

**AGENDA**  
**CASCADE CHARTER TOWNSHIP**  
**REGULAR BOARD MEETING**  
Wednesday, ~~February 22~~, **March 1, 2023**

7:00 P.M.

Wisner Center

2870 Jacksmith Drive SE, Grand Rapids 49546

*Public may access the meeting via video conference software Zoom*

<https://us02web.zoom.us/j/81664603678>

**Meeting ID:** 816 6460 3678

**By Phone:** 1 312 626 6799

**Expected Meeting Procedures**

1. During public comments you may speak on any item not noted on the agenda for a public hearing.
2. Please limit comments to 3 minutes per person and the Board may or may not choose to respond.
3. Please limit your comments to a specific issue.
4. Please turn OFF cellular phones.

**Article 1. Call to Order, Roll Call**

**Article 2. Pledge of Allegiance to the Flag**

**Article 3. Approval of Agenda**

**Article 4. Presentations**

- ~~a. Introduction of new Community Policing Officer Deputy Kate Chase~~
- b. Planning Commission – Zoning Recommendations Update**

**Article 5. Public Comments - Anything on the Agenda not scheduled for a public hearing. (Limit comments to 3 minutes)**

**Article 6. Approval of Consent Agenda**

- a. Receive and File Minutes
  1. Township Board – 02/08/23 & 02/15/23
- b. Receive and File Reports
  1. Implementation Committee – January 2023
  2. MS4 Compliance Report – 2022
  3. LGROW Annual Report - 2022
- c. Receive and File Education Requests
  1. Ryan Bruneau-Michigan Association of Planning Workshops-Frankenmuth, MI-March 16, 2023
  2. James Walker-Society of Michigan EMS Instructor Coordinators Winter/Spring Conference-Traverse City, MI-3/2-3/5/23
- d. Receive and File Communication
  - 1.

Township Board Agenda

February 22, 2023

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- Article 7. Financial Actions**  
**a.**
- Article 8. Unfinished Business**
- Article 9. New Business**
- 019-2023 Formally Accept Treasurer’s Resignation, and Resolution of Appreciation (Roll Call)**
- 020-2023 Consider Request to Approve Resolutions for Grand Rapids Triathlon to Close Public Streets on June 10 & 11, 2023 (Roll Call)**
- 021-2023 Consider Creation of a Communication Specialist Position**
- 022-2023 Consider Request for the Use of Township-Owned Floodway Property**
- 023-2023 Consider Request from Lessee to Assign Lease of 6896 Cascade Road**
- Article 10. Closed Session**
- Pursuant to MCL 15.268 (h) – To consider material exempt from discussion or disclosure by state or federal statute**
- Article 11. 024-2023 Consider Action Resulting from Closed Session**
- Article 12. Discussion**
- Article 13. Public Comments – Any comments...whether it is on the agenda or not. (Limit comments to 3 minutes)**
- Article 14. Manager Comments**
- Article 15. Board Member Comments**
- Article 16. Adjournment**

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- Article 15. Board Member Comments**
- Article 16. Adjournment**

# Future Zoning Options - Airport Commerce District

## Background:

Our Subcommittee sifted through a variety of concerns, uses, and various zoning types. We took into consideration the perspective of citizens and property owner's concerns, in and around this area. The area in discussion was predominantly the Gerald R. Ford International Airport (GRFIA), including vacant county owned land surrounding the airport, as well as private land. This area of discussion is described as south of 36<sup>th</sup> street, to 60<sup>th</sup> street, and Patterson Ave. east to M-6 or I-96 (see map in proposed zoning ordinance, **Option 3**).

Below is a brief summary of three options discussed and the Pros and Cons for each. For the discussion of the options, we will focus mainly on the east side of the airport. This is the area along Thornapple River Drive, between the airport, and east to M-6, south of 36<sup>th</sup> and north of 60<sup>th</sup> (the Township's south border line.)

The area around the east side of the airport has been master-planned for **Industrial** use for over 20 years. While our future land use map does not specify it, we found our zoning ordinance specifically mentions this zone (land south of the airport) is designated for **Transitional Industrial**. The setbacks of the **TI** zone are not as generous as the **Industrial** zoning setbacks. Developers have already purchased land in this area and have, in the past several years, been working to find ways to extend utilities to this area to be able to develop sites. The Planning Commission held a public meeting and sent invitations to all property owners in the area. None expressed any need for us to alter the plans for this area. All property owners seemed content with the status quo. The other areas mentioned at large are the **AC** zoned areas which are the airport as a whole, and the area west of the north-south runway, herein identified as the southwest corner. This is the area more commonly known as Kraft and 52<sup>nd</sup>, south to 60<sup>th</sup>.

## Option 1

**Maintain the current Master Plan and future land use.** Take no action on the non-AC zoned land. The east side of the airport will likely be developed over time as utilities and market allows. We propose some actions to be taken to limit uses in the **AC** zoned areas. See draft Ordinance presented with **Option 3** for the **AC** zoning changes.

### Pros:

- This area has been rural for a long time, due to a lack of utilities. Allows time to pass so our current zoning can dictate what happens.
- Developers in the area that have already purchased land prefer this option.

- There are only seven homes in this area. When the Planning Commission hosted a public meeting, not a single homeowner was opposed to the current land use planned for this area. No more than three residents even attended the meeting, indicating a lack of desire for change here.
- More jobs
- Increased tax base

**Cons:**

- We have not directly asked the Cascade residents, thus far. However, based on informal comments, we think they would say they do not want hotels, gas stations, or restaurants here. The current **AC** zoning would allow these types of uses in this area, and with limited Township oversight.
- **Industrial** zoning, whether **Transitional Industrial** or normal **Industrial**, allows for a wide variety of uses in this area. See attachments.
- The current zoning allows a denser development of the area than those involved in this process see as appropriate for the area.
- Area loses character
- Increased traffic

If we did not change the Master Plan for this area in **Option 1**, we still may need to make changes to the **AC** zoning structure as mentioned above because many of the current permitted uses are closer to **Commercial** zoning than **Industrial** or **Agricultural**.

## Option 2

Restrict this area to remain **ARC** zoning, as it is currently used. Again, need to address airport **AC** zoning as well.

**Pros:**

- No increase in traffic
- Maintain some rural feel
- Likely preserves open space

**Cons:**

- Certainly will upset a few of the land owners who have already purchased land with the goal of developing.

- It is appropriate for some **Industrial** as a buffer between the M-6 highway and the 2<sup>nd</sup> largest airport in the state. This is an area appropriate for some light industrial uses.
- Some of the homeowners in the area may become upset by this because they could be planning on selling their land for development in the future.
- Again, this area has been planned for development as **Industrial** for over 20 years. This could be considered a large step backwards.
- Currently, there is not much farming going on in this region, aside from the Buffalo farm.
- There has not been a desire to build homes, as none have been built in several decades in this area. In fact, several homes have been torn down, indicating it is not an area in which people wish to live.
- This option is likely to have the most negative feedback from all parties and citizens.
- Least jobs and tax base of the three options presented.

This option does not specifically address the **AC** zone, so it would still need some consideration to be integrated in the final plan as it currently allows uses that don't mix well with the **ARC** zoning.

### **Option 3: A Hybrid Plan**

The Hybrid Plan is designed to accomplish the following goals:

- Preserve some of the prior land use plans for the area, while limiting growth and uses.
- Allow the GRFIA room for growth, particularly to the south and west.
- Allow some additional **Industrial** growth in our area while preserving a rural feel.
- Limit **AC** zone uses so we don't have a hotel, gas station or restaurant at the corner of 48<sup>th</sup> and Thornapple River Drive.
- Allow current property owners in the area the ability to take advantage of the value their land has, and to develop it in a manner fit for an area between an interstate highway and Michigan's second largest airport.

#### **Pros:**

- Allow this area to maintain some open character.
- Prevent it from becoming a commercial corridor, full of fast-food restaurants, gas stations, and hotels.

- This approach would allow less than a quarter of the uses that we currently allow in the **Industrial** zone and **AC** zones.
- It allows all of the **ARC** uses, and also allows for parks, schools and churches.
- This hybrid approach limits curb cuts, and has large setbacks off Thornapple River Drive. It also gives the Township flexibility on what uses are acceptable in the area.
- Utilities would still be needed for any development to occur, so development would likely be in the future.
- This method would likely receive the most support from the current property owners in the area: farmers, homeowners, and developers.
- It creates a transitional area between the GR Ford Airport and the M-6 highway. This transition is particularly good for this area because the area has a mix of residential in it currently, and has proven to not be an area of interest for residential growth since no new homes have been built here in decades.
- This proposal also may guide airport expansion to the southwest corner, an area more predominantly **Industrial**.
- Limited negative impacts, and includes positives for all stakeholders.
- This is the best long-term solution. It is most likely to prevail and endure the test of time. The other options would most likely be changed at a future date.
- Increased tax base
- Adds more jobs
- Research has shown, and proven, there is a need for more **Industrial** zoned areas in the Grand Rapids region.

### **Cons:**

- More traffic than today
- Less rural
- No heavy **Industrial**

See draft of **Chapter 14 Amendments** for specific changes related to **Option 3**.

If any other option than **Option 3** is chosen, we need to have further discussions about changes to the **AC Zoning** District.

**Proposed Amendments –  
Redlined Copy**

**CASCADE CHARTER TOWNSHIP  
ORDINANCE NO. \_\_\_\_\_  
ORDINANCE TO AMEND ZONING ORDINANCE REGARDING AIRPORT ZONING**

**Section 1. Amendment to Chapter 14**

Chapter 14 of the Township's Zoning Ordinance is hereby amended to read, in its entirety, as follows:

