



PORT SHELDON TOWNSHIP

16201 Port Sheldon Street, West Olive, MI 49460
Telephone 616-399-6121 Fax 616-399-7173
www.portsheldontwp.org | info@portsheldontwp.org

BOARD MEETING

AGENDA

Wednesday – February 12th, 2025

5:30 P.M.

1. Call to order
2. Roll Call
3. Pledge of allegiance
4. Invocation
5. Additions to Agenda
6. Approval of Agenda
7. Consent Agenda Approval
 - a. Approve Minutes- Regular mtg. – January 8, 2025*
 - b. Approve Financial Report
 - c. Approve Correspondence*
 - d. Approve Committee Reports*
 - e. Approve payment of Bills
8. Supervisor Report – General Updates
9. Wage Resolutions*
10. Set date for Budget workshop - February 18, 2025 at 12:00 noon
11. Set Budget Public Hearing – During Regular March 12, 2025 Board of Trustees Meeting
12. Consider – Kouw Park Gate Repair Estimate (January Vehicular Accident Damage) *
13. Consider – Planning Commission Recommendation Recreation Vehicle Parking*
14. Consider – Planning Commission Recommendation Agri-Tourism SLU*
15. Consider – Ottawa County Drain Easement request – Sheldon Dunes*
16. Consider – Ron Wood Easement Request –70-11-21-193-001*
17. Discuss - Clerk Early voting update
18. Consider – State Earned Sick Time Act policy compliance
19. Consider – Mckenna Addendum*
20. Consider - Budget Amendment – Building/Zoning Consultants
21. Additions to Agenda
22. Public Comment
23. Adjourn

*** Information included in packet**

Next Meeting – March 12th, 2025

**Minutes of a Regular Meeting of the
Port Sheldon Township Board
January 8, 2025 – 5:30 P.M.**

1. Call to order
2. Roll Call

Present: Michael Sabatino, Meredith Hemmeke, Rachel Frantom, and Lucas DeVries.

Absent: Bill Monhollon

Also present: Attorney Sophie Stoepker, Fire Chief Brad Dirkse, and two residents/guests. Pledge of allegiance.

3. Invocation

Luke DeVries offered the invocation.

4. Additions to Agenda:

- Building Admin Diane Jansen resignation and end date of December 30, 2024 for discussion. Candidate Search discussion.

5. Approval of Agenda with additions.

Motion by Rachel Frantom approve the agenda with additions. Supported by Luke DeVries and carried.

6. Consent Agenda Approval

- a. Approve Minutes- December 11, 2024 Regular Meeting.
- b. Approve Financial Report
- c. Approve Correspondence:

- Consumers Energy Press Release about extracting and repurpose of the coal ash.
- Building Administrative Assistant resignation letter.

- d. Approve Committee Reports

- Building – Eleven permits issued with one new house start. For 2024, the building department issued 188 total permits with 30 new home starts and 20 townhome starts for Port Sheldon.
- Fire Department – Thirty- four calls and two meetings. 2024 Full year report totaled Two-hundred seventy-two calls.
- Code Enforcement – Year-to-date report. Thirty-seven total enforcements for the year with twenty-nine complaints resolved.

- e. Approve payment of Bills

Motion by Rachel Frantom to approve the consent agenda. Supported by Luke DeVries and carried.

7. Consider -Resolution- Fire Dept Operation Millage (May Election)

Motion by Meredith Hemmeke to adopt a resolution approving ballot proposal language for the May 6, 2025 election. The proposal requests approval of .55 mills for a period of seven years for the operation of the township fire department, contingent on verification of the language with attorney. Supported by Rachel Frantom and carried with four yes roll call votes. Ayes: Luke DeVries, Mike Sabatino, Meredith Hemmeke and Rachel Frantom. Nays: None

8. Appointments- Planning Commission.

Motion by Mike Sabatino to approve the re-appointment of Nicole Timmer to the Planning Commission for a three-year term expiring January 1, 2028. Supported by Luke DeVries and carried.

9. Request from West Ottawa Public Schools to collect the 2025 Summer Tax Levy.

Motion by Rachel Frantom to collect the West Ottawa Public Schools 2025 Summer Tax levy and direct Supervisor to sign. Supported by Meredith Hemmeke and carried with four yes roll call votes.

Ayes: Rachel Frantom, Meredith Hemmeke, Mike Sabatino, and Luke DeVries. Nays: None.

10. Request from Grand Haven Public Schools to collect the 2025 Summer Tax Levy.

Motion by Rachel Frantom to collect the Grand Haven Public Schools 2025 Summer Tax levy and direct Supervisor to sign. Supported by Luke DeVries and carried with four yes roll call votes. Ayes: Rachel Frantom, Meredith Hemmeke, Mike Sabatino, and Luke DeVries. Nays: None.

11. Poverty Exemption Resolution

Motion by Rachel Frantom to adopt the 2025 Poverty Guidelines Resolution. Supported by Luke DeVries and carried with four yes roll call votes. Ayes: Rachel Frantom, Lucas DeVries, Mike Sabatino, and Meredith Hemmeke. Nays: None.

12. Review – Bid Proposals -Kouw Park Beach Erosion Controls.

Motion by Rachel Frantom to direct Supervisor to gather more information on erosion controls for Kouw Park Beach. Supported by Luke DeVries and carried.

13. Review – Bid Proposals-Township Office Flooring.

Motion by Mike Sabatino to gather more information on Township Office Flooring options and poll office staff. Supported by Meredith Hemmeke and carried.

14. Review – Bid Proposals -Township Hall Flooring.

Motion by Meredith Hemmeke to direct Supervisor to gather more information on Township Hall Flooring options and report back. Supported by Rachel Frantom and carried.

