

Agenda for the
Allendale Charter Township Board Meeting
Monday, August 23, 2021, 7:00pm

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Invocation given by Bruce Zeinstra
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the August 9, 2021 Regular Board Meeting Minutes
 - Bills
 - Interim Bills
- For information
 - Financial Report
 - Minutes of the August 2, 2021 Planning Commission Meeting
 - Fire Station July Monthly Report
- Public Hearings
 - Ordinance 2021-02: Emergency Services Cost Recovery Ordinance
- Public Comments
- Guest Speakers
 - Department Update
 - Library
- Action Items
 - Resolution 2021-19: Emergency Services Cost Recovery Resolution
 - Farmland Preservation
 - Ordinance 2021-03: Great Lakes Franchise Agreement
 - First Reading: Ordinance 2021-02: Emergency Services Cost Recovery Ordinance
 - Resolution 2021-20: Schedule Truth in Taxation Public Hearing
- Discussion Items
 - Human Resource Director
 - Police Special Assessment
- Public Comments
- Board Comments

- 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
AUGUST SESSION-1st DAY**

The Allendale Township Board of Trustees met at the Allendale Township Auditorium, located at 6676 Lake Michigan Drive, on Monday, August 9, 2021, at 7:00 p.m. and was called to order at 7:01 by Mr. Elenbaas.

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

Absent: Mr. Vander Wall (1)

Staff and Guest Present: Bob Sullivan, Legal Counsel; Kevin Yeomans, Project Coordinator; Chad Doornbos, Public Utilities Supervisor; Lydale Weaver, Human Resource Specialist; Shelly Kowalczyk, Safety; Corey Turner, Flies & VandenBrink; Adam DeYoung, Moore and Bruggink; and Greg DeJong, Ottawa County Commissioner.

Ms. Kraker pronounced the invocation.

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

BOT 21-136 Mr. Zeinstra moved to approve the agenda of today with the following amendments: add Chad Doornbos as guest speaker, correct Dewpointe West Phase 4 Preliminary Plat Approval to state Dewpointe West Phase 4 Tentative Preliminary Plat Approval. The motion passed.

BOT 21-137 Ms. Kraker moved to approve the following Consent Resolutions:

1. To approve the Minutes of the July 26, 2021 Board of Trustees meeting.
2. To approve the Minutes of the July 26, 2021 Board of Trustees Closed Session meeting.
3. To approve the general claims in the amount of \$51,545.93 and the interim payments of \$47.88 as presented by the summary report for August 10, 2021. The motion passed as shown by the following votes:

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

NAYS: None (0)

ABSENT: Mr. Vander Wall (1)

Items Received for Information

1. Financial Report
2. Minutes of the July 19, 2021 Planning Commission Meeting

Public Hearings – None

Public Comments and Communications - None

BOT 21-138 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers

Commissioner Greg DeJong provided an Ottawa County update including: Port Sheldon land; Sheriff's Office loss of two canines to health problems. The community generously provided the department with replacement canines; Ottawa County Parks drone policy; Health Department Covid -19 updates including risk area of Ottawa County level upgrade to substantial risk area; Water Committee updates; and mental health awareness.

Lydale Weaver, Human Resource Specialist, provided an update on the Human Resource Department. Mr. Weaver indicated there have been twelve (12) employee transactions since January. Nine (9) transactions were new hires and three (3) transactions were promotions within the organization. He provided an update on the Novatime and BS&A projects.

Shelly Kowalczyk, Safety Department, presented an overview of the activities happening in the Safety Department including: numerous in-house trainings highlighting topics such as forklift safety, temporary traffic control education, and fire extinguisher training; equipping the new Public Utilities building to comply with OSHA standards; developing a new injury and illness procedure with Human Resources, and an overview of the ideas from the Safety Committee.

Chad Doornbos, Public Utilities Supervisor, provided the board an update on the Park Lift Station which is located near the water tower on the east side of the park. EGLE encourages the township to seek additional security measures

including fencing. Mr. Doornbos is looking to acquire an additional 20 feet of land to sustain the security fencing project as recommended. Bids and pricing have been submitted and are currently under review. Additional fencing to help protect neighboring homes from park activities, such as softball damage to property, are under consideration as well. Mr. Doornbos and Larry Haveman, Maintenance Director, are seeking to complete these projects all at once rather than requiring individual project contracts.

Action Items

Adam DeYoung, Moore and Bruggink, provided an overview of the Dewpointe Phase 4 development plan.

BOT 21-139 Mr. Zeinstra moved to grant tentative preliminary approval of Dewpointe Phase 4, as recommended by the Planning Commission including the conditions outlined in the report of the Planning Commission. The motion passed.

BOT 21-140 Mr. Elenbaas moved to approve the job description of the Assistant Administrator II as amended. The motion passed.

Discussion Items- None

Public Comments and Communications- None

BOT 21-141 Mr. Elenbaas moved to close public comment. The motion passed.

Kevin Yeomans, Project Coordinator, provided an update of the upcoming construction project of the park driveway. Bids for the project were \$466,000, which is less than the projected funds budgeted. Construction will begin on September 7, 2021 and is expected to be complete by November 1, 2021.

Several board members commented on how best to communicate the park driveway construction to the community.

Board Comments:

1. Ms. VanderVeen inquired if board members would be interested in revisiting the opportunity to host meet and greet sessions with the public approximately an hour before board meetings to provide time to allow residents to address any concerns, comments, or questions they may

have. She thanked Mr. Elenbaas for his hard work and for coordinating the department head updates.

2. Ms. Hansen informed the board she was researching the duties and the job description of the Human Resource Specialist. Specifically, she is assessing the job duties of Lydale Weaver. Ms. Hansen indicated Mr. Weaver may be outperforming the duties of the specialist and taking on tasks and assignments more in alignment with Human Resource Director responsibilities. She will report her findings to the board at a future meeting. She also informed the board that she and Elizabeth Szymanski, Deputy Clerk, along with guidance from Ottawa County Clerk's office, have been investigating a potential polling location on GVSU campus for precinct five. This is in the investigative stages and she will keep the board updated.
3. Ms. Kraker inquired as to safety training pertaining to active shooter education for our staff. Shelly Kowalczyk indicated there has been such training done at the township previously.
4. Mr. Elenbaas reminded the board that budget planning was coming soon. He also indicated that when we hire new employees, wages will start as what is outlined in the letter of recommendation. This will eliminate the previous practice of a lower wage during the 90-day probation period. This new practice does not eliminate the 90-day probation period.

BOT 21-142 Mr. Zeinstra moved to adjourn the meeting at 8:01 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

08/18/2021 08:13 AM
User: DENISE
DB: ALLENDALE

INVOICE APPROVAL BY DEPT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 08/11/2021 - 08/24/2021
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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Department: 000.000

ANNA WOLBRINK	PAVILION RENTAL	30.00	PAVILION RENTAL
COUNTRYSIDE GREENHOUSE	COUNTRY SIDE-92ND AVE WATERMAI	6,394.64	COUNTRY SIDE-92ND AV
FRESH COAST PLANNING LLC	PEPPINO'S/ALLENDALE MEADOWS PU	324.00	PEPPINO'S/ALLENDALE
FRESH COAST PLANNING LLC	JMM/46TH AVE SLU SAND MINING	96.00	JMM/46TH AVE SLU SAN
FRESH COAST PLANNING LLC	M45 LLC GAS STATION	84.00	M45 LLC GAS STATION
FRESH COAST PLANNING LLC	5015 WARNER SAND MINING	216.00	5015 WARNER SAND MIN
FRESH COAST PLANNING LLC	DEWPOINTE WEST 4	240.00	DEWPOINTE WEST 4
FRESH COAST PLANNING LLC	6138 LMD-PUD-SIGNATURE LAND DE	1,260.00	6138 LMD-PUD-SIGNATU
FRESH COAST PLANNING LLC	MR. BURGER-WALGREENS PUD	24.00	MR. BURGER-WALGREENS
FRESH COAST PLANNING LLC	ALLENDALE CHRISTIAN EXPANSION-	36.00	ALLENDALE CHRISTIAN
FRESH COAST PLANNING LLC	KENNEDY LAKES 2	60.00	KENNEDY LAKES 2
FRESH COAST PLANNING LLC	HOEZEE PRIVATE RD-84TH-BLAIR B	24.00	HOEZEE PRIVATE RD-84
FRESH COAST PLANNING LLC	LIGHTHOUSE COMMUNITY CHURCH-PH	48.00	LIGHTHOUSE COMMUNITY
FRESH COAST PLANNING LLC	M&S STORAGE PHASE 2	540.00	M&S STORAGE PHASE 2
FRESH COAST PLANNING LLC	52ND & 56TH AVE REZONING	228.00	52ND & 56TH AVE REZO
ILLINOIS STATE DISBURSEMENT UNIT	COURT ORDER PAYABLE	341.54	COURT ORDER PAYABLE
JANE BOLHOUSE	PAVILION RENTAL	30.00	PAVILION RENTAL
OTTAWA COUNTY PUBLIC UTILITIES	Bonds Payable	185,000.00	Bonds Payable
OTTAWA COUNTY TREASURER	Due To County	183.00	Due To County
ROBINSON TOWNSHIP	Due to Robinson Township	150.00	Due to Robinson Town
Total: 000.000		195,309.18	

Department: 100.000 Water

ALLENDALE FAMILY VISION LLC	New Equipment	87.50	New Equipment
ALLENDALE TRUE VALUE HDWE INC	SUPPLIES-MISC	268.64	SUPPLIES-MISC
ALLENDALE TRUE VALUE HDWE INC	Maintenance	155.95	Maintenance
BILL PAYMENT CENTER	Electricity	59.70	Electricity
CINTAS CORPORATION #301	Contracted Services	284.42	Contracted Services
CONSUMERS ENERGY	Electricity	8,611.87	Electricity
DTE ENERGY	Heat - Metering Station	125.33	Heat - Metering Stat
EJ USA INC	SUPPLIES-MISC	1,228.20	SUPPLIES-MISC
FAMILY FARM & HOME INC	SUPPLIES-MISC	19.98	SUPPLIES-MISC
KENDALL ELECTRIC INC	SUPPLIES-MISC	38.74	SUPPLIES-MISC
OTTAWA COUNTY PUBLIC UTILITIES	Water Cost	162,189.76	Water Cost
PRIORITY HEALTH	Employers Health Insurance	6,477.64	Employers Health Ins
ROBERT LAMB	Dues	70.00	Dues
RYAN VANDERPLOEG	Seminars	404.97	Seminars
WINDEMULLER ELECTRIC INC	Maintenance	1,375.00	Maintenance
Total: 100.000 Water		181,397.70	

Department: 120.000 KNOWLTON HOUSE

CONSUMERS ENERGY	Electricity	83.56	Electricity
DTE ENERGY	Heating Fuel	41.00	Heating Fuel
Total: 120.000 KNOWLTON HOUSE		124.56	

Department: 171.000 Supervisor

ADAM ELENBAAS	Mileage	166.94	Mileage
Total: 171.000 Supervisor		166.94	

Department: 200.000 Sewer

ALLENDALE FAMILY VISION LLC	New Equipment	87.50	New Equipment
ALLENDALE TRUE VALUE HDWE INC	SUPPLIES-MISC	145.02	SUPPLIES-MISC
ALLENDALE TRUE VALUE HDWE INC	GENERAL MAINTENANCE	155.95	GENERAL MAINTENANCE
BLACK GOLD TRANSPORT INC	COLLECTION SYSTEM MAINTENANCE	3,300.00	COLLECTION SYSTEM MA
CINTAS CORPORATION #301	Contracted Services	284.42	CONTRACTED SERVICES
CONSUMERS ENERGY	Electricity	4,633.17	Electricity
DTE ENERGY	Heating Fuel	752.06	Heating Fuel

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DB: ALLENDALE

INVOICE APPROVAL BY DEPT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 08/11/2021 - 08/24/2021
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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ETNA SUPPLY COMPANY	SUPPLIES-MISC	454.22	SUPPLIES-MISC
HACH COMPANY	LAB SUPPLIES	2,530.53	LAB SUPPLIES
KENDALL ELECTRIC INC	SUPPLIES-MISC	38.75	SUPPLIES-MISC
KENNEDY INDUSTRIES INC	WRRF MAINTENANCE	270.00	WRRF MAINTENANCE
PLUMMER'S ENVIRONMENTAL SERVICE	SANITARY SEWER CLEANING/INSPEC	11,278.74	SANITARY SEWER CLEAN
PRIORITY HEALTH	Employers Health Insurance	6,477.62	Employers Health Ins
SANISWEEP INC	GENERAL MAINTENANCE	825.00	GENERAL MAINTENANCE
THOMAS SCIENTIFIC LLC	LAB SUPPLIES	476.82	LAB SUPPLIES
WEBB CHEMICAL SERVICE CORP	Chemicals	5,599.93	Chemicals
WINDEMULLER ELECTRIC INC	COLLECTION SYSTEM MAINTENANCE	1,000.00	COLLECTION SYSTEM MA
Total: 200.000 Sewer		38,309.73	

Department: 210.000 Attorney

SCHOLTEN FANT	Contracted Services	5,380.00	Contracted Services
SCHOLTEN FANT	Contracted Services P.C.	960.00	Contracted Services
SCHOLTEN FANT	CONTRACTED SERVICES-TAX TRIBUN	1,277.50	CONTRACTED SERVICES-
Total: 210.000 Attorney		7,617.50	

Department: 215.000 Clerk

AMAZON CAPITAL SERVICES	Supplies	(30.98)	Supplies
GENERAL CODE LLC	Miscellaneous	1,528.40	Miscellaneous
JODY HANSEN	Mileage	121.97	Mileage
MTA	Seminars	25.00	Seminars
Total: 215.000 Clerk		1,644.39	

Department: 248.000 General Office

AMAZON CAPITAL SERVICES	Supplies	208.50	Supplies
AMAZON CAPITAL SERVICES	Miscellaneous	10.37	Miscellaneous
CARDMEMBER SERVICE	COMPUTER CONTRACTED SERVICES	685.03	COMPUTER CONTRACTED
CARDMEMBER SERVICE	Miscellaneous	1,235.41	Miscellaneous
OTTAWA CTY ROAD COMMISSION	Road Maintenance	752.40	Road Maintenance
ROB GEMMEN CONTRACTING INC	Sidewalks	2,347.00	Sidewalks
SMART BUSINESS SOURCE LLC	Supplies	888.59	Supplies
US BANK EQUIPMENT FINANCE	COMPUTER CONTRACTED SERVICES	162.64	COMPUTER CONTRACTED
Total: 248.000 General Office		6,289.94	

Department: 265.000 Building & Grounds

AUTOZONE STORES LLC	Tractor Maintenance	46.09	Tractor Maintenance
CARDMEMBER SERVICE	Miscellaneous	12.99	Miscellaneous
CINTAS CORPORATION #301	Contracted Services	263.40	CONTRACTED SERVICES
CONSUMERS ENERGY	Electricity	1,848.92	Electricity
DTE ENERGY	Heating Fuel	92.77	Heating Fuel
EXXONMOBIL PROCESSING CENTER	Gas & Oil	190.83	Gas & Oil
FAMILY FARM & HOME INC	Maintenance	66.50	Maintenance
NAPA - GENUINE PARTS COMPANY	Tractor Maintenance	39.12	Tractor Maintenance
VRIESLAND GROWERS CO-OP	Miscellaneous	10.00	Miscellaneous
Total: 265.000 Building & Grounds		2,570.62	

Department: 276.000 Cemetery

CONSUMERS ENERGY	Electricity	33.99	Electricity
EXXONMOBIL PROCESSING CENTER	Gas & Oil	301.05	Gas & Oil
Total: 276.000 Cemetery		335.04	

Department: 300.000 Administration

ARBORIST SKILLS INC	Safety Training And Materials	1,898.84	Safety Training And
CARDMEMBER SERVICE	COMPUTER CONTRACTED SERVICES	283.35	COMPUTER CONTRACTED

PRINTING SYSTEMS INC	Printing & Publishing	870.86	Printing & Publishin
Total: 300.000 Administration		3,053.05	
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.			
CARDMEMBER SERVICE	Dues	180.00	Dues
CINTAS CORPORATION #301	UNIFORMS	75.90	UNIFORMS
GRAINGER	Medical Supplies	25.65	Medical Supplies
GRAINGER	Equipment Maintenance	(364.66)	Equipment Maintenanc
GRAINGER	Scba Maintenance	79.10	Scba Maintenance
GRAINGER	Equipment Replacement	24.93	Equipment Replacemen
MICHAEL KEEFE	Equipment Maintenance	21.95	Equipment Maintenanc
MUSKEGON FIRE EQUIPMENT INC.	Equipment Maintenance	68.00	Equipment Maintenanc
O'REILLY AUTOMOTIVE INC	Truck Maintenance	64.21	Truck Maintenance
O'REILLY AUTOMOTIVE INC	Maintenance For 181	38.46	Maintenance For 181
RJ WOODWORKING INC	New Equipment	2,120.00	New Equipment
Total: 336.000 Fire Dept.		2,333.54	
Department: 371.000 Inspection Department			
PRIORITY HEALTH	Employers Health Insurance	1,569.46	Employers Health Ins
Total: 371.000 Inspection Department		1,569.46	
Department: 400.000 Planning Commission			
MLIVE MEDIA GROUP	Printing & Publishing	1,558.28	PRINTING & PUBLISHIN
Total: 400.000 Planning Commission		1,558.28	
Department: 408.000 Planning & Zoning Department			
FRESH COAST PLANNING LLC	Contracted Services	1,752.00	Contracted Services
Total: 408.000 Planning & Zoning Department		1,752.00	
Department: 446.000 ROADS			
OTTAWA CTY ROAD COMMISSION	ROAD-CONTRACTED SERVICES	501.60	ROAD-CONTRACTED SERV
Total: 446.000 ROADS		501.60	
Department: 447.000 Highway M-45			
BILL PAYMENT CENTER	Electricity	42.03	Electricity
CONSUMERS ENERGY	Electricity	1,287.22	Electricity
EXXONMOBIL PROCESSING CENTER	Gas & Oil	306.25	Gas & Oil
SPARTAN DISTRIBUTORS INC	Irrigation Maintenance	406.32	Irrigation Maintenanc
Total: 447.000 Highway M-45		2,041.82	
Department: 448.000 Street Lights			
BILL PAYMENT CENTER	Electricity	19.04	Electricity
CONSUMERS ENERGY	Electricity	8,622.65	Electricity
CONSUMERS ENERGY	Henry St/Town Center Electrici	77.23	Henry St/Town Center
Total: 448.000 Street Lights		8,718.92	
Department: 560.004 CONCERTS/MOVIES IN THE PARK			

PACK ROOM LLC	Supplies	109.00	Supplies
PACK ROOM LLC	Printing & Publishing	48.00	Printing & Publishin
SWANK MOTION PICTURES INC	CONTRACTED SERVICES-MOVIES	425.00	CONTRACTED SERVICES-
Total: 560.004 CONCERTS/MOVIES IN THE PARK		582.00	

Department: 751.000 Recreation And Parks

CONSUMERS ENERGY	Electricity	783.98	Electricity
EXXONMOBIL PROCESSING CENTER	Gas & Oil	328.95	Gas & Oil
FAMILY FARM & HOME INC	Maintenance	48.00	Maintenance
GRAINGER	Maintenance	120.96	Maintenance
SPRING BROOK SUPPLY INC	Maintenance	77.26	Maintenance
VORTEX AQUATIC STRUCTURES	Maintenance	490.73	Maintenance
Total: 751.000 Recreation And Parks		1,849.88	

Department: 790.000 Library

AMAZON CAPITAL SERVICES	Supplies	38.05	Supplies
AQUA BLUE AQUARIUM SOLUTIONS	Contracted Services	75.00	Contracted Services
BAKER & TAYLOR BOOKS LLC	BOOKS PURCHASED	382.55	BOOKS PURCHASED
BAKER & TAYLOR BOOKS LLC	Childrens Books Purchased	944.31	CHILDRENS BOOKS PURC
CARDMEMBER SERVICE	COMPUTER CONTRACTED SERVICES	40.00	COMPUTER CONTRACTED
CENTER POINT LARGE PRINT	BOOKS PURCHASED	180.96	BOOKS PURCHASED
CONSUMERS ENERGY	Electricity	851.38	Electricity
GALE/CENGAGE LEARNING INC	BOOKS PURCHASED	98.26	BOOKS PURCHASED
GRAINGER	Maintenance	148.21	Maintenance
MICROMARKETING LLC	BOOKS PURCHASED	121.48	BOOKS PURCHASED
MIDWEST TAPE LLC	DIGITAL COLLECTION	954.73	DIGITAL COLLECTION
OFFICE MACHINES COMPANY INC	Copier Maintenance	102.88	Copier Maintenance
SPECTRUM HEALTH HOSPITALS	Miscellaneous	51.00	Miscellaneous
UNIQUE MANAGEMENT SERVICES INC	Contracted Svcs - Collections	17.90	Contracted Svcs - Co
Total: 790.000 Library		4,006.71	

Department: 806.000 Senior Citizen Activities

ALLENDALE PUBLIC SCHOOL	Contracted Services	338.75	Contracted Services
HOLIDAY COACH COMPANY	Contracted Services	860.00	Contracted Services
Total: 806.000 Senior Citizen Activities		1,198.75	

Department: 852.000 Hospital Reimbursement

PRIORITY HEALTH	Employers Health Insurance	16,522.28	Employers Health Ins
Total: 852.000 Hospital Reimbursement		16,522.28	

Department: 910.000 Debt Service

OTTAWA COUNTY PUBLIC UTILITIES	Agent Fees	400.00	Agent Fees
OTTAWA COUNTY PUBLIC UTILITIES	Interest Paid	75,358.42	Interest Paid
Total: 910.000 Debt Service		75,758.42	

*** GRAND TOTAL ***

591,859.88

Treasurer's report for Board Meeting dated Monday, August 23, 2021

Interim Payments:

