

Due to COVID-19 members of the public are welcome to remotely join the Public Meetings of Allendale Charter Township's Public Bodies.

The remote participation information can be found on the following page.

Those wishing to contact Board or committee members prior to the meeting may do so via the Township website in the **"YOUR GOVERNMENT"** SECTION:

www.allendale-twp.org

There will be opportunity for public comment during the meeting. The process for remote public comment during the meeting is outlined in the following page.

Additionally, public comments may be submitted electronically prior to the meeting via the Township Website (see above).

*Please note that electronic comments need to be submitted prior to the meeting and are not able to be received by members during the meeting.

*Allendale Township Public Meetings
Remote Participation Instructions*

You can join remotely in two different ways.

- A. For Video and Audio: Use a GoToMeeting App
- B. For Audio Only: Dial-In

Video and Audio Instructions

Go to this site well before the meeting for detailed instructions:

<https://support.goto.com/meeting/help/how-to-join-a-meeting-g2m030001>

At the time of the meeting use this link and/or access code to join.

<https://www.gotomeet.me/Allendale/publicmeetings>

Access Code: 524-540-189

Audio Only Instructions

You can dial in using your phone.

United States: +1 (872) 240-3311

- Callers are responsible for any charges that may apply through their phone plan.

Access Code: 524-540-189

For Individuals with disabilities you can use a relay service by dialing 711 first.

Dial-In Instructions:

1. Dial into the number provided above.
2. You will be asked for an access code.
3. Enter the access code above.
4. Press # to confirm access code.
5. You will be asked for an audio pin. (There is no audio pin for this meeting.)
6. Press # to confirm you don't have an audio pin.

*Once you enter the call you will be muted by the admin.

Allendale Township Public Meetings
Remote Participation Instructions

Public Comment:

Please note that meetings are open to the public, but are not structured for public discussion to occur throughout the entire meeting. Instead, there are opportunities for members of the public to address the Board/committee members during specific points in the meeting.

Public comment will be held during the times outlined in the attached agenda. Below are the procedures for remote public comment.

1. The admin for the call will unmute callers one by one.
2. When it is your turn to speak you will be notified that you have been “unmuted”
3. You will have 10 seconds to respond if you would like to speak.
 - If you confirm that you will like to speak you will be given “the floor” and a limited amount of time to speak to speak (The time to speak will be announced by the Township Supervisor).
 - If you decline to speak or do not answer, the admin will move to the next caller.
4. At the end of each public comment period, the opportunity for public comment will be closed and the Chair will move the meeting forward.

Closing the Meeting:

1. Closing of the meeting will proceed by motion of the body after completion of the items on the agenda. The agenda can be found in the following pages.
2. Shortly after the meeting is closed the admin will end the meeting for all participants. You should hear a brief chime and then the call will be disconnected.

Agenda for the
Allendale Charter Township Board Meeting
Monday, January 25, 2021, 7:00pm

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Invocation given by Candy Kraker
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the January 11, 2021 Regular Board Meeting Minutes
 - Bills
 - Interim Bills
- For information
 - Financial Report
 - Minutes of the January 4, 2021 Planning Commission Meeting
 - Fire Monthly Report December 2020
 - Sheriff Monthly Report December 2020
 - Planning Commission 2021 Work Program
 - 2021 Road Report
- Public Hearings
- Public Comments
- Guest Speakers
 - Department Head Updates
 - Facilities
 - Public Utilities
 - Business Registration: Captain Tony Dolce
 - Public Utility Mutual Aid Agreement
- Action Items
- Discussion Items
 - Board Members Appointments to Committees / Department Liaisons
- Public Comments
- Board Comments
 - Garden of Honor Memorial Committee Update – Supervisor Elenbaas
- Future Agenda Items

- Adjournment

Our Wi-Fi connection may be used to access the Board Information Packet:

- Account: ACT_Guest
- Password: ACTguest
- File location: www.allendale-twp.org → Agendas and Minutes → Agendas: Township Board

**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
JANUARY SESSION- 1ST DAY**

The Allendale Township Board of Trustees met virtually, to comply with Michigan Department of Health and Human Services directives due to COVID-19, on Monday, January 11, 2021, at 7:00 p.m. and was called to order at 7:02 by Mr. Elenbaas.

Present: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Mr. Zeinstra, Ms. Kraker, Mr. Elenbaas. (6)

Absent: Mr. Vander Wall (1)

Staff and Guest Present: Kevin Yeomans, Allendale Project Coordinator; Bob Sullivan, Legal Counsel; Lydale Weaver, Human Resource Specialist; Chad Doornbos, Public Utilities Supervisor; Holly Huber; Mitch Kahle; Cathy Seaver; Jefferson Seaver; Corina Freeman; Joel Paauwe; Michelle Lentz; Jeanine Gasper; Josh Dean; and Cathy Schmidt

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

Mr. Elenbaas pronounced the invocation.

BOT 21-001 Mr. Zeinstra moved to approve the agenda of today as presented. The motion passed.

BOT 21-002 Ms. Hansen moved to approve the following Consent Resolutions:

1. To approve the Minutes of the December 28, 2020 Board of Trustees meeting.
2. To approve the general claims in the amount of \$244,808.87 and the interim payments of \$28,661.98 as presented by the summary report for December 30, 2020 – January 12, 2021. The motion passed.

Items Received for Information

1. Financial Report

2. Minutes of the December 21, 2020 Planning Commission Meeting
3. Waste Water Treatment Plant Update Report

Public Hearings- None

Public Comments and Communications

Comments were received from:

1. Cathy Seaver, Allendale
2. Cathy Schmidt, Allendale
3. Jeanine Gasper, Allendale
4. Jefferson Seaver, Allendale
5. Joel Paauwe, Allendale
6. Josh Dean, Allendale
7. Holly Huber, Muskegon
8. Mitch Kahle, Muskegon
9. Michelle Lents, Grand Haven
10. Carina Freeman, West Olive
11. A few other members of the public who did not disclose name and resident information.

BOT 21-003 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers- None

BOT 21-004 Mr. Zeinstra moved to approve the purchase of a new Human Resource payroll program, BS&A HR + Novatime, for an initial purchase price of \$18,284.00. The motion passed as shown by the following votes:
YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Mr. Zeinstra, Ms. Kraker, Mr. Elenbaas. (6)
NAYS: None (0)

BOT 21-005 Ms. Hansen moved to approve the hiring of Lora Richmond to fill the vacant Planning Commission Secretary position at a per diem rate of \$65.00 per meeting. The motion passed.

BOT 21-006 Ms. Vander Veen moved to approve and authorize the Clerk and Supervisor to sign Resolution 2021-01, authorizing a change to the Standard Lighting Contract with Consumers Energy to add Hidden Forest Phase 4 Streetlight

District. The motion passed as shown by the following votes:

YEAS: Ms. Vander Veen, Mr. Murillo, Ms. Hansen, Mr. Zeinstra, Ms. Kraker,
Mr. Elenbaas. (6)

NAYS: None (0)

Discussion Items

1. Mr. Elenbaas gave an overview of the previous wage study that was conducted approximately two years ago. He indicated the study recommended wage considerations were revisited every two years. The review, conducted by Pontifax, would cost approximately \$5,000.00 and will help ensure wages are aligned appropriately.
2. Ms. Hansen inquired as to the intent and purpose of the Mileage Tracking sheets that have been collected. She indicated nothing appears to be done with the data gathered. After discussion, the board felt the need to continue with the mileage tracking was unnecessary, prompting the following motion:

BOT 21-007 Mr. Murillo moved to discontinue the use of the mileage tracking sheets for township vehicles. The motion passed.

Public Comments and Communications

Comments were received from:

1. Cathy Seaver, Allendale
2. Cathy Schmidt, Allendale
3. Jeanine Gasper, Allendale
4. Joel Paauwe, Allendale
5. Josh Dean, Allendale
6. Mitch Kahle, Muskegon
7. Carina Freeman, West Olive
8. Holly Huber, Muskegon
9. A few other members of the public who did not disclose name and resident information.

BOT 21-008 Mr. Elenbaas moved to close public comment. The motion passed.

Kevin Yeomans provided an update on project GRIFAaC. With the implementations adopted thus far, the benefits have already been noticed by staff and efficiency has increased. In addition, Mr. Yeomans indicated the GIS platform has increased efficiency in numerous departments. He thanked the board for their continued support.

Board Comments:

1. Ms. Vander Veen: thanked the staff for their continued commitment to our community. She also inquired on the steps for the process of adopting the final Master Plan and informed the board that the MTA online conference/training was very informative.

BOT 20-009 Mr. Zeinstra moved to adjourn at 8:22 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

Department: 000.000

FLEIS & VANDENBRINK ENG'G INC	TRADER'S VIEW-SIETSEMA FARM FE	892.00	TRADER'S VIEW-SIETSE
ILLINOIS STATE DISBURSEMENT UNIT	GARNISHMENTS	683.08	GARNISHMENTS
OTTAWA COUNTY TREASURER	Taxes	762.58	Taxes
OTTAWA COUNTY TREASURER	Administration Fee	165.37	Administration Fee
SCHOLTEN FANT	ALLENDALE PLACE PUD	30.00	ALLENDALE PLACE PUD
SCHOLTEN FANT	M45 LLC GAS STATION	135.00	M45 LLC GAS STATION
SCHOLTEN FANT	MINI STORAGE DEPOT-64TH ST LLC	120.00	MINI STORAGE DEPOT-6
SCHOLTEN FANT	11221 COMMERCE-AROY THAI ADDIT	210.00	11221 COMMERCE-AROY
Total: 000.000		2,998.03	

Department: 100.000 Water

ALLIED MECHANICAL SERVICES, INC.	Maintenance	343.23	Maintenance
BILL PAYMENT CENTER	Electricity	127.78	Electricity
CINTAS CORPORATION #301	Contracted Services	254.18	Contracted Services
DTE ENERGY	Heat - Metering Station	447.24	Heat - Metering Stat
EJ USA INC	SUPPLIES-MISC	649.00	SUPPLIES-MISC
ENVIRONMENTAL SYSTEMS RESEARCH I	Dues	112.74	Dues
ETNA SUPPLY COMPANY	Meter Cost	10,208.00	Meter Cost
ETNA SUPPLY COMPANY	Contracted Services	3,000.00	Contracted Services
FLEIS & VANDENBRINK ENG'G INC	Professional Services	15,703.66	Professional Service
HANSEN-DYKE AUTOMOTIVE INC	Truck Maintenance	24.21	Truck Maintenance
KUSTOM DEZINS LLC	SUPPLIES-MISC	30.00	SUPPLIES-MISC
OTTAWA CTY ROAD COMMISSION	Maintenance	100.00	Maintenance
PREIN & NEWHOF PC INC	Contracted Services	60.00	Contracted Services
PRIORITY HEALTH	Employers Health Insurance	4,594.27	Employers Health Ins
SCHOLTEN FANT	Contracted Services	1,612.50	Contracted Services
SMART BUSINESS SOURCE LLC	SUPPLIES-MISC	79.34	SUPPLIES-MISC
SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	79.48	OFFICE SUPPLIES
TOLMAN'S AUTO TECH GROUP INC	Truck Maintenance	101.90	Truck Maintenance
Total: 100.000 Water		37,527.53	

Department: 101.000 Township Board

ALLENDALE AREA CHAMBER OF COMMER	Dues	225.00	Dues
ALLENDALE AREA CHAMBER OF COMMER	Printing & Publishing	4,500.00	Printing & Publishin
Total: 101.000 Township Board		4,725.00	

Department: 120.000 KNOWLTON HOUSE

DTE ENERGY	Heating Fuel	143.90	Heating Fuel
Total: 120.000 KNOWLTON HOUSE		143.90	

