70-07-04-400-008.  
THE ADDRESS FOR THE PARENT PARCEL IS 12853 160th AVENUE.
- 7) THE SITE SOIL IS PRIMARILY GRANULY LOAMY SAND AND PLAINFIELD SAND, BASED ON THE USDA SOIL SURVEY MAP INFORMATION.
- 8) PENDING REZONE APPROVAL, THE FUTURE HOUSE WILL BE SERVICED BY PRIVATE WELL AND ON-SITE SEPTIC SYSTEM. APPROVALS AND PERMITS FROM OTTAWA COUNTY HEALTH DEPARTMENT ARE REQUIRED FOR THIS WORK.

**LEGAL DESCRIPTION**

OVERALL EXISTING PARCEL DESCRIPTION: THE NORTHEAST 1/4 OF SOUTHEAST 1/4, EXCEPT THE NORTH 570 FEET OF EAST 370 FEET, SECTION 10, T7N, R16W, ALONG THE SOUTHEAST 1/4 OF SOUTHEAST 1/4, EXCEPT THE SOUTH 50 FEET OF SECTION 10, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN. THIS PARCEL CONTAINS APPROXIMATELY 35.2 ACRES.

PARCEL TO BE REZONED: Part of the Southeast 1/4 of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N00°16'46"E 50.00 feet; thence N89°20'15"W 1030.68 feet parallel with the South line of said Section to the Point of Beginning; thence N00°12'32"E 650.02 feet parallel with the West line of the Southeast 1/4 of said Section; thence N89°20'15"W 300.01 feet; thence S00°12'32"W 650.02 feet along said West line; thence S89°20'15"E 300.01 feet to the Point of Beginning. Contains 4.13 acres. Subject to easements, restrictions and rights-of-way of record.

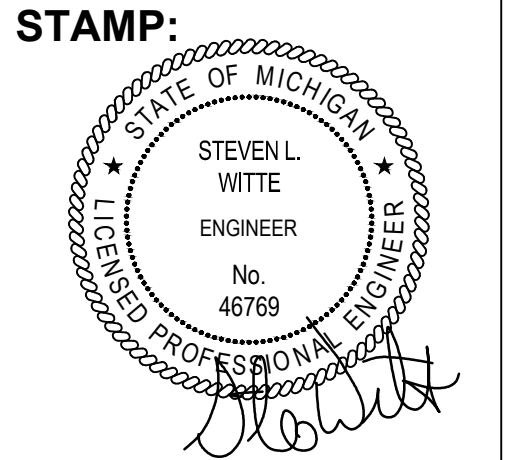
REMAINDER PROPERTY (TO REMAIN AG): Part of the Southeast 1/4 of Section 10, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N00°16'46"E 50.00 feet to the Point of Beginning; thence N89°20'15"W 1030.68 feet parallel with the South line of said Section; thence N00°12'32"E 650.02 feet parallel with the West line of the Southeast 1/4 of said Section; thence N89°20'15"W 300.01 feet; thence N89°20'15"W 300.01 feet; thence N00°12'32"E 1279.74 feet along said West line; thence S89°18'32"E 1332.27 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence S00°16'46"W 1279.06 feet along said East line to the Point of Beginning. Contains 34.54 acres. Subject to highway right-of-way for 160th Avenue over the Easterly most 33.00 feet thereof. Subject to easements, restrictions and rights-of-way of record.



PARCEL #70-07-04-400-008 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-009 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-010 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-011 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-012 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-013 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-014 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL	PARCEL #70-07-04-400-015 OWNER: GRAND HAVEN CUSTOM MOLDING ADDRESS: 1500 S BEECHTREE STREET CITY: GRAND HAVEN, MI 49417 CURRENT USE: RESIDENTIAL
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**Chapel-160th**  
**Site Layout Plan**

Lincoln Street  
PART OF THE SOUTHEAST 1/4 OF SECTION 10, T7N, R16W,  
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN



**PROJECT NO:**  
21200181

**SHEET NO:**  
**REZON**  
**SHEET: 1 OF 1**



# Community Development Memo

DATE: December 07, 2023  
 TO: Township Board  
 FROM: Rory Thibault – Senior Planner  
 RE: Zoning Text Amendment Ordinance

## BACKGROUND

Township Staff have been working to draft language encompassing minor changes to the Zoning Ordinance that have resulted from commentary expressed by the Planning Commission, Township Board, and the general Public this year since the adoption of the new Ordinance. Both a copy of the proposed ordinance, and a redline version, are included in the meeting packet.

## #1 – MICROBREWERY AS SLU IN C-1 DISTRICTS

The Ordinance would be revised to allow Microbreweries as Special Land Uses in C-1 Districts with the levying of the same Special Land Use standards regulating their impact on Industrial-zoned property.

2.09 shall be amended as follows:

Commercial Uses	AG	RP	RR	R-1	R-2	C-1	C-2	I-1	Standards
Microbrewery						S	P	S	12.30

### **Implications:**

- ✓ A singular text amendment regarding Microbreweries would create consistency within the Zoning Ordinance regarding other small-scale alcohol facilities

## #2 – STORMWATER SYSTEM LANDSCAPING

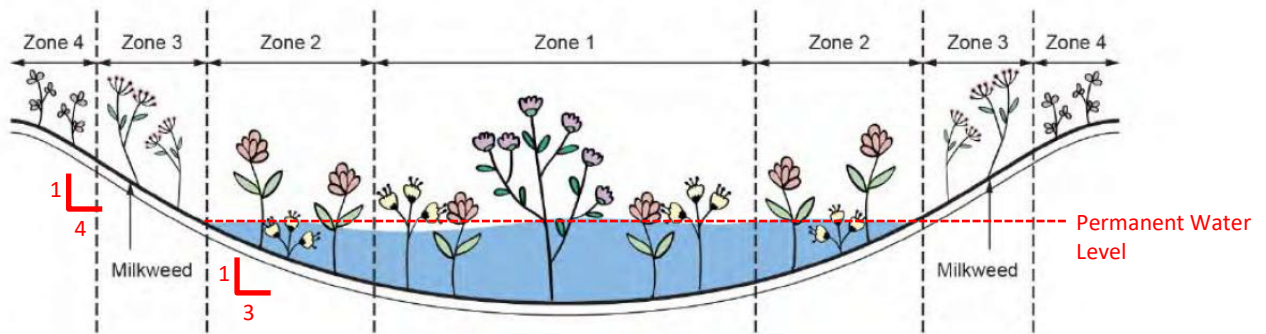
The Ordinance would be revised to allow for steeper slopes on designed stormwater facilities.

4.02.(A)(3) shall be amended in its entirety as follows:

- (3) Stormwater System Landscaping. Retention, detention and the overall stormwater system shall be designed to create the appearance of a natural

pond or feature including gentle or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. **The side slope down to the permanent water level, or the bottom of the basin in the case there is no permanent water, shall be no steeper than 4:1. The side slope from the permanent water level to the bottom of the basin shall be no steeper than 3:1. Where there is a permanent water level, all basins that are deeper than three feet shall have a safety bench, of at least 10-feet in width with a slope no greater than 10:1 for that portion. In those cases the depth of the basin shall not exceed 10-feet except upon determination of the Planning Commission that an increased depth is necessary for the function of the pond/basin. The following species shall be used for plantings, although other species may be permitted by the Planning Commission.**

**Figure 4-1: Stormwater System Landscaping**



**Implications:**

- ✓ Remains consistent with state and federal stormwater management recommendations
- ✓ Ponds may be in smaller areas of the site while still meeting the OCWRC standards for stormwater holding volume
- ✓ Safety is increased in the case of deep ponds by minimizing trespass
- ✓ A greater area of the site may be developed.

**#3 – FENCE MATERIAL OUTDOOR STORAGE**

The Ordinance would be revised to allow for other permitted fence screening materials for outdoor storage yards. Special Land Use and US-31 Character Overlay Zone requirements would still supersede these items in the event of a conflict.

4.02(B)(1) shall be amended as follows:

- (1) Refuse containers, or other permitted outdoor storage areas shall be screened by a wood, **decorative metal**, masonry solid wall or live conifer landscape material which is at least six (6) feet in height, or one (1) foot above the object which it is screening, whichever is greater. Live landscape materials shall be narrow evergreen trees planted no more than three (3) feet apart. All enclosures **other than those that utilize live conifer**

**material** must have an opaque gate constructed from metal or wood (chain link with obscuring fabric or slats shall be prohibited).

**Implication:**

- ✓ The Zoning Ordinance is set up such that in the event of conflicting language the more strict requirement takes precedence – i.e. US-31 Character Overlay Standards supersede Special Land Use Requirements, which supersede general requirements. Given this condition, this proposed amendment would allow decorative metal panels in the general requirement, thereby allowing them to also be utilized as a material in the more specific requirements subject to additional standards.

**#4 – PARKING AND DRIVE AISLE WIDTH**

The Ordinance would be revised to allow for flexibility regarding required vehicular maneuvering as distinct from parking.

Section 5.07(B) shall be amended as follows:

- (B) Plans for the layout of off-street parking facilities shall be in accord with the following table. **A site may be permitted to deviate from the maximum facility sizes upon determination by the Planning Commission that the expanded parking facility is necessary for the efficient operation of the use or required maneuvering of vehicles.**

**Implications:**

- ✓ Paved areas may increase or decrease upon determination that it is necessary for maneuvering
- ✓ Planning Commission has increased discretion regarding such matters, taking each site on a case-by-case basis
- ✓ Parking spaces and maneuvering aisles would be given more flexibility, dependent upon satisfactory demonstration of the need.

**#5 – BUILDING ADDITIONS IN THE US-31 CHARACTER OVERLAY ZONE**

The Ordinance would be revised to allow existing buildings to utilize consistent materials in an addition; compliant materials would only be required in publicly visible areas.