Date	Check #	Amount	Vendor	Description
8/11/2021	100417	\$1,547.65	Acentek	Telephone Charges - July
8/11/2021	100418	\$3,724.97	Mutual of Omaha Insurance Company	Insurances - August
8/11/2021	100419	\$287.00	T-Mobile	Wireless Wi-Fi Hotspots - July
8/11/2021	100420	\$1,134.73	Verizon Wireless	Cell Phone Charges - July
8/11/2021	100421	\$479.31	Vision Service Plan	Health Insurance - August
8/17/2021	100422	\$1,100.00	Rebecca Benjamin	Cleaning Services - July
8/17/2021	100423	\$980.00	Brenda Borst	Cleaning Services - July
		\$9,253.66	TOTAL	

General Fund Cash Balance at board meeting dated 8/23/2021

Checking Account	\$	3,935,885.00
Liquid Investment	\$	259,375.00
CD	\$	18.00
Total	\$	4,195,278.00

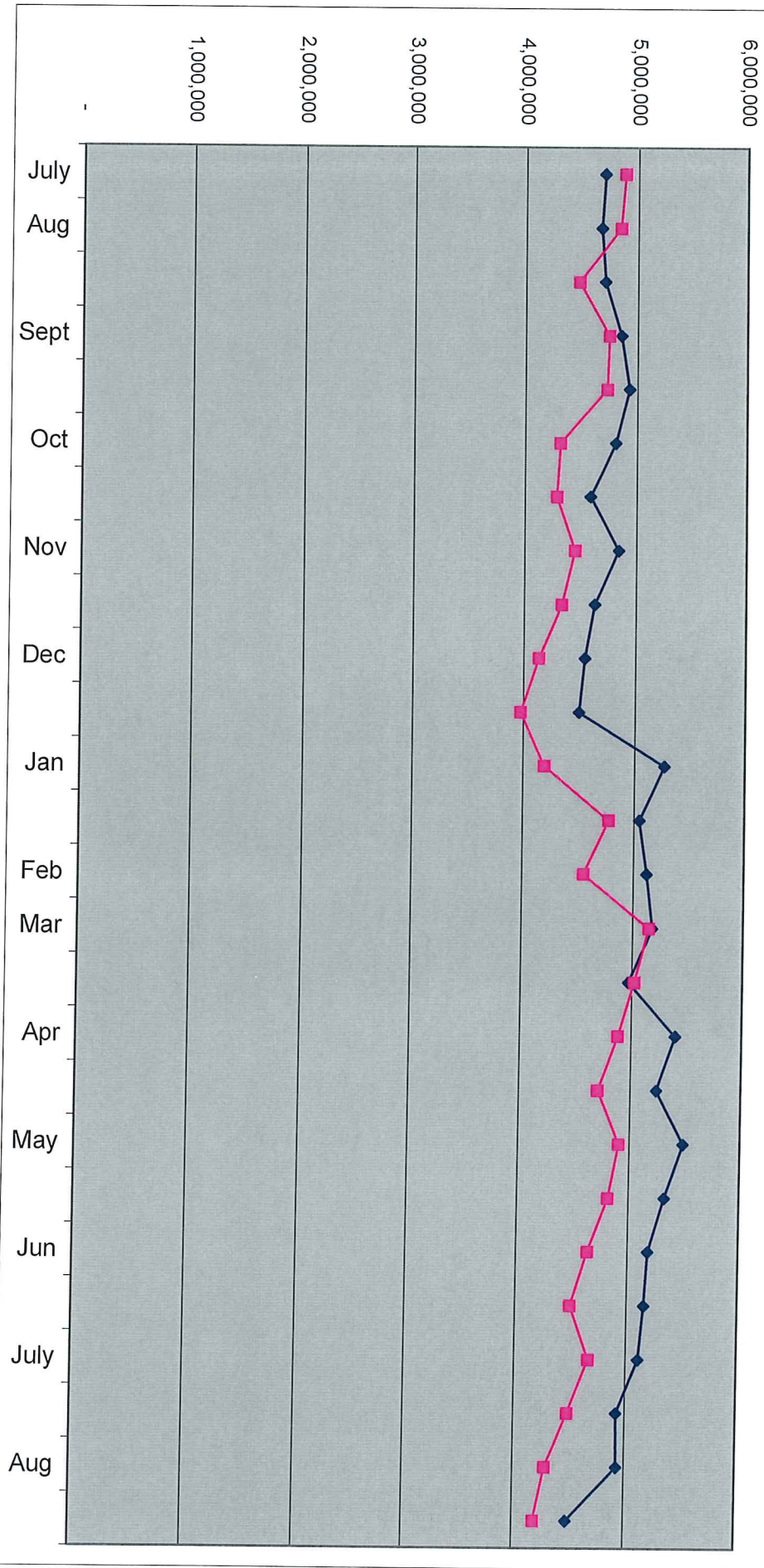
Note: Does not include today's Accounts Payable run

Last board meeting balances

Checking Account	\$	4,034,932.00
Liquid Investment	\$	259,375.00
CD	\$	18.00
Total	\$	4,294,325.00

Last year at this time the balance was	\$	4,485,037.00
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2019 - 2021 GENERAL FUND BALANCES



ALLENDALE CHARTER TOWNSHIP
PLANNING COMMISSION MEETING

August 02, 2021 7:00 p.m.

- 1) Meeting called to order
- 2) Roll Call
Present: Westerling, Adams, Zuniga, Schut, Kelley, Zeinstra, Longcore
Staff Present: Greg Ransford
Other Guests Present: Abel and Lola Vanderwoude, Keith and Brenda Dosenberry, Mick McGraw, Brian Papke, Megan Beltman, Mindy Beck, Alan and Kathy Helbling, Bea McKenney, Nancy and Ren Brouwer, Jay Knoper, Ellens, Kelly Kuiper, Carlo DiLeonardo, Wade Rosted, Carol Hansen, Madeline Taylor
- 3) Received for information: Letter regarding Allendale Meadows Planning Unit Development Major Amendment as well as an email regarding the site plan review on the agenda; will discuss these items when they come up.
- 4) Motion by Schut to approve the July 19, 2021 Planning Commission Minutes as presented.
Seconded by Kelley. **Approved: 7-0**
- 5) Motion by Longcore to approve the July 19, 2021, Planning Commission Agenda. Seconded by Zuniga. **Approved: 7-0**
- 6) Public Comments for *non-public hearing items*:
Chairperson Longcore opened the public comment section for non-public hearing items. No comments were made, and he closed the public comment section.
- 7) Public Hearings
 - A. **5015 Warner Special Use Application Amendment**
Chairperson Longcore requested that Planner Ransford inform the public on the Special Use application to amend the current approved Special Land Use Permit. Planner Ransford explained that the applicant decided it would be beneficial to screen the materials onsite. The only change would be the shape of the stockpile areas and they established the location for the proposed processing.

Chairperson Longcore gave the floor to Kelly Kuiper, representing the applicant. Ms. Kuiper agreed with Planner Ransford's introduction of the project and reiterated that the only change was the screening of the material onsite.

Chairperson Longcore opened the public comment section for the public hearing.

Jay Knoper expressed concerns with the noise and the construction trucks not sticking to the truck route.

Megan Beltman expressed her family member has health issues and is worried about the amount of dust and debris. Also voiced concerns about the snow fence.

Bea McKinney also expressed concerns about the noise and snow fence.

Chairperson Longcore asked if there were any more questions or concerns. There were none, he then closed public comments section of the public hearing.

The applicant then answered residents' concerns. They informed the public that the noise would be within the allowed decibel levels. That the truck route is local and allows the trucks to take the shortest allowable paths. Ms. Kuiper also ensured the public that they would water the area more

for less dust and debris. They also stated they would check the snow fence weekly and were open to other ideas for the snow fence from the public.

Mr. Schut suggested conditions regarding the noise and dust levels. He also recommended looking into better snow fence options prior to snow fall.

Planner Ransford checked the Ordinance to verify allowable decibel levels, and acknowledged there is not a noted range in the Ordinance regarding noise. Ms. Kuiper stated that the average decibel level for construction equipment is between 70-100 decibels and the applicant's equipment is in accordance with those levels.

Chairman Longcore asked for clarification from Planner Ransford that they were approving an amendment to the current resolution or a new resolution and Planner Ransford stated that it would replace the current resolution.

Motion by Zeinstra, seconded by Westerling to approve the resolution with three additional conditions:

- Noise level of the screeners to be less than 80 decibels at the property lines;
- Dust shall be controlled as necessary;
- Snow fence shall be adjusted to reduce snow drifts on the driveway;

Approved 6-1 Opposed by Schut.

B. Allendale Meadows Planned Unit Development Major Amendment - Peppinos Parking Lot

Planner Ransford addressed the public as to the reconstruction, repaving and construction of an additional parking lot at Peppinos. He also informed the public that more exterior parking lights will be added, along with dumpster placement and rain sensor for the irrigation system.

Chairperson Longcore opened the public comment section for the public hearing.

The applicant expressed wanting to re-pave and reconstruct the Peppinos parking lot with different materials than what has been used in the past. He expressed how he had contacted the bank and was informed per the bank, that he must use the same material as the existing parking lot. Applicant expressed that he would prefer the parking lot to be asphalt to withstand more wear and tear.

Wade Rosted of Sun Communities voiced concerns with headlights shining into residents' homes.

Chairperson Longcore asked if there were any more questions or concerns. There were none he then closed public comments section of the public hearing.

Chairperson Longcore opened the floor to the Commission for comments.

Chairperson Longcore addressed the question the applicant asked regarding what the bank told him and stated that would be a matter between them and not under the Township's control.

Commissioners expressed the following concerns:

- a. Lighting of the parking lot accuracy
- b. Placement of the dumpster and gates on it
- c. Extending the fence all the way to the west
- d. Drainage/water concerns
- e. Setbacks

Motion by Schut, seconded by Adams to *Table* the Allendale Meadows Planned Unit Development Major Amendment pending more information. **Approved 7-0**

8) Site Plan Review:

A. Site Plan Review: 6138 LMD PUD-Preliminary Plan

Mick McGraw and Brian Papke presented the project and how they came to the plan that they are presenting to the Commission. The original development plan had around 240 units and has been scaled back to 100 single family homes with a 4.9-acre pond. They discussed their latest ideas and developmental plans. They acknowledged the housing to the east of the property and creating a buffer/do not disturb zone with a 25 foot range from the property line. They also placed the idea of a tree/hedges as a buffer zone. Mr. McGraw and Mr. Papke spoke with Tony Dolce from the Fire Department, and he agreed with the proposed layout. The applicant also voiced their preference of putting one larger 6 ft. sidewalk on one side of the road instead of the typical 5 ft. sidewalk one on each side of the road. The applicant explained the design process for the homes that would be built in the development. As they were planning out the property they realized they will have to remove some trees but informed the public that they will save as many as possible. They are very willing to accommodate to everyone's needs.

Planner Ransford reviewed his memo.

Commissioners discussed open space and access to it. Consensus was that open space should be more than just water and communal access to that space. Mr. Kelley asked about keeping the natural vegetation and would home owners be able to put in beaches to the pond or would that be discouraged. Mr. McGraw reassured Mr. Kelley that they would keep vegetation where they can save it, but if the home owners would like to put in a beach they would be able to do so. They will save as much as they can but will plan to be adding new trees at customer request.

Emergency access to the new development from Timber Dr. would have locked gates to get in and out of the development.

Commissioners discussed the possibility of the single sidewalk versus sidewalk being on both sides. Consensus between the Commissioners was that the sidewalk on both sides of the road would be preferred.

Headlights were brought to the attention of the applicant about going into the neighbor's home across from the entrance and would need to be adjusted.

9) Old Business - *None*

10) New Business - *None*

11) Public Comments:

Chairperson Longcore opened the public comment section.

Carol Hansen expressed concerns with the size of the parcels and would like to see the 100 ft. frontage.

Residents expressed concern with the amount of homes proposed in the area, traffic from the single entrance, water levels and street lights.

Planner Ransford, at the request of Chairperson Longcore, explained the difference between metes and bounds splits, site condos or platting, and a PUD.

Chairperson Longcore closed the public comment section.

12) Township Board Reports

Trustee Zeinstra reported that there were department head reports received, and that the Township is re-establishing the library.

13) Commissioner and Staff Comments:

Chairperson Longcore inquired of Planner Ransford regarding an email chain that he had been involved in regarding a possible development going in without approval. Planner Ransford stated that he would check with staff to figure out what was going on.

14) Adjourn – Chairperson Longcore adjourned the meeting at 9:17 p.m.

Next meeting Monday, August 16, 2021, at 7:00 p.m.

Respectfully submitted by Natasha Shepard

<u>ALARM TYPE</u>	<u>MONTH</u>	<u>MAY</u>	<u>YEAR TO DATE</u>	<u>YEAR TO DATE</u>	<u>CHANGE</u>
	<u>JULY</u>		<u>2021</u>	<u>2020</u>	<u>2020</u>
MEDICAL EMERGENCIES	54		300	245	55
Canceled Enroute	2		19	21	-2
Squad 172 Responses	30		190	183	7
Asst. Amb.	10		129	179	-50
Lift Assist	0		10	7	3
VEHICLE ACCIDENTS WITH INJURIES	6		28	26	2
Cancelled Enroute	0		1	1	EVEN
PROPERTY DAMAGE ACCIDENTS	1		8	8	EVEN
Canceled Enroute	0		6	4	2
SMOKE/ODOR INVESTIGATION	0		13	12	1
Canceled Enroute	0		0	1	-1
MEDICAL ALARM	1		6	4	2
Canceled Enroute	0		0	0	EVEN
FIRE ALARM	5		51	40	11
Canceled Enroute	3		20	10	10
SERVICE CALL / LOCK-IN/OUT	5		19	9	10
MUTUAL AID/AUTOMATIC AID:					
AUTOMATIC AID GIVEN:	7		18	15	3
MUTUAL AID GIVEN:	0		16	9	7
AUTOMATIC AID RECEIVED	0		10	6	4
MUTUAL AID RECEIVED:	0		1	0	1
BUILDING FIRES	0		10	8	2
GRASS, BRUSH, WOODS	0		5	5	EVEN
TRASH, REFUSE, DUMPSTER	1		4	7	-3
VEHICLE FIRES	1		5	4	1
CO ALARM	2		9	6	3
GAS LEAK / WIRE DOWN	2		14	13	1
NO DISPATCH	2		10	8	2
UNAUTHORIZED BURN	1		6	13	-7
TOTALS	103		707	655	
	<u>Month</u>		<u>2021 to Date</u>	<u>2020 To Date</u>	<u>21/20 Change</u>
Property Loss: (\$)	\$4,000.00		\$979,040.00	\$196,613.00	\$782,427.00
Property Saved (\$)	\$0		\$1,718,448	\$1,177,708	\$540,740.00
Man Hours on Alarms	518		3606.00	2558.8	1047.2
Training Man Hours	61.5		836.5	538.75	298
Fire School / PPS / Meeting / EQ Checks / Fire Prev / Other	269.05		1558.05	1110.75	447.3
Burning Permits Issued	13		121	107	14
Grand Valley Alarms	5		45	23	22
Off-Campus Student Housing	8		87	62	25
Stonebridge Senior Housing	0		15	23	-8
Green Acres	2		20	15	5

Alarm Analysis by District - Average Response Time AFD

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	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
	07/22/2021 03:13:00	A - Shift 6P SUN / 6A FRI	Thursday	OUT	480.00	8
	07/23/2021 10:21:35	B - Shift 6A MON / 6P FRI	Friday	OUT	393.00	7
21-0000604	07/01/2021 11:13:21	B - Shift 6A MON / 6P FRI	Thursday	190	454.00	8
21-0000605	07/01/2021 19:14:11	A - Shift 6P SUN / 6A FRI	Thursday	160	667.00	11
21-0000606	07/01/2021 20:02:05	A - Shift 6P SUN / 6A FRI	Thursday	120	418.00	7
21-0000607	07/02/2021 00:28:06	A - Shift 6P SUN / 6A FRI	Friday	180	755.00	13
21-0000608	07/02/2021 09:34:41	B - Shift 6A MON / 6P FRI	Friday	180		
21-0000609	07/02/2021 19:25:59	C - Shift 6P FRI / 6P SUN	Friday	140	529.00	9
21-0000610	07/03/2021 03:00:00	C - Shift 6P FRI / 6P SUN	Saturday	140	732.00	12
21-0000611	07/03/2021 09:52:03	C - Shift 6P FRI / 6P SUN	Saturday	160	579.00	10
21-0000612	07/03/2021 22:23:29	C - Shift 6P FRI / 6P SUN	Saturday	120	536.00	9
21-0000613	07/04/2021 03:48:02	C - Shift 6P FRI / 6P SUN	Sunday	190	665.00	11
21-0000614	07/04/2021 12:46:07	C - Shift 6P FRI / 6P SUN	Sunday	190	506.00	8
21-0000615	07/04/2021 13:33:36	C - Shift 6P FRI / 6P SUN	Sunday	140	223.00	4
21-0000616	07/04/2021 20:21:56	A - Shift 6P SUN / 6A FRI	Sunday	190	4.00	0
21-0000617	07/04/2021 20:25:30	A - Shift 6P SUN / 6A FRI	Sunday	120	434.00	7
21-0000618	07/04/2021 21:10:33	A - Shift 6P SUN / 6A FRI	Sunday	120	240.00	4
21-0000619	07/05/2021 19:30:10	A - Shift 6P SUN / 6A FRI	Monday	120	642.00	11
21-0000620	07/06/2021 12:17:14	B - Shift 6A MON / 6P FRI	Tuesday	120	266.00	4
21-0000621	07/06/2021 18:00:05	A - Shift 6P SUN / 6A FRI	Tuesday	100	199.00	3
21-0000622	07/06/2021 20:34:09	A - Shift 6P SUN / 6A FRI	Tuesday	120	247.00	4
21-0000623	07/06/2021 20:31:50	A - Shift 6P SUN / 6A FRI	Tuesday	OUT	431.00	7
21-0000624	07/07/2021 02:33:52	A - Shift 6P SUN / 6A FRI	Wednesday	120	663.00	11
21-0000625	07/07/2021 16:33:42	B - Shift 6A MON / 6P FRI	Wednesday	140	311.00	5
21-0000626	07/07/2021 17:45:29	B - Shift 6A MON / 6P FRI	Wednesday	140	366.00	6
21-0000627	07/07/2021 18:02:58	A - Shift 6P SUN / 6A FRI	Wednesday	140	316.00	5
21-0000628	07/08/2021 05:53:10	A - Shift 6P SUN / 6A FRI	Thursday	190	603.00	10
21-0000629	07/08/2021 10:57:20	B - Shift 6A MON / 6P FRI	Thursday	140	250.00	4
21-0000630	07/08/2021 11:16:22	B - Shift 6A MON / 6P FRI	Thursday	180		
21-0000631	07/08/2021 23:21:24	A - Shift 6P SUN / 6A FRI	Thursday	190	764.00	13
21-0000632	07/09/2021 09:20:33	B - Shift 6A MON / 6P FRI	Friday	140	344.00	6

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	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
21-0000633	07/09/2021 10:09:18	B - Shift 6A MON / 6P FRI	Friday	120	189.00	3
21-0000634	07/09/2021 17:04:10	B - Shift 6A MON / 6P FRI	Friday	OUT	537.00	9
21-0000635	07/10/2021 22:16:48	C - Shift 6P FRI / 6P SUN	Saturday	190	697.00	12
21-0000636	07/10/2021 23:47:45	C - Shift 6P FRI / 6P SUN	Saturday	100	477.00	8
21-0000637	07/11/2021 08:42:26	C - Shift 6P FRI / 6P SUN	Sunday	120	566.00	9
21-0000638	07/11/2021 12:55:57	C - Shift 6P FRI / 6P SUN	Sunday	180	613.00	10
21-0000639	07/12/2021 08:38:30	B - Shift 6A MON / 6P FRI	Monday	OUT	227.00	4
21-0000640	07/12/2021 15:42:25	B - Shift 6A MON / 6P FRI	Monday	OUT	353.00	6
21-0000641	07/12/2021 20:02:09	A - Shift 6P SUN / 6A FRI	Monday	120	567.00	9
21-0000642	07/13/2021 15:27:46	B - Shift 6A MON / 6P FRI	Tuesday	120	234.00	4
21-0000643	07/13/2021 15:38:34	B - Shift 6A MON / 6P FRI	Tuesday	120	500.00	8
21-0000644	07/14/2021 09:05:21	B - Shift 6A MON / 6P FRI	Wednesday	180	525.00	9
21-0000645	07/14/2021 11:31:39	B - Shift 6A MON / 6P FRI	Wednesday	100	588.00	10
21-0000646	07/15/2021 08:21:44	B - Shift 6A MON / 6P FRI	Thursday	120	173.00	3
21-0000647	07/15/2021 12:01:59	B - Shift 6A MON / 6P FRI	Thursday	180	528.00	9
21-0000648	07/15/2021 22:05:10	A - Shift 6P SUN / 6A FRI	Thursday	120	374.00	6
21-0000649	07/15/2021 22:11:45	A - Shift 6P SUN / 6A FRI	Thursday	140	386.00	6
21-0000650	07/16/2021 13:32:52	B - Shift 6A MON / 6P FRI	Friday	120	234.00	4
21-0000651	07/16/2021 15:25:33	B - Shift 6A MON / 6P FRI	Friday	190	263.00	4
21-0000652	07/16/2021 19:04:10	C - Shift 6P FRI / 6P SUN	Friday	160	570.00	10
21-0000653	07/17/2021 01:08:32	C - Shift 6P FRI / 6P SUN	Saturday	180	0.00	0
21-0000654	07/17/2021 13:41:57	C - Shift 6P FRI / 6P SUN	Saturday	140	347.00	6
21-0000655	07/17/2021 12:48:28	C - Shift 6P FRI / 6P SUN	Saturday	120	310.00	5
21-0000656	07/17/2021 13:41:57	C - Shift 6P FRI / 6P SUN	Saturday	140	347.00	6
21-0000657	07/17/2021 19:54:11	C - Shift 6P FRI / 6P SUN	Saturday	190	341.00	6
21-0000658	07/17/2021 23:53:51	C - Shift 6P FRI / 6P SUN	Saturday	160	587.00	10
21-0000659	07/18/2021 00:19:42	C - Shift 6P FRI / 6P SUN	Sunday	190	228.00	4
21-0000660	07/18/2021 01:35:35	C - Shift 6P FRI / 6P SUN	Sunday	140	578.00	10
21-0000661	07/18/2021 06:13:46	C - Shift 6P FRI / 6P SUN	Sunday	140	547.00	9
21-0000662	07/18/2021 08:52:36	C - Shift 6P FRI / 6P SUN	Sunday	110	384.00	6
21-0000663	07/18/2021 17:50:49	C - Shift 6P FRI / 6P SUN	Sunday	190	278.00	5
21-0000664	07/19/2021	B - Shift 6A	Monday	120	0.00	0

