



Agenda for the
Allendale Charter Township Board Meeting
Monday, July 27, 2026, 6:00 p.m.
Fire Department Training Room
6660 Lake Michigan Dr., Allendale MI, 49401

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Invocation given by Mikal MacDonald
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the July 13, 2026, Regular Board Meeting Minutes
 - Bills
 - Interim Payments
- For information
- Public Hearings
- Public Comments
- Guest Speakers
 - Fire Chief Mike Keefe
- Action Items
 - Comcast Franchise Agreement
 - Memorandum of Understanding: Transmission Watermain Between Allendale Charter Township and the City of Coopersville
 - Ordinance 2026-09 - First Reading: Zoning Text and Map Amendment
 - Ordinance 2026-10 - First Reading: Subdivision of Land Text Amendment
- Discussion Items
- Public Comments
- Board Comments
- Adjournment

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

- Account: ACT_Guest Password: ACTguest
- Agenda and Packet file location: www.allendalemi.gov → Boards & Committees → Board of Trustees
→ Minutes & Agendas

**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
JULY SESSION 1st DAY**

The Allendale Township Board of Trustees met at the Allendale Township Auditorium, located at 6676 Lake Michigan Drive, on Monday, July 13, 2026, at 6:00 p.m. and was called to order at 6:00 p.m. by Mr. Elenbaas.

Present at Roll Call: Mr. MacDonald; Mr. Elenbaas; Ms. Hansen; Mr. Zeinstra; Ms. Schuitema; Mr. Smit; and Mr. Vander Wall (7)

Absent at Roll Call: None (0)

Staff and Guests Present: Bob Sullivan, Legal Counsel; Chad Doornbos, Public Utilities Superintendent; Gary Nestle, Public Utilities Supervisor; Ryan Vander Ploeg, Public Utilities Operator II; and Sylvia Rhodea, Ottawa County Commissioner.

Mr. Elenbaas pronounced the invocation.

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

BOT 26-101 Mr. MacDonald with support from Mr. Zeinstra moved to approve the agenda of today as amended by removing Mike Keefe, Fire Chief as a Guest Speaker. The motion passed.

BOT 26-102 Mr. Smit with support from Mr. MacDonald moved to approve the following Consent Resolutions:

1. To approve the Minutes of the June 22, 2026, Board of Trustees meeting as presented.
2. To approve the general claims in the amount of \$928,267.78 and interim payments of \$239,432.08, as presented by the summary report for July 13, 2026.

The motion passed.

Items Received for Information

1. June 15, 2026, Planning Commission Minutes.
2. June Sheriff's Department Report.
3. June Fire Department Report.
4. Zach Fields- notice of Michigan Certified Assessing Technician Certification.

Public Hearings- None

Public Comments- None

BOT 26-103 Mr. Elenbaas with support from Mr. Vander Wall moved to close public comment. The motion passed.

Guest Speakers

Sylvia Rhodea, Ottawa County Commissioner provided several county updates including Allendale 4th of July Celebrations, Community Mental Health and Parks and Recreation millage proposals, Housing Advisor Board seat, Ottawa County Board of Commissioner Strategic Plan, Zeeland Solar Project, and Solid Waste Ordinance.

Chad Doornbos, Public Utilities Superintendent; Gary Nestle, Public Utilities Supervisor; and Ryan Vander Ploeg, Public Utilities Operator II, discussed the need for a new Computerized Maintenance Management System.

Several board members had questions and comments.

Action Items

BOT 26-104 Mr. Zeinstra with support from Ms. Schuitema moved to approve and authorize the Public Utilities request to purchase a Computerized Maintenance Management System from Waterly at an initial cost of \$32,930.00, and annual fees of \$4,430.00, and to approve the necessary budget amendments. The motion passed as shown by the following votes:

YEAS: Mr. Zeinstra; Mr. MacDonald; Ms. Hansen; Ms. Schuitema; Mr. Elenbaas; Mr. Smit; and Mr. Vander Wall (7).

NAYS: None (0)

ABSENT: None (0)

Discussion Items

The Board discussed planning for the 2027 Independence Day celebration. In accordance with the Employee Handbook, Township office closures will follow the established holiday schedule. The Board agreed that all Independence Day festivities, including the fireworks display and Activities in the Park, will be held on Saturday, July 3, 2027. Mr. Elenbaas will notify the Allendale Rotary Club so parade planning can be coordinated accordingly.

Mr. Elenbaas provided an update on the Town Center Work Group, outlining the project's next steps and presenting a proposed Town Center Concept Guide. He will finalize the committee interest form and begin identifying and recruiting community members interested in serving on the work group.

Public Comments- None

BOT 26-105 Mr. Elenbaas with support from Mr. Smit moved to close public comment. The

motion passed.

Board Comments

Mr. Elenbaas provided a Head Assessor update. He discussed the wage range and the negotiating process.

BOT 26-106 Mr. Vander Wall with support from Mr. MacDonald moved to amend the agenda to add "Head Assessor Wage Range" to the Action Items. The motion passed.

Action Items

BOT 26-107 Mr. Vander Wall with support from Mr. MacDonald moved to amend the Head Assessor Wage Range to \$86,660.08 - \$135,000.00. The motion passed.

Board Comments

Ms. Schuitema commended the Independence Day fireworks display and shared positive social media feedback from an out-of-town visitor. The correspondence highlighted the welcoming atmosphere of the Allendale community and the visitor's positive experience during the Fourth of July festivities.

BOT 26-108 Ms. Schuitema, with support from Mr. MacDonald moved to adjourn the meeting at 7:22 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

07/23/2026 03:48 PM
User: DENISE
DB: ALLENDALE

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 07/15/2026 - 07/28/2026
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 1/7