8.11(A)(3)(d)(ii) shall be amended as follows:

- (ii) **Existing Buildings.** Existing commercial, office or institutional buildings that do not comply with the above requirements may continue to use materials that do not conform to this section, including on additions or expansions. However, additions and expansions must be designed to be architecturally consistent with the existing portion of the building **using similar materials and architectural features. This must include compliant materials if the location is visible from a publicly accessible area.**

**Implications:**

- ✓ Existing buildings that expand would be able to maintain noncompliant aesthetic standards in portions of the property that are not publicly visible.

- ✓ In portions of the property that are visible, those areas would have to include compliant materials.

## #6 – SCREENING FOR OVERHEAD DOORS

The Ordinance would be revised to allow for landscaping to be used to screen overhead doors that are located in the side-yard of properties located within the US-31 Character Overlay Zone.

8.12(G) shall be amended as follows:

- (G) **Loading and Service Bay Doors.** Loading and service bay doors shall not face a public street. Such doors shall be in the rear of the site. Where this is not practical, location on the side may be permitted as long as additional walls **or** landscape **screening** is provided, and/or such areas are recessed, to minimize the negative visual impact **by determination of the Planning Commission.**

### Implications:

- ✓ Eliminates a double-redundancy (i.e. wall and planting screening) in favor of flexibility and demonstration that species will be able to screen the overhead doors year-round

## #7 – CHICKENS ON PLATTED PROPERTY

The Ordinance would be revised to allow chickens on platted property provided additional criteria is met.

14.02 (B)(2)(g)(ii) shall be amended in its entirety as follows:

(ii) Chickens in the RP, RR, R-1, and R-2 districts shall be subject to the following:

- (a) In the R-1, and R-2 districts, all lots ~~except those in platted subdivisions (other than assessor's plats and supervisor's plats) or site condominiums~~ may have up to four chickens. Lots over two acres may have an additional chicken per quarter of an acre (0.25 acres), up to 15 chickens. In calculating the permitted number of birds, the number of acres shall be rounded down to the nearest tenth of an acre.

**1. Applicants for lots in platted subdivisions (other than assessor's plats and supervisor's plats) or site condominiums are subject to the following application standards.**

**i. Once a completed application form has been submitted to the Community Development Director or their designee, the Township shall within ten (10) business days send written notice of the application for a permit to keep chickens to the property owners and occupants of all adjacent real properties. For this section, "adjacent real properties" shall include all properties that share a common lot line with the subject property as well as those that share a common corner point.**

**ii. If the Community Development Director or their designee receives an objection to the issuance of a permit from any person required to be notified of the permit application, within fifteen (15) days from mailing the written notice of the permit**

application, then the permit shall not be granted. The applicant will be notified of the permit denial by the Community Development Director or their designee within ten 10 business days of the objection.

iii. If the Community Development Director or their designee receives no objections to the issuance of the permit from the adjacent property owners within the notice period then they shall review and process the permit application subject to the standards of this section.

- (b) Roosters shall not be permitted.
- (c) The slaughtering of any chicken is prohibited.
- (d) Chickens must be provided with and kept within a covered enclosure at all times. Chickens shall not be allowed to roam the lot or any other property.
- (e) The enclosed area where the chickens are kept shall be located within the rear yard and shall be setback at least twenty (20) feet from any side or rear lot line.
- (f) The enclosed area where the chickens are kept shall be maintained in a clean and neat manner at all times.
- (g) Materials used to construct the enclosed area shall exclude tarps, plastic, fabric, rubber, paper, cardboard, or other non-traditional building materials.
- (h) Chicken feed must be kept in rodent-proof, sealed containers.

#### **Implications:**

- ✓ Traditional subdivisions (including older platted ones) would allow for the raising of chickens, provided there is not a restrictive covenant in place which the Township would not police but rather advise applicants to inquire with their HOA.
- ✓ Adjacent property owners would be able to provide consent or raise objection.
- ✓ The notification process would occur in a similar process to how the Township sends public notices for public hearings.
- ✓ Does not have any impact on Right to Farm nor Site Selection Category 4 GAAMPs which allow for local government oversight.

## **#9 – CHILD CARE STATE DEFINITIONS**

The Ordinance would be revised to update the definitions related to Child Care and associated facilities and operations per the State of Michigan.

21.02.A.23.a shall be amended as follows:

- (a) **Child Care Center.** A facility, other than a private residence, licensed by the State of Michigan, in which one (1) or more ~~preschool or school age~~ children **under 13 years of age** are given care and supervision for periods of less than twenty-four (24) hours per day, and where a parent or legal guardian is not immediately available. Childcare or day care center includes a facility, which provides care for not less than two (2) consecutive weeks, regardless of the number of hours of care per day.

Child care or day care center does not include those operated in a private residence, Sunday school, or a religious class that is conducted by a religious organization where children are in attendance for not greater than four (4) hours per day for an indefinite period, or not greater than eight (8) hours per day for

a period not to exceed four (4) weeks, during a twelve (12) month period, or a facility operated by a religious organization where children are cared for not greater than four (4) hours, while persons responsible for the children are attending religious classes or services, **facilities for athletic or social activities, drama, or dance classes.**

21.02.A.24. shall be amended as follows:

(b) **Child Care Home.** A private home in which **up to** seven (7) children are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.

(c) **Child Care Home.** A private home in which ~~eight (8) to fourteen (14)~~ **unrelated** minor children are given care and supervision for periods of less than twenty-four (24) hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.

**Implications:**

- ✓ Exclusively a series of text amendments which precipitated from a review of the July/August 2023 *Michigan Planner* article, “Pairing Your Local Plan and Ordinance with the State of Michigan’s Child Care Licensing Requirements.” This would bring the Zoning Ordinance into compliance with the State’s increased capacities for group child care and family child care legislation passed in June, 2022 HB5041.

**SAMPLE MOTION**

If the Township Board finds the above text amendments acceptable, the following motion can be offered:

**Motion to present and postpone the proposed Zoning Text Amendment Ordinance with draft date of 12/05/2023. Further action will be postponed until the first regularly scheduled Township Board meeting in 2024 when the ordinance will be considered for adoption. **This is the first reading.****

Please contact me if this raises questions.

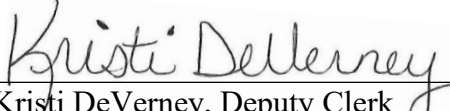
GRAND HAVEN CHARTER TOWNSHIP  
NOTICE OF POSTING OF PROPOSED ORDINANCE

**NOTICE IS HEREBY GIVEN** that the following Ordinance has been proposed for adoption by the Charter Township of Grand Haven, Ottawa County, Michigan:

AN ORDINANCE TO AMEND THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE (THE "ZONING ORDINANCE") TO ESTABLISH MICROBREWRIES AS A SPECIAL LAND USE IN THE COMMERCIAL (C-1) DISTRICT; REVISE STORMWATER BASIN SLOPING STANDARDS; REVISE ALLOWABLE SCREENING MATERIALS FOR OUTDOOR STORAGE YARDS; ESTABLISH DISCRETION ON MAXIMUM DRIVE AISLE WIDTH; AMEND ARCHITECTURAL AND BUILDING MATERIAL REQUIREMENTS FOR BUILDING ADDITIONS IN THE US-31 OVERLAY ZONE; REVISE SCREENING STANDARDS FOR OVERHEAD DOORS IN THE US-31 OVERLAY ZONE; REVISE STANDARDS FOR CHICKEN KEEPING IN RESIDENTIAL ZONING DISTRICTS; REVISE THE DEFINITION OF CHILD CARE CENTER; REVISE DEFINITIONS PERTAINING TO CHILD CARE HOMES.

The proposed Ordinance has been posted at the office of the Township Clerk, 13300 - 168th Avenue, Grand Haven, Michigan and on the Township's web site: [www.ghc.org](http://www.ghc.org).

The proposed Ordinance was first introduced at a regular meeting of the Township Board on **December 11, 2023**. Copies of the proposed Ordinance are available upon request at the office of the Township Clerk.

  
\_\_\_\_\_  
Kristi DeVerney, Deputy Clerk  
Grand Haven Charter Township

Posted Legal Ad: **December** , 2023

ORDINANCE NO. \_\_\_\_\_

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE (THE “ZONING ORDINANCE”) TO ESTABLISH MICROBREWERIES AS A SPECIAL LAND USE IN THE COMMERCIAL (C-1) DISTRICT; REVISE STORMWATER BASIN SLOPING STANDARDS; REVISE ALLOWABLE SCREENING MATERIALS FOR OUTDOOR STORAGE YARDS; ESTABLISH DISCRETION ON MAXIMUM DRIVE AISLE WIDTH; AMEND ARCHITECTURAL AND BUILDING MATERIAL REQUIREMENTS FOR BUILDING ADDITIONS IN THE US-31 OVERLAY ZONE; REVISE SCREENING STANDARDS FOR OVERHEAD DOORS IN THE US-31 OVERLAY ZONE; REVISE STANDARDS FOR CHICKEN KEEPING IN RESIDENTIAL ZONING DISTRICTS; REVISE THE DEFINITION OF CHILD CARE CENTER; REVISE DEFINITIONS PERTAINING TO CHILD CARE HOMES.

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

Section 1. Microbrewery Use in C-1 District. The table in Section 2.09 of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 2.09 shall remain unchanged).

Commercial Uses	AG	RP	RR	R-1	R-2	C-1	C-2	I-1	Standards
Microbrewery						S	P	S	12.30

Section 2. Stormwater System Landscaping. Section 4.02.A.3 of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 4.02.A shall remain unchanged).

3. Stormwater System Landscaping. Retention, detention and the overall stormwater system shall be designed to create the appearance of a natural pond or feature including gentle (~~5:1~~) or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. **The side slope down to the permanent water level, or the bottom of the basin in the case there is no permanent water, shall be no steeper than 4:1. The side slope from the permanent water level to the bottom of the basin shall be no steeper than**

3:1. Where there is a permanent water level, all basins that are deeper than three feet shall have a safety bench, of at least 10-feet in width with a slope no greater than 10:1 for that portion. In those cases the depth of the basin shall not exceed 10-feet except upon determination of the Planning Commission that an increased depth is necessary for the function of the pond/basin. The following species shall be used for plantings, although other species may be permitted by the Planning Commission.