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	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
	17:31:18	MON / 6P FRI				
21-0000665	07/19/2021 21:35:39	A - Shift 6P SUN / 6A FRI	Monday	120	396.00	7
21-0000666	07/19/2021 21:33:56	A - Shift 6P SUN / 6A FRI	Monday	OUT	351.00	6
21-0000667	07/20/2021 00:17:33	A - Shift 6P SUN / 6A FRI	Tuesday	100	530.00	9
21-0000668	07/21/2021 07:18:33	B - Shift 6A MON / 6P FRI	Wednesday	140	313.00	5
21-0000669	07/21/2021 08:07:52	B - Shift 6A MON / 6P FRI	Wednesday	140	428.00	7
21-0000670	07/21/2021 17:51:20	B - Shift 6A MON / 6P FRI	Wednesday	190	351.00	6
21-0000673	07/22/2021 15:47:26	B - Shift 6A MON / 6P FRI	Thursday	120	160.00	3
21-0000674	07/22/2021 16:38:46	B - Shift 6A MON / 6P FRI	Thursday	190	321.00	5
21-0000675	07/22/2021 20:02:21	A - Shift 6P SUN / 6A FRI	Thursday	100	449.00	7
21-0000676	07/23/2021 02:27:18	A - Shift 6P SUN / 6A FRI	Friday	120	468.00	8
21-0000678	07/23/2021 10:44:53	B - Shift 6A MON / 6P FRI	Friday	100	505.00	8
21-0000679	07/23/2021 12:30:14	B - Shift 6A MON / 6P FRI	Friday	120	342.00	6
21-0000680	07/23/2021 13:08:00	B - Shift 6A MON / 6P FRI	Friday	120	1.00	0
21-0000681	07/23/2021 16:43:45	B - Shift 6A MON / 6P FRI	Friday	120	340.00	6
21-0000682	07/23/2021 19:10:27	C - Shift 6P FRI / 6P SUN	Friday	190	663.00	11
21-0000683	07/24/2021 01:07:09	C - Shift 6P FRI / 6P SUN	Saturday	190	680.00	11
21-0000684	07/24/2021 04:34:41	C - Shift 6P FRI / 6P SUN	Saturday	140	521.00	9
21-0000685	07/24/2021 08:56:58	C - Shift 6P FRI / 6P SUN	Saturday	190	223.00	4
21-0000686	07/24/2021 10:47:56	C - Shift 6P FRI / 6P SUN	Saturday	120	224.00	4
21-0000687	07/24/2021 20:43:00	C - Shift 6P FRI / 6P SUN	Saturday	190	596.00	10
21-0000688	07/25/2021 03:03:22	C - Shift 6P FRI / 6P SUN	Sunday	190	743.00	12
21-0000689	07/26/2021 02:11:53	A - Shift 6P SUN / 6A FRI	Monday	120	752.00	13
21-0000690	07/26/2021 09:29:51	B - Shift 6A MON / 6P FRI	Monday	140		
21-0000691	07/26/2021 10:24:48	B - Shift 6A MON / 6P FRI	Monday	140	520.00	9
21-0000692	07/26/2021 13:08:18	B - Shift 6A MON / 6P FRI	Monday	120	412.00	7
21-0000693	07/26/2021 17:42:25	B - Shift 6A MON / 6P FRI	Monday	100		
21-0000694	07/26/2021 18:16:22	A - Shift 6P SUN / 6A FRI	Monday	140	264.00	4
21-0000695	07/27/2021 15:29:11	B - Shift 6A MON / 6P FRI	Tuesday	190	390.00	7
21-0000696	07/27/2021 16:40:58	B - Shift 6A MON / 6P FRI	Tuesday	190	411.00	7
21-0000697	07/27/2021 18:45:55	A - Shift 6P SUN / 6A FRI	Tuesday	180	350.00	6
21-0000698	07/27/2021 19:49:52	A - Shift 6P SUN / 6A FRI	Tuesday	120	306.00	5

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	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
21-0000699	07/28/2021 09:14:24	B - Shift 6A MON / 6P FRI	Wednesday	120	319.00	5
21-0000700	07/28/2021 15:15:38	B - Shift 6A MON / 6P FRI	Wednesday	140	336.00	6
21-0000701	07/28/2021 21:18:00	A - Shift 6P SUN / 6A FRI	Wednesday	OUT	264.00	4
21-0000702	07/29/2021 05:34:36	A - Shift 6P SUN / 6A FRI	Thursday	120	604.00	10
21-0000703	07/29/2021 10:20:45	B - Shift 6A MON / 6P FRI	Thursday	120	395.00	7
21-0000704	07/30/2021 02:09:00	A - Shift 6P SUN / 6A FRI	Friday	120	109.00	2
21-0000705	07/30/2021 11:05:01	B - Shift 6A MON / 6P FRI	Friday	120	431.00	7
21-0000706	07/30/2021 18:37:12	C - Shift 6P FRI / 6P SUN	Friday	OUT		
21-0000707	07/31/2021 03:15:29	C - Shift 6P FRI / 6P SUN	Saturday	120	615.00	10
					Avg: 414.78	Avg: 6.91

Report Filters

Basic Incident Date - Derived (Fd1.3): is between '07/01/2021' and '07/31/2021'

AFD - Training and Activities

Report Filters

Activity/Training Start Date Time: is between '7/1/2021' and '7/31/2021'

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				
07/01/2021 09:00:00	07/01/2021 11:15:00	Thursday	FIRE PREVENTION	4
07/01/2021 12:15:00	07/01/2021 13:45:00	Thursday	PROBATIONARY FIREFIGHTER TRAINING	2
07/01/2021 15:30:00	07/01/2021 18:00:00	Thursday	PART TIME SHIFT	2
07/02/2021 06:00:00	07/02/2021 14:30:00	Friday	PART TIME SHIFT	1
07/02/2021 14:30:00	07/02/2021 18:00:00	Friday	PART TIME SHIFT	1
07/02/2021 13:00:00	07/02/2021 17:00:00	Friday	PART TIME SHIFT	2
07/02/2021 15:30:00	07/02/2021 17:30:00	Friday	EQUIPMENT CHECKS #1	5
07/05/2021 10:00:00	07/05/2021 18:00:00	Monday	EMT CLASS	1
07/06/2021 07:00:00	07/06/2021 19:00:00	Tuesday	EMT CLASS	1
07/07/2021 16:15:00	07/07/2021 17:15:00	Wednesday	PROBATIONARY FIREFIGHTER TRAINING	2
07/07/2021 10:00:00	07/07/2021 18:00:00	Wednesday	EMT CLASS	1
07/07/2021 16:00:00	07/07/2021 18:00:00	Wednesday	PUBLIC SERVICE EVENT	4
07/08/2021 12:00:00	07/08/2021 15:00:00	Thursday	PART TIME SHIFT	1
07/08/2021 15:00:00	07/08/2021 18:00:00	Thursday	PART TIME SHIFT	1
07/08/2021 19:00:00	07/08/2021 21:00:00	Thursday	HAZMAT	3
07/08/2021 05:00:00	07/08/2021 17:00:00	Thursday	EMT CLASS	1
07/08/2021 18:00:00	07/08/2021 19:00:00	Thursday	PROBATIONARY FIREFIGHTER TRAINING	3
07/09/2021 10:00:00	07/09/2021 11:30:00	Friday	PROBATIONARY FIREFIGHTER TRAINING	1
07/09/2021 18:00:00	07/09/2021 21:00:00	Friday	EQUIPMENT CHECKS #2	5
07/12/2021 16:00:00	07/12/2021 17:00:00	Monday	PROBATIONARY FIREFIGHTER TRAINING	3
07/12/2021 10:00:00	07/12/2021 18:00:00	Monday	EMT CLASS	1

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
07/13/2021 07:00:00	07/13/2021 19:00:00	Tuesday	EMT CLASS	1
07/14/2021 16:00:00	07/14/2021 17:00:00	Wednesday	PROBATIONARY FIREFIGHTER TRAINING	1
07/14/2021 10:00:00	07/14/2021 18:00:00	Wednesday	EMT CLASS	1
07/15/2021 16:00:00	07/15/2021 16:45:00	Thursday	PROBATIONARY FIREFIGHTER TRAINING	1
07/15/2021 12:00:00	07/15/2021 18:00:00	Thursday	PART TIME SHIFT	1
07/15/2021 18:00:00	07/15/2021 20:00:00	Thursday	PROBATIONARY FIREFIGHTER TRAINING	2
07/16/2021 10:00:00	07/16/2021 11:00:00	Friday	PROFICIENCY TESTING	1
07/17/2021 04:30:00	07/17/2021 16:30:00	Saturday	EMT CLASS	1
07/17/2021 08:30:00	07/17/2021 11:00:00	Saturday	EQUIPMENT CHECKS #3	6
07/19/2021 10:00:00	07/19/2021 18:00:00	Monday	EMT CLASS	1
07/20/2021 15:00:00	07/20/2021 17:00:00	Tuesday	PROFICIENCY TESTING	3
07/21/2021 10:00:00	07/21/2021 11:30:00	Wednesday	PART TIME SHIFT	1
07/21/2021 16:00:00	07/21/2021 17:15:00	Wednesday	PROBATIONARY FIREFIGHTER TRAINING	1
07/21/2021 10:00:00	07/21/2021 18:00:00	Wednesday	EMT CLASS	1
07/23/2021 11:30:00	07/23/2021 13:30:00	Friday	PROBATIONARY FIREFIGHTER TRAINING	3
07/24/2021 08:00:00	07/24/2021 10:45:00	Saturday	EQUIPMENT CHECKS #4	4
07/26/2021 10:00:00	07/26/2021 11:45:00	Monday	PROFICIENCY TESTING	3
07/26/2021 10:00:00	07/26/2021 18:00:00	Monday	EMT CLASS	1
07/27/2021 06:00:00	07/27/2021 12:00:00	Tuesday	PART TIME SHIFT	1
07/28/2021 12:00:00	07/28/2021 18:00:00	Wednesday	PART PAID SHIFT	1
07/28/2021 10:00:00	07/28/2021 18:00:00	Wednesday	EMT CLASS	1
07/20/2021 16:00:00	07/20/2021 17:30:00	Tuesday	PROFICIENCY TESTING	2
07/29/2021 14:30:00	07/29/2021 16:00:00	Thursday	PUBLIC SERVICE EVENT	8
07/28/2021 17:45:00	07/28/2021 20:30:00	Wednesday	PUBLIC SERVICE EVENT	8
07/30/2021 10:00:00	07/30/2021 11:00:00	Friday	PROBATIONARY FIREFIGHTER TRAINING	2
07/17/2021 11:30:00	07/17/2021 13:00:00	Saturday	PROBATIONARY FIREFIGHTER	6

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
TRAINING				
07/04/2021 09:00:00	07/04/2021 10:45:00	Sunday	PUBLIC SERVICE EVENT	14
07/30/2021 18:00:00	07/30/2021 20:30:00	Friday	EQUIPMENT CHECKS #5	4
07/01/2021 09:41:09	07/31/2021 09:41:20	Thursday	CAPTAIN PAY	1
07/01/2021 09:43:37	07/31/2021 09:43:42	Thursday	EMS COORDINATOR	1
07/01/2021 09:47:46	07/31/2021 09:47:52	Thursday	EMS REPORT AUDIT	1
07/01/2021 09:48:59	07/31/2021 09:49:04	Thursday	OFFICER PAY LT.	5
07/01/2021 09:51:11	07/31/2021 09:51:16	Thursday	SERGEANT PAY	6
Activity/Training Event Type: Training				
07/19/2021 18:45:00	07/19/2021 20:45:00	Monday	PUMPING OPERATIONS	9
07/19/2021 18:45:00	07/19/2021 21:15:00	Monday	VEHICLE EXTRICATION	8
07/19/2021 18:45:00	07/19/2021 21:15:00	Monday	BUILDING TOURS	9

NFIRS Run Data Report - Day of Week

Basic Shift Or Platoon (FD1.30)	Number of Runs
Day of Week: 01 - Sunday	
	1
A - Shift 6P SUN / 6A FRI	3
C - Shift 6P FRI / 6P SUN	10
	Total: 14
Day of Week: 02 - Monday	
A - Shift 6P SUN / 6A FRI	6
B - Shift 6A MON / 6P FRI	7
	Total: 13
Day of Week: 03 - Tuesday	
A - Shift 6P SUN / 6A FRI	6
B - Shift 6A MON / 6P FRI	5
	Total: 11
Day of Week: 04 - Wednesday	
A - Shift 6P SUN / 6A FRI	3
B - Shift 6A MON / 6P FRI	9
	Total: 12
Day of Week: 05 - Thursday	
A - Shift 6P SUN / 6A FRI	9
B - Shift 6A MON / 6P FRI	8
	Total: 17
Day of Week: 06 - Friday	
A - Shift 6P SUN / 6A FRI	3
B - Shift 6A MON / 6P FRI	12
C - Shift 6P FRI / 6P SUN	4
	Total: 19
Day of Week: 07 - Saturday	
C - Shift 6P FRI / 6P SUN	17
	Total: 17
	Total: 103

AFD Incident Type Report "Percent"

Report Filters

Basic Incident Date Time: is between '7/1/2021' and '7/31/2021'

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	2.91%
118 - Trash or rubbish fire, contained	0.97%
132 - Road freight or transport vehicle fire	0.97%
138 - Off-road vehicle or heavy equipment fire	0.97%
Total: 5.83%	
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident	
311 - Medical assist, assist EMS crew	2.91%
321 - EMS call, excluding vehicle accident with injury	58.25%
322 - Motor vehicle accident with injuries	5.83%
324 - Motor vehicle accident with no injuries.	0.97%
Total: 67.96%	
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)	
412 - Gas leak (natural gas or LPG)	1.94%
424 - Carbon monoxide incident	0.97%
Total: 2.91%	
Incident Type Category (FD1.21): 5 - Service Call	
500 - Service call, other	0.97%
522 - Water or steam leak	0.97%
551 - Assist police or other governmental agency	0.97%
552 - Police matter	0.97%
Total: 3.88%	
Incident Type Category (FD1.21): 6 - Good Intent Call	
600 - Good intent call, other	0.97%
611 - Dispatched and cancelled en route	2.91%
6110 - Dispatched and cancelled en route (Medical)	1.94%
6111 - Dispatched and cancelled en route (Fire Alarm)	3.88%
622 - No incident found on arrival at dispatch address	0.97%
Total: 10.68%	
Incident Type Category (FD1.21): 7 - False Alarm & False Call	
7001 - Dispatch Error (Never Dispatched)	1.94%
711 - Municipal alarm system, malicious false alarm	0.97%
733 - Smoke detector activation due to malfunction	1.94%
735 - Alarm system sounded due to malfunction	1.94%
741 - Sprinkler activation, no fire - unintentional	0.97%
Total: 7.77%	
Incident Type Category (FD1.21): 9 - Special Incident Type	
900 - Special type of incident, other	0.97%
Total: 0.97%	
Total: 100.00%	

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						
21-0000634	17:04:05	B - Shift 6A MON / 6P FRI	111 - Building fire	Automatic aid given	Coopersville/Polkton Fire Dept.	
21-0000671	03:21:00	A - Shift 6P SUN / 6A FRI	111 - Building fire	Automatic aid given	Wright-Tallmadge Fire Dept	
21-0000677	10:20:41	B - Shift 6A MON / 6P FRI	111 - Building fire	Automatic aid given	Blendon Township Fire Dept	
21-0000618	21:09:43	A - Shift 6P SUN / 6A FRI	118 - Trash or rubbish fire, contained	None		
21-0000639	08:38:21	B - Shift 6A MON / 6P FRI	132 - Road freight or transport vehicle fire	Automatic aid given	Coopersville/Polkton Fire Dept.	
21-0000692	13:07:40	B - Shift 6A MON / 6P FRI	138 - Off-road vehicle or heavy equipment fire	None		
						Total: 0.00%
Count: 6						
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
21-0000617	20:24:52	A - Shift 6P SUN / 6A FRI	311 - Medical assist, assist EMS crew	None		
21-0000631	23:19:54	A - Shift 6P SUN / 6A FRI	311 - Medical assist, assist EMS crew	None		
21-0000707	03:14:21	C - Shift 6P FRI / 6P SUN	311 - Medical assist, assist EMS crew	None		
21-0000604	11:11:11	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000605	19:12:14	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000609	19:25:51	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000610	02:58:44	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000611	09:48:41	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000613	03:45:54	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000614	12:44:39	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000620	12:13:54	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000622	20:32:44	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000624	02:33:28	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000625	16:32:36	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000626	17:43:56	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000628	05:51:49	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000629	10:54:53	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000633	10:06:30	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000636	23:47:03	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000637	08:40:44	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000641	19:59:05	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000642	15:26:12	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000643	15:36:04	B - Shift 6A MON	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 FRI	vehicle accident with injury			
21-0000645	11:29:58	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000646	08:19:28	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000648	22:02:33	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000649	22:09:12	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000650	13:32:28	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000651	15:22:06	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000652	19:02:11	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000654	13:40:29	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000655	12:46:03	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000656	13:40:29	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000657	19:51:35	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000658	23:53:32	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000659	00:17:32	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000662	08:51:44	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000663	17:48:54	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000664	17:31:09	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000668	07:16:22	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000669	08:05:37	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000673	15:45:19	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000674	16:35:01	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000675	20:00:28	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000676	02:27:18	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000678	10:42:04	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000680	13:08:00	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000681	16:42:19	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000682	19:08:21	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000683	01:04:49	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000685	08:54:45	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000687	20:42:54	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000688	03:00:27	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
21-0000689	02:09:55	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
21-0000695	15:25:08	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000696	16:38:10	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000697	18:42:28	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000698	19:46:41	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000699	09:12:57	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000700	15:13:43	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000702	05:31:57	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000703	10:18:59	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000705	11:01:30	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
21-0000615	13:33:00	C - Shift 6P FRI / 6P SUN	322 - Motor vehicle accident with injuries	None		
21-0000627	18:02:15	A - Shift 6P SUN / 6A FRI	322 - Motor vehicle accident with injuries	None		
21-0000638	12:54:55		322 - Motor vehicle accident with injuries	None		
21-0000670	17:50:59	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
21-0000686	10:47:42	C - Shift 6P FRI / 6P SUN	322 - Motor vehicle accident with injuries	None		
21-0000694	18:15:33	A - Shift 6P SUN / 6A FRI	322 - Motor vehicle accident with injuries	None		
21-0000653	01:08:22	C - Shift 6P FRI / 6P SUN	324 - Motor vehicle accident with no injuries.	None		
Count: 70						Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
21-0000606	20:01:38	A - Shift 6P SUN / 6A FRI	412 - Gas leak (natural gas or LPG)	None		
21-0000647	12:01:33	B - Shift 6A MON / 6P FRI	412 - Gas leak (natural gas or LPG)	None		
21-0000632	09:19:14	B - Shift 6A MON / 6P FRI	424 - Carbon monoxide incident	None		
Count: 3						Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
21-0000679	12:29:59	B - Shift 6A MON / 6P FRI	500 - Service call, other	None		
21-0000635	22:15:58	C - Shift 6P FRI / 6P SUN	522 - Water or steam leak	None		
21-0000621	17:59:45	A - Shift 6P SUN / 6A FRI	551 - Assist police or other governmental agency	None		
21-0000684	04:34:13	C - Shift 6P FRI / 6P SUN	552 - Police matter	None		
Count: 4						Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
21-0000612	22:23:05	C - Shift 6P FRI / 6P SUN	600 - Good intent call, other	None		
21-0000693	17:42:00	B - Shift 6A MON / 6P FRI	611 - Dispatched and cancelled en route	None		
21-0000701	21:17:50	A - Shift 6P SUN / 6A FRI	611 - Dispatched and cancelled en route	Automatic aid given	Wright-Tallmadge Fire Dept	
21-0000706	18:36:56	C - Shift 6P FRI /	611 - Dispatched and	Automatic aid given	Wright-Tallmadge Fire Dept	

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	cancelled en route			
21-0000607	00:25:38	A - Shift 6P SUN / 6A FRI	6110 - Dispatched and cancelled en route (Medical)	None		
21-0000665	21:32:04	A - Shift 6P SUN / 6A FRI	6110 - Dispatched and cancelled en route (Medical)	None		
21-0000608	09:34:16	B - Shift 6A MON / 6P FRI	6111 - Dispatched and cancelled en route (Fire Alarm)	None		
21-0000630	11:16:05	B - Shift 6A MON / 6P FRI	6111 - Dispatched and cancelled en route (Fire Alarm)	None		
21-0000640	15:41:36	B - Shift 6A MON / 6P FRI	6111 - Dispatched and cancelled en route (Fire Alarm)	Automatic aid given	Georgetown Township	
21-0000690	09:28:53	B - Shift 6A MON / 6P FRI	6111 - Dispatched and cancelled en route (Fire Alarm)	None		
21-0000661	06:11:01	C - Shift 6P FRI / 6P SUN	622 - No incident found on arrival at dispatch address	None		
Count: 11						Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
21-0000623	20:31:17	A - Shift 6P SUN / 6A FRI	7001 - Dispatch Error (Never Dispatched)	None		
21-0000666	21:33:32	A - Shift 6P SUN / 6A FRI	7001 - Dispatch Error (Never Dispatched)	None		
21-0000660	01:35:24	C - Shift 6P FRI / 6P SUN	711 - Municipal alarm system, malicious false alarm	None		
21-0000619	19:29:04	A - Shift 6P SUN / 6A FRI	733 - Smoke detector activation due to malfunction	None		
21-0000704	02:08:45	A - Shift 6P SUN / 6A FRI	733 - Smoke detector activation due to malfunction	None		
21-0000644	09:04:31	B - Shift 6A MON / 6P FRI	735 - Alarm system sounded due to malfunction	None		
21-0000667	00:15:58	A - Shift 6P SUN / 6A FRI	735 - Alarm system sounded due to malfunction	None		
21-0000691	10:24:24	B - Shift 6A MON / 6P FRI	741 - Sprinkler activation, no fire - unintentional	None		
Count: 8						Total: 0.00%
Incident Type Category (FD1.21): 9 - Special Incident Type						
21-0000616	20:21:24	A - Shift 6P SUN / 6A FRI	900 - Special type of incident, other	None		
Count: 1						Total: 0.00%
Count: 103						Total: 0.00%

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	3
02:00:00 - 02:59:59	5
03:00:00 - 03:59:59	4
04:00:00 - 04:59:59	1
05:00:00 - 05:59:59	2
06:00:00 - 06:59:59	1
07:00:00 - 07:59:59	1
08:00:00 - 08:59:59	6
09:00:00 - 09:59:59	6
10:00:00 - 10:59:59	7
11:00:00 - 11:59:59	4
12:00:00 - 12:59:59	6
13:00:00 - 13:59:59	6
15:00:00 - 15:59:59	7
16:00:00 - 16:59:59	4
17:00:00 - 17:59:59	7
18:00:00 - 18:59:59	4
19:00:00 - 19:59:59	8
20:00:00 - 20:59:59	7
21:00:00 - 21:59:59	4
22:00:00 - 22:59:59	4
23:00:00 - 23:59:59	3
Total: 103	

ORDINANCE NO. 2021 - 02

EMERGENCY SERVICES COST RECOVERY ORDINANCE

An ordinance to protect the public health, safety, and general welfare of persons and property within Allendale Charter Township, Ottawa County, through the assessment and recovery of the expenses incurred in providing emergency assistance for fire services, to repeal any conflicting ordinances or parts of ordinances, and to provide an effective date of this ordinance.