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000 REVENUE					
101-000.000-266.000	WAGE GARNISHMENT PAYABLE	MICHIGAN STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT	2.07	
Total For Dept 000.000 REVENUE				2.07	
Dept 171.000 Supervisor					
101-171.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	63.98	
101-171.000-860.000	MILEAGE	ADAM ELENBAAS	MILEAGE REIMBURSEMENT - 2ND QTR 2026	296.60	
Total For Dept 171.000 Supervisor				360.58	
Dept 209.000 EMPLOYEE INSURANCES					
101-209.000-717.000	LIFE INS	UNUM LIFE INSURANCE COMP	LIFE INSURANCE - AUGUST	162.48	
101-209.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	556.47	
101-209.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	DELTA DENTAL PLAN OF MIC	DENTAL INSURANCE - AUGUST	1,871.59	
101-209.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUGUST	28,231.14	
Total For Dept 209.000 EMPLOYEE INSURANCES				30,821.68	
Dept 215.000 CLERK					
101-215.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	58.78	
101-215.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	854.60	
101-215.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	676.95	
101-215.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	(36.00)	
101-215.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	90.00	
101-215.000-802.000	Contracted Services	GENERAL CODE LLC	CODIFICATION - PUBLICATION	797.00	
Total For Dept 215.000 CLERK				2,441.33	
Dept 248.000 ADMINISTRATION					
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	63.49	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SCREEN CLEANING WIPES / COPY PRINTER	256.29	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	LABELS / INDEX CARDS	41.47	
101-248.000-732.000	SUPPLIES	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	35.61	
101-248.000-732.000	SUPPLIES	KATHARINE GLYNN	ALLENDALE LOGO APPAREL REIMBURSEMENT	22.00	
101-248.000-802.000-ITMONT	Contracted Services	VC3 INC	I/T SERVICES - JULY	5,940.48	
101-248.000-802.000-ITMONT	Contracted Services	VC3 INC	ANNUAL RENEWAL FIREWALL	2,443.00	
101-248.000-955.000	Miscellaneous	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	26.44	
Total For Dept 248.000 ADMINISTRATION				8,828.78	
Dept 257.000 ASSESSOR					
101-257.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	628.95	
101-257.000-802.000-ITMONT	Contracted Services	BS&A SOFTWARE	ANNUAL SERVICE/SUPPORT FEE - ASSESSIN	1,715.00	
101-257.000-955.000	Miscellaneous	COREWELL HEALTH WEST OCC	MEDICAL TESTING/SCREENING - NEW EMPLO	59.00	
Total For Dept 257.000 ASSESSOR				2,402.95	
Dept 262.000 ELECTIONS					
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	AUGUST BALLOTS - 06/29/26 TO 07/02/26	5.79	
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	AUGUST BALLOTS - 07/06/26 TO 07/10/26	13.04	
101-262.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	DATE STAMPS; WIRE CUTTERS; MARKERS	60.66	
101-262.000-955.000	Miscellaneous	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	17.80	
101-262.000-955.000	Miscellaneous	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	28.62	
Total For Dept 262.000 ELECTIONS				125.91	
Dept 265.000 BUILDING & GROUNDS					
101-265.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY	173.51	
101-265.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	167.56	
101-265.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	164.44	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 265.000 BUILDING & GROUNDS					
101-265.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	288.78	
Total For Dept 265.000 BUILDING & GROUNDS				794.29	
Dept 266.000 ATTORNEY					
101-266.000-802.025	CONTRACTED SERVICES-TAX TRIBUNA	SCHOLTEN FANT	DEJONG LEASING LLC 2025 TAX APPEAL	140.00	
Total For Dept 266.000 ATTORNEY				140.00	
Dept 270.000 HUMAN RESOURCES					
101-270.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	7.98	
101-270.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	207.00	
101-270.000-802.000-RECRUI	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	450.00	
101-270.000-955.000	Miscellaneous	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	8.67	
Total For Dept 270.000 HUMAN RESOURCES				673.65	
Dept 301.000 POLICE OFFICER					
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - JULY	4,648.52	
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - JULY	56,426.72	
Total For Dept 301.000 POLICE OFFICER				61,075.24	
Dept 336.000 FIRE DEPT					
101-336.000-721.000	PROFESSIONAL DEVELOPMENT	AMAZON CAPITAL SERVICES	URBAN ARMOR GEAR	197.32	
101-336.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	MOUNT WITH 20MM BALL	18.00	
101-336.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	314.99	
101-336.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY	58.32	
101-336.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	13.99	
101-336.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	40.00	
101-336.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - FIRE DEPT	1,778.12	
101-336.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	127.37	
101-336.000-930.000	Maintenance	AMAZON CAPITAL SERVICES	BATTERY	25.79	
101-336.000-935.000	Truck Maintenance	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	23.95	
101-336.000-955.000	Miscellaneous	COREWELL HEALTH WEST OCC	MEDICAL TESTING/SCREENING - NEW EMPLO	612.00	
101-336.000-972.000	EQUIPMENT REPLACEMENT	AMAZON CAPITAL SERVICES	BRASS WATER HOSE NOZZLES	23.24	
Total For Dept 336.000 FIRE DEPT				3,233.09	
Dept 446.000 ROADS					
101-446.000-861.000	Dust Control	SWB ENTERPRISES LLC	DUST CONTROL - JULY APPLICATION	7,800.00	
Total For Dept 446.000 ROADS				7,800.00	
Dept 448.000 STREET LIGHTS					
101-448.000-920.000	Electricity	GREAT LAKES ENERGY COOPE	ELECTRIC USAGE - JULY	28.22	
Total For Dept 448.000 STREET LIGHTS				28.22	
Dept 449.000 HIGHWAY-M45					
101-449.000-926.000-ELECTR	UTILITIES	GREAT LAKES ENERGY COOPE	ELECTRIC USAGE - JULY	59.69	
101-449.000-930.000	Maintenance	REINDERS, INC	SPRAY NOZZLES	148.50	
101-449.000-930.000	Maintenance	WESCO RECEIVABLES CORPOR	LUMINAIRES	6,343.75	
Total For Dept 449.000 HIGHWAY-M45				6,551.94	
Dept 567.000 CEMETERY					
101-567.000-802.000	Contracted Services	KERKSTRA PORTABLE RESTRO	PORTABLE RESTROOM RENTAL - CEMETERY	120.00	
101-567.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	20.94	
101-567.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	140.28	
Total For Dept 567.000 CEMETERY				281.22	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 672.000 LIFELONG LEARNERS					
101-672.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	72.34	
101-672.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	99.57	
101-672.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	32.37	
Total For Dept 672.000 LIFELONG LEARNERS				204.28	
Dept 751.000 RECREATION AND PARKS					
101-751.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	194.86	
Total For Dept 751.000 RECREATION AND PARKS				194.86	
Dept 753.000 COMMUNITY PROMOTIONS					
101-753.000-807.000-CONCER	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	38.26	
101-753.000-807.000-CONCER	COMMUNITY PROGRAMS	OTTAWA COUNTY FISCAL SER	DEPUTY SERVICES - COOLERS & CONCERTS	204.00	
101-753.000-807.000-CONCER	COMMUNITY PROGRAMS	OUTFRONT MEDIA	DIGITAL POSTERS - COOLERS & CONCERTS	1,000.00	
101-753.000-807.000-CONCER	COMMUNITY PROGRAMS	OUTFRONT MEDIA	DIGITAL POSTERS - COOLERS & CONCERTS	1,000.00	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	100.00	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	KERKSTRA PORTABLE RESTRO	PORTABLE RESTROOM RENTAL (5) - 4TH OF	600.00	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	KERKSTRA PORTABLE RESTRO	PORTABLE RESTROOM RENTAL - 4TH OF JUL	120.00	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	OTTAWA COUNTY FISCAL SER	DEPUTY SERVICES - 4TH OF JULY FIREWOR	1,074.00	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	OTTAWA COUNTY FISCAL SER	DEPUTY SERVICES - PARK PATROL - 4TH O	447.50	
101-753.000-807.000-INDEPE	COMMUNITY PROGRAMS	PYROTECNICO FIREWORKS IN	FIREWORKS DISPLAY @ 07/04/26 - FINAL	16,500.00	
101-753.000-900.000	PRINTING, PUBLISHING, & POSTAGE	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	44.46	
Total For Dept 753.000 COMMUNITY PROMOTIONS				21,128.22	
Dept 790.000 LIBRARY					
101-790.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	25.00	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	STYLUS FOR IPAD	7.99	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	DVD COLLECTION	27.99	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	RETURN CREDIT	(1.03)	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	44.99	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	51.00	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVD COLLECTION	80.16	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	10.99	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK REQUEST	10.79	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	12.64	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	67.96	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	92.25	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	56.87	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	147.94	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	23.48	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	69.94	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	23.18	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK REQUEST	22.56	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION CREDIT	(18.98)	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	127.07	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	65.45	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT COLLECTION	50.05	
101-790.000-732.000-BOOKSX	SUPPLIES	CENTER POINT LARGE PRINT	LARGE PRINT COLLECTION	200.16	
101-790.000-732.000-BOOKSX	SUPPLIES	MICROMARKETING LLC	ADULT COLLECTION	73.60	
101-790.000-732.000-BOOKSX	SUPPLIES	MUSKEGON AREA DISTRICT L	ADULT BOOK REPLACEMENT	21.99	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	11.54	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	11.87	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	102.50	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	320.28	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 790.000 LIBRARY					
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	6.49	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	7.49	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	20.99	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	51.94	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	29.14	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	39.79	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	12.34	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH COLLECTION	132.03	
101-790.000-732.000-CHILDB	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH BOOK RETURN CREDIT	(6.49)	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	PENS & CHARGING PORT	42.75	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	SPINE LABELS	46.77	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	BOOK PROCESSING TAPE	6.92	
101-790.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	CARD STOCK	11.34	
101-790.000-732.000-GENSUP	SUPPLIES	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	204.93	
101-790.000-802.000-AQUARI	Contracted Services	AQUA BLUE AQUARIUM SOLUT	AQUARIUM MAINTENANCE - JUNE	75.00	
101-790.000-802.000-COPIER	Contracted Services	OFFICE MACHINES COMPANY	PRINTING & COPY MACHINE CONTRACT - JU	174.56	
101-790.000-802.000-ITMONT	Contracted Services	NICHOLAS HEIMLER	BROADBAND SERVICES - JULY THRU SEPT 2	345.00	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	8.75	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	249.99	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	5.30	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	8.75	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	31.65	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	122.11	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	STORYTIME SUPPLIES	16.14	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	PAINT CLASS SUPPLIES	23.97	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	DINO DAY SUPPLIES	22.32	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	25.98	
101-790.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	80.20	
101-790.000-926.000-TRASHX	UTILITIES	ARROWASTE INC	RECYCLING/TRASH SERVICES	96.00	
Total For Dept 790.000 LIBRARY				3,632.38	
Total For Fund 101 General Fund				150,720.69	
Fund 490 WWTP BUILDING FUND					
Dept 537.000 SEWER					
490-537.000-971.000-GVSUTR	CAPITAL OUTLAY	F&V CONSTRUCTION MGMT IN	CONSTRUCTION ENGINEERING - APP #38	107,365.00	
490-537.000-971.000-WWTPPH	CAPITAL OUTLAY	MOORE & BRUGGINK INC	WRRF ENGINEERING & INSPECTION - JUNE	15,096.01	
490-537.000-971.000-WWTPPH	CAPITAL OUTLAY	RK DAVIS INC	WRRF PLANT DESIGN & CONSTRUCTION - JU	253,108.61	
Total For Dept 537.000 SEWER				375,569.62	
Total For Fund 490 WWTP BUILDING FUND				375,569.62	
Fund 494 Dda Development Fund					
Dept 901.000 CONSTRUCTION					
494-901.000-971.038	PARK IMPROVEMENT	FLEIS & VANDENBRINK ENG'	CONSULTATION SERVICES - TWP PARK - JU	11,800.00	
Total For Dept 901.000 CONSTRUCTION				11,800.00	
Total For Fund 494 Dda Development Fund				11,800.00	
Fund 592 Water & Sewer					
Dept 248.000 ADMINISTRATION					
592-248.000-802.000	Contracted Services	HILTI INC	FIELD INSPECTION SOFTWARE	768.00	
592-248.000-802.000-ITMONT	Contracted Services	VC3 INC	I/T SERVICES - JULY	3,960.32	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 248.000 ADMINISTRATION					
Total For Dept 248.000 ADMINISTRATION				4,728.32	
Dept 536.000 WATER					
592-536.000-717.000	LIFE INS	UNUM LIFE INSURANCE COMP	LIFE INSURANCE - AUGUST	26.42	
592-536.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	122.38	
592-536.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	DELTA DENTAL PLAN OF MIC	DENTAL INSURANCE - AUGUST	509.20	
592-536.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUGUST	7,425.70	
592-536.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	MICHAEL CAREY	EGLE CERTIFICATION S-3 EXAM FEE REIMB	70.00	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	BINDER CLIPS / EAR PLUGS	61.57	
592-536.000-732.000-METERS	SUPPLIES	ETNA SUPPLY COMPANY	SMART POINTS	11,340.00	
592-536.000-732.000-METERS	SUPPLIES	ETNA SUPPLY COMPANY	3/4 INCH METERS	7,800.00	
592-536.000-732.000-SAFESU	SUPPLIES	AMAZON CAPITAL SERVICES	PREMIUM SAFETY HARNESS	49.99	
592-536.000-732.000-SAFESU	SUPPLIES	HD SUPPLY INC	FACE SHIELDS	46.71	
592-536.000-732.000-SAFESU	SUPPLIES	SAFETY SERVICES INC	CONFINED SPACE AWARENESS TRAINING	1,200.00	
592-536.000-733.000	WATER COST	OTTAWA COUNTY PUBLIC UTI	WATER USE/SYSTEM MAINTENANCE - JUNE	145,422.46	
592-536.000-802.000-MULTIP	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY	203.58	
592-536.000-815.000	INSURANCE	BERENDS HENDRICKS STUIT	INSURANCE - TREATMENT PLANT EXPANSION	2,011.50	
592-536.000-926.000-ELECTR	UTILITIES	GREAT LAKES ENERGY COOPE	ELECTRIC USAGE - JULY	78.08	
592-536.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	409.82	
592-536.000-926.000-HEATME	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	320.39	
592-536.000-930.000	MAINTENANCE	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	16.98	
592-536.000-930.000-GENMAI	MAINTENANCE	AAA LAWN CARE INC	LATE SPRING LAWN CARE - FERTILIZER &	305.50	
592-536.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWN CARE &	LAWN SERVICE @ 64TH AVE LIFT STATION	160.00	
592-536.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWN CARE &	LAWN SERVICE @ 11594 68TH AVENUE - JU	160.00	
592-536.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWN CARE &	LAWN SERVICE @ 9722 68TH AVENUE - JUN	280.00	
592-536.000-930.000-SYSTEM	MAINTENANCE	WOLVERINE POWER SYSTEMS	GENERATOR PREVENTATIVE MAINTENANCE @	1,350.00	
592-536.000-935.000	Truck Maintenance	AUTOZONE STORE	HEADLIGHT	27.99	
592-536.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	2019 CHEVY IMPALA - OIL CHANGE	41.55	
592-536.000-971.000-NORTHS	CAPITAL OUTLAY	GEORGETOWN CONSTRUCTION	NORTH WATER MAIN LOOP @ 60TH AVENUE -	634,438.80	
Total For Dept 536.000 WATER				813,878.62	
Dept 537.000 SEWER					
592-537.000-717.000	LIFE INS	UNUM LIFE INSURANCE COMP	LIFE INSURANCE - AUGUST	26.42	
592-537.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	DISABILITY INSURANCE - AUGUST	122.37	
592-537.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	DELTA DENTAL PLAN OF MIC	DENTAL INSURANCE - AUGUST	509.20	
592-537.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - AUGUST	7,425.70	
592-537.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	MWEA	ANNUAL MEMBERSHIP DUES - VANDERPLOEG	115.00	
592-537.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	66.00	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	BINDER CLIPS / EAR PLUGS	61.57	
592-537.000-732.000-LABSUP	SUPPLIES	HD SUPPLY INC	CONSUMABLES	77.48	
592-537.000-732.000-LABSUP	SUPPLIES	HD SUPPLY INC	CONSUMABLES	3,857.91	
592-537.000-732.000-LABSUP	SUPPLIES	HD SUPPLY INC	TNT KITS	1,033.01	
592-537.000-732.000-LABSUP	SUPPLIES	IDEXX DISTRIBUTION INC	COLILERT	2,313.11	
592-537.000-732.000-LABSUP	SUPPLIES	IDEXX DISTRIBUTION INC	ANTI-FOAM DROPPER BOTTLES	41.51	
592-537.000-732.000-SAFESU	SUPPLIES	AMAZON CAPITAL SERVICES	PREMIUM SAFETY HARNESS	49.99	
592-537.000-732.000-SAFESU	SUPPLIES	HD SUPPLY INC	FACE SHIELDS	46.71	
592-537.000-732.000-SAFESU	SUPPLIES	SAFETY SERVICES INC	CONFINED SPACE AWARENESS TRAINING	1,200.00	
592-537.000-802.000-MULTIP	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - JULY	203.58	
592-537.000-815.000	INSURANCE	BERENDS HENDRICKS STUIT	INSURANCE - TREATMENT PLANT EXPANSION	2,011.50	
592-537.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - JULY	904.59	
592-537.000-930.000-COLLEC	MAINTENANCE	MERSINO DEWATERING LLC	KNOLLWOOD BYPASS	9,603.00	
592-537.000-930.000-GENMAI	MAINTENANCE	CARDMEMBER SERVICE	CREDIT CARD CHARGES - JUNE/JULY	16.97	
592-537.000-930.000-GENMAI	MAINTENANCE	CARTER'S CUTS LAWN CARE &	LAWN SERVICE @ 7193 LAKE MICH DR - JU	160.00	