**CHAPTER 14**  
**AC Airport – Commerce District & Overlays A and B**

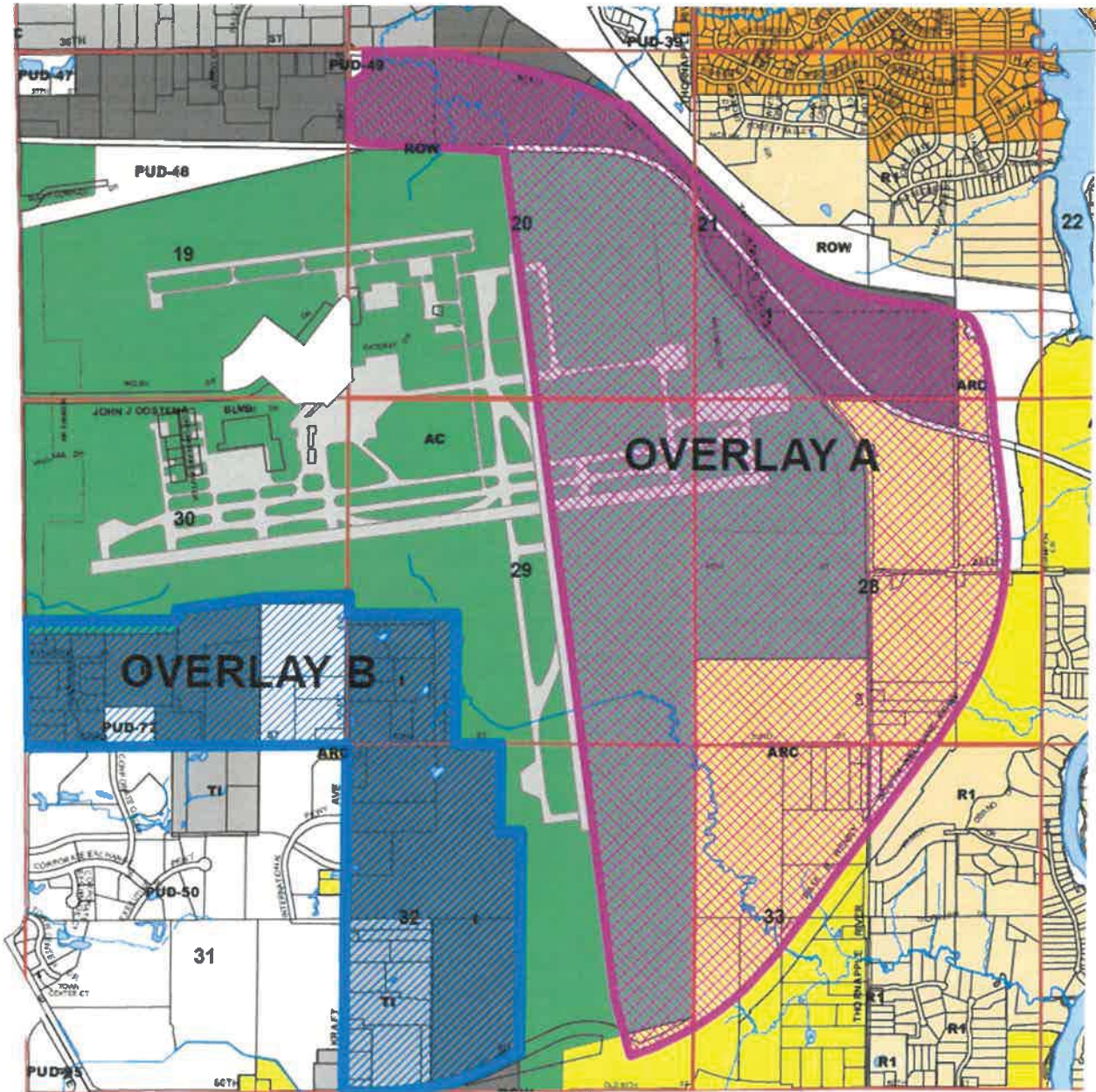
**Section 14.01 Title:**

Use Regulations Relating to the "AC" Airport-Commerce District

**Section 14.02 Intent:**

This district is intended to accommodate and promote aeronautical progress for the public good, while protecting the public health and welfare of the citizens in the Cascade Charter Township. All uses should be in compliance with the regulations of the Michigan Aeronautics Code (MAC), the Federal Aviation Administrations (FAA), the Michigan Zoning Enabling Act (MZEA), airport zoning ordinances, relevant case law and Cascade Township. The regulations of the Airport-Commerce District are not intended to conflict with existing or future approach protection regulations promulgated by the United States (Federal Aviation Regulation Part 77), the State of Michigan (P.A. 23 of 1950 as amended by P.A. 158 of 1976), or any agencies thereof. Because of the intensity of existing aeronautical uses and uses located directly adjacent to aeronautical facilities, this district permits non-aeronautical facilities within the district both to compliment airport operations, and in recognition that aeronautical activities already taking place in the district tend to be more consistent with commercial than with non-commercial uses. This district shall be divided into three zones. The AC District shall be described as, the area generally surrounding the runways, hangars and control tower and shall be considered a separate zoning district. Overlays A and B shall be described as the area further removed from the airport than the AC District. Overlays A and B are overlay districts that implement additional regulations layered on top of the regulations in the properties' underlying zoning district(s) as necessary and reasonable for their vicinity to the airport. This district recognizes that certain aeronautical facilities are exempt from Township zoning under current state law, and also that a portion of the airport property is under the jurisdiction of the City of Grand Rapids. This district is intended to accommodate and promote aeronautical progress for the public good, while protecting the public health and welfare of the citizens in the Cascade Charter Township. Because of the intensity of existing aeronautical uses and uses located directly adjacent to aeronautical facilities, this district permits non aeronautical facilities within the district both to compliment airport operations, and in recognition that aeronautical activities already taking place in the district

tend to be more consistent with commercial than with non-commercial uses. This district shall be divided into two subzones with each subzone being considered a separate zoning district, Subzone 1 shall be described as, the area generally surrounding the runways, hangars and control tower. Subzone 2 shall be described as, the remaining portions of the Airport Commerce Zoning District. The following figure (Figure 14-1) further depicts each overlay:



## AC District

### Section 14.03 Uses Permitted by Right in Subzone-1 AC District:

In the "Airport Commerce-~~Subzone-1~~" District no building, structure or premises shall be erected altered or used except as one or more of the following specified uses unless otherwise provided by this ordinance:

1. Airport Operations Facilities:
  - a. Any Aeronautical Facility as defined in Section 3 of the Michigan Aeronautics Code (MCL 259.3).
  - b. Aircraft cleaning and janitorial services
  - c. Aircraft flight training and flying clubs
  - d. Aircraft landing facilities
  - e. Aircraft refueling and fuel storage facilities
  - f. Aircraft/aviation related servicing, repair, painting and restoration facilities
  - g. Aircraft sales
  - h. Air freight handling facilities
  - i. Airline reservation centers
  - j. Airport terminal, and all uses within the terminal building, including but not limited to restaurants, cocktail lounges, etc.
  - k. Airport parking facilities
  - l. U.S. Customs clearance offices
  - m. Flying charter services
  - n. Hangar operations and aircraft storage
  - o. Sightseeing airplane service
  - p. Aeronautical and other administrative offices
  - q. Airport maintenance facilities
  - r. Any facility required by Federal, State, or Local permits.
2. Airport museum
3. Airport viewing areas
4. Hotels/Motels
5. Rental Establishments - primarily engaged in renting, leasing, or servicing automobiles, small vans, trucks or other similar vehicles
6. Restaurants
7. Banks, credit unions, savings and loans, and similar financial institutions (including drive-through and outdoor automatic teller facilities)
8. Used car sales engaged only in the sale of car rental fleet on the premises. Said activity shall also have the approval of the property owner.
9. Business service centers providing services such as telecommunications services, computer services, copying and fax services, temporary office space, or similar business - related services.

10. Automobile Service Stations
11. Personal service establishments that perform service on the premises including, but not limited to, beauty parlor, barbershop, photographic studio, dry cleaning establishments, flower shops, print shops, and repair shops (watches, radio/TV, shoes, etc).
12. Specialty retail shops
13. Freight terminals
14. Parking Structures
15. Warehousing and general storage.
16. Intermodal transportation facilities.
17. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.
18. Any public utility buildings, structures or facilities.
19. Any building, structure or facility used in the abatement/mitigation of environmental issues including the capture, storage and treatment of de- icing/anti-icing or other agents used for aviation purposes, including facilities/structures required for environmental compliance.
20. Any use or activity incidental to or related to "Aeronautics" as defined in Section 2 of the Michigan Aeronautics Code (MCL 259.2)

[21. Recreational uses.](#)

[22. Schools.](#)

**Section 14.04 Uses Permitted by Special Use Approval in [Subzone 1-AC District.](#)**

The following uses may be permitted as a special use in the [Subzone 1-AC District:](#)

1. Notwithstanding any other provision of this Ordinance, Minor Mineral Resource Extraction and Major Mineral Resource Extraction in accordance with the requirements of only subsections 3 through 10 of Section 4.28 of this Ordinance. Major Mineral Resource Extraction in this zone will not require Planned Unit Development rezoning pursuant to Chapter 16.

**[Section 14.05 AC District Regulations](#)**

[Except as otherwise provided for non-aeronautical facilities within this Zoning Ordinance, all uses shall meet the requirements of the MAC and the regulations of the FAA.](#)

[Any parcels within the AC District adjacent to Thornapple River Drive shall be subject to the following requirements:](#)

1. [100' setback from Thornapple River Drive and landscape buffer to preserve open space along the roadside, except as otherwise approved by the Planning Commission.](#)
2. [No more than 1 curb cut off of Thornapple River Drive, except as otherwise approved by the Planning Commission.](#)

**[Overlay A District](#)**

**[Section 14.06 Intent](#)**

[The "Overlay A" District is established in addition to the AC District and applies to the area shown on the map in Figure 14-1. The intent of Overlay A is to:](#)

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the Gerald R Ford International Airport.
2. Protect the approaches to the airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the airport.
3. Protect vulnerable land uses from negative impacts caused by the airport.
4. Protect state, federal, and local investments in aviation infrastructure.
5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to airport operations and navigable airspace.
6. Providing a transitional are between the Gerald R Ford International Airport and neighboring agricultural and residential uses.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance, and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern.

#### **Overlay A District**

##### **Section 14.06 Intent**

The "Overlay A" District is established in addition to the AC District and applies to the area shown on the map in Figure 14-1. The intent of Overlay A is to:

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the Gerald R Ford International Airport.
2. Protect the approaches to the airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the airport.
3. Protect vulnerable land uses from negative impacts caused by the airport.
4. Protect state, federal, and local investments in aviation infrastructure.
5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to airport operations and navigable airspace.
6. Providing a transitional are between the Gerald R Ford International Airport and neighboring agricultural and residential uses.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance, and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern.

##### **Section 14.08 Uses permitted by Special Use Approval in Overlay A**

The following uses may be permitted but are subject to the provisions and conditions outlined in Chapter 17.

1. Trucking and Freight Terminals

2. Manufacturing

3. Contractor Yards

4. Any other uses permitted in the ARC or AC-1 zoning districts except, if the underlying zoning district is AC-1, no non-aeronautical uses are permitted.

5. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.

**Section 14.09 Overlay A Standards (only applicable to non-aeronautical facilities):**

Any property that an Overlay A District Area boundary includes or intersects shall conform to the overlay standards when site plan review is requested in addition to any requirements in the underlying zoning district. The regulations of this District are in addition to any regulations in the underlying land use district; however, these regulations supersede all conflicting regulations of the underlying land use district to the extent of such conflict, but no further.

Any parcels within the Overlay A adjacent to Thornapple River Drive that do not have a use permitted in the ARC zoning district shall be subject to the following requirements:

1. 100' setback from Thornapple River Drive and landscape buffer to preserve open space along the roadside, except as otherwise approved by the Planning Commission.
2. No more than 1 curb cut off of Thornapple River Drive, except as otherwise approved by the Planning Commission.

Minimum Lot Size: 3 acres

Any parcels that are not used for a use permitted by right or a special land use in the ARC district shall be subject to the I, Industrial standards as required by this Ordinance regardless of underlying zoning district.

**Overlay B District**

**Section 14.10 Intent**

The "Overlay B" District is established in addition to the AC District and Overlay A and applies to the area shown on the map in Figure 14-1. The intent of Overlay B is to:

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the Gerald R Ford International Airport.
2. Protect the approaches to the airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the airport.
3. Protect vulnerable land uses from negative impacts caused by the airport.
4. Protect state, federal, and local investments in aviation infrastructure.

5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to airport operations and navigable airspace.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance, and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern.

**Section 14.0511 Uses Permitted by Right in Overlay B Subzone-2:**

In the "~~Airport Commerce-subzone-2~~Overlay B" District no building, structure or premises shall be erected altered or used except as one or more of the following specified uses unless otherwise provided by this ordinance:

1. Airport Operations Facilities:
  - a. Any Aeronautical Facility as defined in Section 3 of the Michigan Aeronautics Code (MCL 259.3).
  - b. Aircraft cleaning and janitorial services
  - c. Aircraft flight training and flying club
  - d. Aircraft landing facilities
  - e. Aircraft refueling and fuel storage facilities
  - f. Aircraft/aviation related servicing, repair, painting and restoration facilities
  - g. Aircraft sales
  - h. Air freight handling facilities
  - i. Airline reservation centers
  - j. Airport terminal, and all uses within the terminal building, including but not limited to restaurants, cocktail lounges, etc.
  - k. Airport parking facilities
  - l. U.S. Customs clearance offices
  - m. Flying charter services
  - n. Hangar operations and aircraft storage
  - o. Sightseeing airplane service
  - p. Aeronautical and other administrative offices
  - q. Airport maintenance facilities
  - r. Any facility required by Federal, State, or Local permits.
2. Airport viewing areas
3. Airport museum
4. Business service centers providing services such as telecommunications services, computer services, copying and fax services, temporary office space, or similar business - related services.
5. Freight terminals
6. Parking Structures
7. Warehousing and general storage
8. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.

9. Within a foreign trade zone as established pursuant to the Foreign Trade Zone Act (19 USCA §81a et seq.), any use permitted in a foreign trade zone by Federal law including, without limitation, the storage, sale, exhibition, repacking, assembly, distribution, or manufacture of goods or merchandise.

[10. Any other uses permitted in the underlying zoning district.](#)

#### **Section 14.0612 Uses permitted by Special Use Approval in [Subzone 2 Overlay B](#)**

The following uses may be permitted but are subject to the provisions and conditions outlined in Chapter 17.

1. Hotels/Motels
2. Rental Establishments - primarily engaged in renting, leasing, or servicing automobiles, small vans, trucks or other similar vehicles.
3. Automobile Service Stations.
4. Intermodal transportation facilities
5. Restaurants
6. Banks, credit unions, savings and loans, and similar financial institutions (including drive-through and outdoor automatic teller facilities).
7. Specialty retail shops
8. Notwithstanding any other provision of this Zoning Ordinance, Minor Mineral Resource Extraction and Major Mineral Resource Extraction in accordance with the requirements of only subsections 3 through 10 of Section 4.28 (Mineral Resource Extraction of this Ordinance. Mineral Resource Extraction in this zone will not require Planned Unit Development rezoning as regulated in Chapter 16 of this Ordinance).
9. Antenna tower and masts for cellular phone and other personal communication services, when authorized as a special use by the Planning Commission subject to conformance with the standards of Section 17.03(h).
10. Personal service establishments that perform service on the premises including, but not limited to, beauty parlor, barbershop, photographic studio, dry cleaning establishments, flower shops, print shops, and repair shops (watches, radio/TV, shoes, etc).
- [11. Any other uses permitted in the underlying zoning district.](#)

#### **[Section 14.13 Overlay B Standards \(only applicable to non-aeronautical facilities\):](#)**

[Any property that an Overlay B District Area boundary includes or intersects shall conform to the overlay standards when site plan review is requested in addition to any requirements in the underlying zoning district. The regulations of this District are in addition to any regulations in the underlying land use district; however, these regulations supersede all conflicting regulations of the underlying land use district to the extent of such conflict, but no further.](#)

#### **Section 14. [14 07-Site Plan Review:](#)**

Due to the unique nature of the airport, the level of review by the Township within [the Airport Commerce Zoning District](#) shall be limited to non-aeronautical facilities. ~~both subzones of the Airport~~

~~Commerce Zoning District shall be limited to certain uses in Subzone 2. Furthermore these subzones shall also be used for determining the level of review needed by the Township.~~

All the uses in section 14.03 that fall within ~~Subzone 1AC, whether non-aeronautical or not shall be permitted as of right and~~ that are aeronautical facilities shall be permitted as of right and shall not require Township Site Plan review approvals. However, the applicant shall be responsible to submit a site plan indicating the location of any new curb-cut to a public street in order to ensure that it meets the minimum Township standards as regulated in this Ordinance.