Department: 171.000 Supervisor

CARDMEMBER SERVICE	Miscellaneous	1,390.28	Miscellaneous
Total: 171.000 Supervisor		1,390.28	

Department: 200.000 Sewer

ALLIED MECHANICAL SERVICES, INC.	GENERAL MAINTENANCE	343.24	GENERAL MAINTENANCE
BIOTECH AGRONOMICS, INC.	SEWER POND CLEANING	148,945.50	SEWER POND CLEANING
CEDAR SPRINGS FENCE LLC	COLLECTION SYSTEM MAINTENANCE	650.00	COLLECTION SYSTEM MA
CINTAS CORPORATION #301	Contracted Services	254.18	CONTRACTED SERVICES
CONSUMERS ENERGY	Electricity	7,722.20	Electricity
DTE ENERGY	Heating Fuel	459.45	Heating Fuel
ENVIRONMENTAL SYSTEMS RESEARCH I	Dues	112.74	Dues
FLEIS & VANDENBRINK ENG'G INC	Professional Services	23,664.88	Professional Service
HACH COMPANY	LAB SUPPLIES	3,314.89	LAB SUPPLIES
HANSEN-DYKE AUTOMOTIVE INC	Truck Maintenance	24.20	Truck Maintenance
HAVILAND PRODUCTS COMPANY	Chemicals	1,241.00	Chemicals

JGM VALVE CORPORATION	WRRF MAINTENANCE	1,162.01	WRRF MAINTENANCE
KUSTOM DEZINS LLC	SUPPLIES-MISC	30.00	SUPPLIES-MISC
MCMaster-CARR SUPPLY COMPANY	SUPPLIES-MISC	25.33	SUPPLIES-MISC
MOTION INDUSTRIES INC	WRRF MAINTENANCE	153.02	WRRF MAINTENANCE
MWEA	Seminars	365.00	Seminars
OTTAWA CTY ROAD COMMISSION	GENERAL MAINTENANCE	100.00	GENERAL MAINTENANCE
PLUMMER'S ENVIRONMENTAL SERVICE	COLLECTION SYSTEM MAINTENANCE	1,839.35	COLLECTION SYSTEM MA
PRIORITY HEALTH	Employers Health Insurance	4,594.27	Employers Health Ins
SCHOLTEN FANT	Contracted Services	757.50	Contracted Services
SMART BUSINESS SOURCE LLC	SUPPLIES-MISC	79.34	SUPPLIES-MISC
SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	79.47	OFFICE SUPPLIES
STAR CRANE & HOIST SERVICE INC	WRRF MAINTENANCE	245.00	WRRF MAINTENANCE
TOLMAN'S AUTO TECH GROUP INC	Truck Maintenance	101.90	Truck Maintenance
VAN MANEN PETROLEUM GROUP INC	WRRF MAINTENANCE	54.30	WRRF MAINTENANCE

Total: 200.000 Sewer 196,318.77

Department: 209.000 Assessor

CONNOR GALLIGAN	Mileage	70.15	Mileage
SCHREUR PRINTING & MAILING	Contracted Services	135.80	Contracted Services
Total: 209.000 Assessor		205.95	

Department: 210.000 Attorney

SCHOLTEN FANT	Contracted Services	6,100.00	Contracted Services
SCHOLTEN FANT	Contracted Services P.C.	105.00	Contracted Services
SCHOLTEN FANT	CONTRACTED SERVICES-TAX TRIBUN	883.75	CONTRACTED SERVICES-
Total: 210.000 Attorney		7,088.75	

Department: 215.000 Clerk

CARDMEMBER SERVICE	Miscellaneous	164.81	Miscellaneous
OTTAWA COUNTY CLERK'S ASSOC.	Dues	60.00	Dues
Total: 215.000 Clerk		224.81	

Department: 248.000 General Office

ADOBE INC	Computer Maintenance	864.45	Computer Maintenance
ANDREWS TECHNOLOGY HMS INC	Computer Maintenance	4,884.00	Computer Maintenance
CARDMEMBER SERVICE	Miscellaneous	408.99	Miscellaneous
LAKESHORE ADVANTAGE CORPORATION	Contracted Services	2,475.00	Contracted Services
LAKESHORE ADVANTAGE CORPORATION	Contracted Services	5,025.00	Contracted Services
MAIN STREET PUB	WINTER READINESS PROGRAM	26.24	WINTER READINESS PRO
OTTAWA COUNTY CLERK	Dues	10.00	Dues
SMART BUSINESS SOURCE LLC	Supplies	128.30	Supplies
STATE OF MICHIGAN (NOTARY)	Dues	10.00	Dues
TRAIL POINT BREWING COMPANY	WINTER READINESS PROGRAM	9,176.82	WINTER READINESS PRO
Total: 248.000 General Office		23,008.80	

Department: 265.000 Building & Grounds

ANDREWS TECHNOLOGY HMS INC	Capital Outlay	1,603.00	Capital Outlay
CARDMEMBER SERVICE	Miscellaneous	4,401.28	Miscellaneous
CINTAS CORPORATION #301	Contracted Services	235.60	CONTRACTED SERVICES
DTE ENERGY	Heating Fuel	2,157.80	Heating Fuel
EXXONMOBIL PROCESSING CENTER	Gas & Oil	434.43	Gas & Oil
FLEIS & VANDENBRINK ENG'G INC	BUILDING IMP-FIRE	1,265.98	BUILDING IMP-FIRE
LAKEWOOD CONSTRUCTION	BUILDING IMP-MAINT BLDG	24,523.81	BUILDING IMP-MAINT B
MENARDS-HOLLAND INC	Maintenance	139.99	Maintenance
TOLMAN'S AUTO TECH GROUP INC	Truck Maintenance	659.00	Truck Maintenance
Total: 265.000 Building & Grounds		35,420.89	

Department: 300.000 Administration

ADOBE INC	Computer Maintenance	216.11	Computer Maintenance
ANDREWS TECHNOLOGY HMS INC	Computer Maintenance	3,256.00	Computer Maintenance
ANDREWS TECHNOLOGY HMS INC	Capital Outlay	1,603.00	Capital Outlay
CARDMEMBER SERVICE	Miscellaneous	341.99	Miscellaneous
DENISE WIERSMA	Postage	983.53	Postage
Total: 300.000 Administration		6,400.63	

Department: 301.000 Police Officer

OTTAWA COUNTY FISCAL SERVICES	Contracted Services	36,647.57	Contracted Services
Total: 301.000 Police Officer		36,647.57	

Department: 336.000 Fire Dept.

ALLENDALE TRUE VALUE HDWE INC	Supplies	146.05	Supplies
CINTAS CORPORATION #301	UNIFORMS	75.00	UNIFORMS
KUSTOM DEZINS LLC	UNIFORMS	834.00	UNIFORMS
LAKEWOOD CONSTRUCTION	Miscellaneous	18,695.00	Miscellaneous
WEST SHORE FIRE INC	Turnout Replacement	158.00	Turnout Replacement
Total: 336.000 Fire Dept.		19,908.05	

Department: 371.000 Inspection Department

PRIORITY HEALTH	Employers Health Insurance	784.73	Employers Health Ins
SMART BUSINESS SOURCE LLC	Miscellaneous	12.23	Miscellaneous
Total: 371.000 Inspection Department		796.96	

Department: 408.000 Planning & Zoning Department

FLEIS & VANDENBRINK ENG'G INC	Contracted Services	3,200.40	Contracted Services
Total: 408.000 Planning & Zoning Department		3,200.40	

Department: 447.000 Highway M-45

BILL PAYMENT CENTER	Electricity	43.52	Electricity
CINTAS CORPORATION #301	Miscellaneous	70.15	Miscellaneous
MENARDS-HOLLAND INC	Pole And Lights Maintenance	254.88	Pole And Lights Main
Total: 447.000 Highway M-45		368.55	

Department: 448.000 Street Lights

BILL PAYMENT CENTER	Electricity	19.04	Electricity
Total: 448.000 Street Lights		19.04	

Department: 790.000 Library

ALLENDALE AREA CHAMBER OF COMMER	Dues	65.00	Dues
AMAZON	Supplies	257.94	SUPPLIES
AMAZON	PROGRAMMING	226.60	PROGRAMMING
AMAZON	BOOKS PURCHASED	557.20	BOOKS PURCHASED
AMAZON	Childrens Books Purchased	459.03	CHILDRENS BOOKS PURC
ANDREWS TECHNOLOGY HMS INC	Capital Outlay	1,603.00	Capital Outlay
AQUA BLUE AQUARIUM SOLUTIONS	Contracted Services	55.00	Contracted Services
CARDMEMBER SERVICE	Miscellaneous	570.70	Miscellaneous
CENTER POINT LARGE PRINT	BOOKS PURCHASED	601.62	BOOKS PURCHASED
CONSUMERS ENERGY	Electricity	527.97	Electricity
DEMCO INC	Contracted Services	437.58	Contracted Services
DTE ENERGY	Heating Fuel	435.63	Heating Fuel
ENGINEERED PROTECTION SYSTEMS IN	Contracted Services	123.60	Contracted Services
GALE/CENGAGE LEARNING INC	BOOKS PURCHASED	61.58	BOOKS PURCHASED

01/22/2021 10:56 AM
User: DENISE
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INVOICE APPROVAL BY DEPT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 01/26/2021 - 01/26/2021
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 4/4

GALE/CENGAGE LEARNING INC	Childrens Books Purchased	37.48	Childrens Books Purc
LAKELAND LIBRARY COOPERATIVE	DIGITAL COLLECTION	450.00	DIGITAL COLLECTION
LAKELAND LIBRARY COOPERATIVE	Computer Support - Lakeland	4,907.72	Computer Support - L
MICROMARKETING LLC	BOOKS PURCHASED	213.97	BOOKS PURCHASED
NICHOLAS HEIMLER	Computer Maintenance	285.00	Computer Maintenance
TUMBLEWEED PRESS INC.	DIGITAL COLLECTION	3,000.00	DIGITAL COLLECTION
Total: 790.000 Library		14,876.62	

Department: 852.000 Hospital Reimbursement

PRIORITY HEALTH	Employers Health Insurance	13,226.38	Employers Health Ins
Total: 852.000 Hospital Reimbursement		13,226.38	

*** GRAND TOTAL ***	404,496.91
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Treasurer's report for Board Meeting dated Monday, January 25, 2021

Interim Payments:

Date	Check #	Amount	Vendor	Description
1/14/2021	99455	\$30.00	Ottawa Cty Register of Deeds	Street Lights - Hidden Forest #4
1/18/2021	99456	\$30.00	Ottawa Cty Register of Deeds	Meadows Lake Street Light District
1/21/2021	99458	\$101,835.00	Allied Mechanical Services Inc	M-45 Booster Station Imprvmnts - App #1
1/21/2021	99459	\$50.00	State Farm Insurance Company	Notary Surety Bond for Tamara Walker
		\$101,945.00	TOTAL	

General Fund Cash Balance at board meeting dated 1/25/2021

Checking Account	\$	4,514,998.00
Liquid Investment	\$	259,305.00
CD	\$	172.00
Total	\$	4,774,475.00