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INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP

EXP CHECK RUN DATES 07/15/2026 - 07/28/2026

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Page: 6/7

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 537.000 SEWER					
592-537.000-930.000-GROUND	MAINTENANCE	AAA LAWN CARE INC	LATE SPRING LAWN CARE - FERTILIZER &	305.50	
592-537.000-930.000-WRRFMA	MAINTENANCE	GFL ENVIRONMENTAL SERVIC	CLEAN RBC TANKS FOR DEMO	3,000.00	
592-537.000-930.000-WRRFMA	MAINTENANCE	GFL ENVIRONMENTAL SERVIC	CLEAN RBC PITS FOR DEMO	2,799.00	
592-537.000-930.000-WRRFMA	MAINTENANCE	GFL ENVIRONMENTAL SERVIC	CLEAN RBC PITS FOR DEMO	1,969.00	
592-537.000-930.000-WRRFMA	MAINTENANCE	VELTING CONTRACTORS INC	DEMO SPARE RBC'S	7,350.08	
592-537.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	2019 CHEVY IMPALA - OIL CHANGE	41.55	
Total For Dept 537.000 SEWER				45,310.75	
Total For Fund 592 Water & Sewer				863,917.69	

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INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 07/15/2026 - 07/28/2026
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 7/7

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 General Fund	150,720.69
Fund 490 WWTP BUILDING	375,569.62
Fund 494 Dda Developme	11,800.00
Fund 592 Water & Sewer	863,917.69

Total For All Funds:	<u>1,402,008.00</u>
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INTERIM PAYMENTS
Board Meeting: 07/27/26

DATE	CHECK #	AMOUNT	VENDOR	DESCRIPTION
7/16/2026	EFT	\$ 84,218.97	EMPLOYEES	Bi-Weekly Payroll
7/16/2026	EFT	\$ 28,476.31	FEDERAL GOV'T	Payroll IRS Tax Payment
7/15/2026	EFT	\$ 307.39	PITNEY BOWES PURCHASE POWER	June Statement, bill never received, pymt due 7/15
7/16/2026	109209	\$ 1,370.20	ARROWASTE INC	Recycling/Trash Services
7/20/2026	EFT	\$ 41,680.95	Consumer's Energy	June bills due July 22
		\$ 156,053.82		

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Allendale, a Michigan municipal corporation (the "Franchising Entity"), and Comcast Cable Communications Management, LLC doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.

- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**

- i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is 0% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by

the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Allendale Township

6676 LAKE MICHIGAN DR
ALLENDALE, MI 49401
Attn: TOWNSHIP SUPERVISOR
~~Fax No.:~~

Comcast
Attn: Regulatory Law Dept
One Comcast Center, 35th Floor
Philadelphia, PA 19103

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Allendale Township, a Michigan Municipal Corporation

**Comcast Cable Communication Management, LLC
doing business as "Comcast"**

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

Heather R. O'Neill

By Heather O'Neill
Print Name Vice President
Title One Comcast Center
Address Philadelphia, PA 19103
City, State, Zip -
Phone -
Fax Heather_o'neill@comcast.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted: <i>7/14/2026</i>
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: May 12, 2026		
Applicant's Name: Comcast Cable Communications Management, LLC		
Address 1: 41112 Concept Dr		
Address 2:		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 23-2837543		

Company executive officers:

Name(s):
Title(s):

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Brian Sapita		
Title: Senior Manager, State Government and Community Affairs		
Address: 1401 E. Miller Rd, Lansing, MI 48911		
Phone: 517-930-5299	Fax:	Email: Brian_Sapita@Comcast.com

Name: Ben Miller		
Title: Executive Director, Local Government & Community Affairs		
Address: 1401 E. Miller Rd, Lansing, MI 48911		
Phone: 517-930-6771	Fax:	Email: Ben_Miller2@Comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

***Verification
(Provider)***

I, Heather O'Neill of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Heather O'Neill, Vice President

Signature:

Heather O'Neill

Date: July 7, 2026

(Franchising Entity)

Allendale Township, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

MEMORANDUM OF UNDERSTANDING

Between the City of Coopersville and Allendale Charter Township

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2026, by and between the City of Coopersville, a Michigan municipal corporation, with offices located at 289 Danforth Street, Coopersville, Michigan 49404 (“City”), and Allendale Charter Township, a Michigan charter township, with offices located at 6676 Lake Michigan Drive, Allendale, Michigan 49401 (“Township”). The City and Township may collectively be referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City of Coopersville owns and operates a municipal water distribution and transmission system serving residential, commercial, institutional, and industrial users; and

WHEREAS, the City intends to pursue Competitive Grant funding through the Michigan Department of Technology, Management and Budget (DTMB) with the Michigan Economic Development Corporation (“MEDC”) serving as the program administrator and/or other governmental funding programs for improvements to the City’s water supply and transmission infrastructure; and

WHEREAS, the proposed Project generally consists of engineering, permitting, easement acquisition, and construction of approximately 3.5 miles of new 16-inch and 20-inch watermain extending generally from the area of Leonard Street north along 68th Avenue into the City of Coopersville (“Project”); and

WHEREAS, the existing transmission watermain providing water to the proposed project area flows through Allendale Charter Township; and

WHEREAS, the proposed Project is anticipated to provide approximately 1.1 million gallons per day (“MGD”) of additional water supply capacity and increased system redundancy for the City’s municipal water system; and

WHEREAS, the Township recognizes the regional benefit of the Project, including increased water reliability, economic development opportunities, fire protection enhancements, and long-term infrastructure resiliency; and

WHEREAS, the Parties desire to cooperate regarding the planning, permitting, right-of-way coordination, future capacity discussions, utility extensions, and related matters associated with the Project; and

WHEREAS, the Parties acknowledge that certain matters related to water capacity allocation, future water service extensions, capital recovery, master metering, and related utility system matters may require amendment or update to existing Capacity Allocation Program (“CAP”) agreements or separate future agreements between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this MOU is to establish a framework of cooperation between the City and Township regarding the planning, permitting, construction, operation, and potential future use of the proposed watermain infrastructure within the Township.

2. Project Description

The Project generally consists of:

- Approximately 3.5 miles of 16-inch and 20-inch watermain;
- Water transmission infrastructure located generally within the 68th Avenue corridor, O’Malley Drive, Conran Drive, and Randall Street to 64th Avenue;
- Associated valves, hydrants, fittings, controls, and appurtenances;
- Related engineering, permitting, and construction activities; and
- Improvements intended to provide approximately 1.1 MGD of additional water supply capacity and redundancy to the City’s municipal water system.

The Parties acknowledge that final alignment, design specifications, sizing, phasing, and construction details may change during engineering and permitting.

3. CAP Agreement Update

The Parties acknowledge that existing Coopersville Allendale Polkton (“CAP”) agreements and related water service agreements may require amendment or update in connection with the Project.

The Parties agree to cooperate in good faith to review and update such agreements as reasonably necessary to address future water system operations, capacity considerations, Township connections, infrastructure responsibilities, and related matters.

4. No Guarantee of Capacity

Nothing contained herein shall be construed as:

- A guarantee of future water capacity from this incremental increase in capacity;
- A commitment to provide future water service beyond the current CAP agreement and any amendments;
- Approval of future Township water extensions; or
- A reservation of future water allocation rights from this incremental increase in capacity.

Any future water service or extension approvals shall remain subject to separate review and approval by the City.

5. Operation and Ownership

The City shall retain ownership, operation, maintenance, and control of the watermain infrastructure unless otherwise agreed in writing.

6. Good Faith Cooperation

The Parties agree to cooperate in good faith regarding:

- Engineering coordination;
- Permitting;
- Future planning discussions;
- Utility coordination;
- Regulatory approvals; and
- Other matters reasonably necessary to accomplish the intent of this MOU.

7. No Partnership or Joint Venture

Nothing contained herein shall be construed to create:

- A partnership;
- Joint venture;
- Agency relationship; or
- Shared utility ownership arrangement between the Parties beyond the current CAP Agreement.

8. Governmental Immunity

Nothing in this MOU is intended to affect or limit in any way the immunity as afforded any Party under the Governmental Liability for Negligence Act, PA 170 of 1964 (MCL 691.1401 *et seq.*), as amended, or other legal protections available under Michigan law.

9. Non-Binding Nature

This MOU is intended to memorialize the Parties' general understandings and cooperative intentions related to the Project.

Unless otherwise specifically stated herein, this MOU does not constitute a final utility service agreement, development agreement, or binding commitment regarding future water allocations or extensions.