Section 3. Fence Material and Outdoor Storage. Section 4.02.B.1 of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 4.02.B shall remain unchanged).

- (1) Refuse containers, or other permitted outdoor storage areas shall be screened by a wood, decorative metal, masonry solid wall or live conifer landscape material which is at least six (6) feet in height, or one (1) foot above the object which it is screening, whichever is greater. Live landscape materials shall be narrow evergreen trees planted no more than three (3) feet apart. All ~~wood or masonry~~ enclosures other than those that utilize live conifer landscape material must have an opaque gate constructed from metal or wood (chain link with obscuring fabric or slats shall be prohibited).

Section 4. Parking and Drive Aisle Width. Section 5.07.B of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 5.07 shall remain unchanged).

- (B) Plans for the layout of off-street parking facilities shall be in accord with the following table. ~~, and are considered both minimum and maximum sizes (i.e. parking spaces must be exactly these sizes):~~ A site may be permitted to deviate from the maximum facility sizes upon determination by the Planning Commission that the expanded parking facility is necessary for the efficient operation of the use or required maneuvering of vehicles.

Section 5. Building Additions in the US-31 Character Overlay Zone. Section 8.11.A.3.d.ii of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 8.11.A.3.d shall remain unchanged).

- (ii) **Existing Buildings.** Existing commercial, office or institutional buildings that do not comply with the above requirements may continue to use materials that do not conform to this section, including on additions or expansions. However, additions and expansions ~~must include materials such as brick, stone or decorative block for architectural detailing, and~~ must be designed to be architecturally consistent with the existing portion of the building using similar materials and architectural features. This must include compliant materials if the location is visible from a publicly accessible area.

Section 6. Screening for Overhead Doors in the US-31 Overlay Zone. Section 8.12.G of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 8.12 shall remain unchanged).

- (G) **Loading and Service Bay Doors.** Loading and service bay doors shall not face a public street. Such doors shall be in the rear of the site. Where this is not practical, location on the side may be permitted as long as additional walls ~~and landscaping~~ or **landscape screening** are provided, and/or such areas are recessed, to minimize the negative visual impact **by determination of the Planning Commission.**

Section 7. Chicken Keeping in RP, RR, R-1 and R-2 Districts. Section 14.02.B.2.h.ii of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 14.02.B shall remain unchanged).

- a) In the R-1, and R-2 districts, all lots ~~except those in platted subdivisions (other than assessor's plats and supervisor's plats) or site condominiums~~ may have up to four chickens. Lots over two (2) acres may have an additional chicken per quarter of an acre (0.25 acres), up to 15 chickens. In calculating the permitted number of birds, the number of acres shall be rounded down to the nearest tenth of an acre.
1. **Applicants for lots in platted subdivisions (other than assessor's plats and supervisor's plats) or site condominiums are subject to the following application standards.**
    - A. **Once a completed application form has been submitted to the Community Development Director or their designee, the Township shall within ten (10) business days send written notice of the application for a permit to keep chickens to the property owners and occupants of all adjacent real properties. For this section, "adjacent real properties" shall include all properties that share a common lot line with the subject property as well as those that share a common corner point.**
    - B. **If the Community Development Director or their designee receives an objection to the issuance of a permit from any person required to be notified of the permit application, within fifteen (15) days from mailing the written notice of the permit application, then the permit shall not be granted. The applicant will be notified of the permit denial by the Community Development Director or their designee within ten 10 business days of the objection.**
    - C. **If the Community Development Director or their designee receives no objections to the issuance of the permit from the adjacent property owners within the notice period then they shall review and process the permit application subject to the standards of this section.**
- b) Roosters shall not be permitted.
- c) The slaughtering of any chicken is prohibited.

- d) Chickens must be provided with and kept within a covered enclosure at all times. Chickens shall not be allowed to roam the lot or any other property.
- e) The enclosed area where the chickens are kept shall be located within the rear yard and shall be setback at least ~~twenty (20)~~ **five (5) feet** from the principal residence and any side or rear lot line **and shall be located twenty-five (25) feet from any dwelling on an adjacent lot.**
- f) The enclosed area where the chickens are kept shall be maintained in a clean and neat manner at all times.
- g) Materials used to construct the enclosed area shall exclude tarps, plastic, fabric, rubber, paper, cardboard, or other non-traditional building materials.
- h) Chicken feed must be kept in rodent-proof, sealed containers.

Section 8. Child Care Center Definition. Section 21.02.A.23.a of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 21.02.A.23 shall remain unchanged).

- (a) **Child Care Center.** A facility, other than a private residence, licensed by the State of Michigan, in which one (1) or more ~~preschool or school age~~ **children under 13 years of age** are given care and supervision for periods of less than twenty-four (24) hours per day, and where a parent or legal guardian is not immediately available. Childcare or day care center includes a facility, which provides care for not less than two (2) consecutive weeks, regardless of the number of hours of care per day.

Child care or day care center does not include those operated in a private residence, Sunday school, or a religious class that is conducted by a religious organization where children are in attendance for not greater than four (4) hours per day for an indefinite period, or not greater than eight (8) hours per day for a period not to exceed four (4) weeks, during a twelve (12) month period, or a facility operated by a religious organization where children are cared for not greater than four (4) hours, while persons responsible for the children are attending religious classes or services, **facilities for athletic or social activities, drama, or dance classes.**

Section 9. Child Care Home Definitions. Section 21.02.A.24 of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 21.02.A.24 shall remain unchanged).

- (b) **Family Daycare Child Care Home.** A private home in which ~~one (1) but less than~~ **up to seven (7) minor** children are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. ~~Family day care home includes a home that gives care to an unrelated minor child for more than four (4) weeks during a calendar year.~~
- (c) **Group Daycare Child Care Home.** A private home in which ~~more than six (6) but not more than twelve (12)~~ **eight (8) to fourteen (14) unrelated** minor children are given care and supervision for periods of less than twenty-four (24) hours a day

unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. ~~Group day care home includes a home that gives care to an unrelated minor child for more than four (4) weeks during a calendar year.~~

Section 10. 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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_. This Ordinance shall be effective on \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 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 members of the Board \_\_\_\_\_ voting in opposition. The Ordinance or a summary of the Ordinance was published in the *Grand Haven Tribune* on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Laurie Larsen, Clerk  
Grand Haven Charter Township

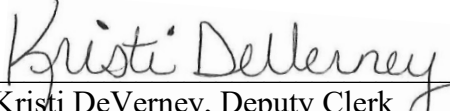
GRAND HAVEN CHARTER TOWNSHIP  
NOTICE OF POSTING OF PROPOSED ORDINANCE

**NOTICE IS HEREBY GIVEN** that the following Ordinance has been proposed for adoption by the Charter Township of Grand Haven, Ottawa County, Michigan:

AN ORDINANCE TO AMEND THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE (THE "ZONING ORDINANCE") TO ESTABLISH MICROBREWRIES AS A SPECIAL LAND USE IN THE COMMERCIAL (C-1) DISTRICT; REVISE STORMWATER BASIN SLOPING STANDARDS; REVISE ALLOWABLE SCREENING MATERIALS FOR OUTDOOR STORAGE YARDS; ESTABLISH DISCRETION ON MAXIMUM DRIVE AISLE WIDTH; AMEND ARCHITECTURAL AND BUILDING MATERIAL REQUIREMENTS FOR BUILDING ADDITIONS IN THE US-31 OVERLAY ZONE; REVISE SCREENING STANDARDS FOR OVERHEAD DOORS IN THE US-31 OVERLAY ZONE; REVISE STANDARDS FOR CHICKEN KEEPING IN RESIDENTIAL ZONING DISTRICTS; REVISE THE DEFINITION OF CHILD CARE CENTER; REVISE DEFINITIONS PERTAINING TO CHILD CARE HOMES.

The proposed Ordinance has been posted at the office of the Township Clerk, 13300 - 168th Avenue, Grand Haven, Michigan and on the Township's web site: [www.ghc.org](http://www.ghc.org).

The proposed Ordinance was first introduced at a regular meeting of the Township Board on **December 11, 2023**. Copies of the proposed Ordinance are available upon request at the office of the Township Clerk.

  
\_\_\_\_\_  
Kristi DeVerney, Deputy Clerk  
Grand Haven Charter Township

Posted Legal Ad: **December** , 2023

**ORDINANCE NO. \_\_\_\_\_**

**ZONING TEXT AMENDMENT ORDINANCE**

**AN ORDINANCE TO AMEND THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE (THE “ZONING ORDINANCE”) TO ESTABLISH MICROBREWERIES AS A SPECIAL LAND USE IN THE COMMERCIAL (C-1) DISTRICT; REVISE STORMWATER BASIN SLOPING STANDARDS; REVISE ALLOWABLE SCREENING MATERIALS FOR OUTDOOR STORAGE YARDS; ESTABLISH DISCRETION ON MAXIMUM DRIVE AISLE WIDTH; AMEND ARCHITECTURAL AND BUILDING MATERIAL REQUIREMENTS FOR BUILDING ADDITIONS IN THE US-31 OVERLAY ZONE; REVISE SCREENING STANDARDS FOR OVERHEAD DOORS IN THE US-31 OVERLAY ZONE; REVISE STANDARDS FOR CHICKEN KEEPING IN RESIDENTIAL ZONING DISTRICTS; REVISE THE DEFINITION OF CHILD CARE CENTER; REVISE DEFINITIONS PERTAINING TO CHILD CARE HOMES.**

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

Section 1. Microbrewery Use in C-1 District. The table in Section 2.09 of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 2.09 shall remain unchanged).