15. Additions to Agenda

- Building Administrative Position

Motion by Meredith Hemmeke to accept Diane Jansen’s resignation, with regrets and direct the supervisor to start the candidate search for a building department administrative candidate. Supported by Luke DeVries and carried.

16. Public Comment.

Guest spoke about Kouw Park erosion and also Dark Sky.

17. Adjourn

Motion by Luke DeVries to adjourn. Supported by Rachel Frantom and carried.

The meeting adjourned at 6:22 pm.

Meredith Hemmeke, Clerk

From: [Joseph McCarter](#)
To: [Joseph McCarter](#)
Subject: 5th Township Board in Ottawa County Passes "Save The Campbell" Resolution, and We are Encouraged More to Follow!
Date: Thursday, January 16, 2025 9:07:57 PM

Dear Board Member:

We are thankful to be able to report that Chester Township has now joined Jamestown, Blendon, Polkton, and Zeeland Township boards in passing such a resolution. If your board has not, will you consider doing so soon?

It is critical that we present a united voice as a County to Consumers Energy and MPSC that we do not want this 2025 closure and demolition of the Campbell plant which provides reliable electric to 1 million regional residents.

We are also working to get the County Board to pass such a resolution and then to take necessary legal action if Consumers Energy fails to listen to us. There is strong legal ground for Ottawa County in joining Wolverine Power in litigation on this, should Consumers Energy not heed our request. DTE is not shutting its far more polluting Monroe plant until 2032. West Michigan should not be the guinea pig in an experiment that our regional grid operator MiSO says will not work. Michigan law recognizes the need for closure delay when grid reliability is in danger, such as MISO warns.

Sincerely,

Joseph Parnell McCarter

SaveTheCampbell.com

January 22, 2025

Michael Sabatino, Manager
And Board of Trustees
Port Sheldon Township
16201 Port Sheldon St.
West Olive MI 49460

Dear Mr. Sabatino and Trustees:

I recently attended the Open House at Port Sheldon Township regarding the redevelopment of the Consumers Energy JH Campbell coal plant site. I was very impressed with the presentation and plan options your consultants had prepared. While I am not a Township resident, I have a deep interest in encouraging the future installation of a large-scale solar energy array on the Consumers property. It simply makes great sense, both environmentally and economically, to put those existing transmission lines to smart use.

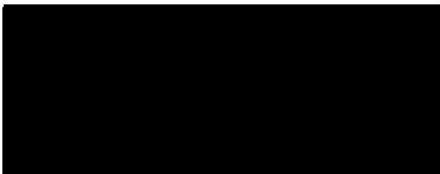
And from the comments I heard that evening from your township residents, it sounds like they might rather have solar panels for a neighbor than high density housing units! Where I live in Laketown Township there is a community solar project which has been a totally unobtrusive, quiet and congenial neighbor for many years. I have never heard anyone complaining about it and I only wish I had taken the option to buy into it when it was built.

Simply put, I hope your township will promote discussion with your residents and Consumers Energy to discuss a large-scale solar array as part of the redevelopment plan.

Respectfully submitted,



Laura Judge
6510 Oakwood Lane



PORT SHELDON FIRE DEPARTMENT

January 2025 - 36 calls plus 2 meeting

January

Medical - 14

Canceled Enroute - 3

Service Call - 3

Lift Assist - 3

Good Intent - 3

P.I. Accident - 2

Fire Alarm - 2

Commercial Fire - 2

Station move up - 1

Vehicle Fire - 1

Electrical Fire - 1

CO Alarm - 1



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January 22, 2025

The Wage and Compensation Committee recommends that the township board receives an increase of 4% for the fiscal year of 2025-2026. This recommendation is based on the COLA number of 2.5% and on the basis that in 2023 the board passed an increase of 4% when COLA was 8.7%. We as a committee make this recommendation to catch up to the COLA. We also recommend that in the future we base increases on COLA and the rate that taxes are capped at, which is not more than 5%.

We as a committee also recommend that the township implement Merit raises for employees that are not elected. This would follow a performance review, which will be held annually. The performance review is based on performance ratings. These performance ratings will be what the increase will be based on. It will be calculated by a 1-5 rating and then using those numbers an average will be calculated and that is what the employee will receive as an increase.

I have attached how the increases are calculated based on what percentage that the board chooses.

We recommend a 4% increase for the township board.

We recommend up to a 5% increase for the township employees.

Thank you,

Meredith Hemmeke and Kathy Robbins

Port Sheldon Township Annual Performance Review

Employee Name:

Evaluation Date:

Job Title:

Hire Date:

Performance Ratings

Rate 1-5

1-Unsatisfactory, 2-Developing, 3-Proficient, 4-Advanced, 5-Exemplary

Measurement	Select 1-5	Comments
General Skills	Please Select	
Job Knowledge	Please Select	
Quality of Work	Please Select	
Multitasking Abilities	Please Select	
Communication Skills	Please Select	
Problem Solving	Please Select	
Customer Service	Please Select	
Attendance	Please Select	
Reliability and Dependability	Please Select	
Leadership	Please Select	
Judgement and Decision-making Skills	Please Select	
Teamwork and Collaboration	Please Select	
Role-Specific Skills		
Creation and timely submission of reports	Please Select	
Implementation of projects and output	Please Select	
Presentation of data and reports	Please Select	
Performs the assigned tasks and duties	Please Select	
Overall Rating	0.00	

MAJOR ACCOMPLISHMENTS *(Highlight significant achievements and contributions achieved)*

