

Agenda for the
Allendale Charter Township Election Commission Meeting
Monday, November 22, 2021, 6:30pm

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Approve Agenda
- Approval of October 1, 2020 Minutes
- Action Items
 - License Agreement- Satellite Clerk's Office at GVSU
- Discussion Items
 - Election Inspector Commitments for 2022
 - Redistricting Update
 - Precinct Populations
- Public Comments
- Commissioner Comments
- Adjournment

Minutes of the
Allendale Charter Township Election Commission
Held on October 1, 2020 at 8:43 am

Present: Richards, Kraker, VanderVeen

Motion by VanderVeen, seconded by Kraker to approve the appointment of the Election Inspectors as presented for the November 3, 2020 General Election.

Approved

Discussion was had regarding the Satellite Clerk's Office on the campus of GVSU and the increase in Absentee Ballot requests.

Motion by Kraker, seconded by VanderVeen to adjourn the meeting. Approved

Meeting adjourned at 8:51am

Laurie Richards
Election Commission Chair
Allendale Charter Township Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this __ day of _____, 2021, between Grand Valley State University of 1 Campus Drive, Allendale, Michigan 49401 (hereinafter sometimes referred to as the "University") and Allendale Charter Township, of 6676 Lake Michigan Drive, Allendale, Michigan 49401 (hereinafter sometimes referred to as the "Township");

RECITALS

- A. The University and the Township have a shared goal of assisting University students and staff to participate in primary and general elections.
- B. The University has decided to permit the Township to use a portion of the Kirkhof Center Lounge situated on Grand Valley State University (hereinafter sometime referred to as the "Subject Property") for purposes of maintaining a Satellite Office.
- C. The University is willing to grant to the Township a non-exclusive license to use a portion of the Subject Property to establish a Satellite Office and to operate said office for purposes of facilitating participation in elections.

TERMS AND CONDITIONS

In exchange for and in consideration of the covenants herein contained, the parties agree as follows:

1. Grant of License. The University grants the Township a non-exclusive license and the Township accepts a non-exclusive license to use a portion of the Kirkhof Center Lounge (the "Subject Property"), subject to the terms and conditions set forth below.

2. Term. The term of this License shall commence on January 1, 2022 and terminate on December 31, 2024, unless otherwise terminated pursuant to the provisions of this Agreement.

3. Use. The Subject Property will be used by the Township for the sole purpose of establishing a Satellite Office to facilitate election participation by University staff and students. The University shall, in addition to providing access to the Subject Property, provide tables, chairs, access to electricity, sanitary facilities, HVAC and such other furnishings as necessary to maintain the Satellite Office. The Township will utilize

the Subject Property in a clean, wholesome and lawful manner and in compliance with all governmental laws, ordinances, rules, regulations and orders.

4. Operation of Satellite Office. The Satellite Office will be operated on the Subject Property for two weeks prior to the day of all primary and general elections conducted in the Township. The Satellite Office will not be open the Monday before any primary or general election. The Township will provide appropriate staffing for the Satellite Office as follows:

Primary Elections

Monday- Friday: 10:00 a.m. to 2:00 p.m.

Election Day: 7:00 a.m. to 8:00 p.m.

General Elections

Monday - Friday: 9:00 a.m. to 3:00 p.m.

Election Day: 7:00 a.m. to 8:00 p.m.

5. Fee. No fee will be assessed to the Township for use of the Subject Property.

6. Quiet Enjoyment. The University covenants and agrees that the Township shall have peaceful and quiet enjoyment of this Subject Property. In addition, the University agrees that the Subject Property, parking areas and walkways will be kept accessible, including but not limited to the clearing of snow and ice, and shall comply with all ADA requirements.

7. Parking. The University agrees to provide the Township's staff members parking passes near the Subject Property at no cost to the Township.

8. Assignment and Sub-Licensing. This License shall not be assigned or sublicensed by the Township to any person or business entity without the prior written consent of the University.

9. Acceptance of Premises. Except as otherwise agreed in writing, at the time the Township takes possession of the Subject Property, the act of the Township in taking possession of the premises shall constitute acceptance of the same by the Township on an "as is" basis and acknowledgment by the Township that the premises were in satisfactory and acceptable condition on the possession date.

10. Compliance With Law. The Township shall comply with and observe all laws, ordinances, rules, regulations and orders of all public authorities in connection with its activities on the Subject Property.

11. Indemnity. The Township shall indemnify and save harmless the University and its elected and appointed officials, employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, occupancy or negligence by or of the Township and any of its agents, servants, visitors, licensees or employees, occurring during the license term.

12. Casualty. In the event of damage to or destruction of the Subject Property by fire, storm or any other casualty or accident, this License shall terminate.

13. Termination. This License may be terminated by either party in writing with 60 days notice.

14. Notices. Any notices required to be served hereunder shall be sufficiently given if mailed by the United States mail, addressed to the University and the Township at their respective addresses stated above.

15. Captions. The captions of this License Agreement are for convenience only and shall not be considered as part of this License or in any way limiting or amplifying its terms and provisions.

16. Copies. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Laws. This License shall be interpreted and enforced by the Laws of the State of Michigan.

N WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this ___ day of _____, 2021.

GRAND VALLEY STATE UNIVERSITY

By: _____

Printed Name and Title

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on _____, 2021, by _____, on behalf of Grand Valley State University.

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

ALLENDALE CHARTER TOWNSHIP

By: _____

Printed Name and Title

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on, _____
2021, by Jody L. Hansen, Clerk, on behalf of Allendale

Charter Township.

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