Additional agreements may be required for implementation of future phases, extensions, or service arrangements.

10. Term

This MOU shall become effective upon execution by both Parties and shall remain in effect unless terminated or superseded by future written agreement.

11. Third Party Beneficiaries

This MOU confers no rights or remedies on any third party, other than the Parties and their respective successors and permitted assigns. There are no third-party beneficiaries.

12. Amendments

Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.

13. Governing Law

This MOU is governed and interpreted in accordance with the laws of the State of Michigan.

14. Authority

The persons executing this MOU represent and warrant they have the authority to do so.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their duly authorized representatives.

CITY OF COOPERSVILLE

By: _____

Dennis Luce
City Manager

Date: _____

By: _____

Kimberly Borgman
City Clerk

Date: _____

ALLENDALE CHARTER TOWNSHIP

By: _____

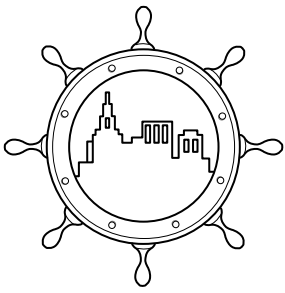
Adam Elenbaas
Township Supervisor

Date: _____

By: _____

Jody Hansen
Township Clerk

Date: _____



Fresh Coast Planning

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Grand Haven, MI 49417
www.freshcoastplanning.com

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greg@freshcoastplanning.com

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616-919-2370
aaron@freshcoastplanning.com

Andrea Goodell
616-313-9333
andrea@freshcoastplanning.com

MEMORANDUM

To: Allendale Charter Township Board of Trustees
From: Gregory L. Ransford, MPA
Date: July 18, 2026
Re: Various Text Amendments

In accordance with Article 29 – Amendments and District Changes; Procedures of the Allendale Charter Township Zoning Ordinance (ACTZO), further below we provide our synopsis regarding several text amendments to the ACTZO as well as a map amendment to the ACTZO. In addition, we provide our synopsis regarding a text amendment to the Allendale Charter Township Subdivision of Land Ordinance (ACTSLO), all of which were recommended by the Allendale Charter Township Planning Commission (ACTPC) at their May 18, 2026, meeting and their June 15, 2026, meeting.

Recommendations

May 18, 2026, Recommendations – Zoning Ordinance

As you may be aware, the primary text amendments to the ACTZO from the May 18, 2026, meeting of the ACTPC were to amend various sections to manage clear sidewalks, include certain uses as a special use, permit tiny home developments, reduce requirements for private roads in the Agricultural and Rural Zoning District, and create Article 17 for the Town Center Overlay District.

Except for the provisions regarding private roads within the Agricultural and Rural Zoning District (see attached), the majority of the proposed Zoning Text Amendment Ordinance is entirely new and our usual documentation of changes shown to the ACTZO is minimal. Given the changes to existing text are minimal, we provide them within this memorandum.

Related, the Zoning Map Amendment Ordinance to create the Town Center Overlay District is included with the Zoning Text Amendment Ordinance.

June 15, 2026, Recommendations – Zoning Ordinance

The proposed text amendments from the June 15, 2026, meeting of the ACTPC seek to revise Section 470-12.11 – Existing Approved PUD's, Section 470-23.22A – Outdoor Wood Boilers, and Section 470-23.22B – Outdoor Wood Boilers, as well as add Section 470-3.19 – Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions for the purpose of a moratorium regarding the regulation of data centers and renewable energies, as you know.

For your convenience, attached is a document comparing the proposed changes from the current ACTZO language. Proposed additions are shown in underlined text and proposed deletions are shown in strikethrough text. Given that Section 470-3.19 is entirely new, no comparison document has been provided.

Recommendation – Subdivision of Land Ordinance

Finally, attached is a Subdivision Text Amendment Ordinance to revise the Allendale Charter Township Subdivision of Land Ordinance (previously the Subdivision Ordinance) regarding the management of clear sidewalks.

As you are aware, the Board of Trustees (BOT) is the approving authority of text and map amendments to the ACTZO and text amendments to the ACTSLO.

Board of Trustees Responsibility

Given that the Township is a charter township, two introductions and readings are required by the BOT to formally adopt a text or map amendment and each reading of which would occur at two separate meetings.

Proposed Amendments – May 18, 2026

Zoning Ordinance Text

Below is a summary of the proposed revisions to various sections of the ACTZO or proposed additions to the ACTZO from the May 18, 2026, recommendation. Where applicable, proposed deletions are shown in strikethrough text. Proposed additions are shown in bold text. Where neither are shown, the text is entirely new and is presented within the amendment ordinance.

- Section 470-3.14O3 – Condominium Project Approval
 - This language is entirely new and is proposed to eliminate obstructions over sidewalks, pathways, or other dedicated pedestrian areas within site condominium projects.
- Section 470.4.01M – Zoning Districts
 - The language is revised to reference the correct zoning district as previously consolidated by the Township when two industrial districts were merged into one.

Section 470-4.01M

I-1 ~~Light~~ Industrial District Regulations

- Section 470-4.01N – Zoning Districts
 - Given the addition of the Town Center article the district needs to be added to the list of zoning districts.
- Section 470-5.03U, V, W, and X – Uses Requiring Special Approval
 - While the uses identified within subsections U, V, and W are permitted by language elsewhere within the ACTZO, the addition of these uses identified herein provides a connection to said language and a continuation of the formal list of uses allowed within the zoning district. Subsection X already existed and was shifted “down” the alphabet to accommodate the three aforementioned uses.
- Section 470-7.03G – Uses Requiring Special Approval
 - Similar to immediately above, Bed and Breakfast establishments are permitted by language elsewhere within the ACTZO and its addition here provides a connection to said language and a continuation of the formal list of uses allowed within the zoning district.
- Section 470-12.05D – Development Requirements for All PUD’s, Sidewalks
 - This language is entirely new and is proposed to eliminate obstructions over sidewalks, pathways, or other dedicated pedestrian areas within Planned Unit Developments.
- Section 470-14.03S – Uses Requiring Special Approval
 - Similar to the Bed and Breakfast language above, Outdoor Venues are permitted by language elsewhere within the ACTZO and its addition here provides a connection to said language and a continuation of the formal list of uses allowed within the zoning district.
- Section 470-16.03T– Uses Requiring Special Approval
 - Similar to the Bed and Breakfast language above, Outdoor Venues are permitted by language elsewhere within the ACTZO and its addition here provides a connection to said language and a continuation of the formal list of uses allowed within the zoning district.
- Article 17 – Town Center Overlay District

- As you are aware, this Article and the related Map Amendment will accommodate the efforts to create a town center within the Township.
- Section 470-23.12(A)(9) – General Provisions
 - Where water service is not required, the Planning Commission proposes reducing the acreage from 2.5 to 1.5 for lots served by the private road.

Section 470-23.12(A)(9) – General Provisions

Public water service shall be provided to all lots which are accessed by a private road, according to the requirements of Section 405-23A(7) of Chapter 405, Subdivision of Land of the Allendale Charter Township Code, as amended, except for lots which are accessed by a private road with an average area of ~~two~~ **one** and one-half (**1 ½**) acres or more.

- Section 470-23.12(C) – AG Agricultural and Rural Zoning District
 - The ACTPC proposes to revise the roadbed construction requirements for lots served by a private road within the AG Agricultural and Rural Zoning District. See attached for the proposed revisions.
- Section 470-23.26 – Tiny Home Developments
 - The addition of this language would permit tiny home developments only within the Agricultural and Rural Zoning District as a special use and would require the development to be subject to provisions of the Planned Unit Development District.

Zoning Ordinance Map

As aforementioned, to accompany the text for Article 17 – Town Center Overlay District the attached Zoning Map Amendment Ordinance to include the overlay district within the Zoning Map is required.

Proposed Amendments – June 15, 2026

Zoning Ordinance Text

Below is a summary of the proposed revisions to the aforementioned sections of the ACTZO from the June 15, 2026, recommendation.

- Section 470-12.11 – Existing Approved PUD’s
 - The intent of this language is to provide the BOT with the authority to reduce or eliminate the requirements for a Planned Unit Development that predates current ACTZO language when additional land is sought to be added to the overall PUD for the benefit of the public good and at the request of the Township or another government agency.
- Section 470-23.22A – Outdoor Wood Boilers
 - The ACTPC proposes to eliminate the prohibition of outdoor wood boilers on a commercially or industrially zoned or used property.
- Section 470-23.22B – Outdoor Wood Boilers
 - To accompany the revision in Section 470-23.22A, the ACTPC proposes a minimum exhaust height from grade as well as minimum isolation distances from lot lines and occupied building when the outdoor wood boiler is located on a commercial or industrial property.

Subdivision of Land Ordinance Text

Below is a summary of the proposed revision to Section 405-23A(14) of the ACTSLO.

- Section 405-23A(14) – Required Improvements

- This language is entirely new and is proposed to eliminate obstructions over sidewalks, pathways, or other dedicated pedestrian areas within subdivision (plat) projects.

Public Hearing

No public comments were provided at the ACTPC meetings. No public hearing is required to be held by the BOT.

Recommendation

Both sets of amendments were recommended for adoption by a 4-0 vote with three members absent.

Board of Trustees Action

As aforementioned, accompanying this memorandum is the proposed Zoning Text and Map Amendment Ordinance and the Subdivision of Land Text Amendment Ordinance for introduction and first readings at your July 27 2026, meeting. Following the first reading, the same Ordinances should have their second readings, final votes and adoption, if approved, at a subsequent meeting.

If you have any questions, please let us know.

GLR
Planner

Attachments

Section 470-12.11 – Existing Approved PUD’s

- A. Planned Unit Developments that were given either Preliminary or Final PUD Site Plan approval prior to January 23, 2012 and which all or only part of the PUD existed as of the effective date of this Ordinance shall be considered to be conforming uses and shall continue to be regulated by the conditions and the site plan, whether Preliminary or Final, which were previously approved for the particular PUD.
- B. If the Ordinance or resolution approving such PUD does not contain zoning regulations or development standards which would otherwise normally apply to the land uses proposed in the PUD then the Township Board, following a recommendation, from the Planning Commission, may apply the normal zoning regulations or development standards or may modify them as requested by the applicant in accordance with Section 470-12.06 herein.
- C. A major or minor change to an existing PUD shall be subject to the procedures and requirements as set forth in Section 470-12.11 except that for a major change, the number of dwelling units and amount of open space shall remain as approved for the Preliminary PUD Site Plan. All other requirements and procedures for this Article as amended by Ordinance No. 2012-1, shall apply to the major change.
- D. If an existing PUD is proposed to be expanded to include additional property outside the boundaries of the existing PUD then such enlargement shall be ~~subjects to all the requirements and procedures of this Article~~ subject to all the requirements and procedures of this Article except when required or requested by the Township, Ottawa County, or other State or Federal regulatory agency in order to conform to other laws or regulations or for the purpose of public safety, public utilities, or other public health and welfare elements. The Township Board shall determine the extent of boundary enlargement exempt from this Article when applicable to achieving the related purposes of public good.