Commercial Uses	AG	RP	RR	R-1	R-2	C-1	C-2	I-1	Standards
Microbrewery						S	P	S	12.30

Section 2. Stormwater System Landscaping. Section 4.02(A)(3) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 4.02(A) shall remain unchanged).

- (3) Stormwater System Landscaping. Retention, detention and the overall stormwater system shall be designed to create the appearance of a natural pond or feature including gentle or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. The side slope down to the permanent water level, or the bottom of the basin in the case there is no permanent water, shall be no steeper than 4:1. The side slope from the permanent water level to the bottom of the basin shall be no steeper than 3:1. Where there is

a permanent water level, all basins that are deeper than three feet shall have a safety bench, of at least 10-feet in width with a slope no greater than 10:1 for that portion. In those cases the depth of the basin shall not exceed 10-feet except upon determination of the Planning Commission that an increased depth is necessary for the function of the pond/basin. The following species shall be used for plantings, although other species may be permitted by the Planning Commission.

Section 3. Screening Materials for Outdoor Storage Yards. Section 4.02(B)(1) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 4.02(B) shall remain unchanged).

- (1) Refuse containers, or other permitted outdoor storage areas shall be screened by a wood, decorative metal, masonry solid wall or live conifer landscape material which is at least six (6) feet in height, or one (1) foot above the object which it is screening, whichever is greater. Live landscape materials shall be narrow evergreen trees planted no more than three (3) feet apart. All enclosures other than those that utilize live conifer landscape material must have an opaque gate constructed from metal or wood (chain link with obscuring fabric or slats shall be prohibited).

Section 4. Parking and Drive Aisle Width. The first paragraph of Section 5.07(B) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 5.07 and the table in Section 5.07(B) shall remain unchanged).

- (B) Plans for the layout of off-street parking facilities shall be in accord with the following table. A site may be permitted to deviate from the maximum facility sizes upon determination by the Planning Commission that the expanded parking facility is necessary for the efficient operation of the use or required maneuvering of vehicles.

Section 5. Building Additions in the US-31 Character Overlay Zone. Section 8.11(A)(3)(d)(ii) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 8.11(A)(3)(d) shall remain unchanged).

- (ii) **Existing Buildings.** Existing commercial, office or institutional buildings that do not comply with the above requirements may continue to use materials that do not conform to this section, including on additions or expansions. However, additions and expansions must be designed to be architecturally consistent with the existing portion of the building using similar materials and architectural features. This must include compliant materials if the location is visible from a publicly accessible area.

Section 6. Screening for Overhead Doors in the US-31 Overlay Zone. Section 8.12(G) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 8.12 shall remain unchanged).

- (G) **Loading and Service Bay Doors.** Loading and service bay doors shall not face a public street. Such doors shall be in the rear of the site. Where this is not practical, location on the side may be permitted as long as additional walls or landscape screening is provided, and/or such areas are recessed, to minimize the negative visual impact by determination of the Planning Commission.

Section 7. Chicken Keeping in RP, RR, R-1 and R-2 Districts. Section 14.02(B)(2)(h)(ii) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 14.02(B) shall remain unchanged).

- a) In the R-1, and R-2 districts, all lots may have up to four chickens. Lots over two (2) acres may have an additional chicken per quarter of an acre (0.25 acres), up to 15 chickens. In calculating the permitted number of birds, the number of acres shall be rounded down to the nearest tenth of an acre.
1. Applicants for lots in platted subdivisions (other than assessor's plats and supervisor's plats) or site condominiums are subject to the following ~~application~~ standards.
    - i. Once a completed application form has been submitted to the Community Development Director or their designee, the Township shall within ten (10) business days send written notice of the application for a permit to keep chickens to the property owners and occupants of all adjacent real properties. For this section, "adjacent real properties" shall include all properties that share a common lot line with the subject property as well as those that share a common corner point.
    - ii. If the Community Development Director or their designee receives an objection to the issuance of a permit from any person required to be notified of the permit application, within fifteen (15) days from mailing the written notice of the permit application, then the permit shall not be granted. The applicant will be notified of the permit denial by the Community Development Director or their designee within ten 10 business days of the objection.
    - iii. If the Community Development Director or their designee receives no objections to the issuance of the permit from the adjacent property owners within the notice period then they shall review and process the permit application subject to the standards of this section.
- b) Roosters shall not be permitted.
- c) The slaughtering of any chicken is prohibited.
- d) Chickens must be provided with and kept within a covered enclosure at all times. Chickens shall not be allowed to roam the lot or any other property.

- e) The enclosed area where the chickens are kept shall be located within the rear yard and shall be setback at least five (5) feet from any side or rear lot line and shall be located twenty-five (25) feet from any dwelling on an adjacent lot.
- f) The enclosed area where the chickens are kept shall be maintained in a clean and neat manner at all times.
- g) Materials used to construct the enclosed area shall exclude tarps, plastic, fabric, rubber, paper, cardboard, or other non-traditional building materials.
- h) Chicken feed must be kept in rodent-proof, sealed containers.

Section 8. Child Care Center Definition. Section 21.02(A)(23)(a) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 21.02(A)(23) shall remain unchanged).

- (a) **Child Care Center.** A facility, other than a private residence, licensed by the State of Michigan, in which one (1) or more children under 13 years of age are given care and supervision for periods of less than twenty-four (24) hours per day, and where a parent or legal guardian is not immediately available. Childcare or day care center includes a facility, which provides care for not less than two (2) consecutive weeks, regardless of the number of hours of care per day.

Child care or day care center does not include those operated in a private residence, Sunday school, or a religious class that is conducted by a religious organization where children are in attendance for not greater than four (4) hours per day for an indefinite period, or not greater than eight (8) hours per day for a period not to exceed four (4) weeks, during a twelve (12) month period, or a facility operated by a religious organization where children are cared for not greater than four (4) hours, while persons responsible for the children are attending religious classes or services, facilities for athletic or social activities, drama, or dance classes.

Section 9. Child Care Home Definitions. Section 21.02(A)(24)(b) and (c) of the Grand Haven Charter Township Zoning Ordinance shall be amended as follows (the rest of Section 21.02(A)(24) shall remain unchanged).

- (b) **Child Care Home.** A private home in which up to seven (7) children are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.
- (c) **Group Child Care Home.** A private home in which eight (8) to fourteen (14) unrelated minor children are given care and supervision for periods of less than twenty-four (24) hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.

Section 10. 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 \_\_\_\_\_, 2023, 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 . This Ordinance shall be effective on \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 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 members of the Board \_\_\_\_\_ voting in opposition. The Ordinance or a summary of the Ordinance was published in the *Grand Haven Tribune* on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Laurie Larsen, Clerk  
Grand Haven Charter Township

# Building Permit Report - Monthly

			Estimated Cost	Permit Fee
<b>ACCESSORY BUILDING</b>				
P23BU0541	WITTE NOAH	15440 PINE ST	\$38,383	\$371.32
			<b>\$38,383</b>	<b>\$371.32</b>
			<i>Total Permits For Type:</i>	<i>1</i>
<b>ADDITIONS</b>				
P23BU0543	SAMULAK RICHARD L-KERRY E	13232 FOX RIDGE CT	\$86,900	\$703.67
P23BU0551	SLUITER MARK-MARLA	10748 158TH AVE	\$10,920	\$183.75
			<b>\$97,820</b>	<b>\$887.42</b>
			<i>Total Permits For Type:</i>	<i>2</i>
<b>ADDRESS</b>				
P23AD0009	KARLE DANIEL	16216 BUCHANAN ST	\$0	\$14.00
			<b>\$0</b>	<b>\$14.00</b>
			<i>Total Permits For Type:</i>	<i>1</i>
<b>ALTERATIONS</b>				
P23BU0534	HEYBOER DAVID-JONNIE-NICHOLAS-STEPH	14499 LAKESHORE DR	\$4,800	\$89.25
P23BU0548	MORROW MATTHEW-WENDY	15043 WILLOWWOOD CT	\$85,500	\$694.08
P23BU0572	CARLSON KIMBERLY J TRUST	11719 GARNSEY AVE	\$40,000	\$382.40
			<b>\$130,300</b>	<b>\$1,165.73</b>
			<i>Total Permits For Type:</i>	<i>3</i>
<b>BASEMENT FINISH</b>				
P23BU0553	JAMES MICHAEL-MILLER DONNA	15302 CANTERBURY LN PVT	\$60,000	\$519.40
			<b>\$60,000</b>	<b>\$519.40</b>
			<i>Total Permits For Type:</i>	<i>1</i>
<b>COMMERCIAL REMODEL</b>				
P23BU0558	OTTAWA COUNTY	9791 LAKESHORE DR	\$330,000	\$2,858.90
			<b>\$330,000</b>	<b>\$2,858.90</b>
			<i>Total Permits For Type:</i>	<i>1</i>
<b>DECK</b>				
P23BU0513	TODD CLAUDE A-LINDA S	14155 PAYNE FOREST AVE	\$3,000	\$75.00
P23BU0527	MCLEAN EDWARD B-LOIS E TRUST	LAKESHORE DR	\$21,500	\$255.68
P23BU0542	GUTIERREZ FREDDY-RAQUEL	15952 SCOTTS CIR	\$26,500	\$289.93
P23BU0544	GILBERTSON O BRENT	16895 TIMBER DUNE DR	\$20,000	\$245.40
P23BU0561	SANDOVAL LEE R-ANDREA	15503 BAYBERRY LN	\$10,607	\$183.75
			<b>\$81,607</b>	<b>\$1,049.76</b>
			<i>Total Permits For Type:</i>	<i>5</i>
<b>ELECTRICAL</b>				
P23EL0348	VOUGHT LEE	11415 168TH AVE	\$0	\$351.00
P23EL0350	FLAGSTAR BANK FSB	17250 HAYES ST	\$0	\$80.00
P23EL0351	GOOSSEN CHAD D-ERIN B	13341 FOREST PARK DR	\$0	\$124.00

## Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P23EL0352	VANDER HEIDE CHERISE D TRUST	11363 LAKESHORE DR	\$0	\$380.00
P23EL0353	ROBERTS KEVIN-KRISTI	15001 PINE RIDGE RD	\$0	\$186.00
P23EL0354	SHAPE CORP	14600 172ND AVE	\$0	\$65.00
P23EL0355	PILLAI KRISHNA-CARLA A	15865 LAKE AVE	\$0	\$68.00
P23EL0356	LAKESHORE FLATS LLC	16831 GORDON PATH MAIN BLDG J	\$0	\$253.00
P23EL0357	COLLINS SAMANTHA	15048 DAVID ST	\$0	\$60.00
P23EL0358	ZELENKA THOMAS J-NAUMAN MOLLY T	12990 LAKESHORE DR	\$0	\$60.00
P23EL0359	DUNCAN RITA-BRENICE	11251 156TH AVE	\$0	\$118.00
P23EL0360	KOEDYKER JOHN C-MARILYN R	17292 BURKSHIRE DR	\$0	\$60.00
P23EL0361	SMITH AMY-ROGER	12128 152ND AVE	\$0	\$128.00
P23EL0362	SIGNATURE LAND DEVELOPMENT CO	14728 PINE GLEN DR	\$0	\$272.00
P23EL0363	BJICK JOANNE K	11962 CHICKORY DR	\$0	\$128.00
P23EL0364	STANKOVICS ALEXANDER J-VILMA J	12710 MANCHESTER DR	\$0	\$104.00
P23EL0365	SLUITER MARK-MARLA	10748 158TH AVE	\$0	\$68.00
P23EL0366	LAKESHORE FLATS LLC	16831 GORDON PATH 101-BLDG J	\$0	\$237.00
P23EL0367	LAKESHORE FLATS LLC	16831 GORDON PATH 102-BLDG J	\$0	\$237.00
P23EL0368	LAKESHORE FLATS LLC	16831 GORDON PATH 201-BLDG J	\$0	\$237.00
P23EL0369	LAKESHORE FLATS LLC	16831 GORDON PATH 202-BLDG J	\$0	\$237.00
P23EL0370	LAKESHORE FLATS LLC	16831 GORDON PATH 301-BLDG J	\$0	\$237.00
P23EL0371	LAKESHORE FLATS LLC	16831 GORDON PATH 302-BLDG J	\$0	\$237.00
P23EL0372	LAKESHORE FLATS LLC	16833 GORDON PATH 103-BLDG J	\$0	\$237.00
P23EL0373	LAKESHORE FLATS LLC	16833 GORDON PATH 104-BLDG J	\$0	\$237.00
P23EL0374	LAKESHORE FLATS LLC	16833 GORDON PATH 203-BLDG J	\$0	\$237.00
P23EL0375	LAKESHORE FLATS LLC	16833 GORDON PATH 204-BLDG J	\$0	\$237.00
P23EL0376	LAKESHORE FLATS LLC	16833 GORDON PATH 303-BLDG J	\$0	\$237.00
P23EL0377	LAKESHORE FLATS LLC	16833 GORDON PATH 304-BLDG J	\$0	\$237.00
P23EL0378	LAKESHORE FLATS LLC	16835 GORDON PATH 105-BLDG J	\$0	\$237.00
P23EL0379	LAKESHORE FLATS LLC	16835 GORDON PATH 106-BLDG J	\$0	\$237.00
P23EL0380	LAKESHORE FLATS LLC	16835 GORDON PATH 205-BLDG J	\$0	\$237.00
P23EL0381	LAKESHORE FLATS LLC	16835 GORDON PATH 206-BLDG J	\$0	\$237.00
P23EL0382	LAKESHORE FLATS LLC	16835 GORDON PATH 305-BLDG J	\$0	\$237.00
P23EL0383	LAKESHORE FLATS LLC	16835 GORDON PATH 306-BLDG J	\$0	\$237.00
P23EL0384	LAKESHORE FLATS LLC	16837 GORDON PATH 107-BLDG J	\$0	\$237.00
P23EL0385	LAKESHORE FLATS LLC	16837 GORDON PATH 108-BLDG J	\$0	\$237.00
P23EL0386	LAKESHORE FLATS LLC	16837 GORDON PATH 207-BLDG J	\$0	\$237.00
P23EL0387	LAKESHORE FLATS LLC	16837 GORDON PATH 208-BLDG J	\$0	\$237.00
P23EL0388	LAKESHORE FLATS LLC	16837 GORDON PATH 307-BLDG J	\$0	\$237.00
P23EL0389	LAKESHORE FLATS LLC	16837 GORDON PATH 308-BLDG J	\$0	\$237.00
P23EL0390	WITTE NOAH	15440 PINE ST	\$0	\$196.00

## Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P23EL0391	GUTIERREZ FREDDY-RAQUEL	15952 SCOTTS CIR	\$0	\$106.00
P23EL0392	GORNOWICZ MICHAEL D-ALEXANDRA B	16006 GROESBECK ST	\$0	\$282.00
P23EL0393	GEIERSBACH SEYMOUR H-LINDA M	12565 RETREAT DR PVT	\$0	\$60.00
P23EL0394	WEST JACOB	13700 148TH AVE	\$0	\$126.00
P23EL0395	RIVER HAVEN OPERATING COMPANY LLC	14491 WINTERGREEN DR	\$0	\$56.00
P23EL0396	THERASSE PATRICIA	15104 WILLOWWOOD CT	\$0	\$110.00
P23EL0397	REENDERS BRUCE L-KAREN R	15037 GROESBECK ST	\$0	\$120.00
P23EL0398	REENDERS KYLE L-ANDREA M	13752 168TH AVE	\$0	\$120.00
P23EL0399	WILLIAMS MURRAY E JR TRUST	16025 LAKE AVE	\$0	\$116.00
			<b>\$0</b>	<b>\$9,485.00</b>
			<i>Total Permits For Type:</i>	<i>51</i>

### FENCE

P21ZL0067	BEHNKE JOHN K-CAROLYN N	14632 LAKESHORE DR	\$7,900	\$40.00
P23ZL0122	CURTICE JERAMIE	15981 MERCURY DR	\$2,500	\$40.00
P23ZL0123	WORTHINGTON MATTHEW R-RACHEL M	12875 MARIPOSA ST	\$7,774	\$40.00
			<b>\$18,174</b>	<b>\$120.00</b>
			<i>Total Permits For Type:</i>	<i>3</i>

### MANUFACTURED HOME SET-UP

P23BU0557	RIVER HAVEN OPERATING COMPANY LLC	14491 WINTERGREEN DR	\$0	\$300.00
			<b>\$0</b>	<b>\$300.00</b>
			<i>Total Permits For Type:</i>	<i>1</i>

### MECHANICAL

P23ME0453	MAHONEY RACHELL	15020 177TH AVE	\$0	\$85.00
P23ME0455	DUNCAN RITA-BRENICE	11251 156TH AVE	\$0	\$145.00
P23ME0519	VOUGHT LEE	11415 168TH AVE	\$0	\$310.00
P23ME0520	SOWLES SCOTT M-LINDA	15059 152ND AVE	\$0	\$85.00
P23ME0521	BEALS TRUST	13760 COTTAGE DR	\$0	\$60.00
P23ME0522	SIGNATURE LAND DEVELOPMENT CO	13031 PINE GLEN DR	\$0	\$180.00
P23ME0523	HUNSANGER JACOB J	15422 COLEMAN AVE	\$0	\$85.00
P23ME0524	BOEVE CAROLYN A TRUST	15585 LAKE AVE	\$0	\$85.00
P23ME0525	GONNELLA JUSTIN-MACARENA	15846 ROBBINS RD	\$0	\$355.00
P23ME0526	JTB HOMES LLC	12537 MANCHESTER DR	\$0	\$240.00
P23ME0527	INTERRA HOMES LLC	12622 MANCHESTER DR	\$0	\$230.00
P23ME0528	T BOSGRAAF HOMES LLC	15080 KINGFISHER WAY	\$0	\$235.00
P23ME0529	JTB HOMES LLC	15687 GARDENTON CT	\$0	\$235.00
P23ME0530	GOOSSEN CHAD D-ERIN B	13341 FOREST PARK DR	\$0	\$140.00
P23ME0531	DAVIS CASEY L-TIMOTHY J	15268 HARRY ST	\$0	\$85.00
P23ME0532	WERNER JENNA LEE TRUST	15474 WINCHESTER CIR PVT	\$0	\$90.00
P23ME0533	BALL ROBERT J-MICHELLE A	9912 BEACH RIDGE CT PVT	\$0	\$85.00