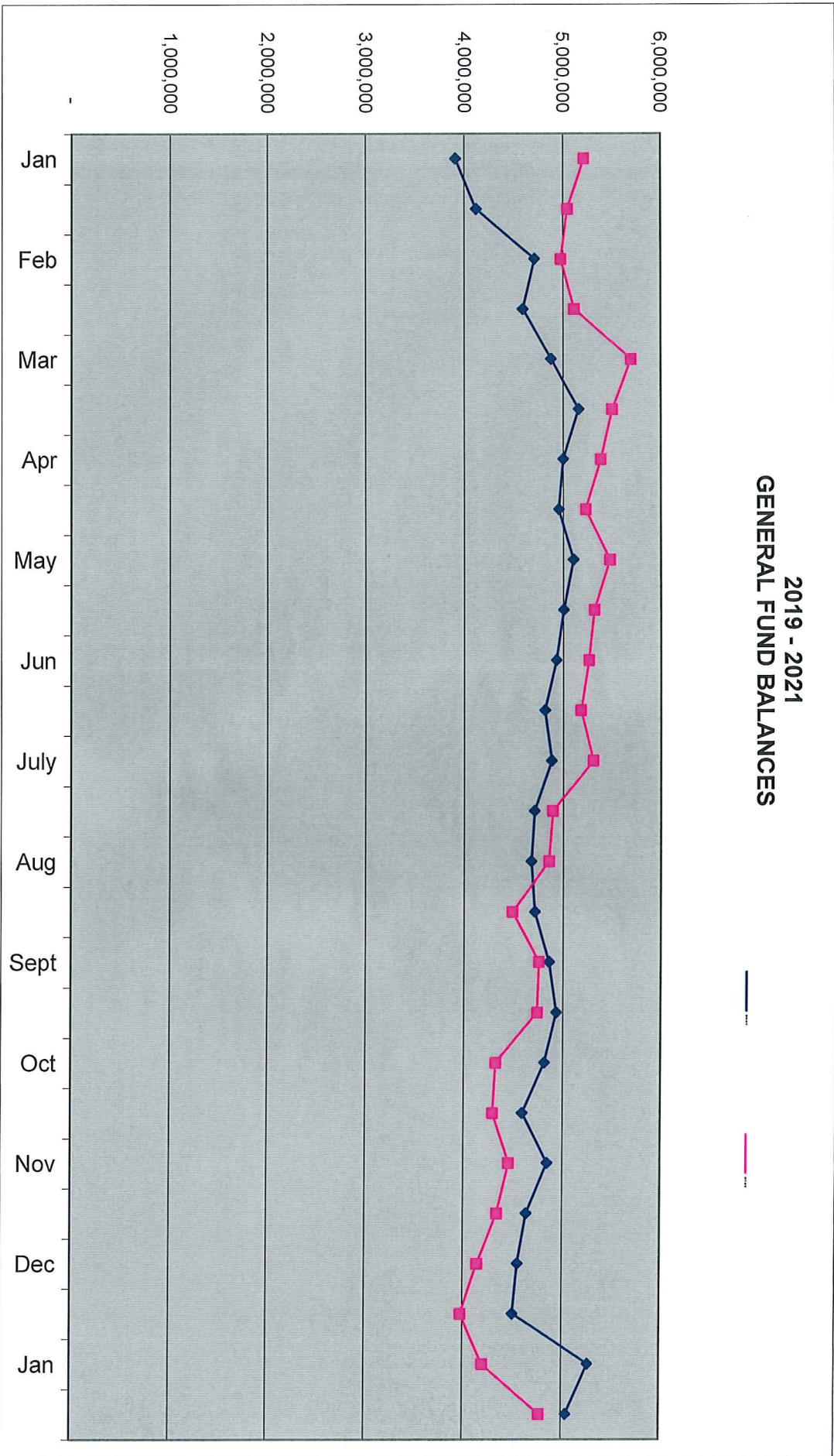
Note: Does not include today's Accounts Payable run

Last board meeting balances

Checking Account	\$	3,672,813.00
Liquid Investment	\$	259,305.00
CD	\$	266,214.00
Total	\$	4,198,332.00

Last year at this time the balance was \$ 5,047,916.00

2019 - 2021 GENERAL FUND BALANCES



**ALLENDALE CHARTER TOWNSHIP
PLANNING COMMISSION MEETING**

January 04, 2021

7:00 p.m.

Via GoToMeeting Software

1. Meeting called to order.

2. Roll Call

Present: Westerling, Adams, Zuniga, Schut, Kelley, Zeinstra, Longcore

Staff Present: Lindsey Mohr, Kevin Yeoman

3. Received for Information: Email from Brian Sikema regarding the Metro Health project
4. Motion by Schut to approve the December 21, 2020 Planning Commission Minutes as presented. Seconded by Westerling. **Approval 7-0.**
5. Motion by Longcore to approve the January 4, 2021 Planning Commission Agenda as presented. Seconded by Zeinstra. **Approval 7-0.**
6. Public comments for *non-public hearing items*:

Chairperson Longcore opened and closed the public comment section for non-public hearing items due to no comments.

7. Public Hearings:

- A. Metro Health – 4830 Becker Drive

Planner Mohr introduced the Metro Health public hearing pursuant to the direction provided by the Planning Commission at the project's December 7, 2020 site plan review, citing that the applicant followed that direction. Ms. Mohr further advised the commissioners discuss two items of concern: 1) the ambiguous information on duration and frequency of the mammogram trailer and 2) compliance of proposed sidewalks.

Following Ms. Mohr's introduction, Steve Witte, representing the developer, reiterated on the project's description before detailing site plan changes and requests for five items of note, which the Planning Commission proceeded to discuss after the public comment section. Additionally, he confirmed for Mr. Longcore the location of the fire hydrant and the approval received from the Fire Department and Township Engineer.

Chairperson Longcore opened the public hearing comment section:

Brian Sikema, the developer, elaborated on the reasoning behind the sidewalk deferment request previously mentioned by Mr. Witte.

Bret Butler, the Metro Health Director of Facilities, explained the intent behind the mammogram trailer: a temporary, mobile fixture designed to flexibly meet demands as part of their mobile diagnostic units. He added that due to the specialized use of the units, the applicant preferred to avoid limiting the particular days the units could be on-site. Additionally, he added on to Mr. Witte's sidewalk connection

concerns by expressing concern for patient privacy, as the applicant was uncomfortable allowing any foot traffic to pass by the front of the building.

Chairperson Longcore closed the public hearing comment section due to no additional comments.

Mr. Longcore directed the commissioner and staff discussion through the items described by Mr. Witte:

1) Bench and bike rack addition

The commissioners discussed how the current proposed location of the bench and bike rack may or may not be appropriate for the use of the site and the spirit of the PUD ordinance. Mr. Schut felt the location was inadequate and expressed uncertainty about the intention behind the placement. Mr. Witte stressed that client privacy was a priority for the applicant; furthermore, he noted that the bench was added to benefit the pedestrian-oriented nature of the PUD.

Mr. Longcore and Mr. Kelley felt the placement fit their expectations, and Mr. Adams and Mr. Witte briefly discussed tying the bench to a bus stop, though this suggestion may be unlikely due to a nearby existing bus shelter. However, Mr. Adams agreed with Mr. Schut that a better location for the bench should exist. Additionally, Mr. Westerling liked the bench being by a light pole, noting that the bench should be well lit.

Though the commissioners initially had a mixed reactions, the Planning Commission agreed that since the bench was added as a PUD item, the proposed bench and bike rack location would suffice as is.

2) Information on mammogram trailer

Mr. Longcore discussed with Mr. Witte the optimal language for the operational duration of the trailer. Mr. Witte and Mr. Butler preferred language that provided the applicant with flexibility for when and how long the trailer occupied the site. Mr. Longcore proposed language that limits the presence of the trailer to two days per week.

The commissioners largely agreed with this proposal, with Mr. Westerling noting that two days was agreeable due to the trailer's important health services. Mr. Schut added that measures should be taken to ensure the trailer does not occupy the space for longer than permitted.

Afterword, Mr. Adams asked if screening could be required should the vehicle need to occupy the site for longer than two days. This question prompted a discussion on a mechanism for the applicant to return and request approval from the Township should the applicant find that the number of days on-site needs to increase or be altered. Ms. Mohr advised the applicant to reach out to the zoning administrator to determine that the change is a major or minor amendment through staff; if the amendment is major, then the applicant would return to the Planning Commission to amend the PUD.

The Planning Commission agreed with this language.

3) Sidewalk along 48th Avenue

In his introduction, Mr. Witte had asked for a deferral of approximately two years to allow Metro Health the opportunity gain a Certificate of Occupancy

while the required sidewalk is under design. This deferral is desired, Mr. Witte explained, because of the significant hurdles involved in installing a sidewalk, which would have to contend with unfavorable natural site features.

Mr. Adams did not see a reason to defer construction of the sidewalk, observing that the area had only one significant contour difference which could be amended by constructing a small retaining wall. In response, Mr. Witte noted that he personally visited the site, sent photos to Mr. Ransford, and determined that the complexity of constructing the sidewalk would require a structural engineer. He added that the applicant wanted to start construction as soon as possible and did not want the sidewalk to hold up occupancy.

At Mr. Longcore's prompting, Mr. Butler provided March 2022 as the applicant's anticipated date of construction completion.

The commissioners began to discuss routes to accommodate the applicant's request, such as a performance bond or letter of credit. Connecting completion of the sidewalk to the Downtown Development Authority (DDA) funding was also discussed, with staff member Kevin Yeoman presenting concerns with the possibility of DDA funding falling through and the completion of the sidewalk remaining uncertain.

Mr. Longcore expressed preference for a performance bond to maintain pressure on all stakeholders regarding the sidewalk. Mr. Yeoman also described the bond as essentially an insurance policy to hold the contractor accountable for satisfactory completion of the sidewalk; should the contractor not complete the required sidewalk installation, the Township can refuse to issue a Final Certificate of Occupancy, and therefore a Temporary Certificate of Occupancy would be issued until the sidewalk installation is complete.

The Planning Commission reached a consensus on the use of a performance bond to give the developer opportunity to begin work on the project before finalizing sidewalk specifications and installation.

4) Sidewalk connection concerns

Mr. Witte, during his earlier introduction, had requested that the Planning Commission not require the sidewalk connection from 48th Avenue to the front of building despite the requirements of the zoning ordinance. This request is because the applicant feels that the sidewalk is an unnecessary expense that will see little use, in addition to natural site difficulties and privacy concerns for patients.

Mr. Zeinstra opined that the sidewalk was not critical given the use of the proposed facility but that constructing the connection is still preferred. Mr. Adams and Mr. Schut expressed shared desire for the connection.

After initial commissioner comments, Mr. Butler stated that most visitors to the facility would arrive by vehicle rather than foot.

This comment prompted discussion among the applicant and commissioners about whether or not foot traffic was an important enough consideration for the site to require the sidewalk. Mr. Longcore observed the proximity of the clinic to student housing, pointing out that students frequently walk and bike and therefore would benefit from the sidewalk connection. Mr. Butler pushed back

by referring to the on-campus Metro Health clinic, suggesting that those students are more likely to visit the on-campus clinic rather than the proposed facility.

Afterwards, Mr. Schut asked to hear the specific language of the applicable ordinance. Ms. Mohr complied: "In the commercial and office zoning district and for such uses in the PUD zoning district, a sidewalk shall be provided from the principle building to the sidewalk within any public right of way abiding the site. Such sidewalk shall be a minimum of eight feet wide in order to serve as a recognizable entrance point to the public. The Planning Commission may allow for modification to this requirement if in the opinion of the commission such sidewalk is impractical due to the type of business, the likelihood of pedestrian use, design of the building, the distance to the entrance of the sidewalk, or practical difficulty due to natural site features."

Then, Mr. Zuniga asked Mr. Witte to describe the parking lot situation to see if it would be possible to subtract spots; Mr. Witte explained that Metro Health construction requires seven spaces per one thousand feet due to previous experiences with under-parking even when meeting the ordinance specifications. Mr. Witte went on to draw attention to the last part of the ordinance, noting how the site's natural impracticalities would apply to this project.