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Section 470-23.22A – Outdoor Wood Boilers

OWBs shall be installed and used only on a Lot with a minimum of one acre in area. OWBs are prohibited ~~on commercially or industrially used or zoned properties,~~ within a residential Planned Unit Development, or on any Lot within a residential plat, on any site within a residential site condominium, or within a traditional condominium.

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Section 470-23.22B – Outdoor Wood Boilers

OWBs shall have a minimum smoke stack, chimney, or exhaust pipe height that meets or exceeds the recommendations of the manufacturer. For OWBs located within a commercially or industrially used or zoned property, the top of the smoke stack, chimney,

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or exhaust pipe height shall be no less than fifteen (15) feet from grade. The OWB shall be located on a Lot in a location that meets or exceeds the recommendations of the manufacturer but in no case shall it be located less than one hundred fifty (150) feet to any dwelling ~~located on a separate Lot or occupied commercial or industrial building located on a separate Lot~~ nor less than one hundred (100) feet from any property line when the OWB is located within a commercially or industrially used or zoned property.

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C. AG Agricultural and Rural Zoning District. In order to maintain the rural atmosphere established within Section 470-5.01 of this chapter, private roads in the AG Agricultural and Rural Zoning District shall be constructed in accordance with Section 470-23.12B or as provided herein.

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(1) A private road shall be located within a private road easement of not less than thirty (30) feet in width. ~~The~~ For private roads servicing no more than six (6) dwellings, the private road shall be constructed with a sand and gravel base of not less than eighteen (18) inches in depth of which not less than six (6) inches in depth shall be only gravel. The private road shall have a road bed of not less than twenty (20) feet in width for its entire length. The private road may be paved in accordance to Section 470-23.12B of this chapter. Chapter.

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For private roads servicing seven (7) or more dwellings the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twenty-four (24) feet in width and shall contain concrete curb and gutter shoulders.

(1) The Planning Commission may require additional thickness, stronger materials or other necessary road improvements to adequately accommodate local surface and subsurface conditions.

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~~(2)~~ (2) Where a private road terminates in a dead end, a cul-de-sac shall be required by the Planning Commission. The road easement shall widen to a minimum diameter of at least one-hundred (100) feet to accommodate the cul-de-sac with a minimum diameter road bed surface of at least eighty (80) feet. Alternatively, the Planning Commission may approve a dead end that complies with the International Fire Code and is approved by the Allendale Charter Township Fire Department. This may include a cul-de-sac of no less than 96 feet in diameter when the private road exceeds 150 feet in length.

~~(3) The private road shall have a road bed of not less than 20 feet in width for its entire length, except for that area where a cul-de-sac is required pursuant to Subsection C(2) above.~~

~~(4) A private road shall serve no more than five lots and each lot shall be no less than 10 acres in area.~~

~~(5)~~ (3) The private road shall comply with the provisions of Section 470-23.12B(4), ~~(Sections 470-23.12B(5)), and 470-23.12B(6) above but and shall be exempt from comply with the least restrictive provisions of SectionSections 470-23.12B(1), 470-23.12B(2)), and (3)-470-23.12B(3) where conflicts exist with this Section C.~~

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ORDINANCE NO. 2026-09

ZONING TEXT AND MAP AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, CHAPTER 470 OF THE CODE OF ORDINANCES, OF ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN BY ADDING 470-3.14O3 – CONDOMINIUM PROJECT APPROVAL; ADDING SECTION 470-3.19 – AUTHORITY TO IMPOSE A TEMPORARY MORATORIUM OF ZONING ORDINANCE PROVISIONS TO MAKE FINDINGS TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE BY ESTABLISHING A TEMPORARY MORATORIUM ON DATA CENTERS, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS, AND WIND FARMS, TO ADOPT AN AMENDMENT TO THE TOWNSHIP’S ZONING ORDINANCE TO ALLOW FOR TEMPORARY MORATORIALS GENERALLY, TO IMPLEMENT A TEMPORARY MORATORIUM AND APPLICATIONS FOR DATA CENTERS, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS AND WIND FARMS, TO PROVIDE A TERM FOR THE TEMPORARY MORATORIUM; AMENDING SECTION 470-4.01M – ZONING DISTRICTS; AMENDING SECTION 470-4.01N – ZONING DISTRICTS; AMENDING SECTION 470-5.03U – USES REQUIRING SPECIAL APPROVAL AND ADDING SECTION 470-5.03V, W, AND X; ADDING SECTION 470-7.03G – USES REQUIRING SPECIAL APPROVAL; ADDING SECTION 470-12.05D – DEVELOPMENT REQUIREMENTS FOR ALL PUD’S; AMENDING SECTION 470-12.11 – EXISTING APPROVED PUD’S; ADDING SECTION 470-14.03S – USES REQUIRING SPECIAL APPROVAL; ADDING SECTION 470-16.03T – USES REQUIRING SPECIAL APPROVAL; ADDING ARTICLE 17 – TC TOWN CENTER OVERLAY DISTRICT; AMENDING SECTION 470-23.12(A)(9) – GENERAL PROVISIONS; AMENDING SECTION 470-23.12(C) – AG AGRICULTURAL AND RURAL ZONING DISTRICT; AMENDING SECTION 470-23.22 – OUTDOOR WOOD BOILERS; ADDING SECTION 470-23.26 – TINY HOME DEVELOPMENTS; BY ZONING CERTAIN LAND TO INCLUDE THE TC TOWN CENTER OVERLAY DISTRICT; AND PROVIDING FOR REPEAL, SEVERABILITY PROVISIONS, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Condominium Project Approval. Section 470-3.14O3 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-3.1403 – Condominium Project Approval

The developer shall demonstrate that all sidewalks, pathways, and other dedicated pedestrian areas within the site condominium project will be generally free of any obstruction, including parked vehicles, that would impede natural pedestrian movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 2. Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions.

FINDINGS

In accordance with the Michigan Zoning Enabling Act, PA 110 of 2006, as amended, Allendale Charter Township has determined the following:

1. The Township Board determines that the approval of data centers, battery storage facilities, large scale solar farms, and wind farms may result in or produce negative impacts on permitted land uses and development and may harm the public health, safety and general welfare of property owners and residents of the Township.
2. The Township Board is aware of significant public health, safety, and welfare concerns being raised by the public about the impacts of data centers, battery storage facilities, large scale solar farms, and wind farms.
3. The Township has a legitimate public purpose in assessing the regulation of the establishment and use of data centers, battery storage facilities, large scale solar farms, and wind farms within the Township to ensure these facilities do not interfere with other land uses, or have substantial negative impacts on the environment, public health, and safety.
4. The Township Board finds that adopting a temporary moratorium is reasonable and necessary for, among other reasons, the following:
 - A. Michigan courts have recognized that a moratorium is a common and legitimate tool to preserve the status quo while formulating a development strategy.
 - B. The adoption of a temporary moratorium would allow the Township Board and Planning Commission adequate time to study the public health, safety and welfare concerns regarding data centers, battery storage facilities, large scale solar farms, and wind farms and allow

for any needed Zoning Ordinance amendment and implementation process to occur, including attention to and consideration of citizen input and involvement, public debate, and full consideration of all issues and points of view.

5. The Township Board accordingly determines that it is desirable and in the public interest for the reasons set forth above that the Board adopt a temporary moratorium for data centers, battery storage facilities, large scale solar farms, and wind farms.

AMENDMENT OF CHAPTER 470, ARTICLE III

Chapter 470, Article III of the Code of Ordinances adopted by the Township is hereby amended to add a new Section 470-3.19, Authority to Impose a Temporary Moratorium of Zoning Ordinance Provisions which shall state in its entirety as follows:

1. The Township Planning Commission has the authority to recommend the establishment of a temporary moratorium as to the application of provisions of the Township Zoning Ordinance to the Township Board, by majority vote of the Planning Commission. Said recommendation shall contain findings supporting the need for a temporary moratorium.
2. Upon such Planning Commission recommendation, the Township Board may impose a temporary moratorium as to the application of the provisions of the Township Zoning Ordinance by ordinance or resolution of the Township Board. The Township Board moratorium shall contain findings supporting the need for a temporary moratorium. The Township will post notice of the moratorium resolution on the Township website.
3. Such temporary moratorium shall be for a set amount of time but may be extended by resolution of the Township Board to allow additional time for Township review and consideration of the application, revision, review or repeal/replacement of zoning ordinance provisions. If an extension is adopted, the Township will post notice of the extension on the Township website.

DATA CENTER, BATTERY STORAGE FACILITIES, LARGE SCALE SOLAR FARMS, AND WIND FARMS MORATORIUM

A temporary moratorium is imposed upon the acceptance and/or processing of any applications for data centers, battery storage facilities, large scale solar farms, and wind farms.

TERM OF MORATORIUM

The moratorium imposed by this Ordinance will remain in effect for one year following adoption of this Ordinance, or until amendments to the Zoning Ordinance regarding data centers, battery storage facilities, large scale solar farms, and wind farms become effective, whichever occurs first. Before this moratorium expires, the Township Board may extend the moratorium by resolution as appropriate to allow additional time for Township review and consideration of the application, revision, review or repeal/replacement of zoning ordinance provisions. If an extension is adopted, the Township will post notice of the extension on the Township website.

Section 3. Zoning Districts. Section 470-4.01M of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-4.01M

I – Industrial District Regulations

Section 4. Zoning Districts. Section 470-4.01N of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-4.01N

TC – Town Center Overlay District Regulations

Section 5. Uses Requiring Special Approval. Section 470-5.03U, V, W, and X of Chapter 470 of the Code of Ordinances shall be amended and added to state in their entirety as follows.

Section 470-5.03 – Uses Requiring Special Approval

U. Outdoor Venues

V. Bed and Breakfast Establishments

W. Tiny Home Developments

X. Any use that is found by the Planning Commission to be similar to any special use listed under Section 470-5.03, provided that such use to be approved is not permitted by right or by special use in any Zoning District.