THE CHARTER TOWNSHIP OF ALLENDALE , COUNTY OF OTTAWA, AND
STATE OF MICHIGAN, ORDAINS AS FOLLOWS.

Section 1. Name. This Ordinance shall be known as the Allendale Charter Township Emergency Services Cost Recovery Ordinance.

Section 2. Purpose. This Ordinance is adopted to enable the Fire Department to bill for and collect cost recovery charges from Responsible Parties. It is the further purpose of the Ordinance to provide for funding of the Fire Department's fire protection and other emergency services which remain, in part, an at-large governmental expense based upon the general benefits derived by all those who live within or visit the Township.

Section 3. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) *Township* means Allendale Charter Township, Ottawa County, Michigan.
- (b) *Assessable Costs* means the costs incurred by the Township including, but not limited to, the actual labor and material costs to the Township (including, without limitation, employee wages, workers' compensation benefits, overtime, cost of equipment operation, materials, excavation, transportation, disposal, costs of any contracted labor or materials, and any and all other costs, whether or not such services are provided by the Township or by a third party independent contractor on behalf of the Township, service charges or interest, attorneys' fees, litigation cost, and any cost, charges, fines, or penalties to the Township imposed by any local, state, or federal governmental entities.
- (c) *Call* means any request for service requiring the dispatch of the Fire Department's fire apparatus and/or personnel.
- (d) *Excessive Request for Emergency Assistance* means any request for emergency assistance (e.g. emergency medical assistance, public safety, police or sheriff services, or fire department services made for a particular location or commercial entity if that location or commercial entity has requested emergency assistance, of any type, more than five times in the preceding twelve (12) months.

- (e) *False Alarm* means any device, automated or manual, that is designed to request or summon emergency assistance or emergency service personnel, including, but not limited to, fire, emergency medical, and public safety personnel, which device is activated, intentionally or otherwise, in the absence of an actual need for emergency assistance. The determination that there was no actual need for emergency assistance shall be made by the most senior emergency service person responding to a False Alarm.
- (f) *Fire Department* means the Allendale Charter Township Fire Department.
- (g) *Fire Department Response* means coming to the scene of a fire, spill, traffic, vehicular accident, hazardous condition, investigation in connection with a fire, spill, accident or hazardous condition.
- (h) *Hazardous Materials* means those elements, substances, wastes, or by products thereof, including, but not limited to, petroleum products, automotive anti-freeze, polychlorinated biphenyl's, and asbestos, which are contained in the list of hazardous substances adopted by the United States Environment Protection Agency (the EPA) or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable, combustible, explosive, or radioactive by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereinafter in effect including without limitation: Michigan Act 307, as amended, MCLA 299.601 et seq.; The Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Ss9601 et seq.; The Federal Toxic Substance Control Act, as amended, 15 U.S.C. ss2601 et seq.; The Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. ss6901 et seq.; The Federal Hazardous Material Transportation Act, as amended; The Federal Clean Air Act, as amended; The Federal Water Pollution Control Act, as amended; any other similar or successor statute, law, or rules and regulations of the EPA, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction (collectively, the "Environmental Laws").
- (i) *Motor Vehicle* means any self-propelled or towed vehicle designed or used on the public highways to transport passengers or property as defined in section 79 of Public Act No. 300 of 1949 (MCL 257.79), which is required to be registered for use upon the public streets and highways of this state under Public Act No. 300 of 1949 (MCL 257.1 et seq.). For the purposes of this Ordinance, the term "Motor Vehicle" includes those vehicles owned by the government of the United States and any and all trailers or appurtenances to any Motor Vehicle.
- (j) *Motor Vehicle Accident* means any collision or contact involving one or more Motor Vehicles within the public right-of-way or on private property which results in any damage to the Motor Vehicles involved or other real property.

- (k) *Motor Vehicle Fire* means any instance in which a Motor Vehicle is destroyed by or suffers any damage as a result of a fire.
- (l) *Release* means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment, including, but not limited to, the air, soil, groundwater, and surface water.
- (m) *Responsible Party*:
 - (1) In connection with a Release of hazardous materials means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for a Release of hazardous materials, either actual or threatened, or any owner, tenant, occupant, or party in control of property, real or personal, onto which or from which hazardous materials Release, and the heirs, estates, assigns, or successors thereto.
 - (2) In connection with a failure of a Utility Line means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the maintenance or failure of the Utility Line, and the heirs, estates, assigns, or successors thereto.
 - (3) In connection with a Motor Vehicle Accident or Motor Vehicle Fire means the registered owner, the operator of the Motor Vehicle at the time of the Motor Vehicle Accident or Motor Vehicle Fire if different from the registered owner of the Motor Vehicle, and any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the Motor Vehicle Accident or the Motor Vehicle Fire, and the heirs, estates, assigns or successors thereto.
 - (4) In connection with a fire means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the fire, the real property on which the fire occurred, or the object which was damaged or destroyed by the fire, and the heirs, estates, assigns, or successors thereto.
 - (5) In connection with a Water Rescue Attempt means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity responsible, in whole or in part, for the situation which necessitated the Water Rescue Attempt, and the heirs, estates, assigns, or successors thereto.
 - (6) In connection with excessive request for emergency assistance means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity that is

responsible, in whole or in part, for the excessive requests for emergency assistance or for the real property, location, or commercial entity to which emergency service personnel are summoned pursuant to the excessive request for emergency assistance, and the heirs, estates, assigns or successors thereto.

- (7) In connection with a False Alarm means the individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any other legal entity that is responsible, in whole or in part, for the False Alarm or for the real property, location, or commercial entity to which emergency service personnel are summoned pursuant to the False Alarm, and the heirs, estates, assigns, or successors thereto.
- (n) *Structure* means anything constructed or erected which has a permanent location on the ground or is attached to something having such location.
- (o) *Utility Lines* means any transmission or service line, cable, conduit, pipeline, wire, main, or the like used in any way to provide, collect, or transport electricity, natural gas, water, sewage, or communication or electronic signals (including, but not limited to, telephone, computer and cable television and stereo signals or electronic impulses).
- (p) *Water Rescue Attempt* means any emergency response in connection with any emergency, or perceived emergency, on, near or caused by a body of water naturally open to the atmosphere, including, without limitation, rivers, lakes, streams, impoundments, estuaries, springs, wells, or other collectors of water (including a wetland, as that term is defined by Part 303 of Public Act No. 451 of 1994 (MCL 324.30301 et seq.), and including an inland lake or stream, as those terms are defined in Act No. 451).

Section 4. Assessment of Cost.

- (a) All Assessable Costs associated with any of the actions or services described in subsections 1 through 9 below which Assessable Costs are incurred by the Township may be jointly and severally assessed to any or all Responsible Parties:
 - (1) Costs incurred to halt, abate, remediate or remedy any release of any hazardous materials and liabilities resulting therefrom;
 - (2) Extraordinary costs (fire extinguishers, foam, etc.) incurred to extinguish or fight any fire in or at a structure, any demolition cost if the structure must be demolished to protect the public safety following the fire, and any liabilities resulting therefrom;
 - (3) Any Fire Department response to a fire started by a property owner or person, such as a controlled burn, fire or open burning, which becomes uncontrolled;
 - (4) Any Fire Department response to any open burning for which the Fire Department has been called to assist by the person or property owner starting or attending to

it, whether or not the fire becomes uncontrolled after two (2) warnings with no permit issued;

- (5) Costs incurred in connection with a utility line failure and any liabilities resulting therefrom;
 - (6) Costs incurred in connection with any water rescue attempt and any liabilities resulting therefrom;
 - (7) Extraordinary costs (foam, fire extinguishers, extrication, etc.) associated with motor vehicle accident or motor vehicle fire and any liabilities resulting therefrom;
 - (8) Costs associated with the excessive requests for emergency assistance and any liabilities resulting therefrom; and
 - (9) Costs associated with false alarm and any liabilities resulting therefrom after.
- (b) Any Assessable Costs, including litigation expenses, which become known to the Township following the transmittal of a statement to the Responsible Party pursuant to this ordinance, shall be billed in the same manner on a subsequent statement to the Responsible Party.
- (c) The Township Treasurer or the treasurer's designee shall certify to the Township Supervisor and Fire Chief the total Assessable Costs incurred by the Township. The Township Supervisor and Fire Chief shall then decide whether to assess any, all, or part of the costs against any of the Responsible Parties, the Township Supervisor and Fire Chief shall consider the following factors:
- (1) The total cost incurred by the Township, including, but not limited to, materials, equipment, manpower, administration, assistance from other sources, etc.;
 - (2) The risks to the Township, its residents, their property, or any other people or property which results from the situation which caused the Township to incur Assessable Costs;
 - (3) Any injuries or damage to people or property which resulted from the situation which caused the Township to incur Assessable Costs;
 - (4) Whether the situation which caused the Township to incur Assessable Costs necessitated an evacuation;
 - (5) Whether the situation which caused the Township to incur Assessable Costs resulted in damage to the environment;
 - (6) Any other factors deemed relevant by the Township Board.

- (d) The Township Supervisor and Fire Chief may, after consideration of the factors listed in subsection 3(c) above, allocate the cost among and between the Responsible Parties. Any cost not allocated among or between parties shall be a joint and several liability of each Responsible Party assessed costs pursuant to section 3(c) regardless of whether that Responsible Party has any other legal liability therefor apart from this ordinance, and regardless of whether such person is at fault.
- (e) The Township Supervisor and Fire Chief shall direct the Township Clerk to send a statement of cost assessed pursuant to this ordinance to all Responsible Parties so assessed. Such statement shall be dated and sent first class U.S. Mail, postage prepaid, to the last known address of each Responsible Party.
- (f) The Township may charge any cost assessed pursuant to the ordinance to the insurer of any Responsible Party. The submission of an invoice for the assessed cost to an insurer, does not in any limit or extinguish the liability of a Responsible Party for the cost assessed pursuant to this ordinance until such time as the assessed cost or damages are paid in full.
- (g) If the Township Board decides not to assess all or part of its costs against a Responsible Party, such decision shall not, in any way extinguish or limit a reasonable persons liability to other parties for any cost or damages, of any kind, arising from the release.

Section 5. Cost Recovery Charges. The Township Board may establish, from time to time, by Resolution charges due and payable to the Township from the recipient of specified fire protection or other emergency services.

Section 6. Failure to Pay; Procedure to Recover.

The Fire Department may waive or pursue in civil court any unpaid Cost Recovery Charges, subject to the approval of the Township.

Section 7. Non-Exclusive Charge. The rates and charges that may be established by Resolution are not the only charges that may be made for the costs and expenses of providing fire protection and other emergency services. Charges may additionally be collected by the Township through general taxation after a vote of the electorate approving the same or by a special assessment established under the applicable Michigan statutes. General fund appropriations may also be made to cover such additional costs and expenses of providing fire protection and other emergency services.

Section 8. Exemption. No charges shall be made against the Township in connection with any responses or investigations. If the incidents requiring charges occur on property owned, maintained or used by the Township, charges may be made against persons who may be determined responsible for the incident, except Township officers, employees or volunteers.

Section 9. Notice and Right to Appear Provisions.

- (a) Any Responsible Party who receives a statement of costs assessed pursuant to this ordinance shall be given the opportunity to appear before the Township Board to request a modification of the assessed costs. Any Responsible Party who desires to appear before the Township Board shall file a written request to appear with the Township Clerk within fourteen (14) calendar days of the date of the statement of Assessable Costs. The Responsible Party will be placed on the agenda of the next regularly scheduled or special Township Board meeting, which meeting is at least fourteen (14) calendar days after the date on which the Responsible Party files with the Township Clerk its request to appear. Any filed request to appear shall specifically identify and explain all reasons why the Responsible Party believes the costs assessed pursuant to this ordinance should be modified. Any reason, basis or argument for the modification of the Assessable Costs not set forth in the written request to appear shall be deemed waived by the Responsible Party. Failure to file a written request to appear within fourteen (14) days of the date of the statement of Assessable Costs shall constitute a waiver of the Responsible Party's right to appear before the Township Board and the Responsible Party's agreement to pay the Assessable Costs.
- (b) At the Township Board meeting, the Responsible Party shall have the opportunity to address the Township Board regarding its written request that the Township Board modify the Assessable Costs. The Responsible Party shall be limited, in its address to the Township Board, to those reasons and bases set forth in the Responsible Party's written request to appear. The Township Supervisor shall have the opportunity to address the Township Board to explain the process by which the Assessable Costs were determined and allocated. The Township Board, after hearing the Responsible Party and the Township Supervisor, shall review the Assessable Costs and make the final determination regarding the costs assessed to the Responsible Party. The Township Board shall pass a resolution detailing its final determination regarding the Assessable Costs. Upon passage of the resolution of the Township Board, there shall be no further modification of the Assessable Costs by the Township. The Assessable Costs, as set forth in the Township Board's resolution, shall be due and payable thirty (30) days of the date of the resolution the Township shall have available to it all remedies available under Section 10 below.

Section 10. Failure to Pay: Procedure to Recover. The Township may pursue any Responsible Party under either subparagraph (a) or subparagraph (b) below, or both, without limitation as allowed by law.

- (a) All costs assessed pursuant to this ordinance shall be paid in full thirty (30) calendar days of the date of the statement therefore, unless otherwise approved in writing by the Township Supervisor or an authorized representative of the Township Supervisor. Any Responsible Party who fails to pay the cost assessed pursuant to this ordinance within thirty (30) calendar days of the date of the statement therefore shall be considered in default. In the case of default, the Township Board may authorize the Township Attorney to commence a civil action to recover the cost, plus a late payment penalty of

one percent (1%) per month or part of a month during which costs remain unpaid, together with its attorneys' fees and any other cost allowed by law.

- (b) In cases where services have been rendered to a property or property owner, the charges shall constitute a lien on the said property, including both real and personal property. If not paid within thirty (30) days after the same is due, the Township Treasurer shall, prior to September 1 of each year certify to the tax assessing officer of the Township the facts of such delinquency, whereupon the assessor shall enter the delinquent amount on the next general tax roll as a charge against the property, and the liens thereupon shall be enforced in the same manner as provided by and allowed by law for delinquent and unpaid taxes.

Section 11. Severability. If any provision or part of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the balance of the ordinance is not affected and remains in full force and effect.

Section 12. Administrative Liability. No officer, agent, or employee of the Township or a member of the Township Board shall be rendered liable for any damage that may occur to any person as a result of any act, decision or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this ordinance.

Section 13. Effective Date. This ordinance was approved and adopted by the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, on _____, after introduction and a first reading on _____, and publication after first reading as required by Act 359 of the Michigan Public Acts of 1947, as amended. This Ordinance shall be effective on _____.

Adam Elenbaas, Township Supervisor

Jody Hansen, Township Clerk

CERTIFICATE

I, Jody Hansen, the Clerk for the Charter Township of Allendale, Ottawa County, Michigan, certify that the foregoing Emergency Services Cost Recovery Ordinance was adopted at a regular meeting of the Township Board held on _____, 2021. The following members of the Township Board were present at that meeting:

_____.

The following members of the Township Board were absent: _____

_____. The Ordinance was adopted by the Township Board with members of the Board _____

_____ voting in favor and members of the Board

_____ voting in opposition. The Ordinance

or a summary of the Ordinance was published in the _____ on

_____, 2021. A certified copy of the Ordinance was sent to the Ottawa County Clerk,

by first-class mail with postage pre-paid on _____, 2021.

Jody Hansen, Clerk
Allendale Charter Township

RESOLUTION 2021-19

**A RESOLUTION ESTABLISHING THE CHARGES PURSUANT
TO ORDINANCE NO. 2021-02**

At a regular meeting of the Township Board of the Charter Township of Allendale, Ottawa County, Michigan, held at the Township Hall at 6676 Lake Michigan Drive, Allendale Charter Township, Ottawa County, Michigan, on _____, 2021, at 6:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The Township Supervisor advised the Township Board that the next order of business was a consideration of a resolution to establish the charges pursuant to Ordinance No. 2021-02. After discussion the following resolution was offered by _____ and supported by _____:

RESOLUTION 2021-19

WHEREAS, the Allendale Charter Township Board of Trustees has determined that it is in the best interests of the citizens and residents of Allendale Charter Township to have charges for Fire Department services assessed against those parties receiving specific benefits from said services; and

WHEREAS, tax dollars currently collected by the Township support the costs of certain emergency services of the Township provided to the residents and also provided to non-residents who receive benefits and services herein; and

WHEREAS, Ordinance No. 2021-02 of Allendale Charter Township establishes that charges for Fire Department services may be set forth by resolution of the Township Board.

NOW, THEREFORE BE IT RESOLVED, by the Board of the Charter Township of Allendale, Ottawa County, Michigan as follows:

1. Charges for Services:

The following charges shall be due and owing to the Township for any services provided by the Township as set forth in Ordinance No. 2021-02.

- (A) The charges for services provided under Allendale Charter Township Ordinance No. 2021-02 shall be the actual cost incurred, which shall include and not be limited to actual wages for personnel and hourly fees

for equipment based on the current Allendale Fire Department Equipment Rate fee as set forth in section two (2) of this Resolution.

- (B) Charges for services provided under Allendale Charter Township Ordinance shall be the actual cost and wages incurred by the Township or a supporting agency.
- (C) The charges for administrative report copies shall be \$1.00 per page.
- (D) Rates for false alarms will be as follows:
 - 1. False fire alarm caused by onsite alarm contractor employee, false fire alarm caused by an alarm contractor employee testing or repairing the system where no notification was made to the dispatch center informing they were working on the system: \$100 fee.
 - 2. 1st calendar year false fire alarm. Documented 1st false fire alarm for the calendar year: No fee.
 - 3. 2nd calendar year false fire alarm. Documented 2nd false fire alarm for the calendar year: No fee.
 - 4. 3rd calendar year false fire alarm. Documented 3rd false fire alarm for the calendar year: \$250 fee.
 - 5. 4th calendar year false fire alarm. Documented 4th false fire alarm for the calendar year: \$300 fee.
 - 6. 5th calendar year false fire alarm. Documented 5th false fire alarm for the calendar year: \$350 fee.
- (E) Any request for emergency assistance (e.g. emergency medical assistance, public safety, police or sheriff services, or Fire Department services) made for a particular location or commercial entity if that location or commercial entity has requested emergency assistance, of any type, more than five times in a calendar year January 1 – December 31 of any year, shall be the actual cost incurred, which shall include and not limited to actual wages for personnel and hourly fees for equipment based on the current Allendale Fire Department Equipment Rate Schedule.

2. Equipment Rate Fee:

The rate for any single piece of equipment, apparatus or apparatus with equipment shall be determined by taking the total cost of the equipment, apparatus or combination of both, when new and multiplying .75 cents per \$1,000.00 in value.

3. Severability:

If any part of this Resolution is declared by any court to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof other than the part declared by the court to be invalid, and the balance of this Resolution shall remain in full force and effect.

4. Appeals:

Any person, agency, firm, entity, or party which disagrees with the billings or charges received for the response or condition involved shall have the right to appeal to the Township Board within fourteen (14) days following the date of billing, whose decision regarding said billing or charge shall be final. After an appeal and decision by the Township Board, payment will be required with thirty (30) days following the final decision by the Board.