Accomplishment	Date	Impact or Benefits

PREVIOUS YEAR GOAL ACHIEVEMENT AND PROGRESS

GOAL	ACHIEVED (YES/NO)	COMMENTS

STRENGTH AND AREAS OF IMPROVEMENT

Strength	Example/Scenario
Areas for Improvement	Action Plan

GOALS FOR THE COMING YEAR

Goal	Target Date	Success Criteria	Resources Needed

Manager Name: _____
 Manager Signature: _____

Date: _____

Reviewer Name: _____
 Reviewer Signature: _____

Date: _____

Employee Name: _____
 Employee Signature: _____

Date: _____



3900 28th Street SW
PO Box 173
Grandville, MI 49468-0173
Ph. (616)532-6222



Quote Date: 1/20/25
Quote Number: 012025BC-10

Port Sheldon Township
16201 Port Sheldon St
West Olive, MI 49460

Kouw Park
Repair fence, gate & gate operator
hit by car

We are pleased to submit our quote to repair the fence, gate, and gate operator that were hit by a vehicle at the north drive of the Kouw Park. Repairs include removal and replacement of (3) sections of 5' high, industrial grade, UAS-100, 3 rail, ornamental aluminum fence by Ultra Aluminum including (3) 1-1/2" line posts and (1) 2-1/2" end post, remove and reuse the existing quad finials and ball top post caps from the existing posts and fence sections, straighten one 4" roller post and one 3" gate operator post, replace (15') of 5' high 2" x 8 ga finish extruded black chain link fence fabric on the backside of the ornamental fence, straighten the existing black, chain link cantilever slide gate including cutting out the bent portions of the top and bottom rail and welding new in as required, and removal and replacement of (1) HSLG-121 gate operator that is bent and twisted preventing the door from opening and closing properly. We will be reusing all existing accessories such as bump edges, heaters, loop detectors, and radio receivers for example from the damaged gate operator on the replacement gate operator. There is nothing included for an electrician to disconnect the electric for operator removal and reconnection of the electric after installation of the new gate operator.

Total with NO tax included

\$11,495.00

OPTION #1: If the gate operator returns to its original shape after we have straightened the gate operator mounting posts and a new gate operator is not required to open and close the door of the gate operator properly, then you could **deduct \$5,520.00** from the above total. We will not know if this is an available option until we perform the preliminary repairs to straighten out the gate and gate posts, and replace the fence sections required.

Thank you for the opportunity to give you this quote. If you have any questions, please feel free to contact me.

Respectfully submitted by: Ben Cole CFP



THE ABOVE PRICE IS FIRM FOR A PERIOD OF **10** DAYS FROM THIS DATE.

Accepted by: _____ Date: _____

PORT SHELDON TOWNSHIP
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. 2025-___

AN ORDINANCE TO AMEND THE PORT SHELDON TOWNSHIP ZONING ORDINANCE; TO AMEND SECTION 4.09 TO ADD NEW REGULATIONS RELATED TO THE STORAGE OF RECREATIONAL VEHICLES AND EQUIPMENT.

THE TOWNSHIP OF PORT SHELDON, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Amendment of Section 4.09. Section 4.09 of the Port Sheldon Township Zoning Ordinance is amended to read in its entirety as follows:

Section 4.09. Storage of Recreational Vehicles and Equipment

1. In the R-1 and LSR zoning districts, not more than four (4) recreational vehicles or pieces of recreational equipment including but not limited to boats, boat trailers, campers, recreational vehicles, and snowmobiles shall be stored or parked for longer than six (6) months per calendar year unless located within a side or rear yard or within an enclosed building.
2. Recreational vehicles or equipment may only be stored pursuant to this Section if they are licensed, operational and in good working condition. This section shall not be construed to permit the keeping or storage of junk or otherwise non-operational recreational vehicles or equipment. In no case shall such storage be permitted in the a public or private road right of way or easement, in a clear vision corner as outlined in Section 4.04, or in any manner that obstructs the sidewalk or otherwise impedes traffic or pedestrian movement.
3. Recreational vehicles and equipment shall be not be stored located within five feet of any side or rear lot line.
4. All storage or parking of recreational vehicles and equipment shall only be permitted on lots that contain an occupied dwelling unit, and shall be owned by the occupant of the dwelling unit.
5. Recreational vehicles and equipment shall not be utilized as a dwelling, either temporarily or permanently, unless located in a licensed campground or other facility lawfully operating for such purpose.

Section 2. Amendment of Section 16.03(7). Section 16.03(7) of the Port Sheldon Township Zoning Ordinance is amended to read in its entirety as follows:

7. The parking and storage of recreational vehicles and equipment is regulated by Section 4.09.

Section 3. Severability. The provisions of this Ordinance are declared to be severable. Should any provision, section, or part of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section, or part involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

Section 4. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 5. Effective Date. This Ordinance shall take effect eight days after publication in the *Holland Sentinel*, a newspaper having general circulation in the Township, pursuant to the provisions of Act 110 of 2006, as amended.

Michael Sabatino
Township Supervisor

Meredith Hemmeke,
Township Clerk

PORT SHELDON TOWNSHIP
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. 2025-___

AN ORDINANCE TO AMEND THE PORT SHELDON TOWNSHIP ZONING ORDINANCE; TO AMEND SECTION 2.03 PERTAINING TO DEFINITIONS; TO AMEND SECTION 3.05 PERTAINING TO THE TABLE OF PERMITTED AND SPECIAL LAND USES; TO AMEND SECTION 10.03 PERTAINING TO SPECIAL LAND USES IN THE AG-1 DISTRICT; TO AMEND SECTION 16.06 PERTAINING TO MINIMUM PARKING REQUIREMENTS; AND TO AMEND SECTION 18.12 PERTAINING TO SPECIAL LAND USE STANDARDS FOR AGRICULTURAL ENTERTAINMENT VENUES.

THE TOWNSHIP OF PORT SHELDON, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Amendment of Section 2.03. Section 2.03 of the Port Sheldon Township Zoning Ordinance is amended to read in its entirety as follows:

Agricultural Entertainment Venue: An establishment providing agricultural-related entertainment, education, or other farm-related events and activities.