Section 6. Uses Requiring Special Approval. Section 470-7.03G of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-7.03G – Uses Requiring Special Approval

Bed and Breakfast Establishments

Section 7. Development Requirements for All PUD's, Sidewalks. Section 470-12.05D of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-12.05D – Development Requirements for All PUD's, Sidewalks

The PUD shall demonstrate that all sidewalks, pathways, and other dedicated pedestrian areas within the development will be generally free of any obstruction, including parked vehicles, that would impede natural pedestrian movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 8. Existing Approved PUD's. Section 470-12.11 of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-12.11 – Existing Approved PUD's

- A. Planned Unit Developments that were given either Preliminary or Final PUD Site Plan approval prior to January 23, 2012 and which all or only part of the PUD existed as of the effective date of this Chapter shall be considered to be conforming uses and shall continue to be regulated by the conditions and the site plan, whether Preliminary or Final, which were previously approved for the particular PUD.
- B. If the Ordinance or resolution approving such PUD does not contain zoning regulations or development standards which would otherwise normally apply to the land uses proposed in the PUD then the Township Board, following a recommendation, from the Planning Commission, may apply the normal zoning regulations or development standards or may modify them as requested by the applicant in accordance with Section 470-12.06 herein.
- C. A major or minor change to an existing PUD shall be subject to the procedures and requirements as set forth in Section 470-12.11 except that for a major change, the number of dwelling units and amount of open space shall remain as approved for the Preliminary PUD Site Plan. All other requirements and procedures for this Article as amended by Ordinance No. 2012-1, shall apply to the major change.

- D. If an existing PUD is proposed to be expanded to include additional property outside the boundaries of the existing PUD then such enlargement shall be subject to all the requirements and procedures of this Article except when required or requested by the Township, Ottawa County, or other State or Federal regulatory agency in order to conform to other laws or regulations or for the purpose of public safety, public utilities, or other public health and welfare elements. The Township Board shall determine the extent of boundary enlargement exempt from this Article when applicable to achieving the related purposes of public good.

Section 9. Uses Requiring Special Approval. Section 470-14.03S of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-14.03S – Uses Requiring Special Approval

Outdoor Venues

Section 10. Uses Requiring Special Approval. Section 470-16.03T of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-16.03T – Uses Requiring Special Approval

Outdoor Venues

Section 11. Article 17 – Town Center Overlay District. Article 17 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

ARTICLE 17

TC TOWN CENTER OVERLAY DISTRICT

SECTION 470-17.01 DESCRIPTION AND PURPOSE. The Town Center Overlay District is intended to create a centralized mix of commercial and residential uses built as a traditional downtown settling serving the local needs of the community and the region. These regulations are intended to promote development of a pedestrian-accessible mixed-use district consisting of a variety of residential, retail, office, and service uses as well as vibrant social public amenities. Special attention must be focused on site layout, building design, vehicular circulation, pedestrian access, and coordination of site features and structures between adjoining sites. Permitted uses should be compatible with surrounding uses to ensure there are no external impacts that are detrimental in any way to other uses in the district or properties in adjoining districts. Any building, use, or improvement above grade level requires

site plan review and approval by the Allendale Charter Township Planning Commission, unless otherwise specified in this Chapter. This overlay district is based upon careful evaluation and study as part of a master planning effort by the Allendale Charter Township Planning Commission. Objectives for the overlay district are as follows:

Specifically, the Town Center Overlay District is intended to:

- A. Promote development consistent with the goals and recommendations detailed in the Town Center chapter of the Allendale Charter Township Master Plan.
- B. Accommodate a variety of uses permitted by the underlying zoning districts and ensure such uses are designed to achieve an attractive built and natural environment.
- C. Facilitate high-quality development and redevelopment of commercial and residential uses through quality architecture, efficient site design, landscaping, parking, and access.
- D. Achieve well-managed, safe, and efficient flow of motorized and non-motorized traffic, including accessibility and connectivity.
- E. Foster a more pedestrian-friendly environment that contributes to the Township's sustainability as a vital, attractive, economic, and healthy place to live.
- F. Maximize the capacity of Lake Michigan Drive and 60th Avenue by limiting and controlling the number and location of entry points and requiring alternate means of access through internal streets, shared driveways, and service drives or alleys.

SECTION 470-17.02 APPLICABILITY. As an overlay district, the Town Center Overlay District does not replace the range of uses allowed in the underlying districts but provides additional development standards which must be met for any commercial or residential use on a lot within the district. Property in the Town Center Overlay District may continue to be used as permitted by the underlying zoning district and all other legal nonconformities are permitted to continue; however, any new activity that requires site plan approval in accordance with the requirements of this Chapter 470, Zoning, shall also comply with the requirements of the Town Center Overlay District contained in this Article. In the event there are conflicts between the requirements of the underlying zoning district and the Town Center Overlay District, the requirements of the Town Center Overlay District shall control.

- A. Dimensional requirements specifically identified within Section 470-14.02 for any use may be reduced or eliminated by the Planning Commission during site plan review.

- B. Special uses within the underlying General Commercial Zoning District are prohibited except those uses within Section 470-14.03J.
- C. Drive-throughs are prohibited.

SECTION 470-17.03 DEFINITIONS. For the purposes of this Article, the following words, terms, and phrases shall have the following meanings:

- A. Block – A mass of buildings collectively as more than one structure typically delimited from a street or road right-of-way to another street or road right-of-way, alley, or yard abutting a property outside of the Town Center Overlay.
- B. Alley – A narrow passageway behind or between buildings intended for pedestrian and limited vehicular traffic.
- C. Courtyard – A narrow passageway behind or between buildings intended for only pedestrians.

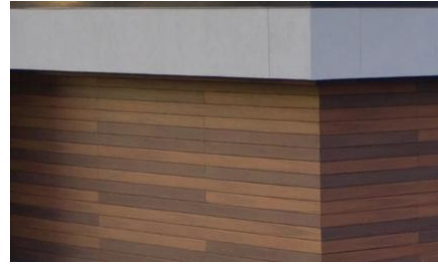
SECTION 470-17.04 SITE DEVELOPMENT STANDARDS. All development shall include the following design elements. For the purposes of illustration, design elements as described within this section should be similar to the images herein.

- A. Single story buildings are prohibited. Buildings shall be no less than two (2) stories or have the appearance to contain no less than two (2) stories from the exterior. No building shall be taller than three (3) stories unless additional height is granted by Section 470-17.04C1 of this Chapter.
- B. All buildings, structures, or additions thereto shall comply with the following requirements:
 - 1. Front Yard.
 - (i) Eighty percent (80%) of the front building facade shall be at a zero foot setback. The Planning Commission may authorize a greater setback to accommodate an outdoor pedestrian space for dining, respite, or similar use. The Planning Commission may authorize a greater setback for buildings located on a corner or curved street to accommodate an outdoor pedestrian space for dining, respite, a playground, street performances, or similar use.
 - (ii) Impediments. Entrance stairs, support structures to the upper floor or floors of a building, or other permanent building elements may be located within the sidewalk when such structures do not impede the orderly and safe movement of pedestrians. No more than twenty percent (20%) of the building mass within a Block shall contain impediments.

2. Side Yard. All buildings shall abut each other except where an Alley or Courtyard is present. Where a building is adjacent to a commercially zoned property outside of the Town Center Overlay, the side yard may be zero when the proposed building will abut a building on the adjacent property. Otherwise, where a building is adjacent to a commercially zoned property the side yard shall be the minimum necessary to accommodate the required sidewalk pursuant to Section 470-17.04N1. Where a building is adjacent to a residential district outside of the Town Center Overlay, the side yard setback of the underlying district applies.
3. Rear Yard. Where a building is adjacent to a commercially zoned property outside of the Town Center Overlay, the rear yard may be zero when the proposed building will abut a building on the adjacent property. Otherwise, where a building is adjacent to a commercially zoned property the rear yard shall be the minimum necessary to accommodate the required sidewalk pursuant to Section 470-17.04N1. Where a building is adjacent to a residential district outside of the Town Center Overlay, the rear yard setback of the underlying district applies.
4. Building facades containing external lighting shall be decorative and attached to the building. The lighting shall be directed down toward the ground or building or both and provide safe illumination from the building to the street right-of-way, alley, sidewalk, or parking.
5. All building facades shall be of a downtown-type character with accents and elements such as a canvas awning, modern metal canopy, a decorative cornice for flat roofs, sign band, gable roof, turrets, and etcetera. The front or main entry façade of the first story shall contain a see-through windowed storefront of at least thirty-five percent (35%) glass but no more than eighty percent (80%) glass. The first story of the secondary or non-entry façades shall contain no less than ten percent (10%) glass. The façade of the second story and any higher story shall contain ten percent (10%) to twenty-five percent (25%) glass. The remaining exterior building materials on all elevations shall be finished primarily with wood, stucco, brick, architectural masonry block, stone, or a composite material of the same appearance as wood, stucco, brick, architectural masonry block, stone, or a combination of these materials, with contrasting colors.



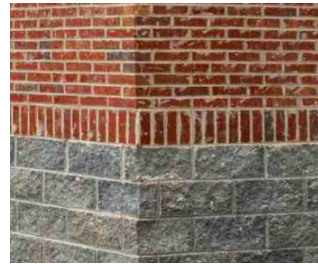
Stone



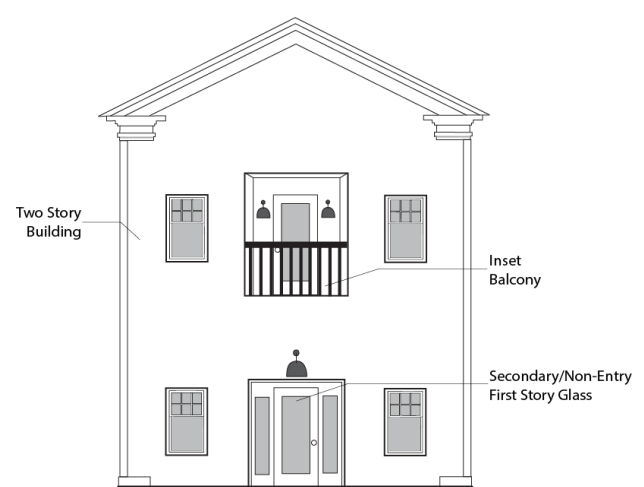
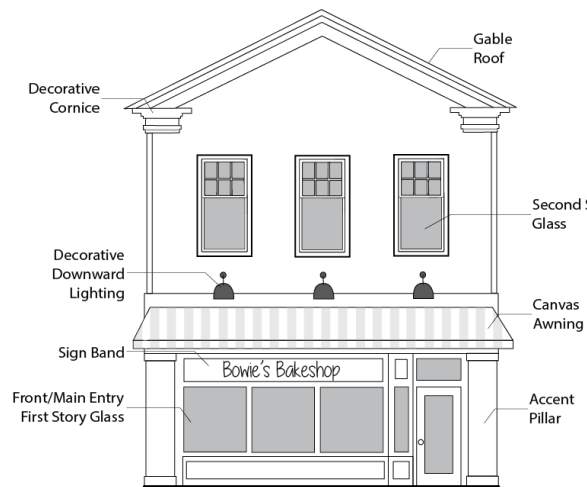
Wood / Wood Appearance