Mr. Schut asked if one of the two entrances can be subtracted, but Mr. Witte explained that Metro Health prefers two entrances to provide visitors with options and for safety reasons to ensure a proper flow of traffic.

Mr. Kelley and Mr. Westerling opined that the current proposed sidewalk connection sufficed as is, while Mr. Adams believed there would be enough foot traffic from the university to justify the requirement.

Mr. Longcore said that they should at least meet the spirit of the ordinance. Mr. Zuniga noted that the Commission has required businesses to install a sidewalk whether it was walkable or not.

Mr. Schut agreed with Mr. Zuniga, stating that the Township wants to ensure visitors are able to walk up to each business. Mr. Witte reiterated the applicant's opposition to a sidewalk cutting through the middle of the site, particularly due to safety and that the ordinance does not specify exactly where the sidewalk must go.

Mr. Adams pointed out that the ordinance does mention following a direct route; additionally, he suggested that the sidewalk connection benefited the proposed land use, particularly if a different use is proposed at a later time..

Mr. Longcore offered the suggestion of creating a sidewalk that mirrors the east and west side of the property, though the applicant continued to disagree with the necessity regardless as Mr. Butler referred to experience with their facilities at more walkable communities still not seeing much foot traffic. Mr. Longcore asked for data to support the statement for the commissioners to consider, but Mr. Butler replied that they do not keep statistical counts and that the information came from staff observations. He went on to state that should visitors begin crossing the facilities' lawn in a way that's creating a hazard, Metro Health would add the sidewalk for the safety of its visitors.

At Mr. Butler's suggestion, Mr. Longcore prompted discussion on the feasibility of deferring the sidewalk connection dependent on need, enforcing it as necessary based on complaints. Ms. Mohr noted that such an option is available, though quantifying complaints may be tricky.

The Planning Commission agreed that such a deferment was satisfactory.

5) Signage details

Mr. Witte described the ideal signage package: four wall signs—one per each four sides of the building—and three freestanding signs, one on Lake Michigan Drive, one at the corner of Becker Drive and 48th Avenue, and the last one at the western drive entrance. He then described how the sign proposals do not meet the ordinance, as 1) the western wall sign would be 240 square feet whereas the ordinance restricts size at 230 square feet and 2) three freestanding signs are proposed despite the ordinance restricting this count to one per lot. To deal with this, the applicant wants to either apply for a PUD amendment from the Planning Commission or acquire a variance—if either are possible.

Mr. Butler added to Mr. Witte's description of the request, explaining that the main purpose of Metro Health signage is not marketing but rather wayfinding. He provided an example of their facility in the City of Wyoming, which needed to expand its signage as visitors still struggled to locate the property.

The commissioners discussed an openness with reviewing the signage and asked further questions on the intent behind the excess signs.

Mr. Schut, though amenable to looking into the ordinance, would rather the applicant apply for a variance to avoid setting a precedent. Furthermore, he pointed out that marketing plays just as much a role in the signs as wayfinding.

Mr. Zuniga agreed with Mr. Schut and remarked that the amount of signage seems to be more a variance issue.

Mr. Longcore joined the two commissioners in agreement. He did not want to open the PUD to allow for such a number of many signs, especially since it may prompt other businesses to make similar requests. He told the applicant that the Planning Commission would need to look at the plans and consider the ordinance before making a determination.

After discussing the applicant's items, Mr. Longcore opened discussion to other comments.

Mr. Schut inquired about building material, confirming with the site's architect in attendance that the glass calculations apply only to the vision glass and not the spandrel glass, which is being treated as a wall. The architect went on to explain that the roof screening is not a composite but rather a standard metal panel to resemble the building. Mr. Schut requested the applicant to define the roof top screening material on the plans.

Motion by Zeinstra to approve the Metro Health site plan with the following conditions:

- Note on site plan that mammogram trailer not to occupy site for more than two days per week; if additional time required, applicant must seek approval from the Township

- Sidewalk along 48th Avenue to be added by request for certification of occupancy; if not installed by such time, Township will issue performance bond
- Sidewalk to east of site will be deferred pending need
- Signage not included in this approval
- Material of rooftop screening to be noted on site plan and reviewed by staff

Seconded by Westerling. **Approval 7-0.**

8. Site Plan Review:

A. Taco Bell – 4989 Lake Michigan Drive – Minor Amendment

Ms. Mohr described the Taco Bell project as a 230-square-foot walk-in freezer addition to the northwest end of the existing building. During the last meeting, the Planning Commission determined that the addition required a minor amendment to the special land use permit. Additionally, the Planning Commission had directed the planners to confer with the zoning administration in case the existing building and site required updating to be in compliance with the zoning ordinance. The Planning Commission also requested additional details regarding the proposed façade of the freezer addition, to ensure it was in compliance with the remainder of the building. It was confirmed by the zoning administration that the site and existing building were in compliance with the zoning ordinance.

Then, Mike Kurskey, representing the applicant, recalled Mr. Ransford's main concern being that the addition's exterior matched the rest of the building. Mr. Kurskey assured the commissioners that the applicant intends to match building colors and materials.

After Mr. Longcore opened commissioner and staff comments, Mr. Zeinstra asked about the location of the condenser. Mr. Kurskey explained that the old freezer equipment will be removed and replaced with new equipment that will match the current units in size.

Mr. Zuniga then queried Ms. Mohr about if it was intentional that a written inspection report from the zoning administrator was not made. Ms. Mohr explained that a report is typically only made if issues are found, then asked if she should request something in writing from PCI, the building code inspections company. Mr. Longcore responded that it would not be necessary, as the meeting's minutes will suffice. He then discussed with Ms. Mohr that, should an issue arise, a written report will be received.

Motion by Schut to approve the Taco Bell walk-in freezer addition as presented. Seconded by Zuniga. **Approval 7-0.**

9. Old Business: None

10. New Business:

A. Annual Work Program – Updated

Ms. Mohr introduced the section by describing minor updates to the language since the last meeting, notably that Section 24.06J for the Maximum Glass Provision was added, and that items 7 and 9 were moved down the list.

The Planning Commission had no further discussion on the project.

Motion by Zeinstra to approve the 2021 Annual Work Program as presented.

Seconded by Westerling. **Approval 7-0.**

11. Public Comments:

Chairperson Longcore opened and closed the public comment section due to no public comments.

12. Township Board Reports:

Trustee Zeinstra reported that the Township Board passed new ordinance for the water and updated construction standards.

13. Commissioner and Staff Comments:

Mr. Yeoman updated the commissioners regarding meeting changes regarding Covid-19 restrictions.

14. Chairperson Longcore adjourned at 9:29 p.m.

Next meeting Monday, January 18, 2021 at 7:00 p.m.

ALARM TYPE	MONTH	MAY	YEAR TO DATE	YEAR TO DATE	CHANGE
	Dec		2020	2019	2020
MEDICAL EMERGENCIES	38		447	430	17
Canceled Enroute	1		38	72	-34
Squad 172 Responses	28		314	350	-36
Asst. Amb.	20		305	351	-46
Lift Assist	2		14	24	-10
VEHICLE ACCIDENTS WITH INJURIES	6		47	46	1
Cancelled Enroute	0		1	2	-1
PROPERTY DAMAGE ACCIDENTS	0		14	11	-3
Canceled Enroute	1		6	4	2
SMOKE/ODOR INVESTIGATION	2		24	21	3
Canceled Enroute	0		1	0	1
MEDICAL ALARM	2		10	4	6
Canceled Enroute	0		0	1	-1
FIRE ALARM	1		63	86	-23
Canceled Enroute	0		19	16	3
SERVICE CALL / LOCK-IN/OUT	2		24	41	-17
MUTUAL AID/AUTOMATIC AID:					
AUTOMATIC AID GIVEN:	3		27	37	-10
MUTUAL AID GIVEN:	0		15	23	-8
AUTOMATIC AID RECEIVED: 12					
MUTUAL AID RECEIVED: 0					
BUILDING FIRES	1		11	10	1
GRASS, BRUSH, WOODS	0		12	4	8
TRASH, REFUSE, DUMPSTER	0		7	4	3
VEHICLE FIRES	0		5	6	-1
CO ALARM	3		10	6	4
GAS LEAK / WIRE DOWN	2		27	45	-18
NO DISPATCH	1		16	22	-6
UNAUTHORIZED BURN	1		26	23	3
TOTALS	86		1169	1289	-120
	<u>Month</u>		<u>2020 to Date</u>	<u>2019 To Date</u>	
Property Loss: (\$)	\$210,523.00		\$998,636.00	\$1,107,792	-\$109,156.00
Property Saved (\$)	\$50,246.00		\$194,954	\$5,944,892	-\$5,749,938.00
Man Hours on Alarms	370		4,624	5,123	-499
Training Man Hours	93.5		1,002.25	1,600	-598
Fire School / PPS / Meeting / EQ Checks / Fire Prev / Other	155.5		1,923.00	2,111.00	-188
Burning Permits Issued	47		170	172	-2
Grand Valley Alarms	3		47	110	-63
Off-Campus Student Housing	10		110	122	-12
Stonebridge Senior Housing	2		42	68	-26
Green Acres	8		36	42	-6

AFD - Training and Activities

Report Filters

Activity/Training Start Date Time: is between '12/1/2020' and '12/31/2020'

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
Activity/Training Event Type: Activity				
12/10/2020 06:00:00	12/10/2020 18:00:00	Thursday	PART PAID SHIFT	1
12/11/2020 06:00:00	12/11/2020 18:00:00	Friday	PART PAID SHIFT	1
12/12/2020 08:30:00	12/12/2020 11:30:00	Saturday	EQUIPMENT CHECKS #1	7
12/18/2020 08:30:00	12/18/2020 10:30:00	Friday	PART PAID SHIFT	1
12/18/2020 18:00:00	12/18/2020 20:30:00	Friday	EQUIPMENT CHECKS #2	6
12/21/2020 13:30:00	12/21/2020 15:30:00	Monday	PART PAID SHIFT	1
12/15/2020 19:00:00	12/15/2020 20:00:00	Tuesday	COVID MEETING	33
12/21/2020 18:30:00	12/21/2020 20:30:00	Monday	SERGEANT INTERVIEWS	7
12/22/2020 08:00:00	12/22/2020 10:00:00	Tuesday	PART PAID SHIFT	1
12/26/2020 08:00:00	12/26/2020 10:30:00	Saturday	EQUIPMENT CHECKS #3	5
12/29/2020 13:00:00	12/29/2020 18:00:00	Tuesday	PART PAID SHIFT	1
12/31/2020 06:00:00	12/31/2020 18:00:00	Thursday	PART PAID SHIFT	1
12/01/2020 08:41:35	12/31/2020 08:41:54	Tuesday	EMS COORDINATOR	1
12/01/2020 08:43:43	12/31/2020 08:43:49	Tuesday	EMS REPORT AUDIT	1
12/01/2020 08:45:34	12/31/2020 08:45:40	Tuesday	FIRE PREVENTION SPECIALIST	1
12/01/2020 08:51:42	12/31/2020 08:51:46	Tuesday	OFFICER PAY LT.	5
12/01/2020 08:53:54	12/31/2020 08:53:59	Tuesday	SERGEANT PAY	6
12/01/2020 08:57:47	12/31/2020 08:57:52	Tuesday	OFFICER PAY D.C.	1
12/05/2020 08:00:00	12/05/2020 11:00:00	Saturday	EQUIPMENT CHECKS #5	6
Activity/Training Event Type: Training				
12/07/2020 18:45:00	12/07/2020 21:25:00	Monday	RESCUE TASK FORCE - OPERATIONS AND TERMANOLOGY	34