5. Effective Date:

This Resolution shall take immediate effect, the following date following its passage and approval by the Township Board.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

Dated: _____

Jody Hansen, Township Clerk



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received 7-19-2021

Application No: _____

State: _____

Date Received _____

Application No: _____

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: H. WALCOTT FAMILY FARMS

Last

First

Initial

(If more than two see #15)

Last

First

Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married

☐ Single

2. Mailing Address: PO BOX 56 ALLENDALE MICHIGAN 49401-0056
Street City State Zip Code

3. Telephone Number: (Area Code) (616) 437-9155

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () _____

5. E-mail address: RBECKMAN@WALCOTTELEVATOR.COM

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: OTTAWA 7. Township, City or Village: ALLENDALE

8. Section No. 19 Town No. 7 N Range No. 14 W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant:
Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☒ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: CURTIS WALCOTT Title: PARTNER

Name: JILL WALCOTT Title: PARTNER

Name: ANNE WALCOTT BEEKMAN Title: PARTNER

Name: HAROLD WALCOTT TRUST Title: PARTNER

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

POULTRY

b. Total number of acres on this farm 47.4

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 46.3884

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) 1.0115

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature) of Applicant

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

____ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

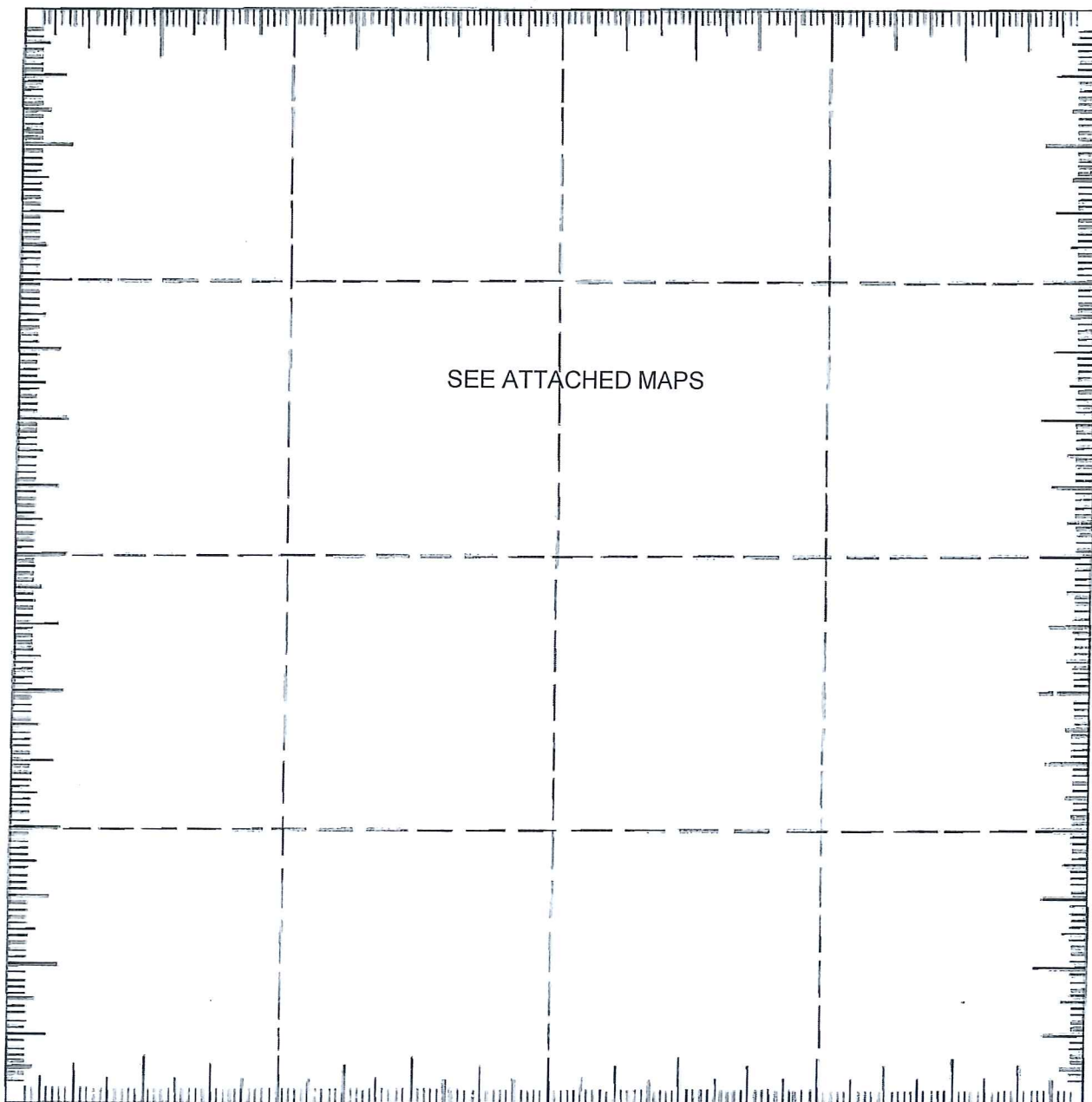
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County OTTAWA

Township ALLENDALE

T 7N R 14W Section 19

↑ North





Ottawa County
County of all peoples & cultures

70-09-19-300-018

46.97 ACRES TILLABLE
0.43 ACRES NON-TILLABLE



1:7,018



1,169.7 0 584.83 1,169.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

□ Parcels_

Notes

Parcel: 70-09-19-300-018

Property Address

11373 92ND AVE
ALLENDALE, MI 49401

Owner and Taxpayer Information

Owner	WALCOTT PROPERTIES P O BOX 56 ALLENDALE, MI 49401-0056	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

Legal Description

S 1/2 OF N 1/2 OF SW 1/4 AND N 1/2 OF SE 1/4 OF SW 1/4 EXC N 834.84 FT OF E 834.84 FT, ALSO W 33 FT. SEC 19 T7N R14W

General Information for 2020 Winter Taxes

School District	70040	PRE/MBT	100.0000%
Taxable Value	\$45,199	S.E.V.	\$193,500
Property Class	102 - AGRICULTURAL-VACANT	Assessed Value	\$193,500
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	00003856
Last Payment Date	01/29/2021	Number of Payments	1
Due Date	02/16/2021		
Base Tax	\$193.16	Base Paid	\$193.16
Admin Fees	\$1.93	Admin Fees Paid	\$1.93
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$195.09	Total Paid	\$195.09
Renaissance Zone	0	Mortgage Code	<i>No Data to Display</i>

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
COUNTY E-911	0.428800	\$19.38	\$19.38
COUNTY PARKS	0.323300	\$14.61	\$14.61
ALLDL TWP OPER	2.742200	\$123.94	\$123.94
COUNTY ROADS	0.487300	\$22.02	\$22.02
COUNTY CMH	0.292300	\$13.21	\$13.21
ALLENDL SCH OPER	0.000000	\$0.00	\$0.00
Admin Fees		\$1.93	\$1.93
Interest Fees		\$0.00	\$0.00
	4.273900	\$195.09	\$195.09

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

RECORDED

Quit-Claim Deed

DO NOT PUBLISH

95 DEC 26 AM 11:21

THIS INDENTURE, made this 24th day of OCTOBER, 1996,

[Signature]
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

WITNESSETH, That WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of Russell Walcott, Faith Walcott, Harold Walcott and Beverly Walcott, and its successors, and WALCOTT PROPERTIES, a Michigan Co-Partnership, comprised of Russell Walcott as Trustee of THE RUSSELL WALCOTT TRUST, Faith Walcott as Trustee of THE FAITH WALCOTT TRUST, Harold Walcott as Trustee of THE HAROLD WALCOTT TRUST and Beverly Kay Walcott as Trustee of THE BEVERLY KAY WALCOTT TRUST, all under Declarations of Trust dated December 29, 1994, c/o 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of HAROLD WALCOTT as Trustee of THE HAROLD WALCOTT TRUST and BEVERLY KAY WALCOTT as Trustee of THE BEVERLY KAY WALCOTT TRUST, under Declarations of Trust dated December 29, 1994 of c/o 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

\$ 15.00
 MORTGAGE

Farm Credit Services
 PO Box 22067
 Lansing 48909

Beverly Kay Walcott
Beverly Kay Walcott

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, as individuals.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission expires: 1/22/2001

WALCOTT PROPERTIES

Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

)
)
)
)
)
)
Russell Walcott
Russell Walcott, Partner
Faith Walcott
Faith Walcott, Partner
Harold Walcott
Harold Walcott, Partner
Beverly Kay Walcott
Beverly Kay Walcott, Partner

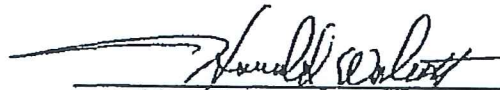
STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, partners, on behalf of Walcott Properties, a Michigan Co-partnership.

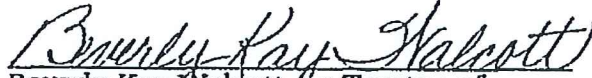
GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

)
)
)
)
)
)
Russell Walcott
Russell Walcott, as Trustee of THE
RUSSELL WALCOTT TRUST
Faith Walcott
Faith Walcott, as Trustee of THE
FAITH WALCOTT TRUST



Harold Walcott, as Trustee of THE
HAROLD WALCOTT TRUST



Beverly Kay Walcott, as Trustee of
THE BEVERLY KAY WALCOTT TRUST

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, as Trustee of THE RUSSELL WALCOTT TRUST, FAITH WALCOTT, as Trustee of THE FAITH WALCOTT TRUST, HAROLD WALCOTT, as Trustee of THE HAROLD WALCOTT TRUST, and BEVERLY KAY WALCOTT, as Trustee of THE BEVERLY KAY WALCOTT, all under Declarations of Trust dated December 29, 1994, as partners of Walcott Properties, a Michigan Co-partnership, on behalf of Walcott Properties, a Michigan Co-Partnership.



George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

PREPARED BY:
ROPER BAUER, P.C.
Attorneys at Law
246 River Avenue
Holland, MI 49423
(616) 396-3521

**ARTICLES OF ORGANIZATION
AND CERTIFICATE OF CONVERSION FOR
H. WALCOTT FAMILY FARMS, LLC**

**The document shall be effective on the date it is filed with the Michigan
Department of Licensing and Regulatory Affairs, Bureau of Commercial Services.**

Pursuant to the provisions of Michigan Limited Liability Company Act, being Act 23, Public Acts of 1993 (referred to as the "Act"), the undersigned executes the following Articles of Organization:

ARTICLE I: The name of the Limited Liability Company is: H. WALCOTT FAMILY FARMS, LLC.

ARTICLE II: The Limited Liability Company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

ARTICLE III: The term of existence of the Limited Liability Company shall be perpetual, unless the Limited Liability Company is sooner terminated by the occurrence of an event set forth in the Operating Agreement.

ARTICLE IV: The street address of the registered office is 11301 Valley View, Allendale, Michigan 49401. The mailing address of the registered office is Post Office Box 56, Allendale, Michigan 49401. The name of the resident agent at the registered office is Harold J. Walcott.

ARTICLE V: The Members will have management authority over the business of the Limited Liability Company, and will have all powers necessary or advisable to carry out the business of the Company. The Members may also appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Members may delegate to any such person (who may be designated as an officer of the Company) such authority to act on behalf of the Company as the Members may deem appropriate.

ARTICLE VI: The membership interests of the Members are evidenced by Certificates of Membership.

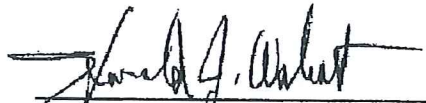
ARTICLE VII: The Members shall have the right to admit additional Members to the Limited Liability Company, by the vote of the Members in accordance with the terms and conditions of the

Operating Agreement of the Limited Liability Company.

ARTICLE VIII: A Member may assign their membership interest in the Company in whole or in part as provided in the operating agreement. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company, to vote as a Member, to exercise the rights and powers, and be liable for the obligations and duties of, a Member, or otherwise to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions and the share of the Company's net profits, net losses, and other items of income, gain, loss, deduction and credit to which the assigning Member would otherwise be entitled.

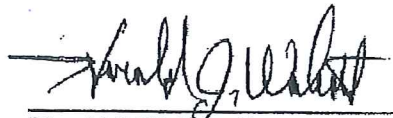
ARTICLE IX: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company. In addition, the liability of the Members for breach of any duty is limited to the fullest extent permitted by Article 4 of the Act.

Executed on October 19, 2012.


Harold J. Walcott, Member

CERTIFICATE OF CONVERSION

I hereby certify that the name of the general partnership is WALCOTT PROPERTIES. The partnership was formed in Ottawa County, Michigan, on 10-19-12. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the partnership is converted to a limited liability company as set forth in the Articles of Organization above.


Harold J. Walcott, Partner

Return to:

John P. Tamboer
Law Offices of John Tamboer, PLC
5088 Corporate Exchange Blvd., Suite 220
Grand Rapids, Michigan 49512
Tel: (866) 230-4200
Fax: (866) 921-9287

Walcott Properties
Partnership Agreement and Plan of Conversion

This Plan of Conversion (the "Plan") is established pursuant to the laws of the State of Michigan with respect to the conversion of Walcott Properties, a Michigan general partnership (the "Converting Entity") into H. Walcott Family Farms, LLC, a Michigan Limited Liability Company (the "Company").

1. The Converting Entity is a general partnership, organized under the laws of the State of Michigan. The mailing address of the Converting Entity is Post Office Box 56, Allendale, Michigan 49301.
2. The Company will be a limited liability company, organized under the laws of the State of Michigan. The address of the Company is Post Office Box 56, Allendale, Michigan 49301. The principal place of business of the Company is Allendale, Michigan.
3. The Converting Entity shall be converted into the Company (the "Conversion") by the filing of a certificate of conversion or similar document (the "Certificate of Conversion") with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. The Certificate of Conversion shall comply with the requirements of the Michigan Limited Liability Company Act, and the Company shall file any and all formation documents required to be filed under that statute.
4. Each general partner of the Converting Entity shall be and become a member of the Company immediately upon Conversion.
5. Immediately upon Conversion, Harold J. Walcott's general partnership interest in the Converting Entity shall be converted into 5000 Class B Membership Units in the Company, and the Harold Walcott Trust's general partnership interest shall be converted to 100 Class A Membership Units and 4900 Class B Membership Units in the Company.
6. The Conversion shall be effective on the filing of the Certificate of Conversion and any formation documents required to be filed under the laws of the State of Michigan, unless a subsequent effective date is specified in the Certificate of Conversion.
7. The affairs of the Company shall henceforth be governed by the Michigan Limited Liability Company Act.
8. The organizational documents of the Company have been reviewed by the general partners of the Converting Entity, and are incorporated into this Plan by reference.

Walcott Properties Partnership Agreement and Plan of Conversion

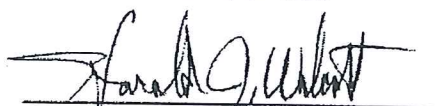
9. The last audited financial statement of the Converting Entity is attached hereto as Exhibit (A). Assets of the Converting Entity are set forth in the Notes to Financial Statements of Exhibit (A). A supplemental list of property, buildings, equipment, and notes receivable owned by the Converting Entity is set forth in Exhibit (B).

10. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the general partners of the Converting Entity intend that all property and rights of the Converting Entity, including, but not limited to, the equipment, real estate, tangible property, and intangible property set forth in Exhibits (A) and (B), shall be and remain irrevocably vested in the Company. The general partners further acknowledge and understand that all liabilities of the Converting Entity continue as liabilities of the Company, and that an action or proceeding pending against the Converting Entity may be continued as if the Plan had not occurred. The liability, if any, of the general partners of the Converting Entity for acts or omissions that occurred before this Plan are not affected.

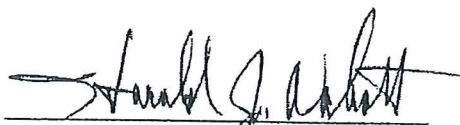
11. The general partners have discussed the reasons for the Conversion with counsel, including limiting their personal liability for obligations of the Converting Entity, the opportunity to ensure the continuing viability of the Company by adding new members, and providing for a smooth transition of ownership and management within the Company. The conversion to a limited liability company provides greater flexibility to achieve each of these objectives.

12. Now therefore, this Plan is executed and adopted by the partners of the Converting Entity on October 19, 2012.

WALCOTT PROPERTIES



By: Harold J. Walcott
Its: Partner



By: Harold J. Walcott, Trustee of the
Harold Walcott Trust
Its: Partner

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: CURTIS WALCOTT Title: MEMBER

Name: JILL WALCOTT Title: MEMBER

Name: ANNE WALCOTT BEEKMAN Title: MEMBER

Name: HAROLD WALCOTT TRUST Title: MEMBER

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

POULTRY AND CASH CROPS

b. Total number of acres on this farm 76.6

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 42.23

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 33.83

f. All other acres (swamp, woods, etc.) 54

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 19 Residence: 1 Barn: 7 Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: 11 Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$_____ is the current fair market value of the real property in this application.

II. Please verify the following:

_____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

_____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

_____ County or Regional Planning Commission

_____ Conservation District

_____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

_____ Copy of Deed or Land Contract (most recent showing current ownership)

_____ Copy of most recent Tax Bill (must include tax description of property)

_____ Map of Farm

_____ Copy of most recent appraisal record

_____ Copy of letters from review agencies (if available)

_____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

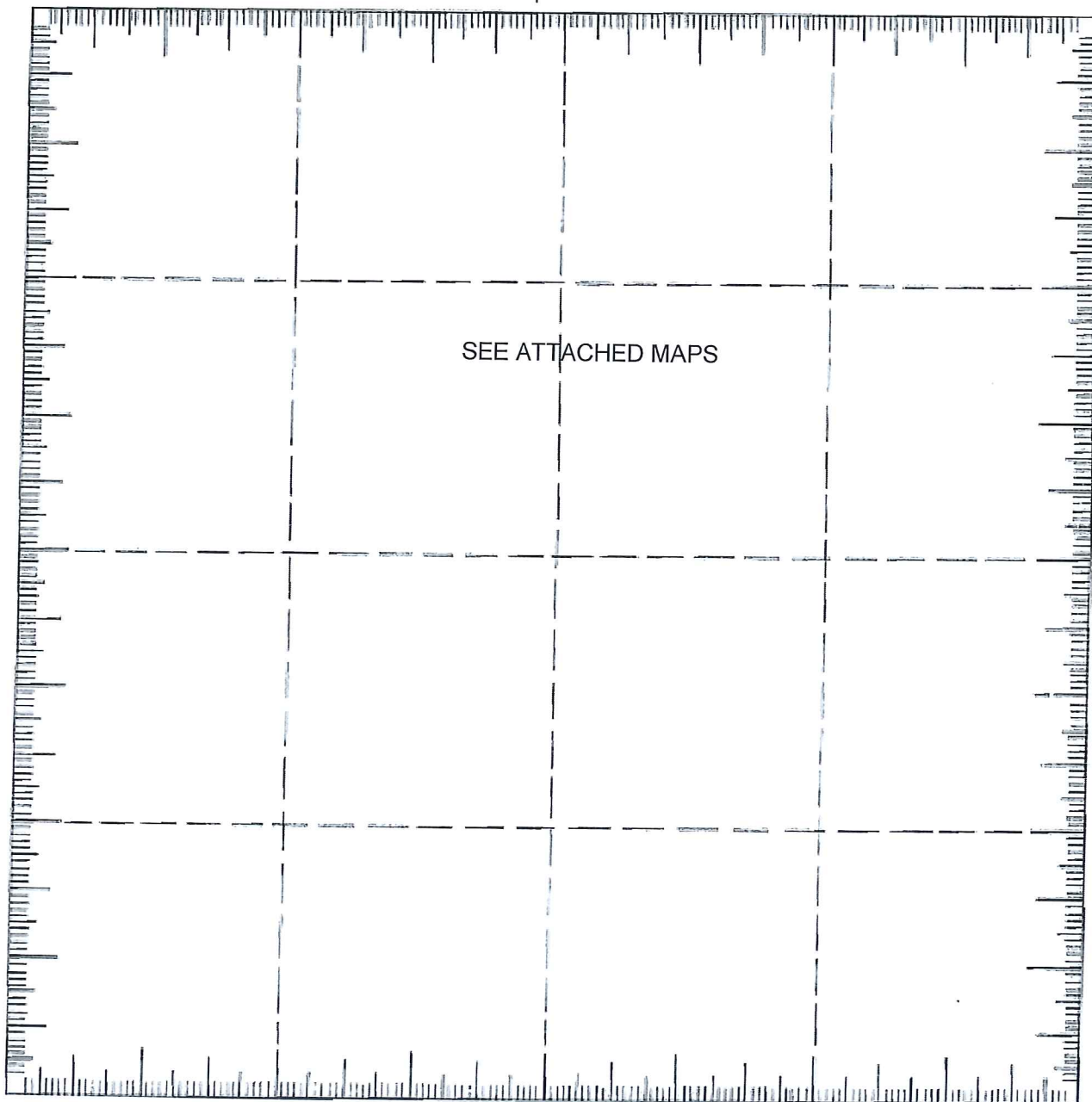
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County OTTAWA

Township ALLENDALE

T 7 N R 14 W Section 20

↑ North





Ottawa County
Geospatial Insights & Solutions

70-09-20-100-013

Total Acres Agricultural : 76.06
Swamp / Woods / Etc : .54



Legend

Sales This Year

Property

Condo

Real Parcel ID: Last Six Numb

Parcels_

Intersection Points 18000

Street Centerlines 18000

Freeway

Freeway Ramp

Notes

1:9,028



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

0.2 Miles 0 0.11

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

Parcel: 70-09-20-100-013**Property Address**

11860 88TH AVE
ALLENDALE, MI 49401

Owner and Taxpayer Information

Owner	WALCOTT PROPERTIES P O BOX 56 ALLENDALE, MI 49401-0056	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

Legal Description

W 1/2 OF NW 1/4 EXC COM ON N LI SEC 411.35 FT E OF NW COR SEC TH E 330 FT, S 660 FT, W 330 FT N 660 FT TO BEG. SEC 20 T7N R14W 75 A

General Information for 2020 Winter Taxes

School District	70040	PRE/MBT	100.0000%
Taxable Value	\$583,279	S.E.V.	\$791,000
Property Class	101 - AGRICULTURAL-IMPROVED	Assessed Value	\$791,000
Tax Bill Number	No Data to Display	Last Receipt Number	00003855
Last Payment Date	01/29/2021	Number of Payments	1
Due Date	02/16/2021		
Base Tax	\$2,492.86	Base Paid	\$2,492.86
Admin Fees	\$24.92	Admin Fees Paid	\$24.92
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$2,517.78	Total Paid	\$2,517.78
Renaissance Zone	0	Mortgage Code	No Data to Display

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
COUNTY E-911	0.428800	\$250.11	\$250.11
COUNTY PARKS	0.323300	\$188.57	\$188.57
ALLDL TWP OPER	2.742200	\$1,599.46	\$1,599.46
COUNTY ROADS	0.487300	\$284.23	\$284.23
COUNTY CMH	0.292300	\$170.49	\$170.49
ALLENDL SCH OPER	0.000000	\$0.00	\$0.00
Admin Fees		\$24.92	\$24.92
Interest Fees		\$0.00	\$0.00
	4.273900	\$2,517.78	\$2,517.78

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

RECORDED

Quit-Claim DeedDO NOT PUBLISH

95 DEC 26 AM 11:21

THIS INDENTURE, made this 24th day of OCTOBER, 1996,

Phyllis A. Adams
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

WITNESSETH, That WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of Russell Walcott, Faith Walcott, Harold Walcott and Beverly Walcott, and its successors, and WALCOTT PROPERTIES, a Michigan Co-Partnership, comprised of Russell Walcott as Trustee of THE RUSSELL WALCOTT TRUST, Faith Walcott as Trustee of THE FAITH WALCOTT TRUST, Harold Walcott as Trustee of THE HAROLD WALCOTT TRUST and Beverly Kay Walcott as Trustee of THE BEVERLY KAY WALCOTT TRUST, all under Declarations of Trust dated December 29, 1994, c/o 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of HAROLD WALCOTT as Trustee of THE HAROLD WALCOTT TRUST and BEVERLY KAY WALCOTT as Trustee of THE BEVERLY KAY WALCOTT TRUST, under Declarations of Trust dated December 29, 1994 of c/o 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

15.00
 NORTHAGE

Farm Credit Services
 PO Box 22067
 Lansing 48909

AND the following described lands and premises situated in Robinson Township, County of Ottawa and State of Michigan:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 15 West.