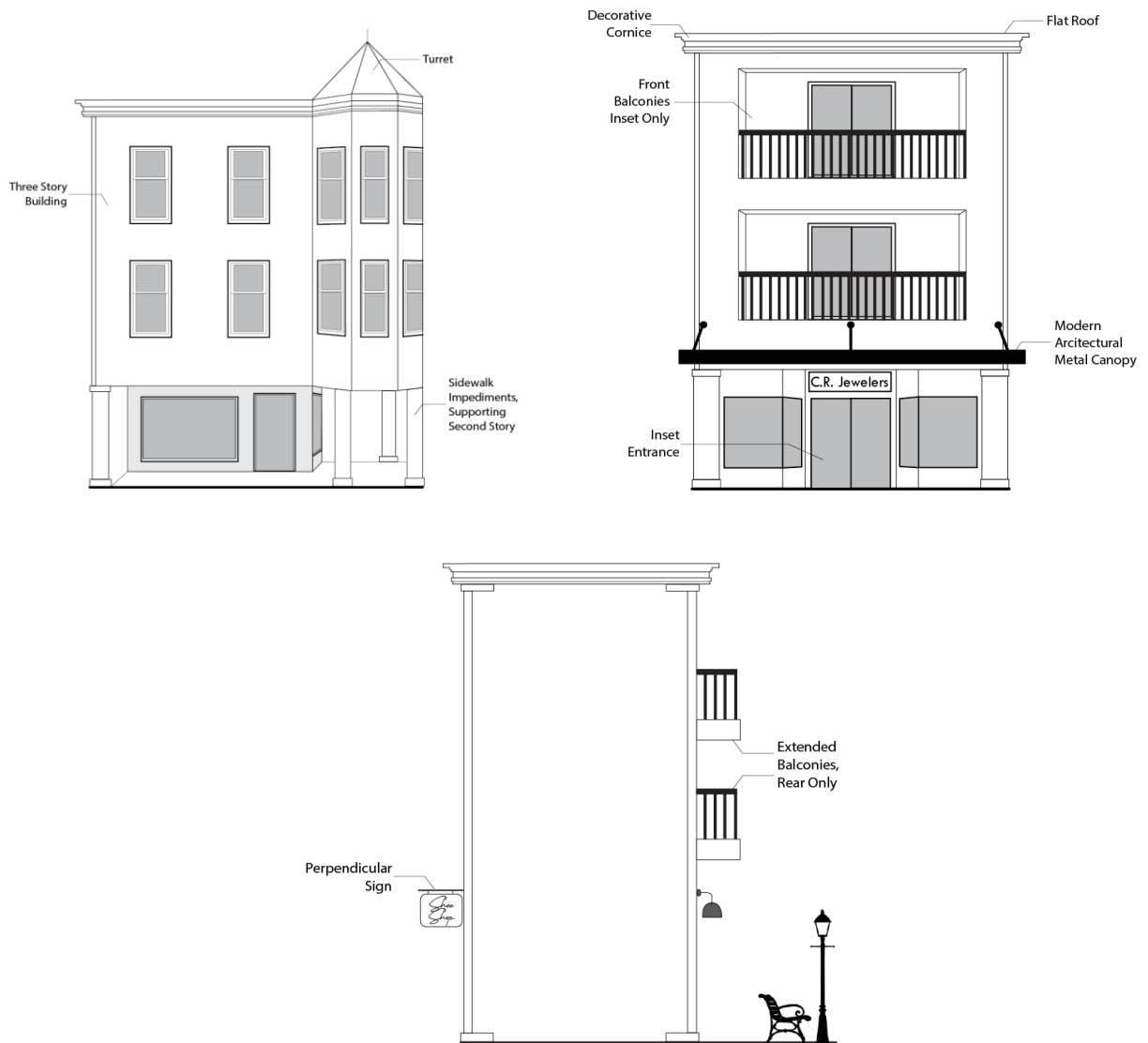


Stucco



Brick / Architectural Masonry Block





6. Building balconies shall be inset and shall not extend beyond the building walls, unless the balcony is located on the rear of the building. Balconies located on the rear of the building shall not extend over parking, drives, or right-of-ways.
7. Site structures shall provide the same architectural character and material as that of the building façade. Awnings shall have no less than three solid sides and shall be constructed with permanent stationary framing, without support posts, and be structurally sound to withstand all weather conditions.

C. Public Amenity. Each commercial building or Block or combination thereof shall provide for an outdoor or indoor public amenity. A public amenity shall not

include outdoor dining, seating, or other space intended for the residential and or commercial use therein. A public amenity could include a water bottle filling station, pocket park, benches or other seating within the sidewalk, a playground, courtyard, indoor or outdoor sculptures or other art, decorative water fountain, indoor green space, or other feature that promotes public gathering and interaction. Every public amenity shall be accessible during all hours of the day and night.

1. Buildings that abut and provide pedestrian access to the primary road may be increased in building height beyond that permitted by the underlying zoning district. Increased height may be allowed by the Planning Commission during site plan review when public amenities are provided in addition to those required by Section 470-17.04C of this Chapter, or other public improvements are provided, within the development. For each building granted increased height, no less than five percent (5%) of the footprint of the building shall be dedicated to a public amenity, whether located inside, outside, or both and shall be no less than 100 square feet in area.
 2. Where practicable, outdoor public spaces shall be designed with connectivity.
- D. First Floor Prohibitions. Offices and residential uses are prohibited on the first floor of any building but may be located above the first floor of a building.
- E. Signage.
1. Only wall signage, mounted flat against or perpendicular to the wall, shall be permitted as a permanent sign.
 - (i) No building shall contain more than one (1) wall sign.
 - (ii) The total area of the wall sign shall not exceed five percent (5%) of the area of the wall on which the sign is affixed, including windows and doors, or twenty-five (25) square feet, whichever is smaller.
 - (iii) Sign lighting shall be designed to direct the light downward and toward the building on which the sign is located so as to prevent glare onto adjacent properties or right-of-ways.
 - (iv) No sign lighting shall include an electronic reader board nor shall any sign have any flashing, blinking, scrolling, alternating, sequentially lighted, animated, rolling, shimmering, sparkling, bursting, dissolving, twinkling, fade-in/fade-out, oscillating, moving text or images, or simulated movement of text or images.
 2. Only sandwich boards are permitted as a temporary sign, subject to the following requirements:
 - (i) Shall be no greater than six (6) square feet in area, forty-two (42) inches in height, and thirty (30) inches in width.

- (ii) Shall be located not more than twenty-four (24) inches from the storefront or building entrance for the use to which it serves.
 - (iii) Shall not block pedestrian access.
 - (iv) Shall be stored indoors outside of business hours of operation.
 - (v) Shall be constructed of durable materials and be clearly portable in terms of size, weight, and placements.
- F. Landscaping. Landscaping shall be planted insofar as practicable pursuant to Article 21-A of this Chapter. Where compliance with Article 21-A in required yards is not possible, the number of required plantings within those required yards shall be integrated into outdoor public spaces, insofar as practicable.
- G. Outdoor Storage. For any use established after the adoption of the Town Center Overlay, there shall be no outside processing of any goods or display of inventory within the Town Center Overlay District, except for events that occur only during hours of operation, such as sidewalk sales. All storage and equipment shall be contained within a wholly enclosed building.
- H. Parking.
 - 1. Front Yard parking is prohibited. Parking shall only be located within the street or road right-of-way or within a yard screened by buildings, landscaping, and or other elements to reduce the impact of the view of vehicles. At a minimum, parking lot landscaping shall comply with Section 470-21A.04G of this Chapter.
 - 2. Minimum required parking shall be determined during site plan review based on sufficient evidence provided by the applicant and found satisfactory to the Planning Commission that the parking to accompany the proposed use will adequately serve the site. The Planning Commission may require additional parking where the Institute of Transportation Engineers Parking Generation Manual recommends more parking than that proposed by the applicant.
 - 3. Parking garages shall be located in the rear of the building and shall only be accessed from the rear of the building. Parking garages shall be constructed of the same materials required by Section 470-17.04B5. Ramps serving a parking area shall be adequately screened by landscaping and or other elements to reduce its exposure to adjacent pedestrian areas and the right-of-way from which it connects. When a parking garage serves as an anchor to a pedestrian bridge that spans across Lake Michigan Drive, the Planning Commission may authorize its location in any yard.
- I. Alleys or Courtyards.
 - 1. No Alley shall be within the required setback of the underlying zoning district for the applicable yard in which it is located when it abuts any property outside of the Town Center Overlay District.

2. Where a building Block exceeds 330 feet in length, an Alley or Courtyard shall be constructed to break up the mass of the building and provide ease of access for pedestrians throughout the Town Center Overlay District.
 3. Property or building owners shall provide the necessary easement document for the Alley or Courtyard for public use and shall record a maintenance agreement defining the maintenance responsibilities of each property or building owner for any Alley or Courtyard required pursuant to this subsection.
- J. Block.
1. No Block shall contain buildings that are uniform in character. Building architectural elements such as materials, height, cornices, insets, awnings, and the like shall vary throughout the Block.
 2. No more than one (1) Alley may be allowed within a Block.
- K. Waste Disposal Facilities. No solid waste disposal facility shall be located within the required setback of the underlying zoning district for the applicable yard in which it is located when it abuts any property outside of the Town Center Overlay District.
- L. Street or Road Right-of-Way, Walkway, and Building Extensions. Any street or road right-of-way, walkway, or building within the Town Center Overlay shall be designed and built to allow for the future interconnection of the street or road right-of-way, walkway, or building within the Town Center Overlay, unless the building is located at the end of a Block. Any street or road right-of-way, or walkway within the Town Center Overlay that may terminate adjacent to property outside of the Town Center Overlay may be required to be designed and built to allow for the future interconnection of the street or road right-of-way or walkway, as determined by the Planning Commission.
- M. Utilities. Connection shall be made to any public water and sanitary sewer system for any development. All new utility (e.g. power, cable, phone, internet, etcetera) services shall be located underground.
- N. Public Improvements. Pursuant to the Description and Purpose of this Article, it is intended that public improvements within the Town Center Overlay possess certain physical form. The following public improvements shall be established within the Town Center Overlay.
1. All commercial buildings shall include a public space of pedestrian walkway (sidewalk/pathway) of at least sixteen (16) feet in width adjoining all of the establishment's walls and running the length of each wall and interconnected to the pedestrian walkway(s) along public or private primary roads and Alleys. The pedestrian walkway may include benches, trees, bike racks, and other public amenities within the same eight (8) feet of depth so that the opposite eight (8) feet is unobstructed. All commercial buildings shall include a public space of

pedestrian walkway (sidewalk/pathway) of at least eight (8) feet in width adjoining all of the establishment's walls and running the length of each wall and interconnected to the pedestrian walkway(s) along driveways and secondary roads. Where a commercial building is internal to the Block, the walkway shall not be required adjoining any wall positioned to abut a future building.