NFIRS Run Data Report - Day of Week

Basic Shift Or Platoon (FD1.30)	Number of Runs
Day of Week: 01 - Sunday	
A - Shift 6P SUN / 6A FRI	1
C - Shift 6P FRI / 6P SUN	13
	Total: 14
Day of Week: 02 - Monday	
A - Shift 6P SUN / 6A FRI	2
B - Shift 6A MON / 6P FRI	10
	Total: 12
Day of Week: 03 - Tuesday	
A - Shift 6P SUN / 6A FRI	4
B - Shift 6A MON / 6P FRI	6
	Total: 10
Day of Week: 04 - Wednesday	
	1
A - Shift 6P SUN / 6A FRI	3
B - Shift 6A MON / 6P FRI	13
	Total: 17
Day of Week: 05 - Thursday	
A - Shift 6P SUN / 6A FRI	3
B - Shift 6A MON / 6P FRI	13
	Total: 16
Day of Week: 06 - Friday	
A - Shift 6P SUN / 6A FRI	4
B - Shift 6A MON / 6P FRI	3
C - Shift 6P FRI / 6P SUN	3
	Total: 10
Day of Week: 07 - Saturday	
C - Shift 6P FRI / 6P SUN	7
	Total: 7
	Total: 86

Alarm Analysis by District - Average Response Time AFD

CAD Basic Incident Number	Basic Shift Or Platoon (FD1.30)	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Average Dispatch To Arrival	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
	C - Shift 6P FRI / 6P SUN	Sunday		0.00	0
20-0001084	B - Shift 6A MON / 6P FRI	Wednesday	160	377.00	6
20-0001085	B - Shift 6A MON / 6P FRI	Wednesday	190	125.00	2
20-0001086	B - Shift 6A MON / 6P FRI	Wednesday	120	176.00	3
20-0001087	B - Shift 6A MON / 6P FRI	Thursday	120	403.00	7
20-0001088	B - Shift 6A MON / 6P FRI	Thursday	140	391.00	7
20-0001089	A - Shift 6P SUN / 6A FRI	Thursday	160	603.00	10
20-0001090	A - Shift 6P SUN / 6A FRI	Friday	120	426.00	7
20-0001091	A - Shift 6P SUN / 6A FRI	Friday	140	572.00	10
20-0001092	B - Shift 6A MON / 6P FRI	Friday	140	357.00	6
20-0001093	C - Shift 6P FRI / 6P SUN	Friday	120	490.00	8
20-0001094	C - Shift 6P FRI / 6P SUN	Friday	120	277.00	5
20-0001095	C - Shift 6P FRI / 6P SUN	Friday	194	260.00	4
20-0001096	C - Shift 6P FRI / 6P SUN	Saturday	140	627.00	10
20-0001097	C - Shift 6P FRI / 6P SUN	Sunday	120	902.00	15
20-0001098	B - Shift 6A MON / 6P FRI	Monday	120	323.00	5
20-0001099	B - Shift 6A MON / 6P FRI	Monday	120	294.00	5
20-0001100	B - Shift 6A MON / 6P FRI	Monday	OUT	7.00	0
20-0001101	B - Shift 6A MON / 6P FRI	Monday	110	551.00	9
20-0001102	B - Shift 6A MON / 6P FRI	Monday	140	308.00	5
20-0001103	B - Shift 6A MON / 6P FRI	Tuesday	190	493.00	8
20-0001104	B - Shift 6A MON / 6P FRI	Wednesday	120		
20-0001105	B - Shift 6A MON / 6P FRI	Wednesday	190	384.00	6
20-0001106	B - Shift 6A MON / 6P FRI	Wednesday	190	70.00	1
20-0001107	B - Shift 6A MON / 6P FRI	Wednesday	190	213.00	4
20-0001108	B - Shift 6A MON / 6P FRI	Wednesday	190	352.00	6
20-0001109	A - Shift 6P SUN / 6A FRI	Wednesday	190	540.00	9
20-0001110		Wednesday	190	225.00	4
20-0001111	B - Shift 6A MON / 6P FRI	Thursday	140	367.00	6
20-0001112	B - Shift 6A MON / 6P FRI	Thursday	120	311.00	5
20-0001113	A - Shift 6P SUN / 6A FRI	Thursday	180	759.00	13

CAD Basic Incident Number	Basic Shift Or Platoon (FD1.30)	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Average Dispatch To Arrival	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
20-0001114	A - Shift 6P SUN / 6A FRI	Friday	100	753.00	13
20-0001115	C - Shift 6P FRI / 6P SUN	Saturday	140	614.00	10
20-0001116	C - Shift 6P FRI / 6P SUN	Saturday	120	178.00	3
20-0001117	C - Shift 6P FRI / 6P SUN	Saturday	120	217.00	4
20-0001118	C - Shift 6P FRI / 6P SUN	Saturday	190	477.00	8
20-0001119	C - Shift 6P FRI / 6P SUN	Sunday	120	273.00	5
20-0001120	C - Shift 6P FRI / 6P SUN	Sunday	OUT	544.00	9
20-0001121	C - Shift 6P FRI / 6P SUN	Sunday	190	337.00	6
20-0001122	C - Shift 6P FRI / 6P SUN	Sunday	190		
20-0001123	C - Shift 6P FRI / 6P SUN	Sunday	140	609.00	10
20-0001124	C - Shift 6P FRI / 6P SUN	Sunday	140	682.00	11
20-0001125	C - Shift 6P FRI / 6P SUN	Sunday	160	745.00	12
20-0001126	C - Shift 6P FRI / 6P SUN	Sunday	140	569.00	9
20-0001127	A - Shift 6P SUN / 6A FRI	Monday	120	616.00	10
20-0001128	B - Shift 6A MON / 6P FRI	Tuesday	120	459.00	8
20-0001130	B - Shift 6A MON / 6P FRI	Tuesday	120	322.00	5
20-0001131	A - Shift 6P SUN / 6A FRI	Tuesday	120	633.00	11
20-0001132	A - Shift 6P SUN / 6A FRI	Wednesday	190	667.00	14
20-0001133	B - Shift 6A MON / 6P FRI	Wednesday	110	476.00	8
20-0001134	B - Shift 6A MON / 6P FRI	Thursday	OUT	386.00	6
20-0001135	B - Shift 6A MON / 6P FRI	Thursday	190	247.00	4
20-0001136	B - Shift 6A MON / 6P FRI	Thursday	190	531.00	9
20-0001137	B - Shift 6A MON / 6P FRI	Thursday	120	118.00	2
20-0001138	A - Shift 6P SUN / 6A FRI	Friday	140	604.00	10
20-0001139	B - Shift 6A MON / 6P FRI	Friday	140	377.00	6
20-0001140	B - Shift 6A MON / 6P FRI	Friday	190	366.00	6
20-0001141	C - Shift 6P FRI / 6P SUN	Saturday	120	575.00	10
20-0001142	C - Shift 6P FRI / 6P SUN	Sunday	120	448.00	7
20-0001143	A - Shift 6P SUN / 6A FRI	Monday	120	779.00	13
20-0001144	B - Shift 6A MON / 6P FRI	Monday	OUT	311.00	5
20-0001145	B - Shift 6A MON / 6P FRI	Monday	140	408.00	30
20-0001146	A - Shift 6P SUN /	Tuesday	100	552.00	9

CAD Basic Incident Number	Basic Shift Or Platoon (FD1.30)	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Average Dispatch To Arrival	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
	6A FRI				
20-0001147	B - Shift 6A MON / 6P FRI	Tuesday	190		
20-0001148	A - Shift 6P SUN / 6A FRI	Tuesday	140	693.00	12
20-0001149	B - Shift 6A MON / 6P FRI	Wednesday	190	434.00	7
20-0001150	B - Shift 6A MON / 6P FRI	Thursday	140	568.00	9
20-0001151	B - Shift 6A MON / 6P FRI	Thursday	120	406.00	7
20-0001152	B - Shift 6A MON / 6P FRI	Thursday	160	722.00	12
20-0001153	B - Shift 6A MON / 6P FRI	Thursday	190	446.00	7
20-0001154	C - Shift 6P FRI / 6P SUN	Saturday	190	490.00	8
20-0001155	C - Shift 6P FRI / 6P SUN	Sunday	122	506.00	8
20-0001156	C - Shift 6P FRI / 6P SUN	Sunday	190	242.00	4
20-0001157	A - Shift 6P SUN / 6A FRI	Sunday	120	434.00	7
20-0001158	B - Shift 6A MON / 6P FRI	Monday	120	338.00	6
20-0001159	B - Shift 6A MON / 6P FRI	Monday	170	333.00	6
20-0001160	B - Shift 6A MON / 6P FRI	Monday	140	459.00	8
20-0001161	A - Shift 6P SUN / 6A FRI	Tuesday	180	961.00	16
20-0001162	B - Shift 6A MON / 6P FRI	Tuesday	120	1128.00	19
20-0001163	B - Shift 6A MON / 6P FRI	Tuesday	120	407.00	7
20-0001164	B - Shift 6A MON / 6P FRI	Wednesday	120	487.00	8
20-0001165	B - Shift 6A MON / 6P FRI	Wednesday	160	666.00	11
20-0001166	B - Shift 6A MON / 6P FRI	Wednesday	140	235.00	4
20-0001167	A - Shift 6P SUN / 6A FRI	Wednesday	170	576.00	10
20-0001168	A - Shift 6P SUN / 6A FRI	Thursday	190	365.00	6
20-0001169	B - Shift 6A MON / 6P FRI	Thursday	120	220.00	4
				Avg: 447.86	Avg: 7.77

Report Filters

Basic Incident Date - Derived (Fd1.3): is between '12/1/2020' and '12/31/2020'

AFD Incident Type Report (Summary)