For those areas in Overlays A and B Subzone 2, ~~the uses in aeronautical facilities in~~ Sections ~~14.05-107 and 14.11~~ are not subject to site plan review but are required to submit a site plan indicating the location of any new curb-cut to a public street in order to ensure that it meets the minimum Township standards in this ordinance.

All other uses listed in AC and Overlays A and B Subzone 2 (Section 14.05-2 thru 9) shall require site plan review per Chapter 21 of this Ordinance. All uses permitted by Special Use Permit in Section 14.06 shall require site plan review per chapters 4, 17 and 21 as applicable.

If at any time any use is proposed and the location of which crosses from one sub-zone to another, the more stringent regulations shall apply.

## **Section 2. Amendment to Chapter 3**

Chapter 3 of the Township's Zoning Ordinance is hereby amended to amend the definitions for "Aeronautical Facility" and "Aeronautics" as follows:

Aeronautical Facility: Any device, physical or otherwise, that is an object of nature or that is human-made, that aids and is used in aeronautics.

Aeronautics: Any act or matter that treats or deals with flight in the airspace.

## **Section 3. Amendment to Chapter 18**

Section 18.13(5) is hereby amended to read, in its entirety, as follows:

5. The following apply to the AC zone and Overlays A and B in Chapter 14:

a. Maximum Stories/Height: The maximum height in the Subzone 1-AC District shall be limited to the maximum height permitted by the FAA. The maximum height in Overlay A and B Subzone 2 shall be 45 feet.

b. Minimum Lot Width: There shall be no minimum lot width in the AC District Subzone 1. The Overlay A and B Subzone 2 area shall have a minimum lot width of 200 feet.

c. Setbacks: There shall be no minimum setback requirement in [the AC DistrictSubzone-1](#). The table on the following page setbacks shall apply to [Overlays A and B \(in addition to any other setbacks required in Chapter 14\)Subzone-2](#).

<b>Setback Requirements for Overlay Zones A &amp; B</b>	
<b>Front Road</b> Oostema Blvd or any other public or private street	35'
60th	43'
<a href="#">Patterson</a>	<a href="#">50'</a>
<a href="#">Thornapple River Dr</a>	<a href="#">100'</a>
<b>Side Yard</b>	25'
<b>Rear Yard</b>	50'

**Section 4. VALIDITY.**

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 5. REPEALER.**

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

**Section 6. EFFECTIVE DATE.**

This Ordinance shall take effect seven (7) days after publication of a notice of adoption as provided by law

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**Proposed Amendments –  
Clean Copy**

**CASCADE CHARTER TOWNSHIP  
ORDINANCE NO. \_\_\_\_\_  
ORDINANCE TO AMEND ZONING ORDINANCE REGARDING AIRPORT ZONING**

**Section 1. Amendment to Chapter 14**

Chapter 14 of the Township's Zoning Ordinance is hereby amended to read, in its entirety, as follows:

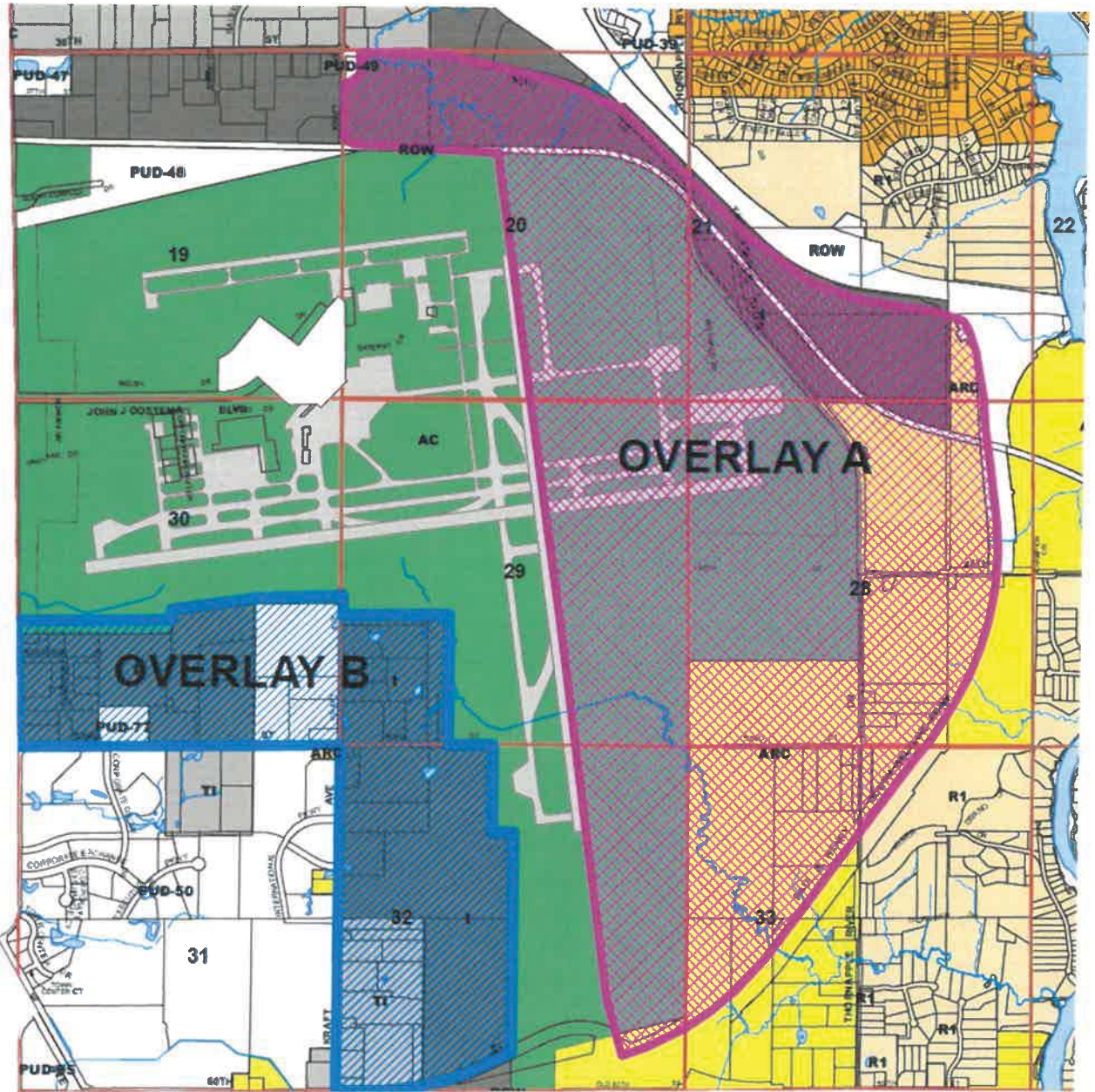
**CHAPTER 14  
AC Airport – Commerce District & Overlays A and B**

**Section 14.01 Title:**

Use Regulations Relating to the "AC" Airport-Commerce District

**Section 14.02 Intent:**

This district recognizes that certain aeronautical facilities are exempt from Township zoning under current state law, and also that a portion of the airport property is under the jurisdiction of the City of Grand Rapids. This district is intended to accommodate and promote aeronautical progress for the public good, while protecting the public health and welfare of the citizens in the Cascade Charter Township. All uses should be in compliance with the regulations of the Michigan Aeronautics Code (MAC), the Federal Aviation Administrations (FAA), the Michigan Zoning Enabling Act (MZEA), airport zoning ordinances, relevant case law and Cascade Township. The regulations of the Airport-Commerce District are not intended to conflict with existing or future approach protection regulations promulgated by the United States (Federal Aviation Regulation Part 77), the State of Michigan (P.A. 23 of 1950 as amended by P.A. 158 of 1976), or any agencies thereof. Because of the intensity of existing aeronautical uses and uses located directly adjacent to aeronautical facilities, this district permits non-aeronautical facilities within the district both to compliment airport operations, and in recognition that aeronautical activities already taking place in the district tend to be more consistent with commercial than with non-commercial uses. This district shall be divided into three zones. The AC District shall be described as, the area generally surrounding the runways, hangars and control tower and shall be considered a separate zoning district. Overlays A and B shall be described as the area further removed from the airport than the AC District. Overlays A and B are overlay districts that implement additional regulations layered on top of the regulations in the properties' underlying zoning district(s) as necessary and reasonable for their vicinity to the airport. The following figure (Figure 14-1) further depicts each overlay:



## **AC District**

### **Section 14.03 Uses Permitted by Right in AC District:**

In the "Airport Commerce" District no building, structure or premises shall be erected altered or used except as one or more of the following specified uses unless otherwise provided by this ordinance:

1. Airport Operations Facilities:
  - a. Any Aeronautical Facility as defined in Section 3 of the Michigan Aeronautics Code (MCL 259.3).
  - b. Aircraft cleaning and janitorial services
  - c. Aircraft flight training and flying clubs
  - d. Aircraft landing facilities
  - e. Aircraft refueling and fuel storage facilities
  - f. Aircraft/aviation related servicing, repair, painting and restoration facilities
  - g. Aircraft sales
  - h. Air freight handling facilities
  - i. Airline reservation centers
  - j. Airport terminal, and all uses within the terminal building, including but not limited to restaurants, cocktail lounges, etc.
  - k. Airport parking facilities
  - l. U.S. Customs clearance offices
  - m. Flying charter services
  - n. Hangar operations and aircraft storage
  - o. Sightseeing airplane service
  - p. Aeronautical and other administrative offices
  - q. Airport maintenance facilities
  - r. Any facility required by Federal, State, or Local permits.
2. Airport museum
3. Airport viewing areas
4. Hotels/Motels
5. Rental Establishments - primarily engaged in renting, leasing, or servicing automobiles, small vans, trucks or other similar vehicles
6. Restaurants
7. Banks, credit unions, savings and loans, and similar financial institutions (including drive-through and outdoor automatic teller facilities)
8. Used car sales engaged only in the sale of car rental fleet on the premises. Said activity shall also have the approval of the property owner.
9. Business service centers providing services such as telecommunications services, computer services, copying and fax services, temporary office space, or similar business - related services.

- 10. Automobile Service Stations
- 11. Personal service establishments that perform service on the premises including, but not limited to, beauty parlor, barbershop, photographic studio, dry cleaning establishments, flower shops, print shops, and repair shops (watches, radio/TV, shoes, etc).
- 12. Specialty retail shops
- 13. Freight terminals
- 14. Parking Structures
- 15. Warehousing and general storage.
- 16. Intermodal transportation facilities.
- 17. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.
- 18. Any public utility buildings, structures or facilities.
- 19. Any building, structure or facility used in the abatement/mitigation of environmental issues including the capture, storage and treatment of de- icing/anti-icing or other agents used for aviation purposes, including facilities/structures required for environmental compliance.
- 20. Any use or activity incidental to or related to "Aeronautics" as defined in Section 2 of the Michigan Aeronautics Code (MCL 259.2)
- 21. Recreational uses.
- 22. Schools.

**Section 14.04 Uses Permitted by Special Use Approval in AC District.**

The following uses may be permitted as a special use in the AC District:

- 1. Notwithstanding any other provision of this Ordinance, Minor Mineral Resource Extraction and Major Mineral Resource Extraction in accordance with the requirements of only subsections 3 through 10 of Section 4.28 of this Ordinance. Major Mineral Resource Extraction in this zone will not require Planned Unit Development rezoning pursuant to Chapter 16.

**Section 14.05 AC District Regulations**

Except as otherwise provided for non-aeronautical facilities within this Zoning Ordinance, all uses shall meet the requirements of the MAC and the regulations of the FAA.

Any parcels within the AC District adjacent to Thornapple River Drive shall be subject to the following requirements:

- 1. 100' setback from Thornapple River Drive and landscape buffer to preserve open space along the roadside, except as otherwise approved by the Planning Commission.
- 2. No more than 1 curb cut off of Thornapple River Drive, except as otherwise approved by the Planning Commission.

**Overlay A District**

**Section 14.06 Intent**

The "Overlay A" District is established in addition to the AC District and applies to the area shown on the map in Figure 14-1. The intent of Overlay A is to:

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the Gerald R Ford International Airport.
2. Protect the approaches to the airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the airport.
3. Protect vulnerable land uses from negative impacts caused by the airport.
4. Protect state, federal, and local investments in aviation infrastructure.
5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to airport operations and navigable airspace.
6. Providing a transitional are between the Gerald R Ford International Airport and neighboring agricultural and residential uses.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance, and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern.

#### **Section 14.07 Uses Permitted by Right in Overlay A:**

In the "Overlay A" District no building, structure or premises shall be erected altered or used except as one or more of the following specified uses unless otherwise provided by this ordinance:

1. Business service centers providing services such as telecommunications services, computer services, copying and fax services, temporary office space, or similar business - related services.
2. Recreation
3. Schools
4. Churches
5. Light Assembly
6. Research and Development
7. Laboratories
8. Warehousing and general storage
11. Any other uses permitted in the ARC or AC-1 zoning districts except, if the underlying zoning district is AC-1, no non-aeronautical uses are permitted.