Section 2. Amendment of Section 3.05. The “Table of Permitted and Special Land Uses” in Section 3.05 of the Port Sheldon Township Zoning Ordinance is amended to add the following land use, which is inserted in alphabetical order:

	Zoning Districts					
	AG-1	R-1	LSR	C	I	OS
Agricultural Entertainment Venue	S					

Section 3. Amendment of Section 10.03. Section 10.03 of the Port Sheldon Township Zoning Ordinance is amended to add the following special land use, which is inserted in alphabetical order:

- Agricultural Entertainment Venue

Section 4. Amendment of Section 16.06. The table of parking requirements in Section 16.06 of the Port Sheldon Township Zoning Ordinance is amended to add the following land use, which are inserted in alphabetical order:

Use	Minimum Parking Requirement
Agricultural Entertainment Venue	Applicant shall demonstrate parking demand

Section 5. Amendment of Section 18.12. Section 18.12 of the Port Sheldon Township Zoning Ordinance is amended to read in its entirety as follows:

Section 18.12 Agricultural Entertainment Venues

1. Agricultural entertainment venues shall be subject to the following requirements:
 - A. The operator of the venue shall either (1) occupy a primary residence on or immediately adjacent to the property; or (2) shall operate on the property a farm or farm operation as defined by this Ordinance.
 - B. The minimum lot size shall be five (5) acres.
 - C. Outdoor activities related to the venue, except for off-street parking and driveways, shall not be conducted within any required yard.
 - D. The maximum number of individuals permitted on the property at any one time, excluding the property owner and their employees, shall be determined by the Planning Commission based on the size of the property anticipated traffic, the nature of the activities, proposed hours of operation, proximity to adjacent residences, the area of the property, and similar factors, but in no case shall exceed 50 people.
 - E. Adequate off-street vehicle parking shall be provided. The parking surface need not be paved, but shall be surfaced with a suitable durable material and maintained in a safe condition free of mud, dust, ponding, etc. An off-street parking area shall be screened from the view of neighboring dwellings by either natural vegetative screening, a planted vegetative buffer acceptable to the Planning Commission, or with a privacy fence not to exceed six (6) feet in height, or some combination thereof.
 - F. Activities on the site shall be primarily related to gardening and/or agricultural practices, or shall involve the use of agricultural products produced in whole or in part on the property or on an affiliated farm.
 - G. No retail sales or markets open to the general public shall be permitted. Activities on the site shall be limited to scheduled educational classes, crafts, lessons, and similar activities that are customary of a rural residential atmosphere. Large activities such as weddings and receptions shall not be permitted.
 - H. The Planning Commission shall establish the number of permitted activities per day or per week on an agricultural event venue. In making this determination, the Planning Commisison shall consider anticipated number of visitors, anticipated traffic, the nature of the activities, proposed hours of operation, proximity to adjacent residences, the area of the property, and similar factors.
 - I. The Planning Commission may require an annual review if deemed necessary.
 - J. A restroom facility shall be provided in addition to bathrooms located in the dwelling unit located on the property.
 - K. Small amounts of food and beverages may be provided to patrons on the premises, but caterers or full-scale kitchens shall not be permitted. Alcoholic beverages shall not be permitted.

2. Additional Requirements. The Planning Commission may impose additional conditions and limitations upon the operation of an agricultural entertainment venue concerning traffic, traffic patterns, parking arrangements, noises, disturbances, and other operational aspects based on experience with the operation.

Section 6. Severability. The provisions of this Ordinance are declared to be severable. Should any provision, section, or part of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section, or part involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

Section 7. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 8. Effective Date. This Ordinance shall take effect eight days after publication in the *Holland Sentinel*, a newspaper having general circulation in the Township, pursuant to the provisions of Act 110 of 2006, as amended.

Michael Sabatino
Township Supervisor

Meredith Hemmeke,
Township Clerk



County of Ottawa

Office of the Water Resources Commissioner

Joe Bush
Commissioner

Shaun McLarty
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460

Ph.(616) 994-4530

FAX (616) 994-4529

Email waterresourcescommissioner@mioottawa.org

January 6, 2025

Port Sheldon Township
16201 Port Sheldon Rd
West Olive, Michigan 49460

RE: Sheldon Dunes No. 2 Drain

Dear Property Owner:

As you may be aware, the Ottawa County Water Resources Commissioner's office received a petition to locate and maintain the Sheldon Dunes No. 2 Drain near your property in Port Sheldon Township, MI. A Board of Determination was held on November 17, 2022, and the project was determined necessary and conducive to the public health, convenience, or welfare. As discussed at the Board of Determination meeting the existing system is currently considered an orphan drain, or in other words, no one has jurisdiction over the system which is why it has not been maintained for so long. Now that the system will be designated as an Ottawa County Drain, my office will have jurisdiction to maintain the system now and in the future. My office has retained Eng., Inc. to design and oversee the improvements for this project.

The project will include maintenance of the existing storm sewer system throughout the Sheldon Dunes area. My office is working through final design and approval from all necessary agencies, but the project will likely include the following:

- Cleaning debris and sediment out of the existing storm sewers and structures
- Removal of debris and sediment that has accumulated in the retention basin area (located primarily on the Township property west of Lakeshore Avenue, north of Rolling Dunes Drive, and south of Hidden Treasure Drive
- Installation of two new leaching basins at Whispering Sands Drive and Sheldon Dunes Drive to reduce ponding (a leaching basin is a concrete catch basin that collects stormwater runoff and allows it to infiltrate in the ground).

To establish this as a County Drain, we require that the entire stormwater system is located within an easement granted to the drain district. The requested easement is described and depicted in the attached document. There are existing easements over much of the existing storm sewer system (as shown in the original plat for the Sheldon Dunes development). While the original easement still exists, a new easement is required so my office can legally work on the drain.