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
Incident Type Category (FD1.21): 1 - Fire						
20-0001120	07:07:31	C - Shift 6P FRI / 6P SUN	111 - Building fire	Mutual aid given	Blendon Township Fire Dept	
20-0001133	14:29:13	B - Shift 6A MON / 6P FRI	111 - Building fire	Automatic aid received	Olive Township Fire Dept	
20-0001149	14:46:06	B - Shift 6A MON / 6P FRI	113 - Cooking fire, confined to container	None		
20-0001157	21:39:28	A - Shift 6P SUN / 6A FRI	113 - Cooking fire, confined to container	None		
						Total: 0.00%
Count: 4						
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
20-0001141	10:00:00	C - Shift 6P FRI / 6P SUN	311 - Medical assist, assist EMS crew	None		
20-0001142	12:21:28	C - Shift 6P FRI / 6P SUN	311 - Medical assist, assist EMS crew	None		
20-0001084	11:11:45	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001085	11:33:40	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001087	07:13:41	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001088	14:01:03	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001089	18:28:00	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001090	00:23:34	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001091	05:31:56	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001092	11:32:45	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001095	20:10:43	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001099	13:25:43	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001101	15:59:51	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001102	17:00:52	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001103	09:05:07	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001105	10:38:50	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001106	11:40:30	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001107	12:33:15	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001109	23:16:34	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001110	22:48:02		321 - EMS call, excluding vehicle accident with injury	None		
20-0001111	16:15:27	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001112	16:47:25	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001114	01:51:19	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001115	02:59:20	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001116	10:32:23	C - Shift 6P FRI /	321 - EMS call, excluding	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
		6P SUN	vehicle accident with injury			
20-0001117	17:02:16	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001118	23:37:01	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001119	04:12:27	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001121	07:22:58	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001123	11:02:24	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001124	11:17:55	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001125	14:18:07	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001126	17:06:23	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001128	05:52:32	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001129	03:51:57	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001130	08:47:19	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001131	21:46:35	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001132	02:44:31	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001135	12:12:09	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001136	16:05:13	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001137	17:42:30	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001138	04:36:43	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001139	10:31:30	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001143	00:00:21	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001148	18:14:02	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001152	11:02:52	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001155	08:02:11	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001156	15:43:47	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
20-0001158	09:58:06	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001159	11:14:45	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001160	15:30:06	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001161	00:14:45	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001162	12:58:42	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001165	13:52:10	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001166	15:48:19	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001167	18:26:48	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
20-0001168	01:10:48	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
20-0001086	13:24:14	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
20-0001093	19:14:10	C - Shift 6P FRI / 6P SUN	322 - Motor vehicle accident with injuries	None		
20-0001094	19:44:13	C - Shift 6P FRI / 6P SUN	322 - Motor vehicle accident with injuries	Mutual aid received		
20-0001108	15:01:49	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
20-0001140	12:20:44	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
20-0001150	08:37:22	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
						Total: 0.00%
Count: 63						
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
20-0001113	20:32:08	A - Shift 6P SUN / 6A FRI	412 - Gas leak (natural gas or LPG)	None		
20-0001153	17:04:40	B - Shift 6A MON / 6P FRI	412 - Gas leak (natural gas or LPG)	None		
20-0001145	11:16:54	B - Shift 6A MON / 6P FRI	424 - Carbon monoxide incident	None		
20-0001151	10:41:59	B - Shift 6A MON / 6P FRI	424 - Carbon monoxide incident	None		
						Total: 0.00%
Count: 4						
Incident Type Category (FD1.21): 5 - Service Call						
20-0001097	17:41:34	C - Shift 6P FRI / 6P SUN	542 - Animal rescue	None		
20-0001163	13:42:13	B - Shift 6A MON / 6P FRI	551 - Assist police or other governmental agency	None		
20-0001127	22:50:48	A - Shift 6P SUN / 6A FRI	554 - Assist invalid	None		
20-0001096	14:40:02	C - Shift 6P FRI / 6P SUN	561 - Unauthorized burning	None		
						Total: 0.00%
Count: 4						
Incident Type Category (FD1.21): 6 - Good Intent Call						
20-0001104	04:59:30	B - Shift 6A MON / 6P FRI	611 - Dispatched and cancelled en route	None		
20-0001144	07:21:03	B - Shift 6A MON / 6P FRI	611 - Dispatched and cancelled en route	Automatic aid given	Coopersville/Polkton Fire Dept.	
20-0001147	17:15:34	B - Shift 6A MON / 6P FRI	611 - Dispatched and cancelled en route	None		
20-0001122	10:34:58	C - Shift 6P FRI / 6P SUN	6110 - Dispatched and cancelled en route (Medical)	None		
20-0001134	09:59:35	B - Shift 6A MON / 6P FRI	651 - Smoke scare, odor of smoke	Automatic aid given	Robinson Township Fire Dept	
						Total: 0.00%
Count: 5						
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
20-0001098	10:51:16	B - Shift 6A MON / 6P FRI	700 - False alarm or false call, other	None		
20-0001146	05:48:35	A - Shift 6P SUN / 6A FRI	700 - False alarm or false call, other	None		
20-0001169	14:45:50	B - Shift 6A MON / 6P FRI	700 - False alarm or false call, other	None		
20-0001100	11:43:48	B - Shift 6A MON / 6P FRI	7001 - Dispatch Error (Never Dispatched)	None		
20-0001154	21:23:46	C - Shift 6P FRI / 6P SUN	735 - Alarm system sounded due to malfunction	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
20-0001164	13:33:13	B - Shift 6A MON / 6P FRI	746 - Carbon monoxide detector activation, no CO	None		
Count: 6						Total: 0.00%
Count: 86						Total: 0.00%

AFD Incident Type Report "Percent"

Report Filters

Basic Incident Date Time: is between '12/1/2020' and '12/31/2020'

Report Criteria

Incident Type (Fd1.21): Is Not Blank

Basic Incident Type Code And Description (FD1.21)	Total Incidents Percent of Incidents
Incident Type Category (FD1.21): 1 - Fire	
111 - Building fire	2.33%
113 - Cooking fire, confined to container	2.33%
Total: 4.65%	
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident	
311 - Medical assist, assist EMS crew	2.33%
321 - EMS call, excluding vehicle accident with injury	63.95%
322 - Motor vehicle accident with injuries	6.98%
Total: 73.26%	
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)	
412 - Gas leak (natural gas or LPG)	2.33%
424 - Carbon monoxide incident	2.33%
Total: 4.65%	
Incident Type Category (FD1.21): 5 - Service Call	
542 - Animal rescue	1.16%
551 - Assist police or other governmental agency	1.16%
554 - Assist invalid	1.16%
561 - Unauthorized burning	1.16%
Total: 4.65%	
Incident Type Category (FD1.21): 6 - Good Intent Call	
611 - Dispatched and cancelled en route	3.49%
6110 - Dispatched and cancelled en route (Medical)	1.16%
651 - Smoke scare, odor of smoke	1.16%
Total: 5.81%	
Incident Type Category (FD1.21): 7 - False Alarm & False Call	
700 - False alarm or false call, other	3.49%
7001 - Dispatch Error (Never Dispatched)	1.16%
735 - Alarm system sounded due to malfunction	1.16%
746 - Carbon monoxide detector activation, no CO	1.16%
Total: 6.98%	
Total: 100.00%	

AFD NFIRS Run Data Report - Hour of Day

Hour of Day	Number of Runs
00:00:00 - 00:59:59	3
01:00:00 - 01:59:59	2
02:00:00 - 02:59:59	2
03:00:00 - 03:59:59	1
04:00:00 - 04:59:59	3
05:00:00 - 05:59:59	3
07:00:00 - 07:59:59	4
08:00:00 - 08:59:59	3
09:00:00 - 09:59:59	3
10:00:00 - 10:59:59	7
11:00:00 - 11:59:59	10
12:00:00 - 12:59:59	5
13:00:00 - 13:59:59	5
14:00:00 - 14:59:59	6
15:00:00 - 15:59:59	5
16:00:00 - 16:59:59	3
17:00:00 - 17:59:59	7
18:00:00 - 18:59:59	3
19:00:00 - 19:59:59	2
20:00:00 - 20:59:59	2
21:00:00 - 21:59:59	3
22:00:00 - 22:59:59	2
23:00:00 - 23:59:59	2
Total: 86	



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: 01-12-2021

To: Allendale Township Supervisor Adam Elenbaas

From: Sgt. Cal Keuning

RE: Monthly Report (December 2020)

The Sheriff's Office during the month of December responded to 374 calls for service. Looking back at December 2019, the Sheriff's Office responded to 376 calls for service.

Basic EMT and MFR units with assistance of general road patrol responded to 42 medicals and 5 personal injury accidents in Allendale Township. Looking back at December 2019, the Sheriff's Office responded to 61 medicals.

Deputies made a total of 124 traffic contacts and 72 total violations.

An Ottawa County Sheriff's Office Allendale Township policing unit helped with the stuff a firetruck drive. We teamed up with Engine House No.5 Museum and assisted them as they went around Allendale Township collecting food and essentials for St. Luke's Food Pantry. Not only was the firetruck packed with food and essentials, 3 additional vehicles and the police car had food and essentials loaded into them.



One of the trees decorated this year behind Life Stream Church had a sheriff theme. Red, white, and blue lights with sheriff badges were all over the tree. Thank you for the support Allendale Township shows to the Ottawa County Sheriff's Office.



Thank you

Sgt. Cal Keuning



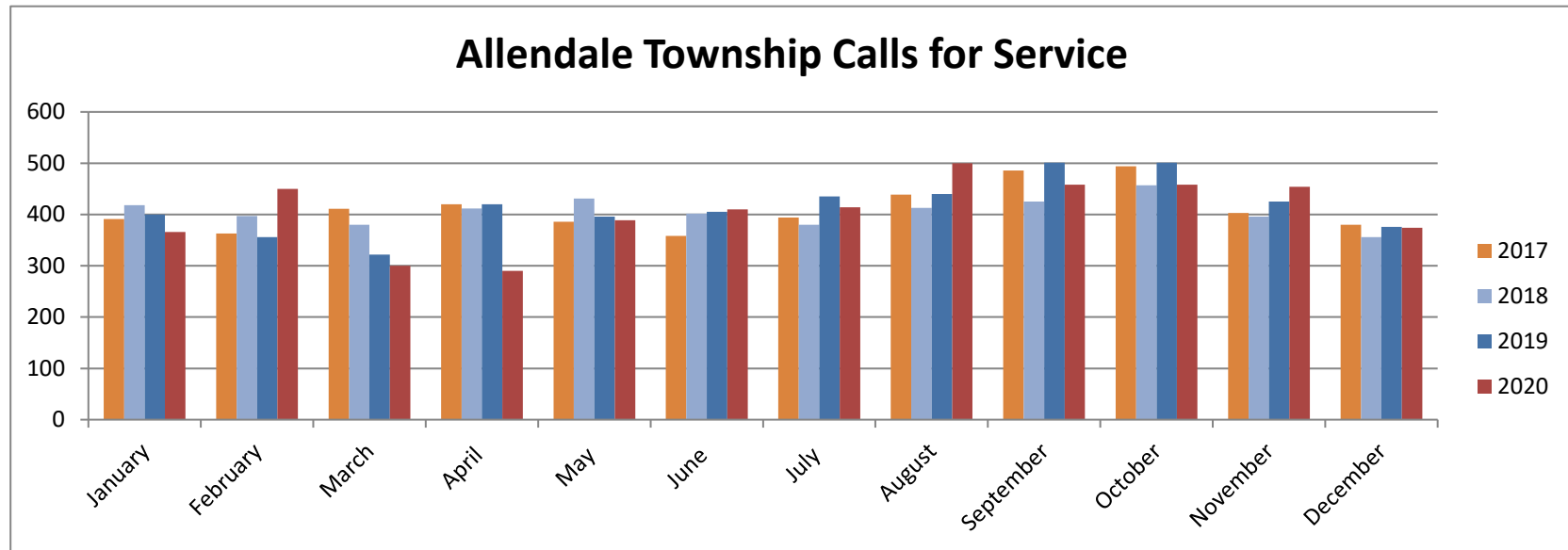
Allendale Township Community Policing

Sergeant Cal Keuning ckeuning@miOttawa.org	Deputy John Ortman jortman@miOttawa.org	Deputy Cameron Malkewitz cmalkewitz@miOttawa.org	Deputy Jon Smoes jsmoes@miOttawa.org
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For emergencies, dial 911. For non-emergencies, dial 1-800-249-0911.