## Building Permit Report - Monthly

		Estimated Cost	Permit Fee
P23ME0534	LAKESHORE FLATS LLC	16831 GORDON PATH MAIN BLDG J \$0	\$355.25
P23ME0535	LAKESHORE FLATS LLC	16831 GORDON PATH 101-BLDG J \$0	\$87.50
P23ME0536	LAKESHORE FLATS LLC	16831 GORDON PATH 102-BLDG J \$0	\$87.50
P23ME0537	LAKESHORE FLATS LLC	16831 GORDON PATH 201-BLDG J \$0	\$87.50
P23ME0538	LAKESHORE FLATS LLC	16831 GORDON PATH 202-BLDG J \$0	\$87.50
P23ME0539	LAKESHORE FLATS LLC	16831 GORDON PATH 301-BLDG J \$0	\$87.50
P23ME0540	LAKESHORE FLATS LLC	16831 GORDON PATH 302-BLDG J \$0	\$87.50
P23ME0541	LAKESHORE FLATS LLC	16833 GORDON PATH 103-BLDG J \$0	\$87.50
P23ME0542	LAKESHORE FLATS LLC	16833 GORDON PATH 104-BLGJ J \$0	\$87.50
P23ME0543	LAKESHORE FLATS LLC	16833 GORDON PATH 203-BLDG J \$0	\$87.50
P23ME0544	LAKESHORE FLATS LLC	16833 GORDON PATH 204-BLDG J \$0	\$87.50
P23ME0545	LAKESHORE FLATS LLC	16833 GORDON PATH 303-BLDG J \$0	\$87.50
P23ME0546	LAKESHORE FLATS LLC	16833 GORDON PATH 304-BLDG J \$0	\$87.50
P23ME0547	LAKESHORE FLATS LLC	16835 GORDON PATH 105-BLDG J \$0	\$87.50
P23ME0548	LAKESHORE FLATS LLC	16835 GORDON PATH 106-BLDG J \$0	\$87.50
P23ME0549	LAKESHORE FLATS LLC	16835 GORDON PATH 205-BLDG J \$0	\$87.50
P23ME0550	LAKESHORE FLATS LLC	16835 GORDON PATH 206-BLDG J \$0	\$87.50
P23ME0551	LAKESHORE FLATS LLC	16835 GORDON PATH 305-BLDG J \$0	\$87.50
P23ME0552	LAKESHORE FLATS LLC	16835 GORDON PATH 306-BLDG J \$0	\$87.50
P23ME0553	LAKESHORE FLATS LLC	16837 GORDON PATH 107-BLDG J \$0	\$87.50
P23ME0554	LAKESHORE FLATS LLC	16837 GORDON PATH 108-BLDG J \$0	\$87.50
P23ME0555	LAKESHORE FLATS LLC	16837 GORDON PATH 207-BLDG J \$0	\$87.50
P23ME0556	LAKESHORE FLATS LLC	16837 GORDON PATH 208-BLDG J \$0	\$87.50
P23ME0557	LAKESHORE FLATS LLC	16837 GORDON PATH 307-BLDG J \$0	\$87.50
P23ME0558	LAKESHORE FLATS LLC	16837 GORDON PATH 308-BLDG J \$0	\$87.50
P23ME0559	DUARTE THEODORE	16096 ROBBINS RD \$0	\$85.00
P23ME0560	SUTTON JEROME K-BETH A	15384 GREEN OAK ST \$0	\$85.00
P23ME0561	SEAGRAVES JAMIE L	14130 152ND AVE 14132 \$0	\$90.00
P23ME0562	BEKINS MARK A-PAULA	15555 COMSTOCK ST \$0	\$85.00
P23ME0563	MEYER GEORGIA	17625 BRUCKER ST \$0	\$85.00
P23ME0564	FRENCH KYLE	13632 E PARK CT \$0	\$120.00
P23ME0565	SMANT GAIL-AMY-ROSE-HARKNESS JODIE	2040 168TH AVE \$0	\$115.00
P23ME0566	MASS RONALD W-MARY JANE TRUST	12612 BROADMOOR PL PVT \$0	\$125.00
P23ME0567	STANKOVICS ALEXANDER J-VILMA J	12710 MANCHESTER DR \$0	\$140.00
P23ME0568	SIPLE CRAIG A-KIMBERLY L	17857 HILLANDALE LN \$0	\$85.00
P23ME0569	PRINGLE RIYA NICOLE TRUST	15655 GRAND POINT DR \$0	\$115.00
P23ME0570	PAJAK MICHAEL J-DORIS J	15312 FERRIS ST \$0	\$90.00
P23ME0571	YOUNG CHARLES W-JANET L	13260 RAVINE VIEW DR \$0	\$60.00
P23ME0572	KIEL GREGG A-MARY	14889 MERCURY DR \$0	\$60.00

## Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P23ME0573	SIGNATURE LAND DEVELOPMENT CO	14728 PINE GLEN DR	\$0	\$240.00
P23ME0574	GORNOWICZ MICHAEL D-ALEXANDRA B	16006 GROESBECK ST	\$0	\$240.00
P23ME0575	GORNOWICZ MICHAEL D-ALEXANDRA B	16006 GROESBECK ST	\$0	\$145.00
P23ME0576	RIVER HAVEN OPERATING COMPANY LLC	14491 WINTERGREEN DR	\$0	\$85.00
P23ME0577	BOWERS ALAN	15195 MERCURY DR	\$0	\$60.00
P23ME0578	T BOSGRAAF HOMES LLC	15124 KINGFISHER WAY	\$0	\$235.00
P23ME0579	T BOSGRAAF HOMES LLC	15094 KINGFISHER WAY	\$0	\$235.00
P23ME0580	T BOSGRAAF HOMES LLC	15108 KINGFISHER WAY	\$0	\$235.00
P23ME0581	MATCHETT STEPHEN A-KAREN H	15548 COMSTOCK ST	\$0	\$80.00
			<b>\$0</b>	<b>\$8,080.25</b>
			<i>Total Permits For Type:</i>	<b>65</b>

### PLUMBING

P23PL0266	VOUGHT LEE	11415 168TH AVE	\$0	\$331.00
P23PL0267	GOOSSEN CHAD D-ERIN B	13341 FOREST PARK DR	\$0	\$123.00
P23PL0268	WOLFFIS ERIC-AMY	16701 PINE DUNES CT	\$0	\$138.00
P23PL0269	SODEMANN TRUST	11819 GARNSEY AVE	\$0	\$301.00
P23PL0270	LOMBARDO MICHAEL P-LESLIE L	15356 MEADOWWOOD DR	\$0	\$60.00
P23PL0271	LAKESHORE FLATS LLC	16831 GORDON PATH 101-BLDG J	\$0	\$234.00
P23PL0272	LAKESHORE FLATS LLC	16831 GORDON PATH 102-BLDG J	\$0	\$234.00
P23PL0273	LAKESHORE FLATS LLC	16831 GORDON PATH 201-BLDG J	\$0	\$234.00
P23PL0274	LAKESHORE FLATS LLC	16831 GORDON PATH 202-BLDG J	\$0	\$234.00
P23PL0275	LAKESHORE FLATS LLC	16831 GORDON PATH 301-BLDG J	\$0	\$234.00
P23PL0276	LAKESHORE FLATS LLC	16831 GORDON PATH 302-BLDG J	\$0	\$234.00
P23PL0277	LAKESHORE FLATS LLC	16833 GORDON PATH 103-BLDG J	\$0	\$211.00
P23PL0278	LAKESHORE FLATS LLC	16833 GORDON PATH 104-BLDG J	\$0	\$211.00
P23PL0279	LAKESHORE FLATS LLC	16833 GORDON PATH 203-BLDG J	\$0	\$211.00
P23PL0280	LAKESHORE FLATS LLC	16833 GORDON PATH 204-BLDG J	\$0	\$211.00
P23PL0281	LAKESHORE FLATS LLC	16833 GORDON PATH 303-BLDG J	\$0	\$211.00
P23PL0282	LAKESHORE FLATS LLC	16833 GORDON PATH 304-BLDG J	\$0	\$211.00
P23PL0283	LAKESHORE FLATS LLC	16835 GORDON PATH 105-BLDG J	\$0	\$234.00
P23PL0284	LAKESHORE FLATS LLC	16835 GORDON PATH 106-BLDG J	\$0	\$234.00
P23PL0285	LAKESHORE FLATS LLC	16835 GORDON PATH 205-BLDG J	\$0	\$234.00
P23PL0286	LAKESHORE FLATS LLC	16835 GORDON PATH 206-BLDG J	\$0	\$234.00
P23PL0287	LAKESHORE FLATS LLC	16835 GORDON PATH 305-BLDG J	\$0	\$234.00
P23PL0288	LAKESHORE FLATS LLC	16835 GORDON PATH 306-BLDG J	\$0	\$234.00
P23PL0289	LAKESHORE FLATS LLC	16837 GORDON PATH 107-BLDG J	\$0	\$211.00
P23PL0290	LAKESHORE FLATS LLC	16837 GORDON PATH 108-BLDG J	\$0	\$234.00
P23PL0291	LAKESHORE FLATS LLC	16837 GORDON PATH 207-BLDG J	\$0	\$211.00
P23PL0292	LAKESHORE FLATS LLC	16837 GORDON PATH 208-BLDG J	\$0	\$234.00

## Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P23PL0293	LAKESHORE FLATS LLC	16837 GORDON PATH 307-BLDG J	\$0	\$211.00
P23PL0294	LAKESHORE FLATS LLC	16837 GORDON PATH 308-BLDG J	\$0	\$234.00
P23PL0295	PAJAK MICHAEL J-DORIS J	15312 FERRIS ST	\$0	\$135.00
P23PL0296	JTB HOMES LLC	15703 GARDENTON CT	\$0	\$265.00
P23PL0297	LINCOLN STREET HOLDINGS	12651 MANCHESTER DR	\$0	\$265.00
P23PL0298	RIVER HAVEN OPERATING COMPANY LLC	14491 WINTERGREEN DR	\$0	\$60.00
P23PL0299	GEIERSBACH SEYMOUR H-LINDA M	12565 RETREAT DR PVT	\$0	\$133.00

**\$0**  
*Total Permits For Type:* **34**

### REPLACEMENT WINDOWS/DOORS

P23BU0533	GRANT PATRICIA A	16896 TIMBER DUNE DR	\$12,382	\$193.22
P23BU0535	PULVER DAVID L	13156 SIKKEMA DR	\$11,852	\$189.59
P23BU0539	YONKER MICHAEL-MARVA TRUST	15675 ROBBINS RD	\$16,907	\$224.21
P23BU0540	BIALOWAS RUSSELL L - JANET K	15317 ARBORWOOD DR	\$20,526	\$249.00
P23BU0563	SAMULAK RICHARD L-KERRY E	13232 FOX RIDGE CT	\$4,551	\$89.25
P23BU0564	RACZOK VIRGINIA L	15780 WINANS ST	\$5,905	\$105.00