If the enclosed easement is acceptable to you, please sign it in blue ink in the presence of a Notary Public. Notary Public services are available at your local bank, or you may also contact our office to arrange to have your signature notarized. After the easement is signed and notarized, please forward it to our office in the enclosed self-addressed stamped envelope. Upon our receipt of the documents, our office will record the easement with the Register of Deeds and a copy of the easement will be provided for your records.



County of Ottawa
Office of the Water Resources Commissioner

Joe Bush
Commissioner

Shaun McLarty
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460

Ph. (616) 994-4530

FAX (616) 994-4529

Email waterresourcescommissioner@mioottawa.org

If you have any questions regarding the easement, please contact the Project Engineer, Joe Westerbeke, PE at (616) 743-7070 or our office at (616) 994-4530.

Please respond by January 24, 2025. I look forward to receiving your signed easement. Thank you for your time and attention.

Sincerely,

Joe Bush
Ottawa County Water Resources Commissioner

Attachments: Easement with Exhibit "A"

cc: Joe Westerbeke, PE (Eng., Inc.)

DRAIN EASEMENT
Parcel I.D. No. 70-11-04-103-001
SHELDON DUNES NO. 2 DRAIN

For and in consideration of the payment of One Dollar (\$1.00) and the prospective benefits to be derived because of the establishment, construction, operation, maintenance and improvement of the Sheldon Dunes No. 2 Drain (the "Drain"), a county drain under the supervision of the Ottawa County Water Resources Commissioner, whose address is 12220 Fillmore Street, Room 141, West Olive, Michigan 49460;

Port Sheldon Township, a Michigan municipal corporation, of 16201 Port Sheldon Road, West Olive, Michigan 49460, ("Landowner"), which is the owner of lands described in *Exhibit A* ("Property"), now conveys and releases to the Sheldon Dunes No. 2 Drain Drainage District ("Drainage District"), of 12220 Fillmore Street, Room 141, West Olive, Michigan 49460, an easement for purposes of establishment, construction, operation, maintenance and improvement of the Drain and for the storage of water over and across a portion of the Property ("Drainage and Detention Easement"), as described and depicted in the attached *Exhibit A* ("Drainage and Detention Easement Area"). Landowner also conveys and releases to the Drainage District an easement over and across the Property for purposes of ingress and egress in connection with the establishment, construction, operation, maintenance, and improvement of the Drain ("Ingress and Egress Easement").

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Drainage and Detention Easement Area for the uses and purposes of drainage and storage of water with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance, and improvement of the Drain.

This conveyance shall also be deemed a sufficient conveyance to vest in the Drainage District an easement over the Property for the uses and purposes of ingress and egress with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance, and improvement of the Drain.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors on the without the prior written consent of the Drainage District, which shall not be unreasonably withheld. This conveyance shall also be deemed sufficient to vest in the

Drainage District an easement over the Property for the clearing and/or grading of the Property and the spreading and/or removal of spoils and excavated materials.

The Drainage and Detention Easement and Ingress and Egress Easement shall be binding upon Landowner and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land in perpetuity.

Exempt pursuant to: MCL 207.505(a) and MCL 207.526(a).

**PORT SHELDON TOWNSHIP
a Michigan municipal corporation**

Dated: _____, 20__

By:
Its:

STATE OF _____)
COUNTY OF _____)^{ss.}

On this _____ day of _____, 20__, before me, a Notary Public in and for said County, personally appeared _____, _____ of Port Sheldon Township, a Michigan municipal corporation, as fully authorized to execute all documents necessary and related to the above conveyances, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

_____, Notary Public
State of _____, County of _____
My Commission Expires: _____
Acting in the County of _____

Drafted By:

Amanda J. Knutson (P85668)
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864
(517) 381-0100

When Recorded Return To:

Joe Bush
Ottawa County Water Resources Commissioner
12220 Fillmore Street, Room 141
West Olive, Michigan 49460
(616) 994-4530

EXHIBIT "A"

PARCEL NUMBER: 70-11-04-103-001

PARCEL OWNER: PORT SHELDON TOWNSHIP

PROPERTY ADDRESS: 0 LAKESHORE DR
WEST OLIVE, MI 49460

OWNER'S ADDRESS: 16201 PORT SHELDON RD
WEST OLIVE, MI 49460

PARCEL DESCRIPTION:

SHELDON DUNES PARK & WELL SITE. SHELDON DUNES NO. 2, LOCATED IN THE CITY OF WEST OLIVE, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

DRAIN & DETENTION EASEMENT DESCRIPTION: THAT PART OF THE SHELDON DUNES PARK AND WELL SITE LANDS BEING PART OF THE PLAT OF SHELDON DUNES NO. 2 BEING A SUBDIVISION IN PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 4 TOWNSHIP 4 NORTH, RANGE 16 WEST, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN AS RECORDED IN LIBER 817 PAGE 757, OTTAWA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SHELDON DUNES PARK AND WELL SITE, THENCE N79°35'40"W ALONG THE SOUTHERLY LINE OF SAID SHELDON DUNES PARK AND WELL SITE 90.00 FEET, THENCE N56°35'W 65.00 FEET, THENCE N34°33'E 150.00 FEET, THENCE N9°34'56"W 63.26 FEET, THENCE N1°31'W 264.68 FEET, THENCE N73°30'W 206.93 FEET TO THE EASTERLY LINE OF LOT 48 SAID PLAT OF SHELDON DUNES NO. 2 EXTENDED, THENCE N18°E ON SAID EASTERLY LINE OF SAID LOT 48 AND EASTERLY LINE EXTENDED 186.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 48 AND THE SOUTHERLY LINE OF HIDDEN TREASURE DRIVE, THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF HIDDEN TREASURE DRIVE 20.00 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 47 SAID PLAT OF SHELDON DUNES NO. 2, THENCE S18°E ALONG THE WESTERLY LINE OF SAID LOT 47 A DISTANCE OF 182.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 47, THENCE S73°30'E ALONG THE SOUTHERLY LINE OF SAID LOTS 46 AND 47 SAID PLAT OF SHELDON DUNES NO.2 A DISTANCE OF 214.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 46 AND THE EASTERLY LINE OF SAID SHELDON DUNES PARK AND WELL SITE LANDS, THENCE S1°31'E ALONG SAID EASTERLY LINE 533.64 FEET TO THE POINT OF BEGINNING