#### **Section 14.08 Uses permitted by Special Use Approval in Overlay A**

The following uses may be permitted but are subject to the provisions and conditions outlined in Chapter 17.

1. Trucking and Freight Terminals
2. Manufacturing
3. Contractor Yards

4. Any other uses permitted in the ARC or AC-1 zoning districts except, if the underlying zoning district is AC-1, no non-aeronautical uses are permitted.
5. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.

**Section 14.09 Overlay A Standards (only applicable to non-aeronautical facilities):**

Any property that an Overlay A District Area boundary includes or intersects shall conform to the overlay standards when site plan review is requested in addition to any requirements in the underlying zoning district. The regulations of this District are in addition to any regulations in the underlying land use district; however, these regulations supersede all conflicting regulations of the underlying land use district to the extent of such conflict, but no further.

Any parcels within the Overlay A adjacent to Thornapple River Drive that do not have a use permitted in the ARC zoning district shall be subject to the following requirements:

1. 100' setback from Thornapple River Drive and landscape buffer to preserve open space along the roadside, except as otherwise approved by the Planning Commission.
2. No more than 1 curb cut off of Thornapple River Drive, except as otherwise approved by the Planning Commission.

Minimum Lot Size: 3 acres

Any parcels that are not used for a use permitted by right or a special land use in the ARC district shall be subject to the I, Industrial standards as required by this Ordinance regardless of underlying zoning district.

**Overlay B District**

**Section 14.10 Intent**

The "Overlay B" District is established in addition to the AC District and Overlay A and applies to the area shown on the map in Figure 14-1. The intent of Overlay B is to:

1. Promote the public health, safety, and general welfare of the residents and businesses surrounding the Gerald R Ford International Airport.
2. Protect the approaches to the airport and surrounding airspace from encroachment and limit the exposure of impacts to persons, property, or facilities in proximity to the airport.
3. Protect vulnerable land uses from negative impacts caused by the airport.
4. Protect state, federal, and local investments in aviation infrastructure.
5. Regulate and restrict building sites, placement of structures, and land uses by separating conflicting land uses and prohibiting certain land uses that would be detrimental to airport operations and navigable airspace.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance, and any other regulations applicable to the same area, whether the conflict is with

respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern.

**Section 14.11 Uses Permitted by Right in Overlay B:**

In the "Overlay B" District no building, structure or premises shall be erected altered or used except as one or more of the following specified uses unless otherwise provided by this ordinance:

1. Airport Operations Facilities:
  - a. Any Aeronautical Facility as defined in Section 3 of the Michigan Aeronautics Code (MCL 259.3).
  - b. Aircraft cleaning and janitorial services
  - c. Aircraft flight training and flying club
  - d. Aircraft landing facilities
  - e. Aircraft refueling and fuel storage facilities
  - f. Aircraft/aviation related servicing, repair, painting and restoration facilities
  - g. Aircraft sales
  - h. Air freight handling facilities
  - i. Airline reservation centers
  - j. Airport terminal, and all uses within the terminal building, including but not limited to restaurants, cocktail lounges, etc.
  - k. Airport parking facilities
  - l. U.S. Customs clearance offices
  - m. Flying charter services
  - n. Hangar operations and aircraft storage
  - o. Sightseeing airplane service
  - p. Aeronautical and other administrative offices
  - q. Airport maintenance facilities
  - r. Any facility required by Federal, State, or Local permits.
2. Airport viewing areas
3. Airport museum
4. Business service centers providing services such as telecommunications services, computer services, copying and fax services, temporary office space, or similar business - related services.
5. Freight terminals
6. Parking Structures
7. Warehousing and general storage
8. Any governmental buildings, offices, or other facilities including, but not limited to, law enforcement facilities and County Road Commission facilities.
9. Within a foreign trade zone as established pursuant to the Foreign Trade Zone Act (19 USCA §81a et seq.), any use permitted in a foreign trade zone by Federal law including, without limitation, the storage, sale, exhibition, repacking, assembly, distribution, or manufacture of goods or merchandise.
10. Any other uses permitted in the underlying zoning district.

**Section 14.12 Uses permitted by Special Use Approval in Overlay B**

The following uses may be permitted but are subject to the provisions and conditions outlined in Chapter 17.

1. Hotels/Motels
2. Rental Establishments - primarily engaged in renting, leasing, or servicing automobiles, small vans, trucks or other similar vehicles.
3. Automobile Service Stations.
4. Intermodal transportation facilities
5. Restaurants
6. Banks, credit unions, savings and loans, and similar financial institutions (including drive-through and outdoor automatic teller facilities).
7. Specialty retail shops
8. Notwithstanding any other provision of this Zoning Ordinance, Minor Mineral Resource Extraction and Major Mineral Resource Extraction in accordance with the requirements of only subsections 3 through 10 of Section 4.28 (Mineral Resource Extraction of this Ordinance. Mineral Resource Extraction in this zone will not require Planned Unit Development rezoning as regulated in Chapter 16 of this Ordinance).
9. Antenna tower and masts for cellular phone and other personal communication services, when authorized as a special use by the Planning Commission subject to conformance with the standards of Section 17.03(h).
10. Personal service establishments that perform service on the premises including, but not limited to, beauty parlor, barbershop, photographic studio, dry cleaning establishments, flower shops, print shops, and repair shops (watches, radio/TV, shoes, etc).
11. Any other uses permitted in the underlying zoning district.

**Section 14.13 Overlay B Standards (only applicable to non-aeronautical facilities):**

Any property that an Overlay B District Area boundary includes or intersects shall conform to the overlay standards when site plan review is requested in addition to any requirements in the underlying zoning district. The regulations of this District are in addition to any regulations in the underlying land use district; however, these regulations supersede all conflicting regulations of the underlying land use district to the extent of such conflict, but no further.

**Section 14.14 Site Plan Review:**

Due to the unique nature of the airport, the level of review by the Township within the Airport Commerce Zoning District shall be limited to non-aeronautical facilities.

All the uses in section 14.03 that fall within AC that are aeronautical facilities shall be permitted as of right and shall not require Township Site Plan review approvals. However, the applicant shall be responsible to submit a site plan indicating the location of any new curb-cut to a public street in order to ensure that it meets the minimum Township standards as regulated in this Ordinance.

For those areas in Overlays A and B, aeronautical facilities in Sections 14.07 and 14.11 are not subject to site plan review but are required to submit a site plan indicating the location of any new curb-cut to a public street in order to ensure that it meets the minimum Township standards in this ordinance.

All other uses listed in AC and Overlays A and B shall require site plan review per Chapter 21 of this Ordinance. All uses permitted by Special Use Permit shall require site plan review per chapters 4, 17 and 21 as applicable.

If at any time any use is proposed and the location of which crosses from one sub-zone to another, the more stringent regulations shall apply.

**Section 2. Amendment to Chapter 3**

Chapter 3 of the Township’s Zoning Ordinance is hereby amended to amend the definitions for “Aeronautical Facility” and “Aeronautics” as follows:

Aeronautical Facility: Any device, physical or otherwise, that is an object of nature or that is human-made, that aids and is used in aeronautics.

Aeronautics: Any act or matter that treats or deals with flight in the airspace.

**Section 3. Amendment to Chapter 18**

Section 18.13(5) is hereby amended to read, in its entirety, as follows:

- 5. The following apply to the AC zone and Overlays A and B in Chapter 14
  - a. Maximum Stories/Height: The maximum height in the AC District shall be limited to the maximum height permitted by the FAA. The maximum height in Overlay A and B shall be 45 feet.
  - b. Minimum Lot Width: There shall be no minimum lot width in the AC District. The Overlay A and B area shall have a minimum lot width of 200 feet.
  - c. Setbacks: There shall be no minimum setback requirement in the AC District. The table on the following page setbacks shall apply to Overlays A and B (in addition to any other setbacks required in Chapter 14.

<b>Setback Requirements for Overlay Zones A &amp; B</b>	
<b>Front Road</b> Oostema Blvd or any other public or private street	35'
60th	43'
Patterson	50'
Thornapple River Dr	100'
<b>Side Yard</b>	25'
<b>Rear Yard</b>	50'

**Section 4. VALIDITY.**

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 5. REPEALER.**

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

**Section 6. EFFECTIVE DATE.**

This Ordinance shall take effect seven (7) days after publication of a notice of adoption as provided by law

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# Cascade Charter Township

Kent County, Michigan June 2021

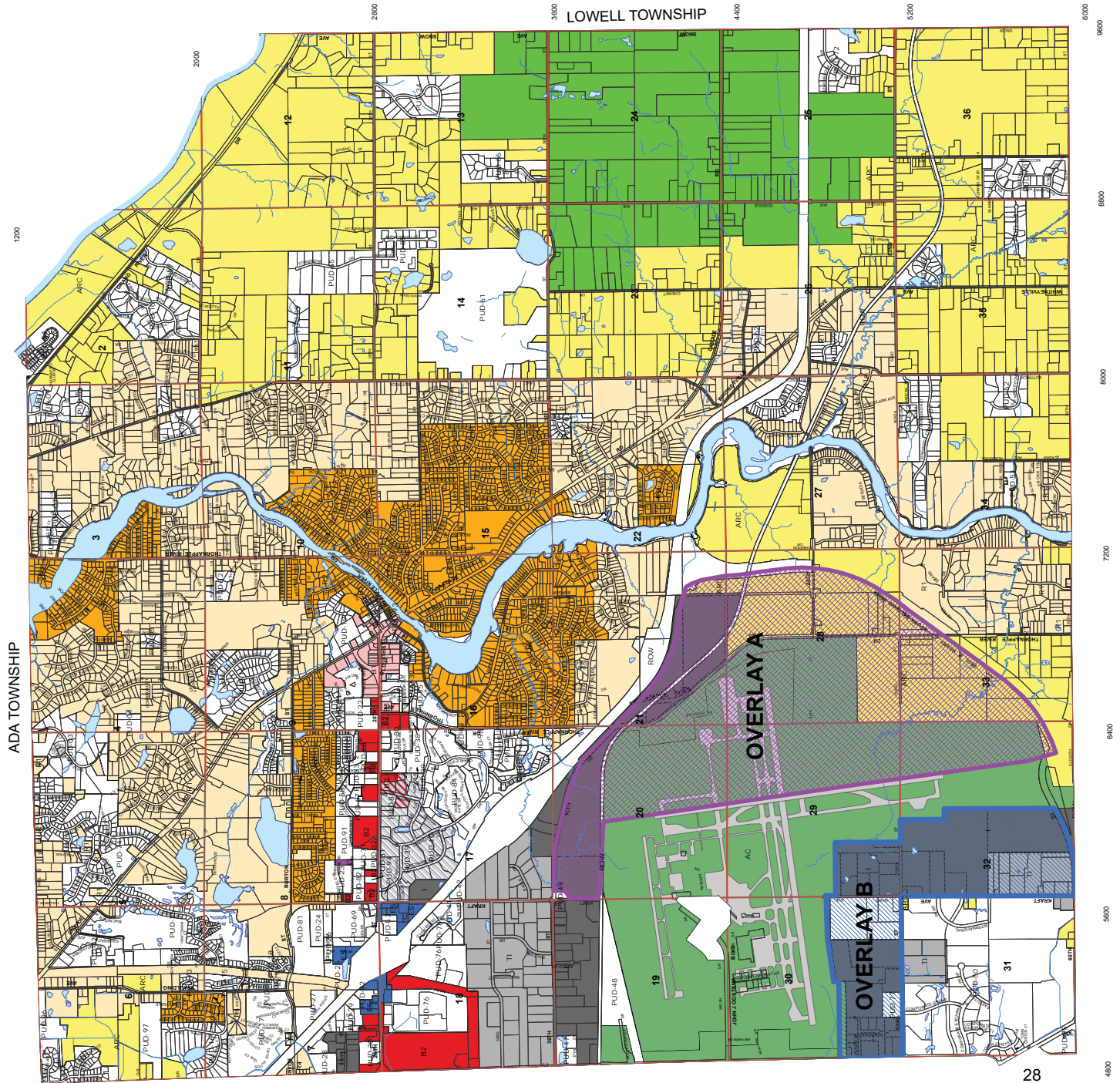
## Proposed Zoning Ordinance Map with Overlay Areas

### Legend

- B2, General Business
- B1, Village Business
- ES, Expressway Service
- O, Office
- Airport Commerce
- FP, Farmland Preservation
- ARC, Agriculture Rural Conservation
- TI, Transitional Industrial
- I, Industrial
- R1
- R2
- Centennial Park Overlay Zoning District
- Includes Underlying Zoning Districts
- PUD 39, PUD 40, PUD 68 and 62