**\$72,123**  
*Total Permits For Type:* **6**

### RE-ROOFING

P23BU0538	TEEPLE RODNEY-SANDRA	15306 GRAND OAK RD	\$17,797	\$100.00
P23BU0547	DENNISON MANIFA S	14858 BIRDSONG LN	\$10,000	\$100.00
P23BU0549	RICK PETER JR	15353 MEADOWS DR	\$7,880	\$100.00
P23BU0555	FRENCH KYLE	13632 E PARK CT	\$20,000	\$100.00
P23BU0556	BOGARDUS KRISTIN R-BRION D	15448 MEADOWLARK DR	\$10,396	\$100.00
P23BU0565	PERRAUT JOSEPH L-AMY S	14344 TERRY TRAILS	\$9,337	\$100.00
P23BU0566	AMBER ANTHONY P-PATRICIA A	15523 HOFMA DR	\$20,000	\$100.00
P23BU0570	KESTELOOT JANI-WIACEK AARON	14685 MERCURY DR	\$14,888	\$100.00

**\$110,298**  
*Total Permits For Type:* **8**

### RE-SIDING

P23BU0559	DUTMERS STEVEN D	13285 FOREST PARK DR	\$14,000	\$100.00
P23BU0560	GORBACH TRUST	11956 GARNSEY AVE	\$0	\$100.00
P23BU0567	DENNISON MANIFA S	14858 BIRDSONG LN	\$8,000	\$100.00

**\$22,000**  
*Total Permits For Type:* **3**

### SHED (<200 SQFT)

P23ZL0120	BAGNALL CHET-KELLY	14916 178TH AVE	\$8,500	\$40.00
P23ZL0121	BYLSMA JOSEPH E-KACIE A	15334 GREEN OAK ST	\$3,500	\$40.00

## Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			<b>\$12,000</b>	<b>\$80.00</b>
			<i>Total Permits For Type:</i>	<b>2</b>
<b>SINGLE FAMILY DWELLING</b>				
P23BU0537	SODEMANN TRUST	11819 GARNSEY AVE	\$1,000,000	\$5,118.40
P23BU0545	LINCOLN STREET HOLDINGS	12651 MANCHESTER DR	\$388,281	\$2,306.88
P23BU0546	JTB HOMES LLC	15703 GARDENTON CT	\$411,628	\$2,429.45
P23BU0554	SIGNATURE LAND DEVELOPMENT CO	14670 PINE GLEN DR	\$540,174	\$3,072.17
			<b>\$2,340,083</b>	<b>\$12,926.90</b>
			<i>Total Permits For Type:</i>	<b>4</b>
<b>VEHICLE SALES</b>				
P23VS0040	SPINK STEVE-KATHERINE	11421 144TH AVE	\$0	\$0.00
P23VS0041	COOK JAMES-MARJA	15452 MERCURY DR	\$0	\$0.00
P23VS0042	SOBOLIK EMILY	13519 152ND AVE	\$0	\$0.00
P23VS0045	COOK KENNETH L-JEAN L	15277 MEADOWWOOD DR	\$0	\$0.00
P23VS0046	COOK MICHAEL	16184 MERCURY DR	\$0	\$0.00
			<b>\$0</b>	<b>\$0.00</b>
			<i>Total Permits For Type:</i>	<b>5</b>
<b>WALL/CANOPY SIGN</b>				
P23SG0011	FLAGSTAR BANK FSB	17250 HAYES ST	\$8,000	\$208.00
P23SG0012	SHAPE CORP	14600 172ND AVE	\$7,050	\$136.00
			<b>\$15,050</b>	<b>\$344.00</b>
			<i>Total Permits For Type:</i>	<b>2</b>
<b>Totals</b>			<b>\$3,327,838</b>	<b>\$47,572.95</b>
			<i>Total Permits In Month:</i>	<b>198</b>

# November 2023 Enforcements By Category

## Monthly Report

### ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0398	17067 LEGACY DR	CLOSED	11/02/23	11/13/23	
E23CE0419	16240 COMSTOCK ST	1ST NOTICE OF VIOLATION LETTER	11/20/23		

**Total Entries: 2**

### BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0243	11409 LAKESHORE DR	PENDING	11/02/23		
E23CE0406	11956 GARNSEY AVE	CLOSED	11/15/23	11/21/23	

**Total Entries: 2**

### HOME OCCUPATION

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0421	12400 LINCOLN FARMS DR	1ST NOTICE OF VIOLATION LETTER	11/20/23		

**Total Entries: 1**

### JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0404	14040 152ND AVE	1ST NOTICE OF VIOLATION LETTER	11/14/23		
E23CE0405	16190 RICH ST	CLOSED	11/13/23	11/30/23	
E23CE0423	11216 156TH AVE	1ST NOTICE OF VIOLATION LETTER	11/22/23		

**Total Entries: 3**

### LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0415	15351 160TH AVE	CLOSED	11/16/23	11/20/23	
E23CE0417	16006 COMSTOCK ST	1ST NOTICE OF VIOLATION LETTER	11/16/23		

**Total Entries: 2**

### PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0400	14847 160TH AVE	CLOSED	11/06/23	11/30/23	

**Total Entries: 1**

# November 2023 Enforcements By Category Monthly Report

## POOL & HOT TUB/SPA

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0399	15301 MERCURY DR	CLOSED	11/02/23	11/08/23	
<b>Total Entries:</b>					<b>1</b>

## SIGNS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0407	13284 LAKESHORE DR	CLOSED	11/16/23	11/29/23	
E23CE0408		1ST NOTICE OF VIOLATION LETTER	11/15/23		
E23CE0409		CLOSED	11/16/23	11/20/23	
E23CE0410		1ST NOTICE OF VIOLATION LETTER	11/16/23		
E23CE0411		1ST NOTICE OF VIOLATION LETTER	11/16/23		
E23CE0412		1ST NOTICE OF VIOLATION LETTER	11/16/23		
E23CE0413		1ST NOTICE OF VIOLATION LETTER	11/16/23		
E23CE0414		1ST NOTICE OF VIOLATION LETTER	11/16/23		
E23CE0425		CLOSED	11/27/23	11/27/23	
E23CE0426		1ST NOTICE OF VIOLATION LETTER	11/29/23		
E23CE0428		1ST NOTICE OF VIOLATION LETTER	11/30/23	11/30/23	
E23CE0429		1ST NOTICE OF VIOLATION LETTER	11/30/23		
E23CE0430		1ST NOTICE OF VIOLATION LETTER	11/30/23		
E23CE0431		CLOSED	11/30/23	11/30/23	
<b>Total Entries:</b>					<b>14</b>

## VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0427	14847 160TH AVE	1ST NOTICE OF VIOLATION LETTER	11/30/23		

## VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0402	14535 160TH AVE	CLOSED	11/07/23	11/20/23	
E23CE0420	13888 172ND AVE	1ST NOTICE OF VIOLATION LETTER	11/20/23		
E23CE0422	16128 MERCURY DR	CLOSED	11/21/23	11/29/23	
<b>Total Entries:</b>					<b>1</b>

# November 2023 Enforcements By Category Monthly Report

**Total Entries: 3**

## ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0401	12809 WILDERNESS TR PVT	PENDING	11/06/23		
E23CE0416	14912 160TH AVE	CLOSED	11/16/23	11/30/23	

**Total Entries: 2**

Enforcement.CodeOfficer = MICHAEL BEATTY AND  
Enforcement.DateFiled Between 11/1/2023 12:00:00 AM  
AND 11/30/2023 11:59:59 PM

Total Pages: 3

**Total Records: 32**

Report Created: 12/04/23

# November 2023 Enforcements By Category Monthly Report

## ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0398	17067 LEGACY DR	CLOSED	11/02/23	11/13/23	
					<b>Total Entries: 1</b>

## BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0406	11956 GARNSEY AVE	CLOSED	11/15/23	11/21/23	
					<b>Total Entries: 1</b>

## FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0311	12599 WILDERNESS TR PVT	CLOSED	09/08/23	11/13/23	
					<b>Total Entries: 1</b>

## HOME OCCUPATION

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0356	14442 LINCOLN ST	CLOSED	10/12/23	11/02/23	
					<b>Total Entries: 1</b>

## JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0376	15118 154TH AVE	CLOSED	10/17/23	11/13/23	
E23CE0405	16190 RICH ST	CLOSED	11/13/23	11/30/23	
					<b>Total Entries: 2</b>

## LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0415	15351 160TH AVE	CLOSED	11/16/23	11/20/23	
					<b>Total Entries: 1</b>

## OTHER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0329	12990 LAKESHORE DR	CLOSED	09/29/23	11/01/23	
					<b>Total Entries: 1</b>

# November 2023 Enforcements By Category Monthly Report

## PARKING ON THE GRASS

**Total Entries: 1**

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0119	16060 COMSTOCK ST	CLOSED	05/15/23	11/06/23	
E23CE0400	14847 160TH AVE	CLOSED	11/06/23	11/30/23	

## POOL & HOT TUB/SPA

**Total Entries: 2**

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0399	15301 MERCURY DR	CLOSED	11/02/23	11/08/23	

## SIGNS

**Total Entries: 1**

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0324	14671 178TH AVE	CLOSED	09/27/23	11/01/23	
E23CE0332		CLOSED	10/02/23	11/01/23	
E23CE0369		CLOSED	10/17/23	11/13/23	
E23CE0370		CLOSED	10/17/23	11/13/23	
E23CE0378	14748 LAKESHORE DR	CLOSED	10/18/23	11/01/23	
E23CE0382	14469 MERCURY DR	CLOSED	10/18/23	11/07/23	
E23CE0383	14459 MERCURY DR	CLOSED	10/18/23	11/07/23	
E23CE0389	17003 LAKESHORE FLATS DR	CLOSED	10/24/23	11/07/23	
E23CE0391		CLOSED	10/25/23	11/27/23	
E23CE0394	14501 MERCURY DR	CLOSED	10/25/23	11/07/23	
E23CE0407	13284 LAKESHORE DR	CLOSED	11/16/23	11/29/23	
E23CE0409		CLOSED	11/16/23	11/20/23	
E23CE0425		CLOSED	11/27/23	11/27/23	
E23CE0428	1ST NOTICE OF VIOLATION LETTER		11/30/23	11/30/23	
E23CE0431		CLOSED	11/30/23	11/30/23	