The East 5/8 of the East 1/2 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except that part thereof described as commencing 33 Feet West of the intersection of the North line of highway M-50 and the East line of Section 24, thence North 180 Feet, thence West 242 Feet, thence South 180 Feet, thence East 242 Feet to the point of beginning.

The Northwest 1/4 of the Southeast 1/4, Section 24, Town 7 North, Range 15 West.

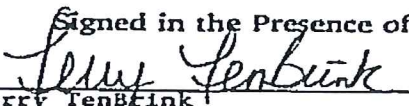
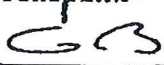
The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except a parcel described as commencing at a point on the South line of Section 24, distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence South 90° West 315.18 Feet, thence South 01° 40' East 599.98 Feet, thence North 90° East to the point of beginning.

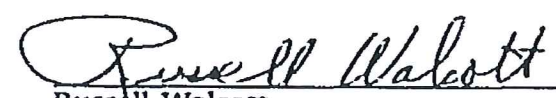
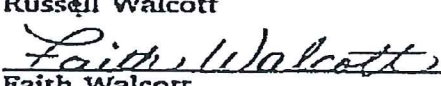
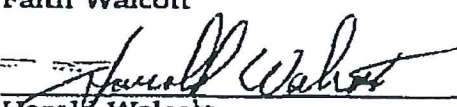
The West 3/8ths of the East 1/2 of the Southeast 1/4 except a parcel of land described as commencing on the South line of Section 24 distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence North 90° East 224.82 Feet, thence South 01° 40' East 599.98 Feet, thence South 90° West 224.82 Feet to the point of beginning.

The above transfers are subject to existing mortgages, which the Grantee agrees to assume.

This deed is exempt from the Michigan Real Estate Transfer Tax since the consideration is less than \$100.00. MCLA 207.505(a), MCLA 207.526(a)

This deed is given for the purpose of clarifying the succession in partnership interests in a partnership known as Walcott Properties, the current partners of which are the above named grantees.

Signed in the Presence of

 Terry TenBrink

 George E. Bauer

)
)

 Russell Walcott
)

 Faith Walcott
)

 Harold Walcott

Beverly Kay Walcott
Beverly Kay Walcott

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, as individuals.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission expires: 1/22/2001

WALCOTT PROPERTIES

Signed in the Presence of
Terry TenBrink
Terry TenBrink

GB
George E. Bauer

Russell Walcott
Russell Walcott, Partner

Faith Walcott
Faith Walcott, Partner

Harold Walcott
Harold Walcott, Partner

Beverly Kay Walcott
Beverly Kay Walcott, Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, partners, on behalf of Walcott Properties, a Michigan Co-partnership.

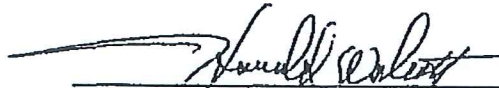
GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

Signed in the Presence of
Terry TenBrink
Terry TenBrink

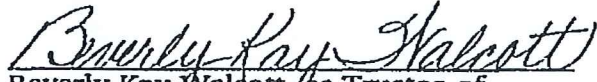
GB
George E. Bauer

Russell Walcott
Russell Walcott, as Trustee of THE
RUSSELL WALCOTT TRUST

Faith Walcott
Faith Walcott, as Trustee of THE
FAITH WALCOTT TRUST



Harold Walcott, as Trustee of THE
HAROLD WALCOTT TRUST



Beverly Kay Walcott, as Trustee of
THE BEVERLY KAY WALCOTT TRUST

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, as Trustee of THE RUSSELL WALCOTT TRUST, FAITH WALCOTT, as Trustee of THE FAITH WALCOTT TRUST, HAROLD WALCOTT, as Trustee of THE HAROLD WALCOTT TRUST, and BEVERLY KAY WALCOTT, as Trustee of THE BEVERLY KAY WALCOTT, all under Declarations of Trust dated December 29, 1994, as partners of Walcott Properties, a Michigan Co-partnership, on behalf of Walcott Properties, a Michigan Co-Partnership.



George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

PREPARED BY:
ROPER BAUER, P.C.
Attorneys at Law
246 River Avenue
Holland, MI 49423
(616) 396-3521

**ARTICLES OF ORGANIZATION
AND CERTIFICATE OF CONVERSION FOR
H. WALCOTT FAMILY FARMS, LLC**

**The document shall be effective on the date it is filed with the Michigan
Department of Licensing and Regulatory Affairs, Bureau of Commercial Services.**

Pursuant to the provisions of Michigan Limited Liability Company Act, being Act 23, Public Acts of 1993 (referred to as the "Act"), the undersigned executes the following Articles of Organization:

ARTICLE I: The name of the Limited Liability Company is: H. WALCOTT FAMILY FARMS, LLC.

ARTICLE II: The Limited Liability Company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

ARTICLE III: The term of existence of the Limited Liability Company shall be perpetual, unless the Limited Liability Company is sooner terminated by the occurrence of an event set forth in the Operating Agreement.

ARTICLE IV: The street address of the registered office is 11301 Valley View, Allendale, Michigan 49401. The mailing address of the registered office is Post Office Box 56, Allendale, Michigan 49401. The name of the resident agent at the registered office is Harold J. Walcott.

ARTICLE V: The Members will have management authority over the business of the Limited Liability Company, and will have all powers necessary or advisable to carry out the business of the Company. The Members may also appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Members may delegate to any such person (who may be designated as an officer of the Company) such authority to act on behalf of the Company as the Members may deem appropriate.

ARTICLE VI: The membership interests of the Members are evidenced by Certificates of Membership.

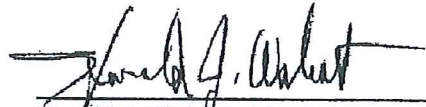
ARTICLE VII: The Members shall have the right to admit additional Members to the Limited Liability Company, by the vote of the Members in accordance with the terms and conditions of the

Operating Agreement of the Limited Liability Company.

ARTICLE VIII: A Member may assign their membership interest in the Company in whole or in part as provided in the operating agreement. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company, to vote as a Member, to exercise the rights and powers, and be liable for the obligations and duties of, a Member, or otherwise to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions and the share of the Company's net profits, net losses, and other items of income, gain, loss, deduction and credit to which the assigning Member would otherwise be entitled.

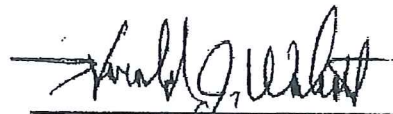
ARTICLE IX: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company. In addition, the liability of the Members for breach of any duty is limited to the fullest extent permitted by Article 4 of the Act.

Executed on October 19, 2012.


Harold J. Walcott, Member

CERTIFICATE OF CONVERSION

I hereby certify that the name of the general partnership is WALCOTT PROPERTIES. The partnership was formed in Ottawa County, Michigan, on 10-19-12. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the partnership is converted to a limited liability company as set forth in the Articles of Organization above.


Harold J. Walcott, Partner

Return to:

John P. Tamboer
Law Offices of John Tamboer, PLC
5088 Corporate Exchange Blvd., Suite 220
Grand Rapids, Michigan 49512
Tel: (866) 230-4200
Fax: (866) 921-9287

Walcott Properties
Partnership Agreement and Plan of Conversion

This Plan of Conversion (the "Plan") is established pursuant to the laws of the State of Michigan with respect to the conversion of Walcott Properties, a Michigan general partnership (the "Converting Entity") into H. Walcott Family Farms, LLC, a Michigan Limited Liability Company (the "Company").

1. The Converting Entity is a general partnership, organized under the laws of the State of Michigan. The mailing address of the Converting Entity is Post Office Box 56, Allendale, Michigan 49301.
2. The Company will be a limited liability company, organized under the laws of the State of Michigan. The address of the Company is Post Office Box 56, Allendale, Michigan 49301. The principal place of business of the Company is Allendale, Michigan.
3. The Converting Entity shall be converted into the Company (the "Conversion") by the filing of a certificate of conversion or similar document (the "Certificate of Conversion") with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. The Certificate of Conversion shall comply with the requirements of the Michigan Limited Liability Company Act, and the Company shall file any and all formation documents required to be filed under that statute.
4. Each general partner of the Converting Entity shall be and become a member of the Company immediately upon Conversion.
5. Immediately upon Conversion, Harold J. Walcott's general partnership interest in the Converting Entity shall be converted into 5000 Class B Membership Units in the Company, and the Harold Walcott Trust's general partnership interest shall be converted to 100 Class A Membership Units and 4900 Class B Membership Units in the Company.
6. The Conversion shall be effective on the filing of the Certificate of Conversion and any formation documents required to be filed under the laws of the State of Michigan, unless a subsequent effective date is specified in the Certificate of Conversion.
7. The affairs of the Company shall henceforth be governed by the Michigan Limited Liability Company Act.
8. The organizational documents of the Company have been reviewed by the general partners of the Converting Entity, and are incorporated into this Plan by reference.

Walcott Properties Partnership Agreement and Plan of Conversion

9. The last audited financial statement of the Converting Entity is attached hereto as Exhibit (A). Assets of the Converting Entity are set forth in the Notes to Financial Statements of Exhibit (A). A supplemental list of property, buildings, equipment, and notes receivable owned by the Converting Entity is set forth in Exhibit (B).

10. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the general partners of the Converting Entity intend that all property and rights of the Converting Entity, including, but not limited to, the equipment, real estate, tangible property, and intangible property set forth in Exhibits (A) and (B), shall be and remain irrevocably vested in the Company. The general partners further acknowledge and understand that all liabilities of the Converting Entity continue as liabilities of the Company, and that an action or proceeding pending against the Converting Entity may be continued as if the Plan had not occurred. The liability, if any, of the general partners of the Converting Entity for acts or omissions that occurred before this Plan are not affected.

11. The general partners have discussed the reasons for the Conversion with counsel, including limiting their personal liability for obligations of the Converting Entity, the opportunity to ensure the continuing viability of the Company by adding new members, and providing for a smooth transition of ownership and management within the Company. The conversion to a limited liability company provides greater flexibility to achieve each of these objectives.

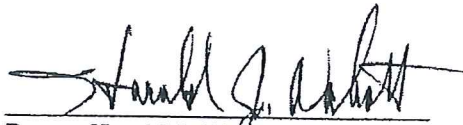
12. Now therefore, this Plan is executed and adopted by the partners of the Converting Entity on October 19, 2012.

WALCOTT PROPERTIES



By: Harold J. Walcott

Its: Partner



By: Harold J. Walcott, Trustee of the
Harold Walcott Trust

Its: Partner

Application D



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received 7-19-2021

Application No: _____

State: _____

Date Received _____

Application No: _____

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: H. WALCOTT FAMILY FARMS LLC

Last

First

Initial

(If more than two see #15)

Last

First

Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married

☐ Single

2. Mailing Address: PO BOX 56 ALLENDALE MICHIGAN 49401-0056
Street City State Zip Code

3. Telephone Number: (Area Code) (616) 437-9155

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () _____

5. E-mail address: RBEEKMAN@WALCOTTELEVATOR.COM

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: OTTAWA 7. Township, City or Village: ALLENDALE

8. Section No. 32 Town No. 7 N Range No. 14 W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller):

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: CURTIS WALCOTT Title: MEMBER

Name: JILL WALCOTT Title: MEMBER

Name: ANNE WALCOTT BEEKMAN Title: MEMBER

Name: HAROLD WALCOTT TRUST Title: MEMBER

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more —————> complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
☐ c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

POULTRY AND CASH CROPS
 b. Total number of acres on this farm 59.69
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: 19.7959
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 32.42
 f. All other acres (swamp, woods, etc.) 7.47
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 6 Residence: _____ Barn: 1 Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: 5 Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

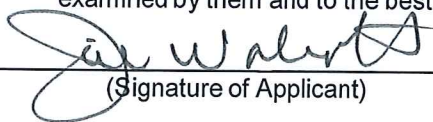
18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.


(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

7/14/21

(Date)

(Signature of Corporate Officer)

Owner

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$_____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

____ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

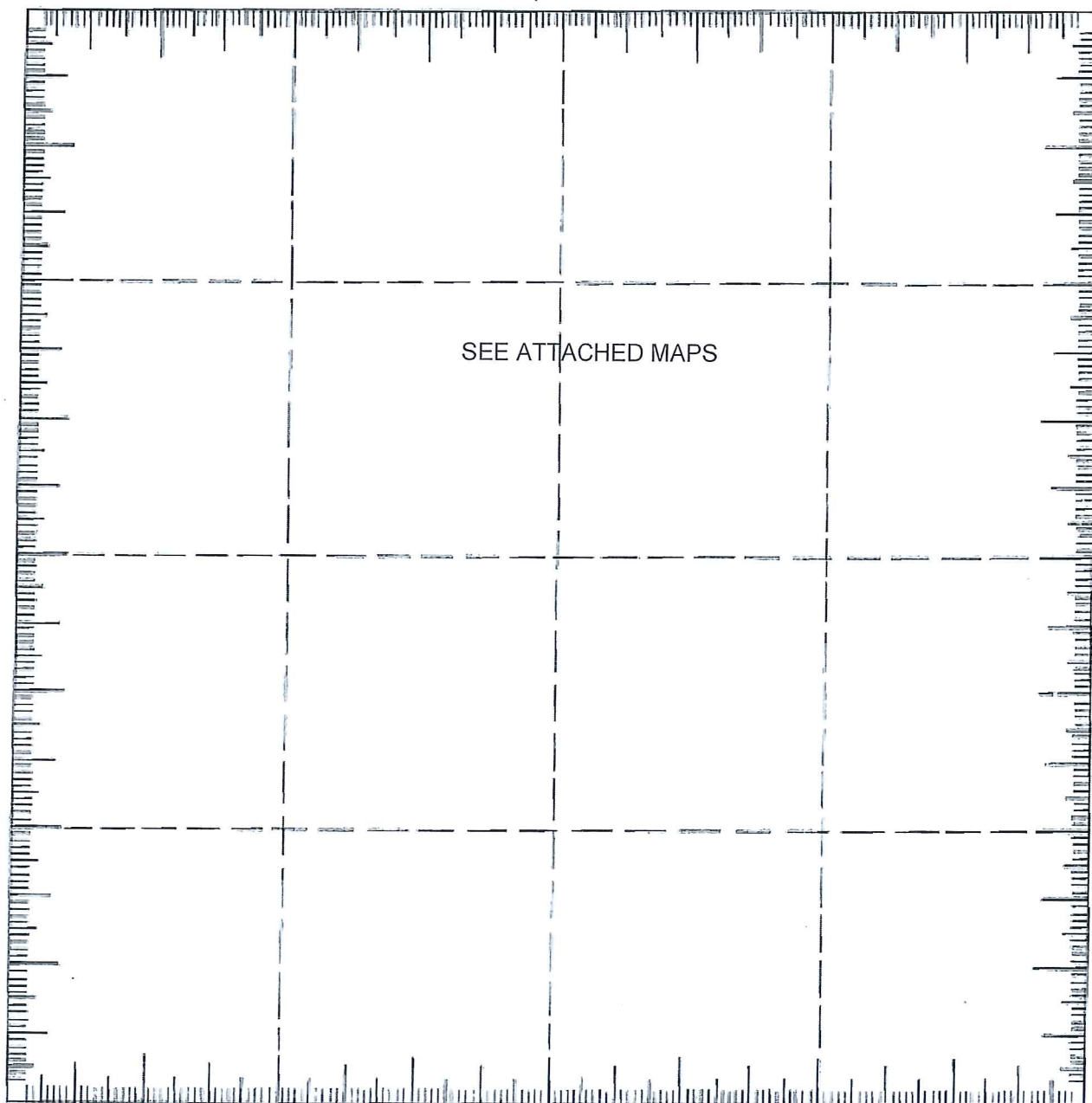
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County OTTAWA

Township ALLENDALE

T 7 N R 14 W Section 32

↑ North





Ottawa County
Geospatial Insights & Solutions

70-09-32-200-005

Total Acres Agricultural : 52.2159
Swamp/Woods/Let : 7.47



Legend

- Sales This Year
- Property
- Condo
- Real Parcel ID: Last Six Num
- Parcels_
- Intersection Points 18000
- Street Centerlines 18000
- Freeway
- Freeway Ramp
- Highway
- Highway Ramp
- Primary Road
- Minor Roads

Notes

1,504.7
0
752.33
1,504.7 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Parcel: 70-09-32-200-005

Property Address

8220 PIERCE ST
ALLENDALE, MI 49401

Owner and Taxpayer Information

Owner	WALCOTT PROPERTIES P O BOX 56 ALLENDALE, MI 49401-0056	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

Legal Description

W 1/4 E 1/2 NE 1/4 AND E 1/2 W 1/2 NE 1/4. SEC 32 T7N R14W 60 A

General Information for 2020 Winter Taxes

School District	70040	PRE/MBT	100.0000%
Taxable Value	\$430,931	S.E.V.	\$703,000
Property Class	101 - AGRICULTURAL-IMPROVED	Assessed Value	\$703,000
Tax Bill Number	<i>No Data to Display</i>	Last Receipt Number	00003837
Last Payment Date	01/29/2021	Number of Payments	1
Due Date	02/16/2021		
Base Tax	\$1,841.73	Base Paid	\$1,841.73
Admin Fees	\$18.41	Admin Fees Paid	\$18.41
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,860.14	Total Paid	\$1,860.14
Renaissance Zone	0	Mortgage Code	<i>No Data to Display</i>

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
COUNTY E-911	0.428800	\$184.78	\$184.78
COUNTY PARKS	0.323300	\$139.31	\$139.31
ALLDL TWP OPER	2.742200	\$1,181.69	\$1,181.69
COUNTY ROADS	0.487300	\$209.99	\$209.99
COUNTY CMH	0.292300	\$125.96	\$125.96
ALLENDL SCH OPER	0.000000	\$0.00	\$0.00
Admin Fees		\$18.41	\$18.41
Interest Fees		\$0.00	\$0.00
	4.273900	\$1,860.14	\$1,860.14

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

RECORDED

Quit-Claim Deed

DO NOT PUBLISH

95 DEC 26 AM 11:21

THIS INDENTURE, made this 24th day of OCTOBER, 1996,

Phyllis Blum
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

WITNESSETH, That WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of Russell Walcott, Faith Walcott, Harold Walcott and Beverly Walcott, and its successors, and WALCOTT PROPERTIES, a Michigan Co-Partnership, comprised of Russell Walcott as Trustee of THE RUSSELL WALCOTT TRUST, Faith Walcott as Trustee of THE FAITH WALCOTT TRUST, Harold Walcott as Trustee of THE HAROLD WALCOTT TRUST and Beverly Kay Walcott as Trustee of THE BEVERLY KAY WALCOTT TRUST, all under Declarations of Trust dated December 29, 1994, c/o 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of HAROLD WALCOTT as Trustee of THE HAROLD WALCOTT TRUST and BEVERLY KAY WALCOTT as Trustee of THE BEVERLY KAY WALCOTT TRUST, under Declarations of Trust dated December 29, 1994 of c/o 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

\$ 15.00 NOTARIAL FEE

Farm Credit Services
 PO Box 22067
 Lansing 48969

AND the following described lands and premises situated in Robinson Township, County of Ottawa and State of Michigan:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 15 West.

The East 5/8 of the East 1/2 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except that part thereof described as commencing 33 Feet West of the intersection of the North line of highway M-50 and the East line of Section 24, thence North 180 Feet, thence West 242 Feet, thence South 180 Feet, thence East 242 Feet to the point of beginning.

The Northwest 1/4 of the Southeast 1/4, Section 24, Town 7 North, Range 15 West.

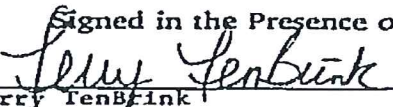
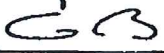
The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except a parcel described as commencing at a point on the South line of Section 24, distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence South 90° West 315.18 Feet, thence South 01° 40' East 599.98 Feet, thence North 90° East to the point of beginning.