### Planned Unit Development List

- 1-Eastmont Meadows - #2 of 1992, #6 of 1999
- 2-Golfview Office Park - #9 of 1989
- 3-Timmaron North - #10 of 1989, #9 of 1994
- 4-Fountain Estates - #4 of 1991
- 5-Timbers - #2 of 1991
- 6-Barricuff Acres - #13 of 1993, #6 of 1998
- 7-Winsfield - #15 of 1992
- 8-Loral Pines - #9 of 1991
- 9-Old Elm - #24 of 1994
- 10-Highgrove - #23 of 1994
- 11-Timber Canyon Estates - #7 of 1991
- 12-Rivewood #10 of 1988
- 13-Cascade Lakes Plat #2 of 1996, #1 of 1997
- 14-Cascade Lakes - #10 of 1995, #10 of 1999
- 15-Walmark - #10 of 1997, #6 of 2003
- 16-Tall Pines - #16 of 1984
- 17-Quail Crest - #2 of 1983, #12 of 1995
- 18-Burton Pointe - #14 of 1990, #9 of 1996
- 19-Thompsonville Centre - #3 of 1992, #1 of 2001
- 20-Cascade Christian Church - #15 of 1994
- 21-Gemelele - #9 of 1985, #9 of 2000
- 22-Cascade East - 1978
- 23-Chatham Woods - 1972
- 24-NVP - #10 of 2006
- 25-Home Design Center - #6 of 1988, #3 of 1993
- 26-Spruce Meadows - #4 of 1994, #1 of 2007
- 27-Highridge - #4 of 1986, #16 of 2000
- 28-Patterson Ice Center - #10 of 1994
- 29-L86 Office Park - #11 of 1994, #12 of 1997
- 30-Sports and Recreation - #4 of 1995
- 31-Burger King - 1981
- 32-Espanade - #5 of 1986, #20 of 2000
- 33-Thompson Land Company - 1979
- 34-Crestwood Hills - #4 of 1997
- 35-Summit - #11 of 1990, #5 of 1999
- 36-Noto - #13 of 1995
- 37-Kitchens By Stephanie - #13 of 1989
- 38-Northern Benefits - #15 of 1995
- 39-Centennial Park - 1973, #3 of 2013
- 40-Sunrise Senior Living - #12 of 2005
- 41-Glenwood Hills - #5 of 1988
- 42-Joseph Pacelli - #5 of 1997
- 43-Thompson Estates - #9 of 1989, #7 of 1998
- 44-Headmoor - #8 of 1991
- 45-Headmoor Trails - #5 of 1988, #6 of 1988
- 46-Crothers 36th St - #14 of 1992
- 47-Patterson 36th St - #6 of 1982
- 48-KCRC Facility - #7 of 1988
- 49-LeTourneau - #6 of 1989
- 50-Meadowcreek Business Park - #2 of 1988, #10 of 2003
- 51-Ridgeview Creek - #2 of 1995
- 52-Buttrick Country Estates - #18 of 1990, #9 of 2001
- 53-Signature Inns - #15 of 1987
- 54-Ada Mornings - #13 of 2003
- 55-Sentinel Pointe - #6 of 1984, #1 of 2016
- 56-Open
- 57-Carabelle Village #7 - #17 of 1985
- 58-Thornapple Manor - #2 of 1998, #2 of 2004
- 59-Palatum Falls - #11 of 1998
- 60-Whitneyville Station - #1 of 1999
- 61-Quail Ridge - #7 of 1999
- 62-Thornapple Meadows - #6 of 1999
- 63-Hunter's Way - #10 of 2000, #1 of 2001
- 64-Laurel Ridge - #14 of 2000
- 65-Strubridge Estates - #6 of 2001
- 66-Bloomington Hills - #7 of 2001
- 67-East Imports - #1 of 2004, #6 of 2004, #9 of 2017
- 68-Carabelle Mixed Use - #2 of 2002, #16 of 2003
- 69-Melje/Romano - #11 of 2002
- 70-Summet - #12 of 2002
- 71-Belton Automotive - #16 of 2002
- 72-Clear Meadow - #3 of 2003
- 73-Park Place Condominium - #11 of 2003
- 74-Manchester Woods Stoneshire - #5 of 2004
- 75-Cascade Pointe - #4 of 2004
- 76-Waterfall Shoppes - #6 of 2004
- 77-Spears Realty - #10 of 2004
- 78-Glenwood Hills Office Park #3 - #9 of 2004
- 79-Cascade Engineering Coop Office - #14 of 2004
- 80-Ribbel Development - #2 of 2005, #7 of 2017
- 81-YMCA - #7 of 2014
- 82-Kraft St Partners - #8 of 2005
- 83-Anderson Woods - #9 of 2005
- 84-Castelhouse
- 85-Berwood - #2 of 2006
- 86-Oak Harbor Preserve - #8 of 2017
- 87-Anderson Woods Phase II and III - #11 of 2006
- 88-Spears #3 of 2007
- 89-Strubridge Valley - #4 of 2007
- 90-Sable Valley - #2 of 2013
- 91-Rivewood - #6 of 2013
- 92-Druvy Hotel - #12 of 2014
- 93-Thornapple Hills - #1 of 2015
- 94-Panera Bread - #2 of 2015
- 95-3605 Broadmoor - #3 of 2015
- 96-Leisure Living - #4 of 2017
- 97-Cascade One - #10 of 2017
- 98-The Lanterns #5 of 2019
- 99-Honeyuckle #4 of 2020



See Sheet 1004

Date

## Proposed Stormwater Ordinance Amendments

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### Sec. 1.04 Applicability, Exemptions and General Provisions

- (1) This ordinance shall apply to all new Development and all redevelopment projects, including private, commercial and public projects that disturb one (1) acre or more, and projects less than one (1) acre that are part of a larger common Plan of Development or sale that would disturb one (1) acre or more.
- (2) This ordinance shall apply to sites less than one (1) acre as set forth in Chapter 21 of the Township Zoning Ordinance.
- (3) This ordinance shall not apply to the following:
  - (a) The installation or removal of individual mobile homes within a mobile home park. This exemption shall not be construed to apply to the construction, expansion, or modification of a mobile home park.
  - (b) Construction of, or an addition, extension or modification to, an individual single-family or a two-family detached dwelling
  - (c) Farm operations and buildings, except dwellings, directly related to-farm operations. This exemption shall not apply to greenhouses and other similar structures.
  - (d) Plats with preliminary plat approval and other Developments with final land use approval prior to the effective date of this ordinance, where such approvals remain in effect.
  - ~~(e) Construction, development or redevelopment associated with aeronautical facilities at the Gerald R. Ford International Airport.~~

**Article II – Stormwater Permits**  
**Sec. 2.01 Permit Required.**

- (1) No Person shall engage in any Development activity without first receiving a Stormwater Permit from the Cascade Charter Township pursuant to Section 2.02 except as otherwise expressly authorized by an approved NPDES permit.
- (2) The granting of a Stormwater Permit only authorizes the discharge of stormwater from the Development for which the Permit is required, subject to the terms of the Permit. It shall not be deemed to approve other Development, other land use activities, or replace other required Permits.
- (3) Any person subject to an NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Township prior to allowing of discharges under this Ordinance.

**Sec. 4.01 Prohibited Discharges**

- (1) No Person shall discharge to a Water Body, directly or indirectly, any substance other than stormwater or an exempted discharge. Any Person discharging stormwater shall effectively prevent Pollutants from being discharged with the stormwater, except in accordance with BMPs.
- (2) Cascade Charter Township is authorized to require Dischargers to implement pollution prevention measures, utilizing BMPs as necessary and any other requirements set forth in this Ordinance, to prevent or reduce the discharge of Pollutants into Cascade Charter Township's stormwater drainage system, even if the discharger is subject to an NPDES permit.
- (3) No Person shall discharge or cause to be discharged into Cascade Township Storm drain system or watercourses any materials, including, but not limited to, pollutants, or water containing any Pollutants that cause or contribute to a violation of applicable water quality standards other than stormwater. The commencement, conduct, or continuance of any Illicit Discharge to the Storm Drain system is prohibited except for discharges authorized by the Cascade Charter Township as being necessary to protect public health and safety.

**MINUTES OF THE  
CASCADE CHARTER TOWNSHIP  
REGULAR BOARD MEETING**

Wednesday, February 8, 2023

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

And Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.  
Present: Supervisor Lesperance, Clerk Slater, Treasurer Peirce, Trustees Koessel, McDonald, Shipley and Noordhoek  
Absent: None  
Also Present: Township Manager Swayze, Planning Director Hilbrands, Lt. Albright-Fire Department, Mary Ann Sabo-Sabo PR, Hunter Zuk-Sabo PR, Deputy Clerk Brott, and those listed in the Supplement
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3. Approval of Agenda**  
Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.
- Article 5. Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**  
None
- Article 4. Presentations**  
None
- Article 6. Approval of Consent Agenda**
- a. Receive and File Minutes
    - 1. Township Board – 1/25/2023
    - 2. Downtown Development Authority – 11/15/22
    - 3. Planning Commission – 11/4/22 & 12/5/22
  - b. Receive and File Reports
    - 1. Treasurer’s Department Report – December 2022
    - 2. Downtown Development Authority – 2022 Annual Report
    - 3. Building Department Report – January 2023
    - 4. Snow Cemetery Oak Wilt Project Report
    - 5. Burton Park Oak Wilt Project Report
  - c. Receive and File Education Requests
    - 1. Fire Chaplain Dieffenbach-1<sup>st</sup> Responder Mental Health & Wellness Conference-May 15-16, 2023-Elkhart, IN
  - d. Receive and File Communication
    - 1. GVMC Airport Access Study Postcard
- Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Consent Agenda.  
Motion carried unanimously.

**Article 7. Financial Actions**  
None

**Article 8. Unfinished Business**  
None

**Article 9. New Business**

**012-2023 a.) Public Hearing – Consider Ordinance for Floodplain Management**  
Motion by Trustee McDonald, seconded by Trustee Koessel to open Public Hearing.  
Motion carried unanimously.

No comments made.

Motion by Trustee McDonald, seconded by Trustee Shipley to close Public Hearing.  
Motion carried unanimously.

**b.) Consider Ordinance for Floodplain Management (Roll Call)**

Motion by Trustee McDonald, seconded by Trustee Shipley to approve. Motion carried unanimously by roll call vote.

**013-2023 Consider Contract for Spongy Moth Spray**

Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.

**014-2023 Consider a Metro Act Permit Request from Uniti Fiber**

Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.

**015-2023 Consider Budget and Funny Business Contract for Cascade Township July 4<sup>th</sup> Celebration**

Motion by Trustee Koessel, seconded by Trustee Shipley to approve. Motion carried unanimously.

**016-2023 Consider Resolution for Road Closures for Cascade Township July 4<sup>th</sup> Celebration (Roll Call)**

Motion by Trustee McDonald, seconded by Trustee Shipley to approve. Motion carried unanimously by roll call vote.

**017-2023 Consider ~~Resolution~~ Ordinance to Amend the Zoning Ordinance to Revise the Major Street Plan (Roll Call)**

Motion by Trustee McDonald, seconded by Trustee Koessel to approve. Motion carried unanimously by roll call vote.

**018-2023 Township Manager Annual Performance Evaluation**

No action taken.

**Article 10. Discussion**

**1. Township Communication Services**

Manager Swayze advised that Hunter Zuk of Sabo PR is being promoted. The Board needs to decide whether to keep things the way they are when a replacement is hired by Sabo PR, hire someone permanently as a Township employee, or put out a bid for other options. Considerable discussion held about prioritizing in-house capabilities. Manager Swayze and Mary Ann Sabo will meet to discuss options. Mary Ann Sabo thanked the Board; said it's been an honor to work with Cascade Township.

**Article 11. Public Comments – Any comments...whether it is on the Agenda or not. (limit comments to 3 minutes)**

1. Dale VanDerSchaaf-5667 Snow Ave-Re paving Snow Ave: Wants it paved, and wants the Township to do their part.
2. Matt Buckhold-5776 Snow Ave-Was promised when he bought his house that the road would be paved. He is willing to give up a tree, if needed. Ten (10) of the 13 residents are in favor of paving the road.

**Article 12. Manager Comments**

1. Egypt Creek update: Received replies from EGLE. They have ordered them to stop moving earth.
2. Attorney Van Essen: Meeting with Kent County re PFAS. Closed session will be scheduled for 2/22/23 Board Meeting to discuss cost.

**Article 13. Board Member Comments**

1. Trustee Shipley-Thanked everyone in attendance.
2. Trustee Noordhoek-Requested an update on a deer hunting report. Manager Swayze advised that an update will be presented to the Board soon.
3. Treasurer Peirce-Announced his resignation. Board members thanked him for his service.

**Article 14. Adjournment**

Motion by Treasurer Peirce, seconded by Trustee McDonald to adjourn. Motion carried unanimously.  
Meeting adjourned at 8:19 pm.