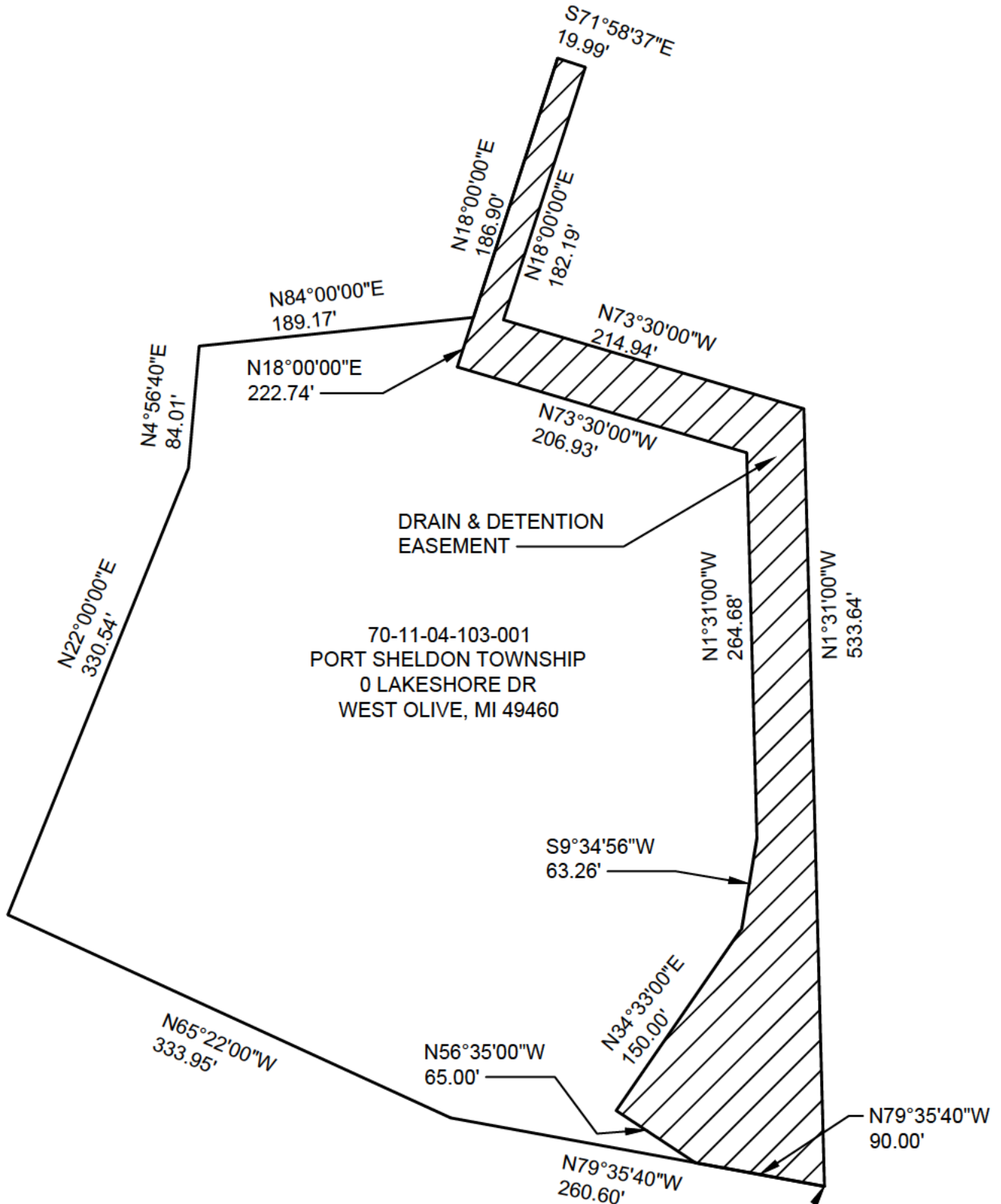
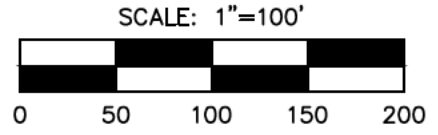
EXHIBIT "A"

PARCEL NUMBER: 70-11-04-103-001

PARCEL OWNER: PORT SHELDON TOWNSHIP

PROPERTY ADDRESS: 0 LAKESHORE DR
WEST OLIVE, MI 49460

OWNER'S ADDRESS: 16201 PORT SHELDON RD
WEST OLIVE, MI 49460



EASEMENT

This agreement (the Agreement) is entered into on _____, **2025**, between Port Sheldon Township, of 16201 Port Sheldon Street, West Olive, Michigan, 49460 (the Grantor), and Ronald Wood and Deborah Wood, his wife, 2824 Zendt Dr., Fort Collins, CO 80525 (the Grantee), on the following terms and conditions.

1. Purpose. Grantor and Grantee own adjacent parcels of land. Grantee wishes to purchase an easement from Grantor across Grantor's land for purposes of ingress and egress from a public road, Hillside Avenue, to Grantee's land, which will burden Grantor's parcel for the benefit of Grantee's adjacent parcel.