2. Street lighting shall be installed, as necessary, to achieve appropriate industry light spacing and illumination.
3. All streets shall be lined with deciduous and ornamental trees planted no less than one (1) tree for every fifty (50) feet of road frontage.
4. On street parking shall be provided as parallel parking, angled parking, or reverse angled parking, subject to the width of the right-of-way. Reverse angled parking is preferred to accommodate a greater number of parking spaces.
5. Where a right-of-way contains a boulevard, the boulevard shall be no less than 100 feet in width but no greater than 135 feet in width and shall be designed to accommodate pedestrian interaction through civic elements such as but not necessarily limited to benches, sidewalks, art, a water fountain, and green spaces such as grass. The pedestrian area within the boulevard shall be no less than eighteen (18) feet in width but no greater than twenty (20) feet in width.
6. All streets shall contain raised concrete curbing.
7. A centrally located or focal point containing space large enough to accommodate a farm market, park, restrooms, or other similar public amenities.

Section 12. General Provisions. Section 470-23.12(A)(9) of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.12(A)(9) – General Provisions

Public water service shall be provided to all lots which are accessed by a private road, according to the requirements of Section 405-23A(7) of Chapter 405, Subdivision of Land of the Allendale Charter Township Code, as amended, except for lots which are accessed by a private road with an average area of one and one-half (1 ½) acres or more.

Section 13. AG Agricultural and Rural Zoning District. Section 470-23.12(C) of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.12(C) – AG Agricultural and Rural Zoning District

AG Agricultural and Rural Zoning District. In order to maintain the rural atmosphere established within Section 470-5.01 of this chapter, private roads in the AG Agricultural and Rural Zoning District shall be constructed in accordance with Section 470-23.12B or as provided herein.

- (1) A private road shall be located within a private road easement of not less than thirty (30) feet in width.
 - a. For private roads servicing no more than six (6) dwellings, the private road shall be constructed with a sand and gravel base of not less than eighteen (18) inches in depth of which not less than six (6) inches in depth shall be only gravel. The private road shall have a road bed of not less than twenty (20) feet in width for its entire length. The private road may be paved in accordance to Section 470-23.12B of this Chapter.
 - b. For private roads servicing at least seven (7) dwellings but not more than ten (10) dwellings, the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twelve (12) feet in width and shall contain gravel shoulders of at least four (4) feet in width.
 - c. For private roads servicing at least eleven (11) dwellings but not more than nineteen (19) dwellings, the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least 20 feet in width and shall contain gravel shoulders of at least one (1) foot in width.
 - d. For private roads servicing twenty (20) or more dwellings the private road shall be constructed pursuant to Section 470-23.12.C1a and contain a paved surface of at least three (3) inches of asphalt that shall be at least twenty-four (24) feet in width and shall contain concrete curb and gutter shoulders.
 - e. The Planning Commission may require additional thickness, stronger materials or other necessary road improvements to adequately accommodate local surface and subsurface conditions.
- (2) Where a private road terminates in a dead end, a cul-de-sac shall be required by the Planning Commission. The road easement shall widen to a minimum diameter of at least one-hundred (100) feet to accommodate the cul-de-sac with a minimum diameter road bed surface of at least eighty (80) feet. Alternatively, the Planning Commission may approve a dead end that complies with the International Fire Code and is approved by the Allendale Charter Township Fire Department. This may include a cul-de-sac of no less than 96 feet in diameter when the private road exceeds 150 feet in length.

- (3) The private road shall comply with the provisions of Section 470-23.12B(4), Sections 470-23.12B(5), and 470-23.12B(6) above and shall comply with the least restrictive provisions of Sections 470-23.12B(1), 470-23.12B(2), and 470-23.12B(3) where conflicts exist with this Section C.

Section 14. Outdoor Wood Boilers. Section 470-23.22A of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.22A – Outdoor Wood Boilers

OWBs shall be installed and used only on a Lot with a minimum of one acre in area. OWBs are prohibited within a residential Planned Unit Development, or on any Lot within a residential plat, on any site within a residential site condominium, or within a traditional condominium.

Section 15. Outdoor Wood Boilers. Section 470-23.22B of Chapter 470 of the Code of Ordinances shall be amended to state in its entirety as follows.

Section 470-23.22B – Outdoor Wood Boilers

OWBs shall have a minimum smoke stack, chimney, or exhaust pipe height that meets or exceeds the recommendations of the manufacturer. For OWBs located within a commercially or industrially used or zoned property, the top of the smoke stack, chimney, or exhaust pipe height shall be no less than fifteen (15) feet from grade. The OWB shall be located on a Lot in a location that meets or exceeds the recommendations of the manufacturer but in no case shall it be located less than one hundred fifty (150) feet to any dwelling or occupied commercial or industrial building located on a separate Lot nor less than one hundred (100) feet from any property line when the OWB is located within a commercially or industrially used or zoned property.

Section 16. Tiny Home Developments. Section 470-23.26 of Chapter 470 of the Code of Ordinances shall be added to state in its entirety as follows.

Section 470-23.26 – Tiny Home Developments

- A. Tiny home developments are subject to the provisions of Section 470-12.03, Section 470-12.06, and Section 470-12.08 of this Chapter and are only permitted as a special use within the Agricultural and Rural Zoning District. Tiny homes are prohibited outside of the Agricultural and Rural Zoning District.
- B. Tiny homes are the only permitted dwelling units within the development.

C. Area Regulations.

1. The minimum lot area shall be four thousand six hundred (4,600) square feet and a minimum width of forty (40) feet at the front setback line.
2. Front Yard. There shall be a front yard of not less than twenty-five (25) feet.
3. Rear Yard. There shall be a rear yard of not less than twenty-five (25) feet.
4. Side Yard. There shall be side yards of not less than eight (8) feet.
5. Floor Area. Tiny homes shall have a minimum finished habitable floor area, above exterior finished grade, of two hundred forty (240) square feet. In no instance shall the total floor area, habitable or non-habitable, exceed five hundred (500) square feet.
6. Building Height. No building shall exceed twenty (20) feet to the roof peak.

D. No minimum width, no minimum length, and no attached garage shall be required for a tiny home.

E. Detached accessory structures.

1. Shall be limited to one (1) per developed lot.
2. Shall be limited to one hundred twenty (120) square feet or smaller.
3. Shall be built in the same manner as the dwelling and match in appearance to the dwelling.
4. Shall be at least six (6) feet from dwelling and at least three (3) feet from side or rear property line.

F. Each lot within the development must have a deed restriction that the dwelling unit upon the lot must be owner occupied.

G. Rentals are prohibited. Further this requirement must be described within any homeowners association document.

H. Tiny homes, which may include shipping containers, shall be built in accordance with the Michigan Residential Building Code.

I. Tiny homes on wheels and approved under the Michigan Vehicle Code are prohibited.

J. Tiny homes shall be connected to public water.

Section 17. Zoning Ordinance Map. The Zoning Ordinance and Map of the Charter Township of Allendale, Ottawa County, Michigan, the map being incorporated by reference in Chapter 470 of the Code of Ordinances for the Charter Township of Allendale pursuant to Article 4, shall be amended so the following land shall be zoned to include the TC Town Center Overlay District. The land is in the Charter Township of Allendale, Ottawa County, Michigan, and is described as follows:

PART OF NW 1/4 COM N 1/4 COR, TH N 89D 01M 48S W 1323 FT & S 1D 02M 23S E 217.05 FT TO PT OF BEG, TH S 88D 49M 12S E 120 FT, N 1D 02M 13S W 121.38

FT, S 89D 03M 29S E 406.11 FT, S 0D 56M 33S W 2.48 FT, S 89D 03M 27S E 28.69 FT, S 0D 52M E 294.95 FT, S 88D 54M 56S E 150 FT, S 0D 52M E 814.63 FT, S 89D 01M 05S E 618 FT, S 0D 52M E 66 FT, N 89D 01M 05S W 200.1 FT, S 0D 52M E 75.89 FT, N 89D 59M 53S W 700.44 FT, N 1D 02M 23S W 703.16 FT, N 89D 11M 20S W 418.02 FT, TH N 1D 02M 23S W 443.15 FT TO BEG. SEC 26 T7N R14W. 14 AC. 70-09-26-100-092

AND;

E 618 FT OF N 1208.38 FT OF NE 1/4 OF NW 1/4, EXC M-45 R/W. SEC 26 T7N R14W. 70-09-26-100-073

AND;

PART OF E 1/2 OF NW 1/4 COM 618 FT W OF N 1/4 COR, TH W ALG N SEC LI 150 FT, S 393.45 FT, TH E'LY 150 FT TO PT 393.75 FT S OF N SEC LI TH N TO BEG, EXC M-45 R/W. SEC 26 T7N R14W. 70-09-26-100-072

Section 18. Repeal. All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 19. Severable Provisions. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 20. Effective Date. This amendment to Chapter 470 of the Code of Ordinances of Allendale Charter Township was approved and adopted by the Township Board of Allendale Charter Township, Ottawa County, Michigan on _____, 20____, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on _____, 20____, and after posting and publication following such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, 20____, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Text Amendment Ordinance in the _____ as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

Adam Elenbaas, Township Supervisor

Jody Hansen, Township Clerk

ORDINANCE NO. 2026-10

AN ORDINANCE TO AMEND THE SUBDIVISION OF LAND
ORDINANCE, CHAPTER 405 OF THE CODE OF ORDINANCES OF
ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN,
TO PROVIDE FOR REPEAL, SEVERABILITY, AND THE EFFECTIVE DATE
OF THIS ORDINANCE

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

Section 1. Required Improvements. Section 405-23A(14) of Charter 405 of the
Allendale Charter Township Code of Ordinances shall be added to state in its entirety as follows.

The sub-divider shall demonstrate that all sidewalks, pathways, and other
dedicated pedestrian areas within the plat will be generally free of any
obstruction, including parked vehicles, that would impede natural pedestrian
movement within the sidewalk, pathway, or other dedicated pedestrian area.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this
Ordinance are hereby expressly repealed.

Section 3. Severability. This Ordinance and its various parts are hereby declared to
be severable. If any portion of this Ordinance is declared to be invalid such declaration shall not
affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance was approved and adopted by the Township
Board of the Charter Township of Allendale, Ottawa County, Michigan, on _____,
2018 after introduction and a first reading on _____, 2026 and publication after such
first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be
effective on _____, 2026, which date is at least 30 days after publication of the
Ordinance.

Adam Elenbaas, Township Supervisor

Jody Hansen, Township Clerk