Krissi Brott  
Deputy Clerk

Approved by:

---

Grace Lesperance, Supervisor

---

Susan B. Slater, Clerk

**MINUTES OF THE  
CASCADE CHARTER TOWNSHIP  
SPECIAL BOARD MEETING**

Wednesday, February 15, 2023

Wisner Center  
2870 Jacksmith Dr SE  
Grand Rapids, MI 49546  
And Virtual Zoom Meeting  
1:00 P.M.  
HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.  
Present: Supervisor Lesperance, Clerk Slater, Trustees Koessel, McDonald, Noordhoek, and Shipley.  
Absent: Treasurer Peirce (excused)  
Also Present: Township Manager Swayze, Attorney Mike Homier, Human Resources Director Katie Murawski, and Administrative Assistant Jessica Stine.
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3.** **Approval of Agenda**  
Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.
- Article 4.** **To Review and Discuss the Upcoming Vacancy, Effective February 28, 2023 of the Cascade Charter Township Treasurer Position; Including Legal Counsel Review of Relevant Statutes and Discussion Regarding the Appointment Process to Fill Said Vacancy**  
Motion by Trustee Shipley, seconded by Clerk Slater to set the deadline of 3/3/23 for receiving applications for the position of Treasurer. Motion carried unanimously.
- Article 5.** **Public Comments**  
None.
- Article 6.** **Adjournment**  
Motion by Trustee Shipley, seconded by Trustee McDonald to adjourn. Motion carried unanimously.  
Meeting adjourned at 1:37 pm.

Krissi Brott  
Deputy Clerk

Approved by:

\_\_\_\_\_  
Grace Lesperance, Supervisor

\_\_\_\_\_  
Susan B. Slater, Clerk

Township Board Special Meeting Minutes  
February 15, 2023



MCKENNA

# Memorandum

**TO:** Cascade Township Boards & Commissions

**FROM:** Danielle Bouchard, AICP, Senior Planner  
Chris Khorey, AICP, West Michigan Manager

**SUBJECT:** Minutes from 1-20-23 Implementation Committee Meeting

**DATE:** January 30, 2023

The Cascade Township Board approved the Township Strategic Plan in summer 2022. To begin implementation of the Plan, the Township Board also approved the creation of the Implementation Committee. The role of the Implementation Committee is to get representatives from all the Township’s boards and commission, as well as key Township staff, regularly around the same table to discuss current and ongoing projects and establish connections for collaboration. Further, the goal of the Implementation Committee is to ensure that the Township’s priorities as identified by its residents are being carried through.

The Implementation Committee meets on the third Friday of each month at 9am. The second official meeting was held on January 20, 2023. This memorandum includes key highlights from the meeting.

## PLANNING COMMISSION

**Updates:** Chairperson, Chris Noordyke and Commissioner Kornstange gave an update of recent activities led by the Planning Commission and supported/implemented by Township Staff.

- The airport subcommittee has been preparing a presentation pertaining to the existing and proposed land uses surrounding the airport property. Once feedback from the Township Board is received, the subcommittee will work through processes to amend the Master Plan.
- To commence the Master Plan amendment process, the subcommittee has been working on submitting a notice of intent to plan to send to the required entities, as mandated by Michigan State law.
- The subcommittee will plan to present 3 options to the Township Board. These 3 options include:
  - To keep the industrial future land uses adjacent to the airport.
  - To revert the industrial future land uses adjacent to the airport back to agriculture.
  - A middle ground (yet to be determined).
- Once the Township Board steers the direction for the Master Plan amendment, the Planning Commission will work on establishing a new subcommittee dedicated to farmland preservation tools and mechanisms.
- The Planning Commission will also be looking into updating their bylaws.

**Collaboration Opportunities:** The Township Strategic Plan will be utilized for the implementation of these activities. Collaboration with the Township Board will be necessary for various zoning ordinance and master plan amendments, such as the several options for amendments to the future land use plan for those properties adjacent to the airport. The Planning Commission will also be working with the DDA to discuss improvements to the Lower Village area, especially for the discussion surrounding improvements to Cascade Road. Further, the

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Planning Commission will be involved with the re-energization of the Architectural Review Committee in terms of Commission representation and Zoning Ordinance and master plan amendments (as applicable).

## **PARKS COMMITTEE & PATHWAYS COMMITTEE**

**Updates:** Parks Committee and Pathways Committee representative, Mike Reese, provided an update of the recent and upcoming activities led by the Parks Committee and Pathways Committee, with support from Township staff.

- The Pathways Committee is looking closely at new pathway connections to target in 2023, using the map and priority list that was developed by the Township Engineer.
- The Parks Committee is also working on an update to their bylaws.
- A big upcoming task is to commence work on an upcoming parks millage. The new Parks Director position will be an integral piece to working on advocating for the millage proposal. A discussion for identifying who will be involved in the process for hiring the new Parks Director will also take place.
- A subcommittee may be formed to discuss the approach for a proposed millage.

**Collaboration Opportunities:** Collaborations will be needed between the Pathways Committee, DDA, and Township Board for the implementation of the Cascade Road bridge pathway. Further, collaboration will be established between the Planning Commission and the Parks Committee for future parks plans, and how they relate to master plan amendments. The Parks Committee will also likely need to collaborate with the DDA on the implementation for the “central gathering place” element of the Strategic Plan. It is anticipated that may be a role for the new Parks Director to lead. The Parks Committee will also be collaborating with the Township Board on the new Parks Director position details, as well as the proposed millage details. The Pathways Committee will continue to work with the Township Board on pathway maintenance projects.

## **DDA**

**Updates:** DDA representative, Michelle Kleyla, and consultants at McKenna, provided updates on recent ongoings conducted by the DDA.

- At the January DDA meeting, Deputy Dieppa gave a presentation on the current status of crime within the DDA boundary. In general, it was stated that the crime rates have not increased necessarily, but the crimes themselves have increased in severity.
- The DDA is interested in exploring opportunities to assist business owners with crime prevention tools and mechanisms. This may include supporting building and site design that align with crime prevention measures and best practices. This may be discussed further during the development of the Lower Village Subarea Plan.
- With regard to the Lower Village Subarea Plan, the DDA is interested in requesting representation from the Kent County Road Commission to attend a future meeting to discuss options for pedestrian safety along Cascade Road. The DDA is interested to know all potential options to slow traffic and support a more walkable village environment. As a preliminary response, the Road Commission has indicated that there are not many options to accomplish this. However, plans for the Lower Village Area will be reliant (in part) on traffic calming approach(es) for Cascade Road.
- The DDA will continue to work with the Library on their expansion project. The DDA has agreed to assist with funding for Phases II and III.



- The “central gathering place,” as identified by Township stakeholders as a top priority during the Strategic Plan process, may be included in Library expansion efforts.

**Collaboration Opportunities:** Future collaboration will be needed between the Planning Commission and the DDA to develop enhanced architectural standards and approval processes for development in the Lower Village area. This will likely require amendments to the Zoning Ordinance and master plan. Further, the DDA Will collaborate with the Parks Committee to implement a plan for the “central gathering place” – once details are further determined. Collaborations between the DDA and all Township entities will be requested in the development of the Lower Village Subarea Plan.

## TRANSPORTATION COMMITTEE

**Updates:** Representatives for the Transportation Committee, Economic Development Director, Sandra Korhorn, and McKenna provided an update on recent activities.

- At the previous Transportation Committee meeting, McKenna gave updates to the Committee on findings in their research pertaining to other non-millage communities in Kent County, and what their service with the Rapid looks like, and how much they pay for it. Key highlights from this research include:
  - Plainfield gets service to the Meijer at no cost to the Township.
  - Byron Township has recently ended their contract with the Rapid. There is no longer service provided in the Township. Prior to the contract termination, the Township was paying approximately \$36,000 out of the general fund for Route 10 service.
  - Gaines Township pays approximately \$55,000 from their general fund for service. This route is noticeably shorter than Route 29.
  - Alpine Township pays approximately \$98,000 from their general fund for service. This only provides service to Walmart, Menard’s, and an apartment complex.
  - In the non-millage communities, it appears that only specific destination are served, such as anchor grocery stores. Popular regional destinations, such as the Farmers Insurance campus, LMCU Ballpark, and Davenport are not served.
- McKenna is in the process of developing a public outreach campaign to gain feedback on Cascade’s service from the community, actual riders, and business owners.

**Collaboration Opportunities:** The Transportation Committee is an offshoot of the DDA. As such, close communication with the DDA will be imperative to the Transportation Committee’s activities. The Transportation Committee will present research, outreach findings, and recommendations to all Township Boards and organizations once complete.

## TOWNSHIP STAFF

**Updates:** Township Manager, Ben Swayze, provided an update on recent Township Staff activities (as they pertain to the Strategic Plan).

- Township staff’s larger projects recently include:
  - Implementing the Parks Director position
  - Spreading the word to Township residents about the GVMC’s airport access planning
  - Cascade Road bridge pathway improvements
  - Implementation logistics for the Library expansion plan Phase I



- Research on improvements to the Wisner Center's AV sound system
- Refreshing and reenergizing the Architectural Design Review Committee

## **TOWNSHIP BOARD**

**Updates:** Township Board Trustee, John Shipley, as well as Township Supervisor, Grace Lesperance, and Township Manager, Ben Swayze provided updates on recent Township Board activities.

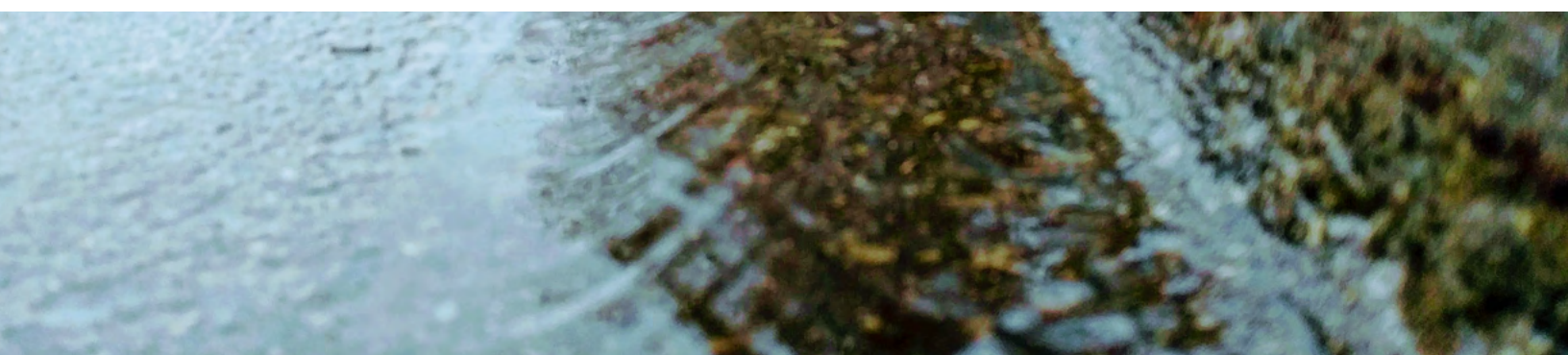
- The Grand Valley Metro Council (GVMC) is currently working on an airport study. The Township Board will make it their priority in 2023 to ensure that all residents are aware of this study so they can have the opportunity to provide feedback to the GVMC.
- The GVMC is hosting an open house to gain feedback from the community on February 16<sup>th</sup> from 4-6pm. At the open house, options for a new access points to the airport will be presented.
- The Township Board will be working in collaboration with the DDA, Parks & Pathways Committees, and other applicable Township entities on the pedestrian bridge over Thornapple River, including potential options for pedestrian access on both sides of the bridge. The engineering for this project will be initiated in January 2023.
- A new pathway, located on Cascade Road, between Kenrob Drive and 36<sup>th</sup> Street will also be implemented in 2023.
- The Township Board will also continue to work with the Library on their expansion project. Details on the proposed plans and other elements will be discussed in March at the Board meeting.

**Collaboration Opportunities:** Each Township Board and Organization will report to the Township Board and the Board will be kept up to date on all projects.