The West 3/8ths of the East 1/2 of the Southeast 1/4 except a parcel of land described as commencing on the South line of Section 24 distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence North 90° East 224.82 Feet, thence South 01° 40' East 599.98 Feet, thence South 90° West 224.82 Feet to the point of beginning.


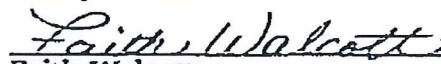
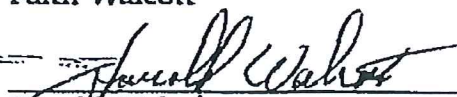
The above transfers are subject to existing mortgages, which the Grantee agrees to assume.

This deed is exempt from the Michigan Real Estate Transfer Tax since the consideration is less than \$100.00. MCLA 207.505(a), MCLA 207.526(a)

This deed is given for the purpose of clarifying the succession in partnership interests in a partnership known as Walcott Properties, the current partners of which are the above named grantees.

Signed in the Presence of

 Terry TenBrink

 George E. Bauer

)
)
)
)
)
)


 Russell Walcott

 Faith Walcott

 Harold Walcott

Beverly Kay Walcott
Beverly Kay Walcott

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, as individuals.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission expires: 1/22/2001

Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

WALCOTT PROPERTIES

Russell Walcott
Russell Walcott, Partner

Faith Walcott
Faith Walcott, Partner

Harold Walcott
Harold Walcott, Partner

Beverly Kay Walcott
Beverly Kay Walcott, Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, partners, on behalf of Walcott Properties, a Michigan Co-partnership.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

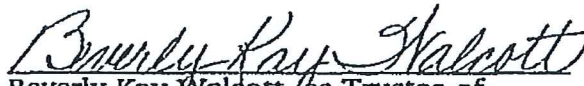
Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

Russell Walcott
Russell Walcott, as Trustee of THE
RUSSELL WALCOTT TRUST

Faith Walcott
Faith Walcott, as Trustee of THE
FAITH WALCOTT TRUST



Harold Walcott, as Trustee of THE
HAROLD WALCOTT TRUST



Beverly Kay Walcott, as Trustee of
THE BEVERLY KAY WALCOTT TRUST

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, as Trustee of THE RUSSELL WALCOTT TRUST, FAITH WALCOTT, as Trustee of THE FAITH WALCOTT TRUST, HAROLD WALCOTT, as Trustee of THE HAROLD WALCOTT TRUST, and BEVERLY KAY WALCOTT, as Trustee of THE BEVERLY KAY WALCOTT, all under Declarations of Trust dated December 29, 1994, as partners of Walcott Properties, a Michigan Co-partnership, on behalf of Walcott Properties, a Michigan Co-Partnership.



George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

PREPARED BY:
ROPER BAUER, P.C.
Attorneys at Law
246 River Avenue
Holland, MI 49423
(616) 396-3521

**ARTICLES OF ORGANIZATION
AND CERTIFICATE OF CONVERSION FOR
H. WALCOTT FAMILY FARMS, LLC**

**The document shall be effective on the date it is filed with the Michigan
Department of Licensing and Regulatory Affairs, Bureau of Commercial Services.**

Pursuant to the provisions of Michigan Limited Liability Company Act, being Act 23, Public Acts of 1993 (referred to as the "Act"), the undersigned executes the following Articles of Organization:

ARTICLE I: The name of the Limited Liability Company is: H. WALCOTT FAMILY FARMS, LLC.

ARTICLE II: The Limited Liability Company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

ARTICLE III: The term of existence of the Limited Liability Company shall be perpetual, unless the Limited Liability Company is sooner terminated by the occurrence of an event set forth in the Operating Agreement.

ARTICLE IV: The street address of the registered office is 11301 Valley View, Allendale, Michigan 49401. The mailing address of the registered office is Post Office Box 56, Allendale, Michigan 49401. The name of the resident agent at the registered office is Harold J. Walcott.

ARTICLE V: The Members will have management authority over the business of the Limited Liability Company, and will have all powers necessary or advisable to carry out the business of the Company. The Members may also appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Members may delegate to any such person (who may be designated as an officer of the Company) such authority to act on behalf of the Company as the Members may deem appropriate.

ARTICLE VI: The membership interests of the Members are evidenced by Certificates of Membership.

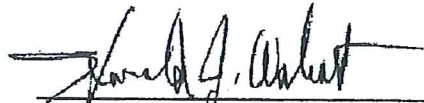
ARTICLE VII: The Members shall have the right to admit additional Members to the Limited Liability Company, by the vote of the Members in accordance with the terms and conditions of the

Operating Agreement of the Limited Liability Company.

ARTICLE VIII: A Member may assign their membership interest in the Company in whole or in part as provided in the operating agreement. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company, to vote as a Member, to exercise the rights and powers, and be liable for the obligations and duties of, a Member, or otherwise to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions and the share of the Company's net profits, net losses, and other items of income, gain, loss, deduction and credit to which the assigning Member would otherwise be entitled.

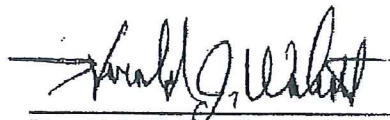
ARTICLE IX: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company. In addition, the liability of the Members for breach of any duty is limited to the fullest extent permitted by Article 4 of the Act.

Executed on October 19, 2012.


Harold J. Walcott, Member

CERTIFICATE OF CONVERSION

I hereby certify that the name of the general partnership is WALCOTT PROPERTIES. The partnership was formed in Ottawa County, Michigan, on 10-19-12. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the partnership is converted to a limited liability company as set forth in the Articles of Organization above.


Harold J. Walcott, Partner

Return to:

John P. Tamboer
Law Offices of John Tamboer, PLC
5088 Corporate Exchange Blvd., Suite 220
Grand Rapids, Michigan 49512
Tel: (866) 230-4200
Fax: (866) 921-9287

**Walcott Properties
Partnership Agreement and Plan of Conversion**

This Plan of Conversion (the "Plan") is established pursuant to the laws of the State of Michigan with respect to the conversion of Walcott Properties, a Michigan general partnership (the "Converting Entity") into H. Walcott Family Farms, LLC, a Michigan Limited Liability Company (the "Company").

1. The Converting Entity is a general partnership, organized under the laws of the State of Michigan. The mailing address of the Converting Entity is Post Office Box 56, Allendale, Michigan 49301.
2. The Company will be a limited liability company, organized under the laws of the State of Michigan. The address of the Company is Post Office Box 56, Allendale, Michigan 49301. The principal place of business of the Company is Allendale, Michigan.
3. The Converting Entity shall be converted into the Company (the "Conversion") by the filing of a certificate of conversion or similar document (the "Certificate of Conversion") with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. The Certificate of Conversion shall comply with the requirements of the Michigan Limited Liability Company Act, and the Company shall file any and all formation documents required to be filed under that statute.
4. Each general partner of the Converting Entity shall be and become a member of the Company immediately upon Conversion.
5. Immediately upon Conversion, Harold J. Walcott's general partnership interest in the Converting Entity shall be converted into 5000 Class B Membership Units in the Company, and the Harold Walcott Trust's general partnership interest shall be converted to 100 Class A Membership Units and 4900 Class B Membership Units in the Company.
6. The Conversion shall be effective on the filing of the Certificate of Conversion and any formation documents required to be filed under the laws of the State of Michigan, unless a subsequent effective date is specified in the Certificate of Conversion.
7. The affairs of the Company shall henceforth be governed by the Michigan Limited Liability Company Act.
8. The organizational documents of the Company have been reviewed by the general partners of the Converting Entity, and are incorporated into this Plan by reference.

Walcott Properties Partnership Agreement and Plan of Conversion

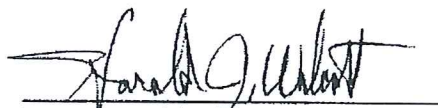
9. The last audited financial statement of the Converting Entity is attached hereto as Exhibit (A). Assets of the Converting Entity are set forth in the Notes to Financial Statements of Exhibit (A). A supplemental list of property, buildings, equipment, and notes receivable owned by the Converting Entity is set forth in Exhibit (B).

10. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the general partners of the Converting Entity intend that all property and rights of the Converting Entity, including, but not limited to, the equipment, real estate, tangible property, and intangible property set forth in Exhibits (A) and (B), shall be and remain irrevocably vested in the Company. The general partners further acknowledge and understand that all liabilities of the Converting Entity continue as liabilities of the Company, and that an action or proceeding pending against the Converting Entity may be continued as if the Plan had not occurred. The liability, if any, of the general partners of the Converting Entity for acts or omissions that occurred before this Plan are not affected.

11. The general partners have discussed the reasons for the Conversion with counsel, including limiting their personal liability for obligations of the Converting Entity, the opportunity to ensure the continuing viability of the Company by adding new members, and providing for a smooth transition of ownership and management within the Company. The conversion to a limited liability company provides greater flexibility to achieve each of these objectives.

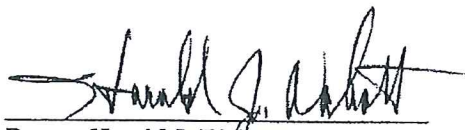
12. Now therefore, this Plan is executed and adopted by the partners of the Converting Entity on October 19, 2012.

WALCOTT PROPERTIES



By: Harold J. Walcott

Its: Partner



By: Harold J. Walcott, Trustee of the
Harold Walcott Trust

Its: Partner

Application E



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received 7-19-2021

Application No: _____

State: _____

Date Received _____

Application No: _____

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: H. WALCOTT FAMILY FARMS LLC

Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☐ Married ☐ Single

2. Mailing Address: PO BOX 56 ALLENDALE MICHIGAN 49401-0056
Street City State Zip Code

3. Telephone Number: (Area Code) (616) 437-9155

4. Alternative Telephone Number (cell, work, etc.): (Area Code) () _____

5. E-mail address: RBECKMAN@WALCOTTELEVATOR.COM

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: OTTAWA 7. Township, City or Village: ALLENDALE

8. Section No. 32 Town No. 7 N Range No. 14 W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: CURTIS WALCOTT Title: MEMBER

Name: JILL WALCOTT Title: MEMBER

Name: ANNE WALCOTT BEEKMAN Title: MEMBER

Name: HAROLD WALCOTT TRUST Title: MEMBER

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more —————> complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
☐ c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

POULTRY AND CASH CROPS

- b. Total number of acres on this farm 59.26
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: 52.6180
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____
 f. All other acres (swamp, woods, etc.) 6.642
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature]
(Signature of Applicant)

(Corporate Name, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

7/14/21
(Date)

owner

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: _____
☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$_____ is the current fair market value of the real property in this application.

II. Please verify the following:

____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

____ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

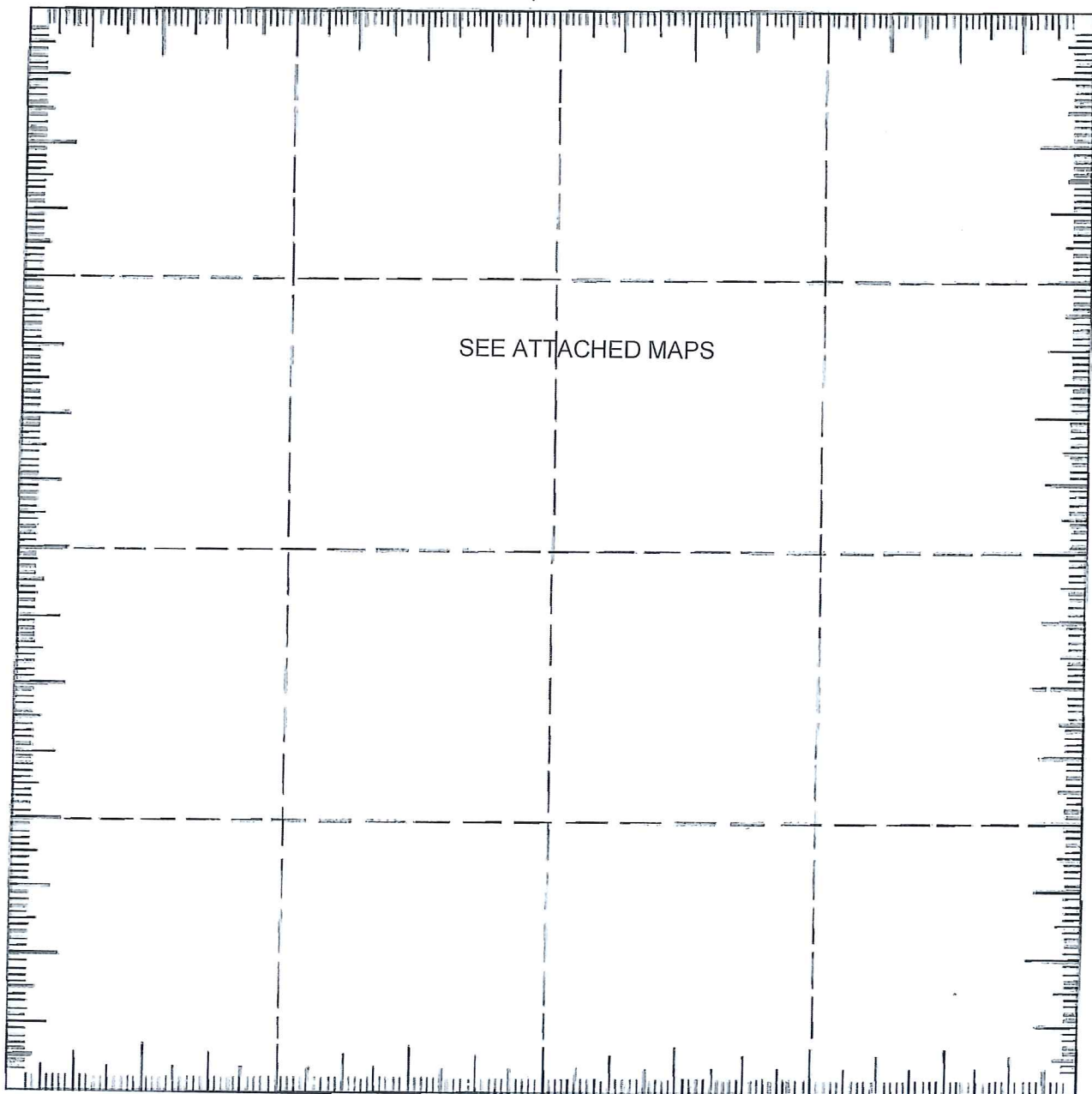
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County OTTAWA

Township ALLENDAL

T 7 N R 14 W Section 32

↑ North





Ottawa County
Geographical Information & Services

70-09-32-200-006

Total Acres Agricultural: 59.26
Woods/Swamps/etc.: 6.642



1:9,028



1,504.7
0
752.33
1,504.7 Feet
WGS, 1984 Web Mercator Auxiliary Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Sales This Year

- Property
- Condo

Real Parcel ID: Last Six Numb
Parcels

Intersection Points 18000
Street Centerlines 18000

- Freeway
- Freeway Ramp
- Highway
- Highway Ramp
- Primary Road
- Minor Roads

Notes

Parcel: 70-09-32-200-006**Property Address**

8100 PIERCE ST
ALLENDALE, MI 49401

Owner and Taxpayer Information

Owner	WALCOTT PROPERTIES PO BOX 56 ALLENDALE, MI 49401	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

Legal Description

PART OF NE 1/4 COM NE SEC COR, TH S 01D 27M 49S E 2663.75 FT, N 89D 56M 49S W 989.39 FT, N 01D 24M 09S W 2662.47 FT, N 89D 59M E 523.51 FT, S 01D 27M 49S E 450 FT, N 89D 59M E 150 FT, N 01D 27M 49S W 450 FT, TH N 89D 59M E 313 FT TO BEG. SEC 32 T7N R14W 58.83 AC.

General Information for 2020 Winter Taxes

School District	70040	PRE/MBT	100.0000%
Taxable Value	\$52,943	S.E.V.	\$253,400
Property Class	102 - AGRICULTURAL-VACANT	Assessed Value	\$253,400
Tax Bill Number	No Data to Display	Last Receipt Number	00003836
Last Payment Date	01/29/2021	Number of Payments	1
Due Date	02/16/2021		
Base Tax	\$226.25	Base Paid	\$226.25
Admin Fees	\$2.26	Admin Fees Paid	\$2.26
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$228.51	Total Paid	\$228.51
Renaissance Zone	0	Mortgage Code	No Data to Display

Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
COUNTY E-911	0.428800	\$22.70	\$22.70
COUNTY PARKS	0.323300	\$17.11	\$17.11
ALLDL TWP OPER	2.742200	\$145.18	\$145.18
COUNTY ROADS	0.487300	\$25.79	\$25.79
COUNTY CMH	0.292300	\$15.47	\$15.47
ALLENDL SCH OPER	0.000000	\$0.00	\$0.00
Admin Fees		\$2.26	\$2.26
Interest Fees		\$0.00	\$0.00
	4.273900	\$228.51	\$228.51

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

RECORDED

Quit-Claim Deed

DO NOT PUBLISH

95 DEC 26 AM 11:21

THIS INDENTURE, made this 24th day of OCTOBER, 1996,

John A. Brown
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

WITNESSETH, That WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of Russell Walcott, Faith Walcott, Harold Walcott and Beverly Walcott, and its successors, and WALCOTT PROPERTIES, a Michigan Co-Partnership, comprised of Russell Walcott as Trustee of THE RUSSELL WALCOTT TRUST, Faith Walcott as Trustee of THE FAITH WALCOTT TRUST, Harold Walcott as Trustee of THE HAROLD WALCOTT TRUST and Beverly Kay Walcott as Trustee of THE BEVERLY KAY WALCOTT TRUST, all under Declarations of Trust dated December 29, 1994, c/o 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of HAROLD WALCOTT as Trustee of THE HAROLD WALCOTT TRUST and BEVERLY KAY WALCOTT as Trustee of THE BEVERLY KAY WALCOTT TRUST, under Declarations of Trust dated December 29, 1994 of c/o 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

\$ 15.00
 MORTGAGE

Farm Credit Services
 PO Box 22067
 Lansing 48907

AND the following described lands and premises situated in Robinson Township, County of Ottawa and State of Michigan:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 15 West.

The East 5/8 of the East 1/2 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except that part thereof described as commencing 33 Feet West of the intersection of the North line of highway M-50 and the East line of Section 24, thence North 180 Feet, thence West 242 Feet, thence South 180 Feet, thence East 242 Feet to the point of beginning.

The Northwest 1/4 of the Southeast 1/4, Section 24, Town 7 North, Range 15 West.

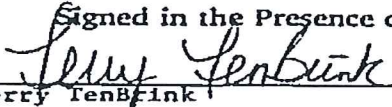
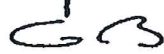
The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except a parcel described as commencing at a point on the South line of Section 24, distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence South 90° West 315.18 Feet, thence South 01° 40' East 599.98 Feet, thence North 90° East to the point of beginning.

The West 3/8ths of the East 1/2 of the Southeast 1/4 except a parcel of land described as commencing on the South line of Section 24 distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence North 90° East 224.82 Feet, thence South 01° 40' East 599.98 Feet, thence South 90° West 224.82 Feet to the point of beginning.


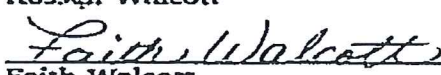
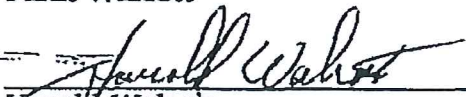
The above transfers are subject to existing mortgages, which the Grantee agrees to assume.

This deed is exempt from the Michigan Real Estate Transfer Tax since the consideration is less than \$100.00. MCLA 207.505(a), MCLA 207.526(a)

This deed is given for the purpose of clarifying the succession in partnership interests in a partnership known as Walcott Properties, the current partners of which are the above named grantees.

Signed in the Presence of

 Terry TenBrink

 George E. Bauer

)
)
)
)
)
)


 Russell Walcott

 Faith Walcott

 Harold Walcott

Beverly Kay Walcott
Beverly Kay Walcott

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, as individuals.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission expires: 1/22/2001

WALCOTT PROPERTIES

Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

)
)
)
)
)
Russell Walcott
Russell Walcott, Partner
Faith Walcott
Faith Walcott, Partner

Harold Walcott
Harold Walcott, Partner

Beverly Kay Walcott
Beverly Kay Walcott, Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, partners, on behalf of Walcott Properties, a Michigan Co-partnership.

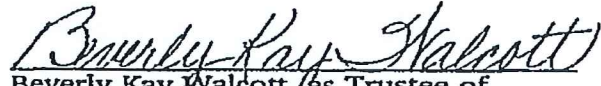
GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

Signed in the Presence of
Terry TenBrink
Terry TenBrink
GB
George E. Bauer

)
)
)
)
)
Russell Walcott
Russell Walcott, as Trustee of THE
RUSSELL WALCOTT TRUST
Faith Walcott
Faith Walcott, as Trustee of THE
FAITH WALCOTT TRUST



Harold Walcott, as Trustee of THE
HAROLD WALCOTT TRUST



Beverly Kay Walcott, as Trustee of
THE BEVERLY KAY WALCOTT TRUST

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, as Trustee of THE RUSSELL WALCOTT TRUST, FAITH WALCOTT, as Trustee of THE FAITH WALCOTT TRUST, HAROLD WALCOTT, as Trustee of THE HAROLD WALCOTT TRUST, and BEVERLY KAY WALCOTT, as Trustee of THE BEVERLY KAY WALCOTT, all under Declarations of Trust dated December 29, 1994, as partners of Walcott Properties, a Michigan Co-partnership, on behalf of Walcott Properties, a Michigan Co-Partnership.