Total Number of Calls

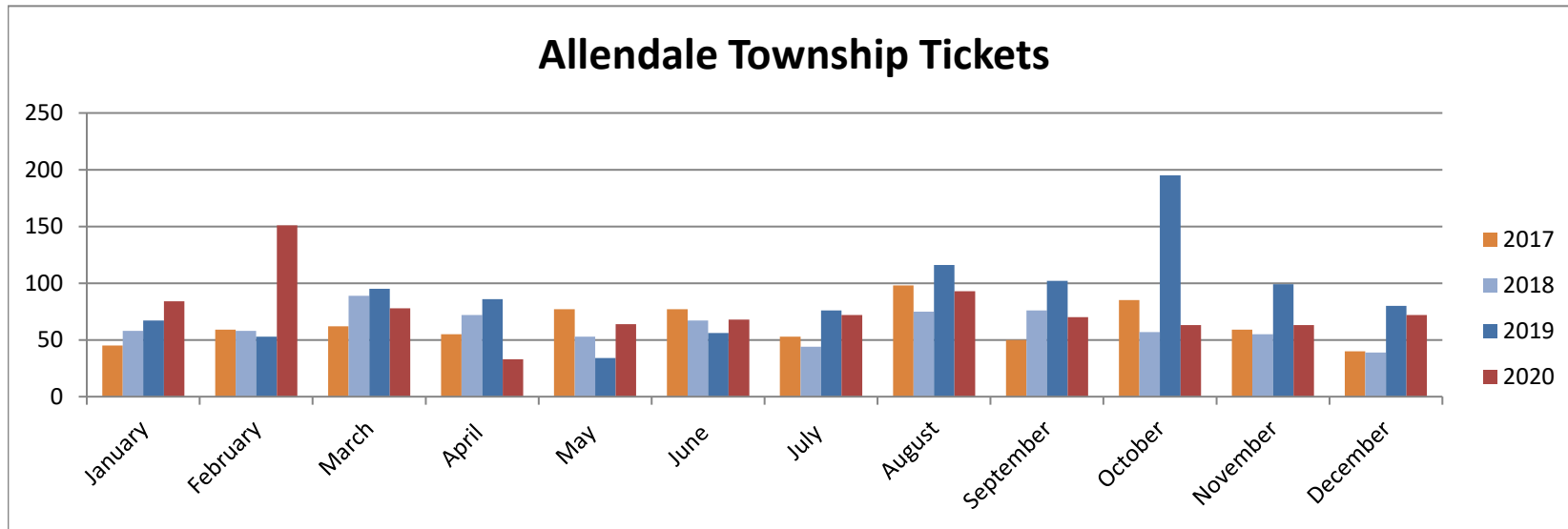
	January	February	March	April	May	June	July	August	September	October	November	December
2017	391	363	411	420	386	358	394	439	486	494	403	380
2018	418	397	380	412	431	402	380	413	425	457	396	356
2019	400	356	322	420	396	405	435	440	501	501	425	376
2020	366	450	300	290	389	410	414	500	458	458	454	374



Total Tickets by Month

	January	February	March	April	May	June	July	August	September	October	November	December
2017	45	59	62	55	77	77	53	98	50	85	59	40

2018	58	58	89	72	53	67	44	75	76	57	55	39
2019	67	53	95	86	34	56	76	116	102	195	99	80
2020	84	151	78	33	64	68	72	93	70	63	63	72

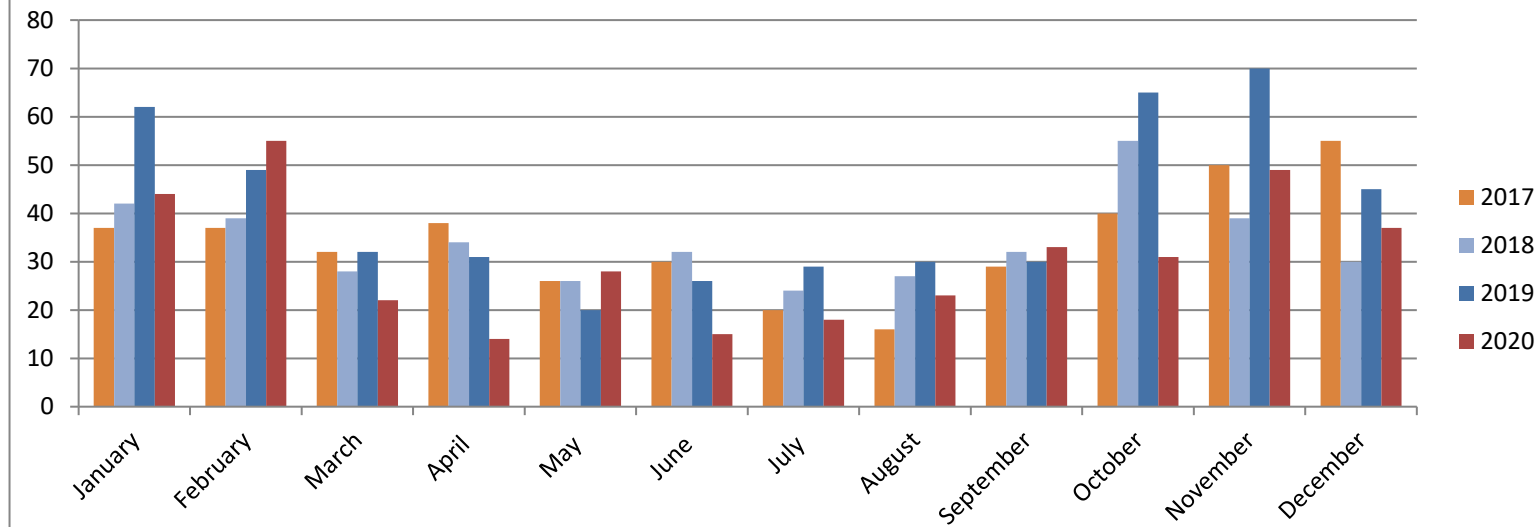


Traffic Crashes

	January	February	March	April	May	June	July	August	September	October	November	December
2017	37	37	32	38	26	30	20	16	29	40	50	55
2018	42	39	28	34	26	32	24	27	32	55	39	30
2019	62	49	32	31	20	26	29	30	30	65	70	45
2020	44	55	22	14	28	15	18	23	33	31	49	37

Allendale Township Traffic Crashes

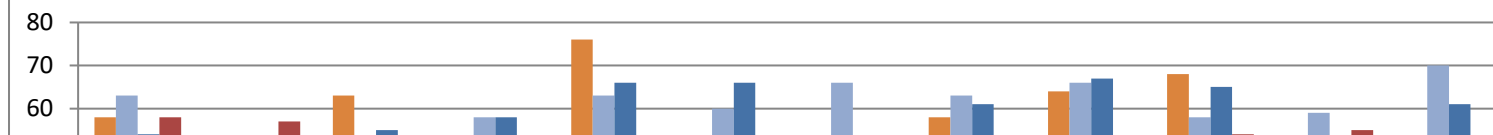
Allendale Township Traffic Crashes

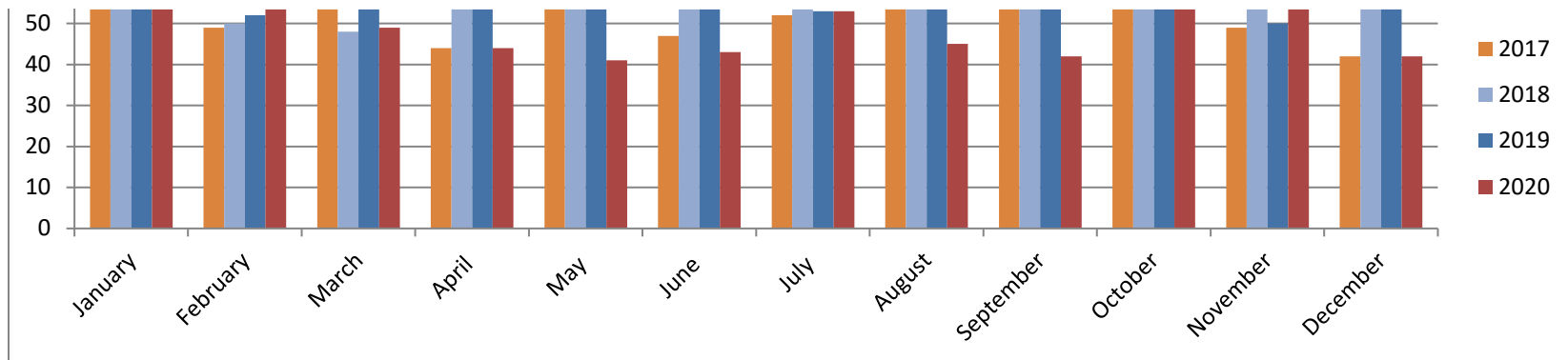


Medical Calls

	January	February	March	April	May	June	July	August	September	October	November	December
2017	58	49	63	44	76	47	52	58	64	68	49	42
2018	63	50	48	58	63	60	66	63	66	58	59	70
2019	54	52	55	58	66	66	53	61	67	65	50	61
2020	58	57	49	44	41	43	53	45	42	54	55	42

Allendale Township Medical Calls





Calls of Interest 2020

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	2	1	2	1	5	3	2	10	3	3	2	6
Larcenies	6	6	2	7	9	8	12	14	18	19	15	8
Shoplifting	1	0	1	0	1	1	0	0	1	1	0	0
Mental	8	10	7	8	2	5	6	10	5	7	10	7
Civil	9	8	9	7	12	12	6	12	12	6	6	6
Assaults	4	3	2	4	2	4	4	3	1	7	0	0
Domestic	15	14	11	9	19	24	30	20	24	19	23	17
Animal	10	18	8	8	20	11	22	15	15	10	1	12
Alarms	6	8	7	12	6	7	8	6	6	14	8	6
Traffic	40	35	30	23	30	39	38	34	35	30	43	22
Narcotics	2	4	4	2	2	0	0	6	2	5	4	2

Calls of Interest 2019

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	7	2	0	1	1	10	1	5	3	6	4	4
Larcenies	2	5	9	8	7	11	9	14	19	19	5	5
Shoplifting	0	1	1	3	1	1	1	5	5	1	1	3
Mental	13	4	9	7	6	9	9	7	6	12	10	6
Civil	9	9	2	19	13	17	11	5	8	15	4	7
Assaults	11	9	10	8	9	7	13	14	9	9	5	4
Domestic	20	17	17	16	16	14	15	20	18	13	18	15
Animal	12	9	12	16	17	10	15	16	23	10	22	8
Alarms	9	20	7	11	14	10	21	16	7	8	10	12
Traffic	77	63	48	49	50	45	60	48	47	50	40	28
Narcotics	1	1	1	2	2	2	3	6	3	0	3	1

ALLENDALE CHARTER TOWNSHIP PLANNING COMMISSION

2021 Work Program

Adopted: January 4, 2021

1. Review Section 24.06J maximum glass provisions
2. Draft language requiring major development to be located within the township sanitary sewer district boundary
3. Reexamine Zoning Ordinance provisions for Waste Disposal Facilities (dumpster) and determine whether revisions are appropriate
4. Tree Preservation language
5. Allow zero yard setbacks within industrial (and commercial) projects when a shared design is proposed
6. Revise and clarify the requirements which trigger site plan review and major and minor amendments to an approved site plan
7. Regulations for development in the 100-year flood plain are needed
8. Examine means to improve ground water quality
9. Allow General Commercial uses within the Industrial District
10. Non-Motorized Pathway 2015 amendment to Section 24.06C1
11. Review the Zoning Ordinance to revise those sections in the Ordinance that allow certain discretionary decisions by the Zoning Administrator
12. Consider rezoning the Industrial zoned lands in Section 36 to the Agricultural zoning district
13. Consider amendments to regulate outdoor furnaces

2021 Allendale Charter Township Road Report
Prepared by Kevin Yeomans
1/7/2021

To steal from a quote in the Ottawa County Road Commission's 2021-2025 Strategic Improvement Plan, roads are conduits for commerce and connections to vital services. We're proud to partner with the Ottawa County Road Commission (OCRC) and Allendale Downtown Development Authority (DDA) to protect and maintain these vital assets. Using the OCRC's Strategic Improvement Plan we can gain a little more information.

"Paved roads are rated using the Pavement Surface Evaluation and Rating System (PASER). The roads are rated on a 1 to 10 scale,... This helps the organization to schedule appropriate road improvements, which generally fall within one of three categories:

Routine Maintenance, roads with PASER rating of **8-10**, involves day-to-day protective activities that are regularly scheduled, such as street-sweeping, drainage clearing, shoulder gravel grading, and sealing cracks to prevent standing water and water penetration.