# Value of Partnerships

in Reducing MS4 Compliance Cost



A project by American Rivers in cooperation with the Lower Grand River Organization of Watersheds and the City of Grand Rapids Environmental Services Department (ESD)

August 2022

Shanyn Viars

Cara Decker



# CONTENTS

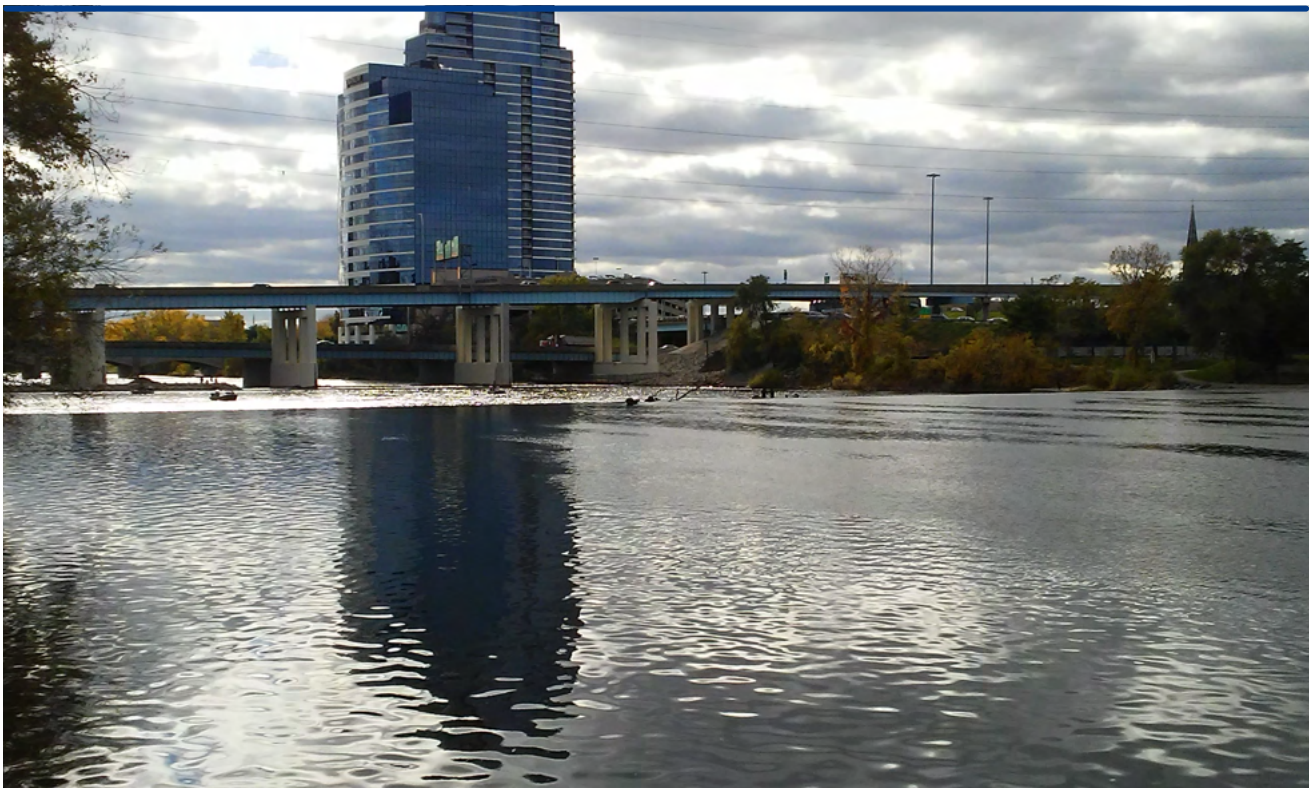
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## Summary

Across the nation, municipal stormwater managers face financial burdens as they work to manage stormwater flows that jeopardize the health and safety of communities and the availability of clean water. Decreased federal funding for stormwater management in recent decades has resulted in local communities shouldering most of the rising costs to protect the nation's water resources. The increasing fiscal gap, coupled with an urgency to reduce the likelihood of devastating flood events, has spurred creative partnerships in stormwater management to adopt green stormwater infrastructure.

Green stormwater infrastructure incorporates a variety of pathways that improve water quality and foster climate-resilient cities for current and future generations. Green stormwater infrastructure utilizes soils and vegetation to mimic natural processes that reduce stormwater runoff, enhance overall environmental quality and provide utility services. Among these pathways are important efforts to engage new partners and forge collaborative approaches for long-term watershed planning. This report examines the **opportunities the private sector and non-traditional partners** can provide to **improve efficiency** for municipal stormwater managers in meeting regulatory obligations, **fostering watershed collaboration**, and **engaging public participation** in reducing stormwater runoff.



## Introduction

Increasingly, communities across the Great Lakes are adapting their cityscapes to effectively mitigate the impacts of climate change. Current and projected changes to climate conditions are predicted to cause intensified flooding, degradation to water bodies, loss of biodiversity, and risks to human health. An increase in the frequency of severe rain events will exacerbate stormwater-related challenges in many cities already challenged by outdated infrastructure, pressure on existing capacity, and decreased fiscal budgets. The costs associated with managing stormwater runoff can place significant burdens on municipal budgets. The recent American Society of Civil Engineers Stormwater Infrastructure Report Card estimated the **3.5 million miles of storm sewers** across U.S. cities are inadequate given urbanization and rainfall trends.<sup>1</sup> The report card estimated it would cost Michigan \$400-\$500 million per year to replace aging water infrastructure across the state.

Surrounded by freshwater resources, cities in the Great Lakes region are pioneering sustainable solutions and collaborating across agencies and communities to reduce the costs of stormwater management. In particular, several municipalities along the Grand River in Michigan have leveraged limited fiscal budgets by partnering with a local organization that provides technical support for staff, community outreach and education, and watershed-scale resiliency planning.

**Cost-saving efficiencies in stormwater management can be achieved through collaboration** with local organizations and experts to overcome municipal capacity constraints. Local partners can offer several services to complement municipal stormwater programs and contribute to improvements in water quality, including technical support, public outreach, and policy or program development. With capacity support, stormwater managers are able to **redistribute limited personnel and fiscal resources** to address other watershed priorities, **coordinate across jurisdictional boundaries**, and **cultivate public engagement** in water stewardship.



1. Stormwater Infrastructure Report Cards American Society of Civil Engineers (ASCE), (2021)

## Regulating MS4s: Clean Water Act Requirements

Congress began enacting regulations to control harmful pollutants from entering waterways in 1948 and expanded regulations through the Clean Water Act (1972).<sup>2</sup> In 1987, Congress aimed to strengthen the Clean Water Act (1972) by adding regulations to reduce the discharge of pollutants and improve water quality in rivers and streams. Publicly owned pipes, gutters, catch basins, ponds, roadside ditches, and other “conveyance or conveyance of systems” designed to channel stormwater are referred to as Municipal Separate Storm Sewer Systems (MS4s). Municipalities and other agencies that own and operate MS4s are required to obtain coverage under a permit for discharging stormwater into lakes, streams and rivers. These permits are part of the National Pollutant Discharge Elimination System (NPDES), a program administered by most states, including those surrounding the Great Lakes.

The 1987 amendments to the Clean Water Act established regulatory differences for MS4s based on population size in the serviced area; Phase I permits are required for “incorporated places” of at least 100,000 people, while MS4 areas with smaller populations, like small cities, towns or institutions, are regulated under Phase II permits.<sup>3</sup> Phase I communities are typically covered under an individual permit tailored to a specific jurisdiction, whereas a general permit covers similar Phase II communities within the state. The specific conditions for both categories of MS4 permits require implementing Best Management Practices (BMPs) to reduce the discharge of pollutants to protect water quality.<sup>4</sup> MS4 operators are obligated to develop a Stormwater Management Plan (SWMP) detailing the approaches they will take to meet regulatory requirements.

A stormwater management program for all MS4s includes six minimum control measures (MCMs), listed in Table 1.

**Table 1: Six Minimum Control Measures**<sup>5</sup>

Table 1: Minimum Control Measure (MCM)	Minimum Requirement
<b>1. Public Education and Outreach</b>	provide educational material about stormwater to various audiences
<b>2. Public Participation and Involvement</b>	provide an opportunity for the public to participate in the SWMP
<b>3. Illicit Discharge Detection and Elimination</b>	find and eliminate sources of non-stormwater from their storm sewer system
<b>4. Construction Site Runoff Control</b>	develop, implement, and enforce erosion and sediment control plan from construction activities
<b>5. Post Construction Site Runoff Control</b>	require new and redevelopment projects to retain stormwater runoff onsite
<b>6. Pollution Prevention/Good Housekeeping</b>	maintenance practices in municipal operations including street sweeping, and catch basin cleaning

2. EPA Summary of the Clean Water Act (33 U.S.C. §1251 et seq. (1972))

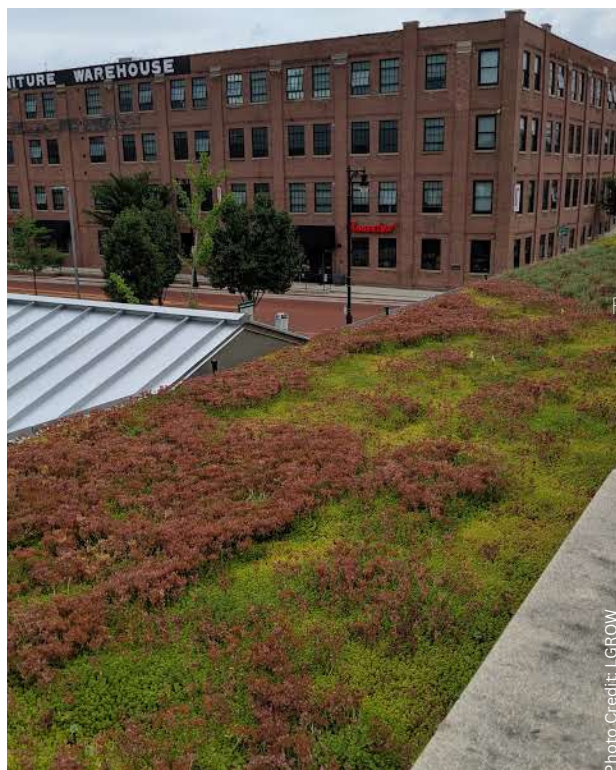
3. EPA NPDES Stormwater Program

4. MS4 Stormwater Permitting Guide, The National Association of Clean Water Agencies, (2018)

5. EPA Fact Sheet 2.0, An overview of the Small MS4 Stormwater Program

### **Gaps in Funding for MS4 Compliance**

Despite efforts across the country at least, 166,000 miles of rivers and streams were impaired from 2010-2018, signaling gaps in achieving water quality improvements.<sup>6</sup> The threat of climate change prompted improvements in local MS4 regulations and sparked innovation in management strategies to reduce stormwater impacts by implementing green infrastructure practices that improve water quality and provide other community and ecological benefits. Re-designing urban landscapes to incorporate climate-resilient infrastructure necessitates fiscal resources to invest in sustainable solutions. Sustainable BMPs recommended for MS4 communities to reduce pollutants in waterways also serve as drivers toward fostering greener, healthier communities and protecting communities from flooding.



Yet, over recent decades, federal capital spending on water infrastructure has dramatically declined, leaving states and local governments to bear most fiscal responsibility associated with MS4 activities. In many municipalities, stormwater management is often underfunded in annual budgets and left with inadequate resources to protect critical waterways and communities.

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### **Municipal Cost of MS4 Compliance**

Addressing the urgent threat of climate change, improving water quality, and avoiding costly flood damage will require a shift toward managing stormwater with sustainable approaches. Since its inception in the 1990s, the MS4 program has evolved in response to emerging urban water management challenges. Although necessary, these evolutions have increased compliance costs for municipal stormwater programs. For example, in 2018, stormwater experts in EPA Region 9 reported inadequate funding and capacity constraints hindered the ability of municipalities to implement and sustain stormwater programs.<sup>7</sup>

Metropolitan areas with high impervious coverage will face steeper increases in costs, often without a corresponding increase in local budgets to address stormwater and other urban resiliency goals. The Water Environment Federation (WEF) surveyed 147 MS4s in 2018 that identified aging infrastructure, funding, or availability of capital, and increasing and expanding regulations as the top three stormwater program challenges.<sup>8</sup>

The cost to manage stormwater and meet updated stormwater requirements is significantly higher than reported in previous years. Nationwide, municipalities are estimated to collectively spend up to \$24 billion for stormwater infrastructure annually, a 10% increase from 2018.<sup>9</sup>

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6. Stormwater Infrastructure Report Cards American Society of Civil Engineers (ASCE), (2021)

7. Evolution of Stormwater Permitting and Program Implementation Approaches, Workshop Report and Recommendations for Program Improvement EPA Region 9 (2018)

8. National Municipal Storm Sewer System (MS4) Needs Assessment Survey Results, Water Environment Federation (WEF) Stormwater Institute, (2021)

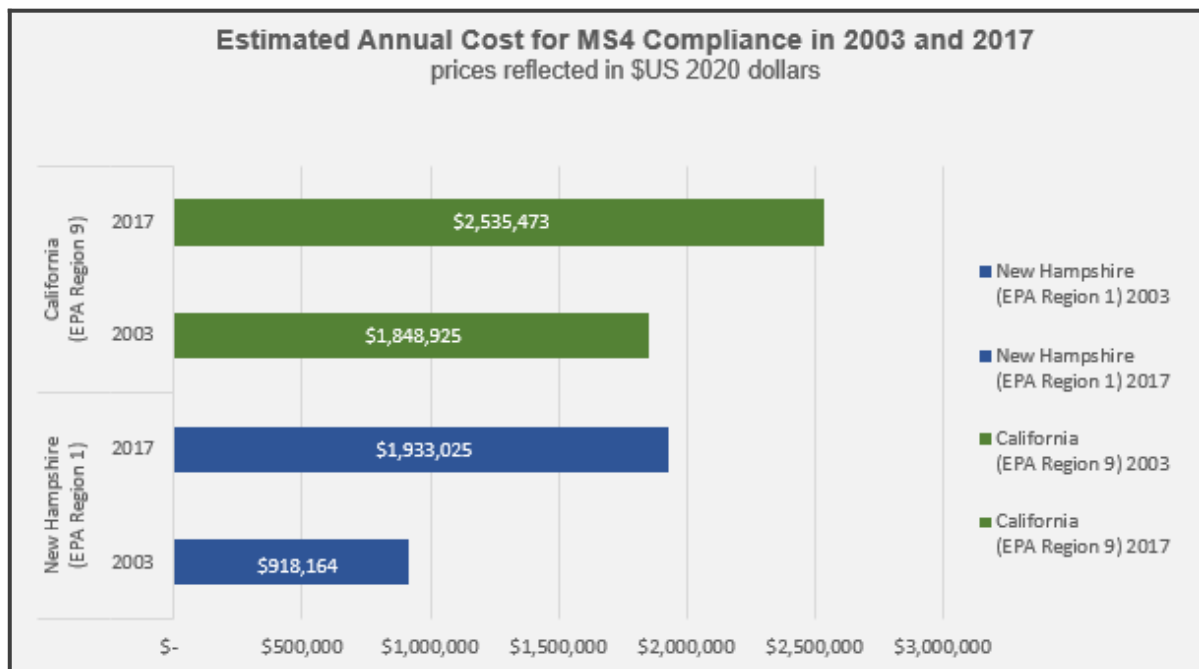
9. National Municipal Storm Sewer System (MS4) Needs Assessment Survey Results, Water Environment Federation (WEF) Stormwater Institute, (2021)

The graph (Figure 1) illustrates the regional cost difference for municipalities to meet compliance and the increase in expenditures associated with updated permit requirements. Municipal expenditures associated with meeting MS4 permit requirements more than doubled in the last 15 years. The cost of effectively managing stormwater in urban areas will continue to rise as cities grow and weather patterns become more unpredictable in the wake of climate change.<sup>10</sup>

Cost differences among municipalities will vary depending on the type of MS4 permit required and the management strategies in local SWMPs. Additional factors can also be attributed to cost variations including the size of land area, amount of impervious coverage, frequency of maintenance activities, condition and age of existing infrastructure, climate patterns, staff capacity, and budget limitations.