George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

PREPARED BY:
ROPER BAUER, P.C.
Attorneys at Law
246 River Avenue
Holland, MI 49423
(616) 396-3521

**ARTICLES OF ORGANIZATION
AND CERTIFICATE OF CONVERSION FOR
H. WALCOTT FAMILY FARMS, LLC**

**The document shall be effective on the date it is filed with the Michigan
Department of Licensing and Regulatory Affairs, Bureau of Commercial Services.**

Pursuant to the provisions of Michigan Limited Liability Company Act, being Act 23, Public Acts of 1993 (referred to as the "Act"), the undersigned executes the following Articles of Organization:

ARTICLE I: The name of the Limited Liability Company is: H. WALCOTT FAMILY FARMS, LLC.

ARTICLE II: The Limited Liability Company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

ARTICLE III: The term of existence of the Limited Liability Company shall be perpetual, unless the Limited Liability Company is sooner terminated by the occurrence of an event set forth in the Operating Agreement.

ARTICLE IV: The street address of the registered office is 11301 Valley View, Allendale, Michigan 49401. The mailing address of the registered office is Post Office Box 56, Allendale, Michigan 49401. The name of the resident agent at the registered office is Harold J. Walcott.

ARTICLE V: The Members will have management authority over the business of the Limited Liability Company, and will have all powers necessary or advisable to carry out the business of the Company. The Members may also appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Members may delegate to any such person (who may be designated as an officer of the Company) such authority to act on behalf of the Company as the Members may deem appropriate.

ARTICLE VI: The membership interests of the Members are evidenced by Certificates of Membership.

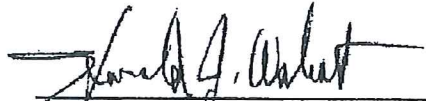
ARTICLE VII: The Members shall have the right to admit additional Members to the Limited Liability Company, by the vote of the Members in accordance with the terms and conditions of the

Operating Agreement of the Limited Liability Company.

ARTICLE VIII: A Member may assign their membership interest in the Company in whole or in part as provided in the operating agreement. The assignment of a membership interest does not itself entitle the assignee to participate in the management and affairs of the Company, to vote as a Member, to exercise the rights and powers, and be liable for the obligations and duties of, a Member, or otherwise to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions and the share of the Company's net profits, net losses, and other items of income, gain, loss, deduction and credit to which the assigning Member would otherwise be entitled.

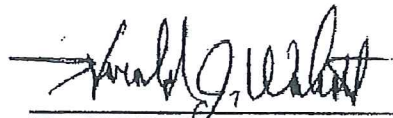
ARTICLE IX: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company. In addition, the liability of the Members for breach of any duty is limited to the fullest extent permitted by Article 4 of the Act.

Executed on October 19, 2012.


Harold J. Walcott, Member

CERTIFICATE OF CONVERSION

I hereby certify that the name of the general partnership is WALCOTT PROPERTIES. The partnership was formed in Ottawa County, Michigan, on 10-19-12. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the partnership is converted to a limited liability company as set forth in the Articles of Organization above.


Harold J. Walcott, Partner

Return to:

John P. Tamboer
Law Offices of John Tamboer, PLC
5088 Corporate Exchange Blvd., Suite 220
Grand Rapids, Michigan 49512
Tel: (866) 230-4200
Fax: (866) 921-9287

Walcott Properties
Partnership Agreement and Plan of Conversion

This Plan of Conversion (the "Plan") is established pursuant to the laws of the State of Michigan with respect to the conversion of Walcott Properties, a Michigan general partnership (the "Converting Entity") into H. Walcott Family Farms, LLC, a Michigan Limited Liability Company (the "Company").

1. The Converting Entity is a general partnership, organized under the laws of the State of Michigan. The mailing address of the Converting Entity is Post Office Box 56, Allendale, Michigan 49301.
2. The Company will be a limited liability company, organized under the laws of the State of Michigan. The address of the Company is Post Office Box 56, Allendale, Michigan 49301. The principal place of business of the Company is Allendale, Michigan.
3. The Converting Entity shall be converted into the Company (the "Conversion") by the filing of a certificate of conversion or similar document (the "Certificate of Conversion") with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. The Certificate of Conversion shall comply with the requirements of the Michigan Limited Liability Company Act, and the Company shall file any and all formation documents required to be filed under that statute.
4. Each general partner of the Converting Entity shall be and become a member of the Company immediately upon Conversion.
5. Immediately upon Conversion, Harold J. Walcott's general partnership interest in the Converting Entity shall be converted into 5000 Class B Membership Units in the Company, and the Harold Walcott Trust's general partnership interest shall be converted to 100 Class A Membership Units and 4900 Class B Membership Units in the Company.
6. The Conversion shall be effective on the filing of the Certificate of Conversion and any formation documents required to be filed under the laws of the State of Michigan, unless a subsequent effective date is specified in the Certificate of Conversion.
7. The affairs of the Company shall henceforth be governed by the Michigan Limited Liability Company Act.
8. The organizational documents of the Company have been reviewed by the general partners of the Converting Entity, and are incorporated into this Plan by reference.

Walcott Properties Partnership Agreement and Plan of Conversion

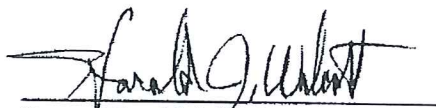
9. The last audited financial statement of the Converting Entity is attached hereto as Exhibit (A). Assets of the Converting Entity are set forth in the Notes to Financial Statements of Exhibit (A). A supplemental list of property, buildings, equipment, and notes receivable owned by the Converting Entity is set forth in Exhibit (B).

10. Pursuant to Section 707 of the Michigan Limited Liability Company Act, the general partners of the Converting Entity intend that all property and rights of the Converting Entity, including, but not limited to, the equipment, real estate, tangible property, and intangible property set forth in Exhibits (A) and (B), shall be and remain irrevocably vested in the Company. The general partners further acknowledge and understand that all liabilities of the Converting Entity continue as liabilities of the Company, and that an action or proceeding pending against the Converting Entity may be continued as if the Plan had not occurred. The liability, if any, of the general partners of the Converting Entity for acts or omissions that occurred before this Plan are not affected.

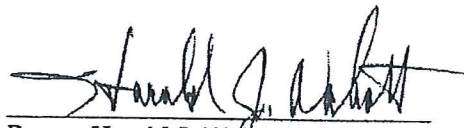
11. The general partners have discussed the reasons for the Conversion with counsel, including limiting their personal liability for obligations of the Converting Entity, the opportunity to ensure the continuing viability of the Company by adding new members, and providing for a smooth transition of ownership and management within the Company. The conversion to a limited liability company provides greater flexibility to achieve each of these objectives.

12. Now therefore, this Plan is executed and adopted by the partners of the Converting Entity on October 19, 2012.

WALCOTT PROPERTIES



By: Harold J. Walcott
Its: Partner



By: Harold J. Walcott, Trustee of the
Harold Walcott Trust
Its: Partner



Scholten Fant
Attorneys

Over 60 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 417, Allendale, MI 48101
www.scholtenfant.com

August 5, 2021

Via Email

Mr. Adam Elenbaas, Supervisor
Allendale Charter Township
6676 Lake Michigan Drive
P.O. Box 539
Allendale, MI 49401-0539

Re: Great Lakes Energy Cooperative Franchise Ordinance

Dear Mr. Elenbaas:

Enclosed you will find a slightly revised proposed Franchise Ordinance concerning the Great Lakes Energy Cooperative matter. The document has been approved by the company's attorney. Accordingly, it may now be submitted for consideration by the Board.

Should you have any questions, please advise.

Very truly yours,

SCHOLTEN FANT

Robert E. Sullivan

RES/kat
Enclosure

ORDINANCE NO. 2021-03

GREAT LAKES ENERGY COOPERATIVE FRANCHISE ORDINANCE

AN ORDINANCE GRANTING GREAT LAKES ENERGY COOPERATIVE A FRANCHISE TO CONDUCT A LOCAL ELECTRIC, BROADBAND AND COMMUNICATION BUSINESS IN ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

THE CHARTER TOWNSHIP OF ALLENDALE, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Grant of Franchise. The Township of Allendale, located in Ottawa County, Michigan (the "Township") hereby grants to Great Lakes Energy Cooperative, its subsidiaries, successors, and assigns (the "Company") consent, permission, right and authority to construct, lay, operate, maintain, use, and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary works, in the highways, streets, alleys and other public places in the Township and a non-exclusive franchise is hereby granted to the Company, its subsidiaries, successors, and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling, and distributing electricity and broadband communication services into and through the Township and all other matters incidental thereto.

Section 2. Consideration. In consideration of the rights, power and authority hereby granted, the Company shall faithfully perform all things required by the terms hereof.

Section 3. Construction and Location. All such equipment, services, and appurtenances shall be constructed so as to interfere as little as possible with the proper lawful use of the streets, thoroughfares, alleys, bridges and public places. Location of all equipment and appurtenances shall be subject to such reasonable regulations as shall be prescribed by the Township and Ottawa County (the "County") from time to time and shall be subject to all reasonable provisions of the ordinances of the Township and of the laws of the State of Michigan.

Section 4. Hold-Harmless. The Company shall save the Township (including its Township Board, officers, employees and agents) harmless from any and all liability arising in any way from negligence in the erection, maintenance, or operation of any of the electrical distribution equipment and/or appurtenances.

Section 5. Prompt Completion. Whenever the Company shall begin the erection of any electrical distribution equipment or appurtenances, or any other work

pursuant to the franchise granted by the Township, the Company shall promptly and diligently pursue the work to completion and leave the streets, thoroughfares, alleys, bridges and public places where such work is done in the same or better condition of repair as before the work was commenced. If the Company shall fail to complete such restoration within 30 days after the completion of the erection of any electrical distribution equipment or appurtenance or any other work pursuant to the franchise granted by the Township, to the reasonable satisfaction of the Township, then the Township upon 10 days written notice to the Company, may, at its option, cause such restoration to be done. The Company shall in that event pay to the Township all reasonable costs thereof in the itemized amounts reported by the Township to the Company. Such payment shall be made within 30 days after the Township mails the itemized report to the Company. Should the Company elect to move any of its electrical distribution equipment because of street construction or the placement of other municipal utilities, the Company shall move such electrical distribution equipment at its sole expense. However, if (a) the electrical distribution equipment is located at the proper location in the right-of-way as specified by the applicable County and Township standards; and (b) an engineer representing the Township certifies in the exercise of reasonable engineering judgment that it is necessary that such equipment be moved for construction or placement of utilities to proceed, then such equipment shall be moved at the expense of the Township or its third-party contractor(s).

Section 6. Successors and Assigns. Whenever in this Ordinance reference is made to the Township or the Company, the reference shall be deemed to include the respective successors or assigns of either. All rights, privileges, and obligations contained in this Ordinance by or on behalf of the Township, or by or on behalf of the Company, shall be binding upon and inure to the benefit of the respective successors or assigns of the Township or of the Company, whether so expressed or not.

Section 7. Rates and Charges. The rates and charges for electrical energy and other commodities or services provided by the Company within the Township shall be based upon the actual reasonable cost of such commodities and services and shall not exceed the rates and charges for similar commodities and services to similar customers within the Company unless, as a result of peculiar or unforeseen circumstances, such costs are greater than within the Company; in the latter case, reasonable and commensurate additional costs may be charged. In the event that the Township does not agree to such additional rates and charges, the Company and the Township agree that the question of whether there are peculiar or unforeseen circumstances in the Township which occasion additional costs and whether the charges related to such costs, if any, are reasonable may, at the option of the Township, be submitted to the Michigan Public Services Commission for a determination.

Section 8. Trimming and Obstructions. The Company shall make due provisions for the passage of any structure over or under its lines by raising or protecting such lines as may be necessary to accommodate such passage at the expense, however, of the party requesting the movement of the structure. The Company shall have the right to trim trees and remove other obstructions within the areas designated by this Ordinance

subject to submitting to the Township the Company's tree trimming schedule for non-emergency maintenance conditions; however, in an emergency condition, notice shall be suspended and shall be given by the Company after the emergency conditions have been addressed.

Section 9. Plans. Plans showing the location of overhead and underground lines and appurtenances installed in public rights-of-way and any other public places by the Company shall be filed with the Township within 30 days after being requested by the Township.

Section 10. Effective Date: Term of Franchise: Acceptance by the Company. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter, provided, however, that when this Franchise shall become effective the Township Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the Township Clerk its written acceptance of the conditions and provisions hereof.

Section 11. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the Township from granting other non-exclusive electric or broadband franchises.

Section 12. Revocation. The franchise granted by this Ordinance is subject to revocation at will by the Township.

Section 13. Effect and Interpretation of Franchise. All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 14. Successors and Assigns. The words "Great Lakes Energy Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its subsidiaries, successors, and assigns, whether so expressed or not.

Adam Elenbaas, Township Supervisor

Jody Hansen, Township Clerk

CERTIFICATE

I, Jody Hansen, the Clerk for the Charter Township of Allendale, Ottawa County, Michigan, certify that the foregoing Great Lakes Energy Cooperative Franchise Ordinance was adopted at a regular meeting of the Township Board held on _____, 2021. The following members of the Township Board were present _____ at _____ that _____ meeting:

_____. The following members of the Township Board were absent:

_____. The Ordinance was adopted by the Township Board with members of _____ the _____ Board _____ voting in favor and members of _____ the Board _____ voting in opposition. The Ordinance or a summary of the Ordinance was published in the _____ on _____, 2021. A certified copy of the Ordinance was sent to the Ottawa County Clerk, by first-class mail with postage pre-paid on _____, 2021.

Jody Hansen, Clerk
Allendale Charter Township

RESOLUTION 2021-20
Establish Truth in Taxation Public Hearing Date

WHEREAS, Allendale Charter Township is prohibited by Public Act #5 of 1982 from levying in the Township's 2021 fiscal year ad valorem property taxes for operation purposes which yields an amount more than the sum of taxes levied at the base tax rate on additions within the Township, plus the taxes levied on existing property for operating purposes during the 2022 fiscal year unless the Township holds a public hearing pursuant to public notice of the hearing, as defined and required by the Truth in Taxation Law; and

WHEREAS, it appears that the "additional millage rate", as defined by the Truth in Taxation Law, would be 0.0598 mills; and

WHEREAS, it appears it would be in the best interest of the Township to levy the "additional millage rate".

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Township will hold a public hearing on Monday, September 13, 2021 at 7:00p.m. local time at the Allendale Township Hall, 6676 Lake Michigan Dr, Allendale, Michigan, for the purpose of receiving testimony and discussing the levy of an additional millage rate of 0.0598 mills for the Township's 2022 fiscal year.

2. That the Township Clerk is directed to publish a notice of this public hearing in the Grand Rapids Press, not less than six (6) days prior to the public hearing, and to notify in writing all newspapers of general circulation in the Township. The notice shall comply with the requirements of Section 6 of the Truth in Taxation Law.

3. The Township hereby establishes the "proposed allowable additional millage rate" at 0.0598 mills.

YEAS:

NAYS:

ABSENT:

Resolution declared adopted on .

Jody L. Hansen
Allendale Charter Township Clerk

Adam Elenbaas
Allendale Charter Township Supervisor

CERTIFICATION

The undersigned Clerk of Allendale Charter Township hereby certifies that this Resolution was duly adopted by the Allendale Charter Township Board of Trustees at a meeting held on the 26th day of July, 2021 pursuant to proper notice and compliance with Act No. 267 of the Public Acts of 1976.

Jody L. Hansen
Allendale Charter Township Clerk



Human Resources Manager

Allendale Township is hiring a Human Resources Department Manager to oversee all Human Resource functions within the Township. The HR Manager will serve as a reference point for all departments and will manage the recruitment, systems, personnel records, policies, compliance, and employee relations for the Township. This is a full-time, salaried position, that reports to the Township Supervisor. The HR Manager will execute the listed responsibilities with or without additional HR staff. Grade S1.

Commented [JH1]: Director

Commented [JH2]: Director

Commented [JH3]: Director

Commented [JH4]: Clerk

Commented [JH5]: Director

Essential Job Functions:

1. Employee Relations

- Oversee and address employee relations issues with Department Heads by providing guidance involving; disciplinary action, coaching and counseling, mentoring, employee complaints, and investigations
- Develop training and activities to drive a culture of respect and positivity among employees, including facilitating and leading DiSC workshops, training for new and existing employees, and coaching employees through interpersonal issues
- Foster employee engagement and culture by upholding the organizations mission and values, and through fair and consistent treatment of all employees
- Maintain employee confidence and protect operations by keeping HR information confidential
- Serve as a resource for all managers and employees regarding policy information, as well as maintain and distribute the Personnel Policy and other employee manuals

2. Strategic Planning

- Research and develop policies and procedures that improve Township processes and functions, including standardization, use of technology, and administration of employment related functions
- Prepare and present policy and system recommendations to the Township Board
- Assemble, prepare, and analyze employee data by creating reports and responding to any internal or external requests for information
- Drive succession and organizational planning based on needs analysis and effective employee development planning with Department Heads

3. Legal and Compliance

- Understand, maintain up-to-date knowledge of, and comply with all state, federal, and local labor and employment laws and regulations and manage the education of Department Heads on these matters
- Prepare and submit all required reporting such as ACA, PCORI, Medicare Part D, etc.
- Represent and oversee the management and resolution of complaints and claims against

Approved 3-2020



the Township from Unemployment to the EEOC

- Manage employee claims such as FMLA, ADAAA, workers compensation, etc.

4. Recruiting

- Update job descriptions based on needs analysis
- Prepare notices and post ads for job openings as well as utilize the HRIS system to receive, review, and correspond with applicants
- Conduct phone interviews with possible candidates
- Oversee and conduct in-person interviews and coordinate a hiring committee to interview qualified candidates
- Prepare and present recommendations for hire to the Township Board. Upon approval to hire from Township Board:
 - Prepare offer letter and present to candidate
 - Check references
 - Conduct criminal background checks and authorize and schedule drug screens

5. Onboarding

- Oversee and manage employee onboarding by collaborating with Department Heads to welcome new employees to the organization. This includes first day activities such as; new hire paperwork and compliance, in-depth review of personnel policy, ordering ID cards, name tags and plates, scheduling and authorizing uniform fitting, workspace set-up and technology (phone, computer, email address, etc.)
 - Collaborate with Safety Coordinator to manage safety training through first 90-days
 - Perform check-in interviews at 1 month
 - Manage 90-day performance evaluation and any recommendations to remove from orientation period or to extend orientation period

Commented [JH6]: Done at Dept. Head level, but Lydale verifies with Dept. Head and serves as a resource to them.

6. Payroll and Compensation

- Manage and oversee the payroll function at the Township by collecting and updating employee and status-change information
- Prepare and provide the Finance Department with bi-weekly spreadsheet of employee hours worked, PTO use, holiday pay, and other paid time off types
 - Manage and administer the PTO policy, including manual adjustment of balances at the end of each pay period in the HRIS system
- Utilize performance appraisal information to adjust compensation at year-end and provide managers with total compensation and performance appraisal increase documentation. File documentation appropriately in the HRIS system
- Update yearly grades and ranges, and conduct salary and wage surveys as required
- Manage compensation changes for new hires, promotions, and status changes, and provide recommendations and documentation for the Township Board

Approved 3-2020

7. Performance Appraisal

- Manage the employee performance appraisal system by providing guidance and training to Department Heads on effective appraisal practices
- Judge effectiveness of appraisal system and adjust as needed
- Manage the creation, distribution, and compilation of data for other appraisals (Leadership Team, Township Board, Employee Engagement, etc.) utilizing anonymous surveys

Commented [JH7]: 2022 Goal

8. Budget

- Prepare and present a yearly budget to the Township Board for the Human Resources Department
- Track spending and utilization of the budget throughout the year and collaborate with the Finance Department to allocate funds appropriately
- Review and approve payment for bills and invoices upon investigation of payment details

Commented [JH8]: HR does not have an established budget and is currently included in General Office Budget. Lydale is working with Finance to establish one for Human Resource Department effective 2022.

9. Personnel Records and HRIS Administration

- Maintain personnel files, including but not limited to records regarding compensation, performance appraisal, benefits, payroll, medical, workers compensation, driving records, leave of absence, job descriptions, background checks and drug screens, board recommendations, disciplinary records, applications, safety and training, etc.
- Oversee and manage the Township's HRIS system and work to continuously improve the system by upgrading functionality and utilization of the system

10. Training and Development

- Drive the development of Township staff by encouraging all staff to pursue further education and networking opportunities
- Personally attend networking and development opportunities and maintain membership in appropriate HR related associations
- Obtain or retain DiSC Facilitator certification to provide initial and ongoing DiSC training to all staff
- Collaborate with other departments, including the Safety Coordinator, to provide skills based and personal training and development to all staff
- Serve on the Health and Safety Committee and assist in investigating safety concerns to improve Township health and safety initiatives

Commented [JH9]: Goal 2022

Knowledge/Skill Requirements

1. Ability to maintain professionalism during contact with staff by responding to questions, sharing information, and explaining processes and policies
2. Strong logic, intuition, analysis and judgment skills
3. Ability to coordinate and schedule appointments and handle multiple interruptions



4. Strong administrative and computer skills, with ability to create formal correspondence and reports as well as send out information to staff
5. Research, organization, and report compilation skills necessary, as well as the ability to meet deadlines

Ability Requirements

1. Ability to walk from place to place
2. Ability to speak on the telephone and in person
3. Ability to read and perform math functions
4. Ability to interact with the public and employees and communicate effectively

Education and Experience Requirements:

1. A minimum of 3-5 years of progressive Human Resources experience required
2. A Bachelor's degree or equivalent experience is required (Human Resources or related emphasis preferred)
3. SHRM-CP or PHR Certification is desired

Commented [JH10]: 20+ years in HR

Commented [JH11]: Masters in Human Resource,
Bachelors in Business Management

Additional Information

Allendale Charter Township is an "at-will," equal opportunity employer. If a job offer is made, employment may be contingent upon the successful completion and passage of a medical examination and other appropriate background checks, which may include providing body substance (blood, urine and/or hair) samples. We consider applicants for all positions without regard to race, color, creed, religion, national origin or ancestry, sex, age, disability, genetic information, veteran status, or any other legally protected status under local, state, or federal law.