## TRASH RECEPTACLES

**Total Entries: 15**

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action

# November 2023 Enforcements By Category Monthly Report

E23CE0372	15895 CEDAR AVE 15893	CLOSED	10/17/23	11/07/23
E23CE0396	15351 APPLE ST	CLOSED	10/30/23	11/07/23

**Total Entries: 2**

## VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0337	14525 ANGELUS CIR	CLOSED	10/05/23	11/07/23	

**Total Entries: 1**

## VEHICLE SALES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0390	15452 MERCURY DR	CLOSED	10/25/23	11/07/23	
E23CE0402	14535 160TH AVE	CLOSED	11/07/23	11/20/23	
E23CE0422	16128 MERCURY DR	CLOSED	11/21/23	11/29/23	

**Total Entries: 3**

## ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E23CE0388	15303 HARRY ST	CLOSED	10/24/23	11/08/23	
E23CE0416	14912 160TH AVE	CLOSED	11/16/23	11/30/23	

**Total Entries: 2**

**Total Records: 34**

Enforcement.CodeOfficer = MICHAEL BEATTY AND  
 Enforcement.DateClosed Between 11/1/2023 12:00:00  
 AM AND 11/30/2023 11:59:59 PM

# November 2023 Enforcement Letters By Category

*All enforcement letters sent the previous month*

Type of Enforcement Letter	Number Mailed
CHANGE OF USE W/O PERMITS	1
LITTER - 1ST NOTICE	5
PARKED ON GRASS - 1ST NOTICE	1
PARKED ON GRASS - 2ND NOTICE	1
POOL & HOT TUB - 1ST NOTICE	1
SHED - 1ST NOTICE	3
VEHICLE FOR SALE - 1ST NOTICE	3
VEHICLE IN ROW - 1ST NOTICE	1
WORK WITHOUT PERMITS - 1ST NOTICE	4
WORK WITHOUT PERMITS - 2ND NOTICE	1

**Total Letters Sent:**

**21**

Letter.LinkFromType = Enforcement  
AND  
Letter.DateTimeCreated Between 11/01/2023 AND 1

**PUBLIC SERVICES DEPARTMENT  
END OF THE MONTH REPORT  
2023**

**WATER**

MONTH	WORK ORDERS	METERS		REPLACED METERS	REPLACED MXU'S	NEW TAPS		CROSS CONNECTION INSPECTIONS	MAIN INSTALLED IN FEET	MILLION GALLONS OF NOWS WATER	MILLION GALLONS OF G.R. WATER	G.R. SUPPLIMENTAL WATER
		3/4"	1"			3/4"	1"					
JANUARY	90	11	6	1	11	2	2		0	35.25	0.93	0.00
FEBRUARY	83	3	3	3	8	2	0		0	35.15	0.89	0.00
MARCH	60	0	1	2	1	1	4		0	38.94	1.29	0.00
APRIL	121	2	1	4	0	6	4		0	37.10	1.96	0.00
MAY	137	5	1	5	0	5	1	60	0	83.42	3.69	0.00
JUNE	166	2	0	7	0	2	0	74	0	144.88	4.54	0.00
JULY	171	5	0	3	1	5	1	109	0	102.13	3.37	0.00
AUGUST	152	6	5	4	0	5	1	43	0	122.88	4.19	0.00
SEPTEMBER	124	2	1	11	0	5	1	37	1500	84.87	2.82	0.00
OCTOBER	90	5	0	3	0	2	0	33	0	51.23	1.50	0.00
NOVEMBER	90	2	0	6	0	2	2	3	0	41.27	1.10	0.00
DECEMBER										0.00		0.00
TOTAL YTD	1284	43	18	49	21	37	16	359	1500	777.11	26.28	0.00
TOTALS		61				53					26.29	
						5694				803.40		

**NOTES:**

4 - 2" Meters installed (3 in SHP & 1 in Hofma Preserve)

**WASTEWATER**

MONTH	WORK ORDERS	NEW TAPS	MAIN INSTALLED IN FEET	MILLION GALLONS OF WASTE PUMPED
JANUARY	4	0	0	9.67
FEBRUARY	1	1	0	9.00
MARCH	2	3	0	10.47
APRIL	4	8	0	9.23
MAY	6	6	0	9.94
JUNE	4	4	0	10.79
JULY	4	6	0	9.08
AUGUST	7	3	0	12.02
SEPTEMBER	7	5	230	10.03
OCTOBER	0	1	0	10.39
NOVEMBER	4	3	0	9.44
DECEMBER				0.00
TOTAL YTD	43	40	230	110.07
TOTALS		1044		

**NOTES:**



# 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: 12-7-2023

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

During the Month of November, The Sheriff's Office responded to 387 calls for service, which included 60 medicals and 37 traffic related incidents. Deputies also issued 97 traffic citations.

Grand Haven/OAISD School News:

- Deputy Reuwer and Teunis taught Teaching, Educating and Mentoring (TEAM) at local Elementary School's.
- Deputy Reuwer instructed Hunter Safety with Grand Haven High School's Outdoor Education class.

Community Events:

- Deputies continue to work with local communities through Crime Free Multi-Housing.
- Deputy Reuwer began prepping for Shop with a Sheriff.

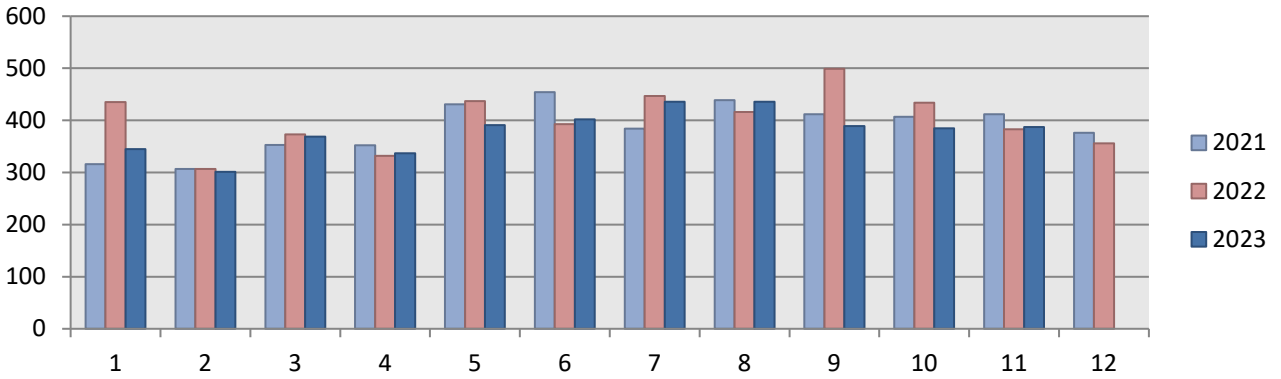
Trainings:

- Deputy Sabo attended Crisis Intervention Team Training (C.I.T)
- Deputy Teunis attended Behavior Threat Assessment and Management (BTAM) training.

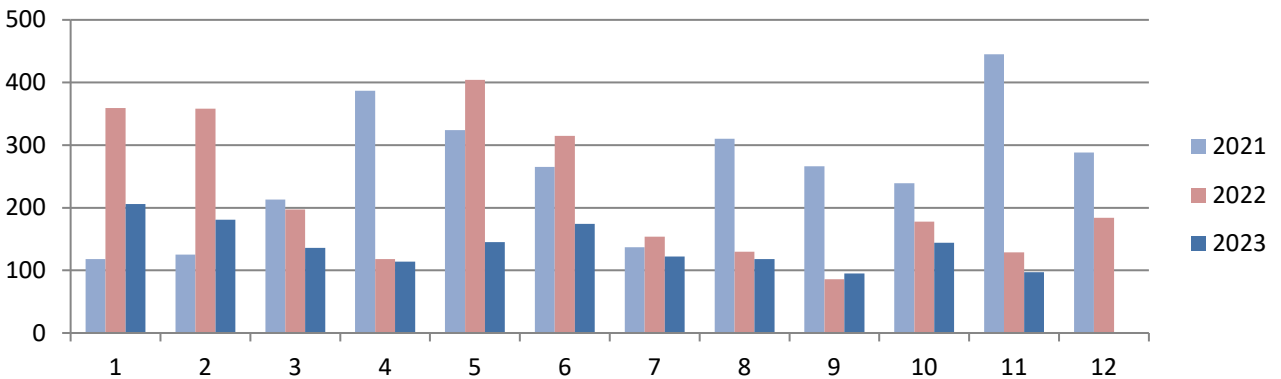
Thank You,

Deputy Forrest Sabo

## Grand Haven Township Calls



## Grand Haven Township Tickets



<u>Calls of Interest</u>												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>B &amp; E's</b>	2	4	1	2	1	2	4	0	1	5	4	
<b>Larcenies</b>	3	4	2	15	4	4	8	5	5	5	7	
<b>Shoplifting</b>	5	4	6	6	2	3	0	0	1	3	5	
<b>FTP fuel</b>	0	0	1	0	0	0	0	0	0	0	0	
<b>Assist Other</b>	4	3	0	2	5	3	2	2	3	0	1	
<b>Assaults</b>	2	0	0	1	1	1	2	4	3	1	2	
<b>Domestic</b>	20	14	23	12	25	28	31	30	22	31	20	
<b>Animal</b>	8	9	11	19	11	8	26	23	18	13	17	
<b>Alarms</b>	8	7	17	8	12	8	6	12	3	7	10	
<b>SOR Check</b>	0	1	0	0	1	0	0	0	0	1	0	
<b>Traffic</b>	29	37	37	42	47	40	51	50	39	40	37	
<b>AGP</b>	7	6	10	8	15	12	19	12	1	10	7	
<b>Suspicious</b>	21	13	28	23	23	27	28	29	29	27	27	