Preventative Maintenance, roads with PASER rating of **4-7**, are planned cost-effective treatments to an existing roadway system that preserves, delays future deterioration, and maintains or improves the functional condition of the system without significantly increasing its structural capacity. Treatments include; seal coat surfacing (chip seal), cape seal surfacing, & resurfacing.

Structural Improvements, roads with PASER rating of **1-3**, include work identified as resurfacing, rehabilitation, and reconstruction, all of which address the structural integrity of a road. (p. 11)

In 2020, I was able to carry on the work of my predecessor and work with OCRC to fund subdivision resurfacing projects in Allendale totaling repairs on approximately 1.5 miles of road for a total cost of \$369,472.13. Reducing the number of roads that held a 1-3 rating.

For 2021, the previous investments by the Township, DDA, and OCRC reduced the number of roads with a 1-3 rating. This leaves us in a place that we can eliminate (at least temporarily) subdivision roads that are in need of structural improvements. Additionally, because of the previous investments we are able to do so while also spending less than in previous years. The plan is to repair approximately 1.3 miles of road for a total cost of \$298,035.11.

The attached map shows some of the work we have been able to accomplish over the last three years.

Thank you,
Kevin Yeomans
Allendale Charter Township Project Coordinator

5 views

 Add layer Share Preview

 Add layer
 Share
 Preview

☒ Allendale Border

 Individual styles

Allendale Border

☒ DDA Border

Individual styles

 DDA Border☒ 2019 Resurfaced Roads

Uniform style

 All items (12)

☒ 2020 Resurfaced Roads

Uniform style

 All items (14)

☒ 2020 County Funded Projects

Uniform style

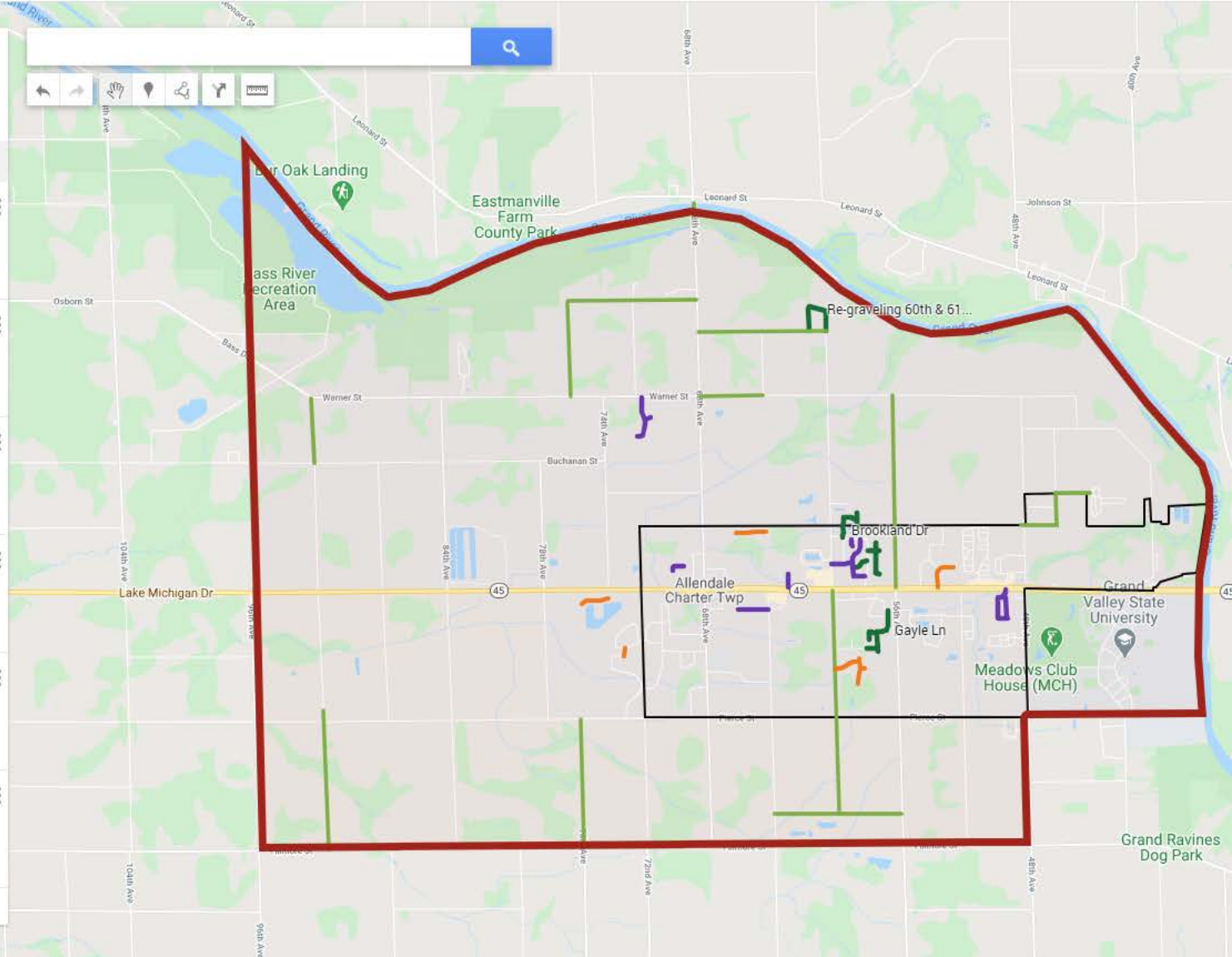
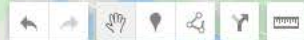
 All items (14)

☒ 2021 Roads being Resurfaced

Uniform style

 All items (7)

Base map



Allendale Charter Township
Business Registration Overview
Prepared for Presentation to Board of Trustees
1/25/2020

By Tony Dolce, Chad Doornbos, Connor Galligan, Tim VanBennekom, Tyler Wolfe &, Kevin Yeomans

Why created?

Current State: Fire (Rental & Commercial), Public Utilities, Assessing, & Finance departments all have information they need from business owners. Often these conversations are happening separately with some sharing between departments in an impromptu manner.

Future State: One Business registration that gets all the departments the info they need. Reducing time and effort for township and businesses. Also reducing redundancy for Township record keeping purposes and increasing organized communication between departments.

What has happened?

Internal Conversations: Fire (Rental & Commercial), Public Utilities, Assessing, Finance, & Projects Coordinator met to discuss needs and end goals. Co-crafted an initial business registration form and record keeping process.

External Conversation: The Township project coordinator spoke with the Chamber of Commerce director. Talked through how to make this a win-win and how to use the business registration form to reduce request for information from the Township.

How it will happen?

If the Board approves, Tony Dolce will be the Business Registration Coordinator. Responsible for the maintenance of records and coordinating the program. All involved departments will be able to collect the information for the form and responsible for updating Tony and the Business Registration database. Starting out this database will be a physical database with the intent to move the database to an electronic format as we work through executing this new program internally, with the Chamber of Commerce and business owners throughout the Township.

We recognize that in the first year we will need to be flexible as we work with business owners and discover new information. For business already in Allendale we will not charge a fee for registration.

Allendale Charter Township
Business Registration Overview
Prepared for Presentation to Board of Trustees
1/25/2020

By Tony Dolce, Chad Doornbos, Connor Galligan, Tim VanBennekum, Tyler Wolfe &, Kevin Yeomans

Direction we need from the Board

There are three directions we could take.

- Resolution to Ordinance
 - This path would have the Board pass a resolution at next meeting giving support to the Business Registration and letting the community know that after working through the program for a set amount of time, staff will then come back to the Board with an Ordinance. This will give us some more flexibility, but no way to enforce the program.
- Ordinance
 - This path would have the Board pass an ordinance at an upcoming meeting. While we may lose some flexibility, it would give us the ability to enforce (light-handedly in the first year) and would more closely resemble how other neighboring communities administer similar programs. We would also set the expectation that as we work through the program with business owners, we would come back to the board with any needed ordinance amendments.
- Do Nothing
 - This path would have us do nothing and we would continue to operate as we do today.

ACT LOGO

Allendale Charter Township

ACT FIRE LOGO

Business Registration Form

6676 Lake Michigan Drive, Allendale, MI 49401

Phone: 616-895-6295 **Fax:** 616-895-6330

Email: frontdesk@allendale-twp.org

FEE: \$20 if completed within 90 days. \$50 if completed after 90 days

This form needs to be updated if/when any contact info changes or if the business changes hands or uses.

Business Info

Business/Facility Name: _____ Business Type: _____
Start date in Township: _____
Street Address: _____ City / Township: _____
Business Phone#: _____ After Hours Phone#: _____ Fax#: _____
Alarm Company: _____ Alarm Company Phone#: _____
Key or Lock/Knox Box Location (if applicable): _____
Email address where Fire Inspection report can be sent: _____
Description of Business: _____
Other Locations: _____

Emergency Contact Info

This information is used in the case of an emergency that would require your immediate attention and would be the primary contact for this business/facility.

Primary Emergency Contact

Name: _____ Email: _____
Address: _____ Cell Phone: _____ Home: _____

<u>Name/Position</u>	<u>Cell Phone</u>	<u>Home Phone</u>
1)		
2)		
3)		

Building Information

Is the building Owned or Leased?
Building Owner Name: _____ Cell Phone: _____ Home Phone: _____
Email: _____
AED on Site? _____ If yes, location? _____
Fire Sprinkler System Installed? _____

Additional Building Information

List potential hazards to responders or additional information regarding the facility.

Business Owner Information

Owner Name: _____
Owner Address: _____
Owner Phone: _____ Owner Email: _____

Manager Information

Manager Name: _____
Manager Address: _____
Manager Phone: _____ Manager Email: _____

Signature

Name and Title: _____
Signature: _____ Date: _____

Township Approvals

Fire Inspector: _____ Date: _____
Assessor: _____ Date: _____
Public Utilities: _____ Date: _____
Clerk: _____ Date: _____

MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

Mutual Aid and Assistance Agreement

RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

ARTICLE II. DEFINITIONS

A. Agreement - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

B. Authorized Official - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

C. Emergency - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

D. Member - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

E. Requesting Member - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

F. Responding Member - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

G. National Incident Management System (NIMS) – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

H. Period of Assistance - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

I. Steering Committee – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

K. Work or Work Related Period - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

ARTICLE III. ADMINISTRATION

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

ARTICLE IV. PROCEDURES

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

B. Response to a Request for Assistance – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

B. Control - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

C. Food and Shelter - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

D. Communication - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

F. Licenses & Permits - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

H. No Waiver of Governmental Immunity – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

I. Independent Contractor - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

J. Liability. Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

K. Insurance. Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

L. Confidential Information. To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

A. Personnel - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-requesting Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

B. Equipment - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

C. Materials and Supplies - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

D. Incidental Costs - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

E. Payment Period - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61st) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

F. Disputed Billings - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

ARTICLE VIII. DISPUTE RESOLUTION

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

ARTICLE IX. SIGNATORY INDEMNIFICATION

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

ARTICLE X. WORKER'S COMPENSATION CLAIMS

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

ARTICLE XI. NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII. EFFECTIVE DATE

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

ARTICLE XIII. DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT

A. **Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

B. **Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

C. **Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

ARTICLE XIV. MODIFICATION

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XV. ASSIGNMENT OF RIGHTS/DUTIES

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XVI. PRIOR AGREEMENTS

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

ARTICLE XVII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

ARTICLE XVIII. INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

ARTICLE XIX. RECORDS, DOCUMENTS AND SENSITIVE INFORMATION

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

ARTICLE XX. MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. **Recitals.** The Recitals shall be considered an integral part of this Agreement.

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

K. Permits and Licenses. Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this ____ day of _____, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: _____

By: _____

Title: _____

Title: _____

Name of Participating Member: _____

(Please note: Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.