2. Burdened Property. Grantor owns land in Township of Port Sheldon, County of Ottawa, Michigan, described on the attached Exhibit B (the Burdened Property).

3. Consideration. Grantee, in consideration of the grant of the easement stated in this Agreement, agrees to pay Grantor Five Hundred (\$500.00) Dollars payable at the time of the signing of this Agreement.

4. Description of the Easement. Grantor grants to Grantee a non-exclusive easement for a driveway for ingress and egress for pedestrian and vehicular use over the Burdened Property 15 feet in width and as described and shown on the attached Exhibit C (the Easement), for the benefit of the benefited property (the Benefited Property) as described on the attached Exhibit A.

5. Condition and maintenance. The Grantee shall be solely responsible for maintaining the Easement and shall not allow it to become unsightly or a nuisance. Grantee may cover the driveway with gravel or pave the driveway and may landscape the Easement at Grantee's sole unrestricted option and expense, but subject to the approval of Grantor. The driveway shall be used only for access by residential traffic, deliveries, and guest parking going to and from a single-family residence located on the Benefited Property. If the Benefited Property is split or subdivided, this Easement may be assigned for the use of those parcels approved by the Township as other single-family residential parcels. The use must be for residential and related traffic only. The Grantor may provide additional maintenance or incorporate or modify the easement consistent with reasonable Park purposes so long as any modifications do not interfere with or limit

Grantee's use and peaceful quiet enjoyment of the easement. Any modification or maintenance completed at the direction of the Grantor shall be at the Grantor's sole expense.

6. **Interest in realty.** The driveway is to be an easement over the Burdened Property for the use, benefit and enjoyment of the Benefited Property and is to be an appurtenance to the Benefited Property and run with the land.

7. **Insurance.** The owner of the Benefited Property shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities which arise as a result of the use by the owner of the Benefited Property of the Easement and the owner of the Benefited Property's liability policy shall name the owner of the Burdened Property as an insured party for the owner of the Benefited Property's use of the Easement.

8. **Indemnification.** The owner of the Benefited Property agrees to indemnify and hold the owner of the Burdened Property harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person which may arise out of any of the owner of the Benefited Property's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, contractors, guests, or invitees.

9. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

10. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

11. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Ottawa County, Michigan.

13. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.

14. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A- Legal description of the Benefited Property

Exhibit B - Legal description of the Burdened Property

Exhibit C - Drawing and description of the Easement

15. **Effective date.** Owner and Grantee have signed this Agreement and it shall be effective as of the day and year first above written.

Grantor:

Township of Port Sheldon

Supervisor

Clerk

Grantee:

Ronald Wood

Deborah Wood

STATE OF MICHIGAN)
_____COUNTY)

Acknowledged before me in _____County, Michigan on _____, 2025,
by Township of Port Sheldon Supervisor _____, and by Township
of Port Sheldon, Clerk, _____.

Notary public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

STATE OF MICHIGAN)
_____COUNTY)

Acknowledged before me in _____County, Michigan on _____, 2024, by
Ronald Wood and Deborah Wood.

Notary public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

Drafted by and when recorded return to:
David J. Lee P23321
Booth Patterson, P.C.
4139 W. Walton Blvd., Suite F
Waterford, MI 48329

Exhibit A
Legal description of Park Burdened property

Exhibit B
Legal description of Wood property, Benefited property

Exhibit C
Drawing with legal description of easement.

EASEMENT - LEGAL DESCRIPTIONS

Exhibit A, Benefited Property

Property Description Ron Wood Parcel

Land situated in Section 21, Township 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan and described as Lots 27, 28, and 29, Plat of Postma's Subdivision, as recorded in Ottawa County Records. Also known as 6996 Hillside Avenue, West Olive, Michigan,

Exhibit B, Burdened Property

Property Description Park Property

The Park Land lying Northeasterly of Lots 152 and 153 Postma's Subdivision No. 2 being a subdivision on part of Section 21, Township 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan, according to the recorded plat thereof, Ottawa County, Michigan, Records. And also that part of vacated Division Avenue lying North of and adjacent to said Park.

Exhibit C, Easement

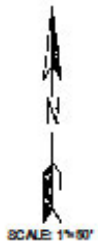
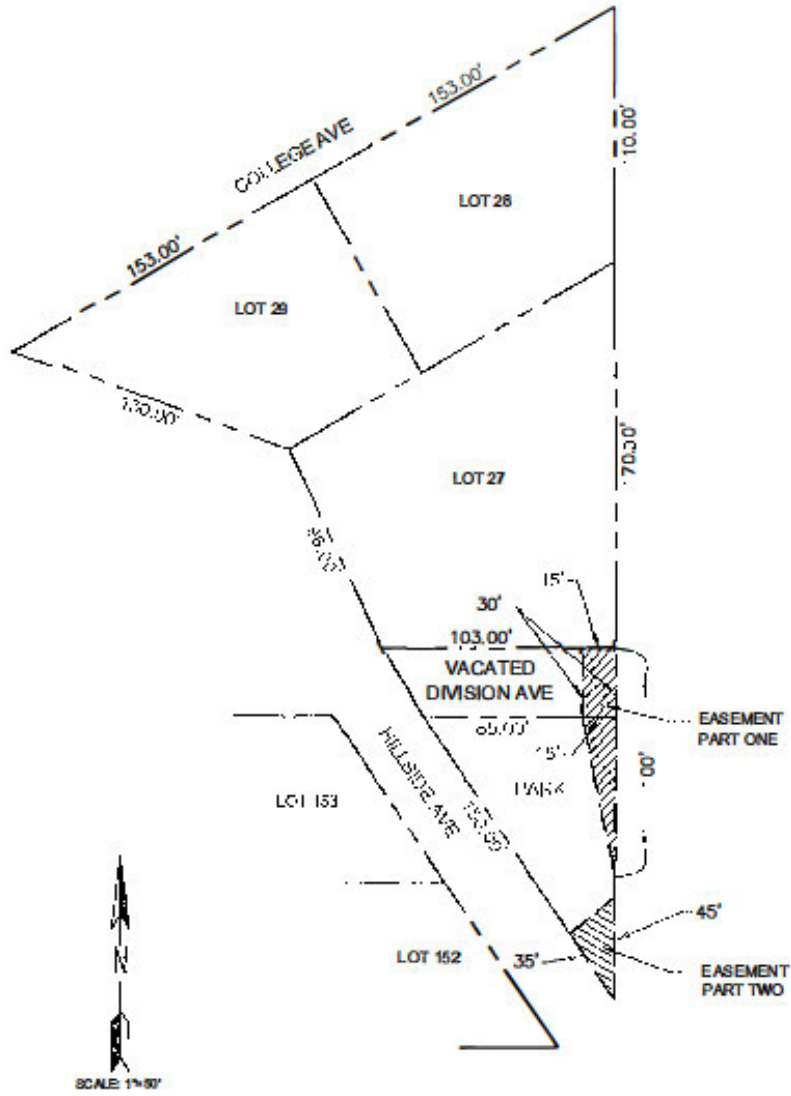
An ingress egress easement in two parts over part of the following described lands:

The Park Land lying Northeasterly of Lots 152 and 153 Postma's Subdivision No. 2 being a subdivision on part of Section 21, Township 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan, according to the recorded plat thereof, Ottawa County, Michigan, Records. And also that part of vacated Division Avenue lying North of and adjacent to said Park.

Easement part one more particularly described as beginning at a point on the North line of vacated Division Avenue at the East line of said Park extended, thence West 15 feet, thence South 30 feet, thence Southeasterly to a point on the East line of said Park said point lying 100 feet South from the point of beginning.

Easement part two more particularly described as beginning at the South corner of said Park, thence Northwesterly on the Easterly line of Hillside Avenue 35 feet, thence Northeasterly to a point on the East line of said Park said point lying 45 feet North from the point of beginning, thence South 45 feet to the point of beginning

EASEMENT



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MCKENNA

January 20, 2025

Mike Sabatino, Supervisor
Port Sheldon Township
16201 Port Sheldon Street
West Olive, MI 49460

Subject: Scope for Additional Services

Dear Supervisor Sabatino,

As you know, Port Sheldon Township is in the process of updating the Township Master Plan and creating an Economic Resiliency Plan in response to the closure of the Consumers Energy JH Campbell Plant decommissioning in 2025. The Master Plan update includes a full subarea plan where several development concepts have been discussed and considered. Through public engagement efforts and months of discussion with stakeholders, the project team arrived at three (3) scenario-based long-range plan concepts that addresses potential land uses, preservation, and development possibilities for Consumers Energy owned parcels. The three (3) concepts were designed as a response to the RFP issued by the Township in late 2023.

Through public engagement efforts and additional conversations/workshops with entities such as Ottawa County Public Utilities, the Planning Commission, Lakeshore Advantage, Consumers Energy, and the Consumers Energy Quarterly Stakeholder Group, it has quickly emerged that a fourth “hybrid” development scenario for the Consumers Energy Subarea is imperative. The primary purpose for the hybrid scenario is to combine and adjust elements the public both liked and disliked about the three (3) other concepts. This fourth and final scenario will be the “preferred concept” that will be included in the Master Plan.

As such, both time and budget for a fourth concept is not part of the current scope of work, and is above and beyond the current contract for services. The following includes a proposed scope of work, timeline, and associated cost for drawing a fourth preferred scenario concept and associated engagement meetings and tasks.

PREFERRED CONCEPT SCENARIO SCOPE OF WORK

The Matrix below describes each proposed task for the new hybrid scenario and associated timeline. The total time for the hybrid scenario concept includes the following major tasks:

1. A fourth hybrid concept
2. Additional stakeholder meetings and feedback loops with Consumers Energy and Lakeshore Advantage
3. A final public open house to validate the hybrid approach
4. Attendance at the Planning Commission and Township Board adoption meetings



Project Task	# of Hours (total consulting team)	Month				
		Feb 2025	March 2025	April 2025	May 2025	June 2025
Debrief with Township, Consumers Energy (CE), and Lakeshore Advantage (LA)	6					
Internal process workshop for hybrid concepts and workflow	12					
Draft hybrid scenario Plan	8					
Internal review and revisions of draft	6					
Refinements to hybrid scenario	2					
3 renderings	24					
Revised package for hybrid scenario	6					
Internal review of hybrid scenario and revisions	6					
Review meeting with Township, CE, and LA	9					
Refinements to hybrid scenario and Future Land Use	15					
Boards for outreach and open house materials	10					
Invites, press release, pre-event communications	2					
Final open house #3 (including setup and cleanup)	10					
Final open house feedback summary	8					
Debrief meeting with Township, CE, and LA	6					
Planning Commission meeting	12					
Township Board meeting	12					
TOTAL ADDITIONAL HOURS	154					

PROPOSED FEE

Based on the above scope of work, considering drawings for a fourth concept, revisions, and both internal and public feedback loops, the lump sum fee is not-to-exceed **\$18,500**. Please note that this scope of work can be adjusted to right-size the Township's needs. For example, elimination of the third public open house, publications, or reduced number of renderings.



Please do not hesitate to reach out with any questions regarding this proposal and scope of work. We look forward to our continued partnership with Port Sheldon Township and appreciate your consideration.

Respectfully Submitted,

McKENNA

Danielle Bouchard

Danielle Bouchard, AICP
Senior Principal Planner