Fifty-eight percent of MS4 permittees surveyed across the U.S. and Puerto Rico reported an annual gap in stormwater funding that exceeds \$8 billion.<sup>11</sup> With limited fiscal support, some local municipalities enact stormwater utility fees to collect revenue to support regulatory obligations, develop programs that advance green infrastructure implementations, and fund proactive solutions for long-term watershed management. Currently, legal constraints limit the ability of Michigan municipalities to adopt stormwater fees.

**Figure 1: Comparison of Estimated Annual Cost for MS4 Compliance in California (EPA Region 9) and New Hampshire (EPA Region 1).<sup>12</sup>**



\*The estimated annual cost reflects annual expenditures reported by MS4s in California (EPA Region 9), and annual expenditures reported by MS4s in New Hampshire, (EPA Region 1).

10. In 2020, the Environmental Finance Center (EFC) in EPA Region 9 and the Office of Water Programs at Sacramento State created a [free toolkit](#) to assist California municipalities in asset management and planning for stormwater management programs. The toolkit contains guidance for stormwater practitioners on identifying and estimating costs related to managing stormwater for fiscal budgeting. A report in the toolkit surveyed 146 MS4s in California and found cities spent an average of \$3.1 million in total expenditures for stormwater management.

11. 2020 National Municipal Separate Storm System (MS4) Needs Assessment Survey, WEF Stormwater Institute, Water Environment Federation, (2021)

12. Estimates reflect inflation-adjusted prices in 2020 USD. Inflation rate determined by the CPI Index for Urban Consumers, U.S. Bureau Labor of Statistics. Estimates obtained from New Hampshire, (EPA Region 1) Phase II MS4s and California, (EPA Region 9) Phase I & Phase II MS4s in the following report: [https://www.owp.csus.edu/research/papers/papers/NPDES\\_Stormwater\\_costsurvey.pdf](https://www.owp.csus.edu/research/papers/papers/NPDES_Stormwater_costsurvey.pdf), <https://www3.epa.gov/region1/npdes/stormwater/nh-nh-stormwater-program-cost-evaluation.pdf>, <https://www.efc.csus.edu/stormwater-funding-and-financing/>



A survey of municipalities in 2021, reported in the *Journal of Environmental Policy and Planning*, found less than 30% of municipalities receive revenue from stormwater utility fees.<sup>13</sup>

The same year, 80% of stormwater managers and utilities surveyed in North Carolina reported lacking sufficient revenue from stormwater fees to meet existing needs and plan for future capital projects.<sup>14</sup> Stormwater requirements improve the water quality in rivers and drinking water sources, and reduce flood risks and threats to ecological habitats but local communities with insufficient financial resources risk neglecting improvements that could jeopardize human and environmental health. Locally, a lack of adequate financial resources dedicated to meeting MS4 requirements could lead to impaired waterbodies and sources of drinking water, increased flood risk, deteriorating ecological habitats, and jeopardizing human health. Municipalities with access to financial resources may be eligible for low-cost loans, debt financing, and other capital investment approaches to fund stormwater infrastructure improvements.

For many small and mid-sized cities, a lack of a dedicated source for repayment or the inability to extend current debt obligations prevents large-scale investments that are needed to address the significant decline in existing infrastructure.

In the face of these trends, innovative strategies and partnerships between municipal agencies and the private and non-profit sectors can support compliance-related activities to reduce budgetary pressures and achieve broader climate resiliency goals for communities. Cities in the Great Lakes region are innovating market-based approaches to reduce compliance costs and developing collaborative programs to implement green infrastructure solutions and meet regulatory requirements. Watershed approaches that encourage regional coordination and comprehensive education campaigns are recommended actions by the American Society of Engineers to improve our nation's stormwater infrastructure.<sup>15</sup>

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## ***Grand Rapids, Michigan: A Case Study in Reducing Municipal Stormwater Program Costs***

Located 35 miles from the shores of Lake Michigan (and within EPA Region 5), and sprawling across 46 square miles of land, the City of Grand Rapids, Michigan is home to nearly 200,000 people.<sup>16</sup> In the heart of downtown, the Grand River is channelized through the city before eventually flowing into Lake Michigan. Known for its local breweries and "green" initiatives, the Grand Rapids community is transforming its relationship with the Grand River. The City of Grand Rapids has made exceptional progress at improving water quality in the river and advancing green stormwater infrastructure solutions through creative strategies that result from watershed collaboration.

In the Lower Grand River watershed, coordination across municipal boundaries and agencies improves the program's effectiveness, and non-traditional partners provide additional capacity to sustain planning initiatives. A project of the regional planning authority, Grand Valley Metro Council, the Lower Grand River Organization of Watersheds (**LGROW**) strengthens the abilities of 23 municipalities in the region to develop and implement long-term stormwater management plans.

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13. Cousins J.J. and D.T. Hill. "Green infrastructure, stormwater, and the financialization of municipal environmental governance." *Journal of Environmental Policy and Planning* 2021

14. Results of the 2021 North Carolina Local Government Stormwater Management Survey, Environmental Finance Center-UNC, 2021

15. Stormwater Infrastructure Report Cards American Society of Civil Engineers (ASCE), (2021)

16. Grand Rapids, Michigan, Quick Facts, US Census Bureau, V2019



LGROW provides the structure for communities to develop cross-cutting strategies that integrate plans, prioritize actions, and increase public stewardship to advance the clean water goals in the region. In cooperation with state agencies, LGROW also assists members with developing and implementing the following required MS4 obligations:

- Stormwater Management Plan (SWMP)
- Public Education Plan (PEP)
- Illicit Discharge Elimination Plan (IDEP)
- Total Maximum Daily Load (TMDL) Implementation Plan
- Good Housekeeping and Pollution
- Prevention Best Management Practices
- Keeping an updated Stormwater Infrastructure Inventory
- Assistance for reporting, audits, monitoring, and enforcement

Through a shared commitment to climate resiliency strategies, member communities engage collaboratively in self-selected committees for peer-to-peer learning and developing initiatives to further water quality improvements.

The table in [Appendix A](#) details the compliance standards LGROW provides to communities in the watershed. A further examination of associated activities and staff capacity dedicated to achieving the compliance measures illustrates the economic benefits of partnering with community organizations. The Stormwater Management Plan (SWMP), obligated in the MS4 includes required activities and recommended actions for meeting the compliance measures. The level of activity and/or amount of time to perform activities associated with each MCM will vary by community. For example, MS4s with more outfalls and discharge points to freshwater resources will have to spend more time completing required dry weather screening than those communities with fewer outfalls.

## Cost Comparison for Stormwater Management Programs

The toolkit developed by the Environmental Finance Center (EFC) at Sacramento State demonstrates methods for MS4s to estimate expenditures related to compliance utilizing stormwater management expenditures from the City of Grand Rapids. In 2018, EFC estimated stormwater management in Grand Rapids to cost \$1.05 million annually.<sup>17</sup> The actual stormwater management expenditures in 2018 reported by the City of Grand Rapids exceeded \$2 million.<sup>18</sup> The EFC's lower estimations for expenditures could be attributed to the budget implications of vacancies in stormwater staff positions in previous years. Although the actual cost for Grand Rapids stormwater management was significantly higher than the EFC estimate, the cost categorization outlined in the EFC tool could be useful to assess actual expenditures for meeting MCMs and identifying areas to improve efficiency.

This analysis applies the cost categorization identified in the EFC toolkit to explore the stormwater management fiscal savings and capacity support created through non-traditional partnerships. Evaluating total expenditures for stormwater management and the path for meeting compliance varies by municipality, climate, and activities performed. In addition, some activities conducted to meet requirements may overlap multiple MCMs, increasing the difficulty in estimating the cost for meeting for each compliance measure. Due to the variation in cost to meet MS4 compliance, the following proportional cost estimations for implementing MCMs should only be used as guidance in comparing to actual stormwater management expenditures and adopting efficiency gains.

In 2018, the EPA provided a cost breakdown to illustrate the proportion of total program funding dedicated for meeting compliance obligations for Phase II MS4s in New Hampshire (EPA Region 1).

**Table 2: Cost Breakdown for MS4 Compliance in New Hampshire (EPA Region 1)**<sup>19</sup>

Table 2: Cost Breakdown for MS4 Compliance in New Hampshire (EPA Region 1) 2018	
% Of Total Program Funding	Compliance Obligation
50%	Systems Operations & Maintenance (street sweeping, catch basin cleaning, etc.)
30%	Track and remove illicit connections to the storm sewer
20%	Planning, public education, and administrative requirements

The EPA estimated Phase II MS4s in New Hampshire will spend a generous portion (20%) of total program funding to implement public education and participation requirements. In 2019, the Sacramento State EFC estimated stormwater program expenditures by compliance measure (MCM) for MS4s in California (EPA Region 9). The EFC reported municipalities in California, on average dedicate 12% of total expenditures on activities related to implementing MCMs in public education and participation. Comparing the program expenditures identified by MS4s in New Hampshire and California to annual expenditures in stormwater management program for the City of Grand Rapids can help to identify cost savings in stormwater management that could be realized through partnering with non-traditional organizations.

17. A Toolkit for Stormwater Asset Management and Funding, Environmental Finance Center at Sacramento State, (2019); <https://www.efc.csus.edu/stormwater-funding-and-financing/>

18. FY2020 Annual Report Stormwater Oversight Commission, City of Grand Rapids Environmental Services Department

19. Stormwater in New Hampshire, US EPA Municipal Separate Storm Sewer System (MS4) Permit, Spring 2018

In accordance with the requirement of its Phase I stormwater permit, the City of Grand Rapids is obligated to develop and implement a Stormwater Management Plan (SWMP) that is guided by the six MCMs. The cost of meeting compliance obligations includes staff time in implementing the SWMP, maintenance of existing stormwater systems, developing control measures for Best Management Practices (BMPs), reducing polluted runoff from roadways, permitting industrial facilities and construction activities, water quality monitoring, and public education and outreach. Maintenance and repairs to the existing stormwater infrastructure in Grand Rapids MS4 is performed by city staff with city-owned vehicles and equipment.

The cost comparison in Table 3 demonstrates the proportion of expenditures dedicated for each MCM category and highlights the variation in activities performed across regions to meet MS4 compliance.

Minimum controls for MS4s in New Hampshire (Phase II) do not include costs for water quality monitoring or industrial and commercial management, although water quality monitoring for impaired waters is a required measure for Phase II MS4 communities. Following EFC's toolkit, proportional expenses for Public Education and Outreach (MCM #1) and Public Participation and Involvement (MCM #2) are combined in one category in Table 3. The range of the expenditures for each MCM by region suggests diversity in climate and regional priorities steer planning objectives and how requirements will be met. The cost of stormwater management programs can be attributed to differences in approach to compliance, size of population and watershed area, amount of impervious area, land-use activities, climate patterns and the local emphasis on long-term watershed planning.

MS4s in urban areas with higher rainfall averages are likely to spend more on stormwater management programs to maintain existing infrastructure and will require additional funding to implement sustainable infrastructure for a climate-resilient future. In regions with higher rainfall averages, a larger portion of expenditures is required for pollution preventive measures (MCM #5) and water quality monitoring compared to a region that receives less precipitation. Cities in the Midwest and New England states receive an annual average rainfall of 37" and 43" (respectively), whereas municipalities in California typically experience wet season/dry season precipitation patterns as well as recent droughts and departure from historic annual rainfall averages.<sup>20</sup> A future of more heavy rainfall and severe storms in Midwest and New England cities will require frequent maintenance and extensive housekeeping efforts to maintain the function of stormwater management assets and reduce polluted discharges.

Another notable comparison indicates a significant variation in expenditures for MCM #1 that is less likely to be determined by differences in climate or regulatory obligations. In Grand Rapids, the portion of total spending on activities related to Public Education, Outreach, Involvement, and Participation (MCM #1 & MCM #2) and Illicit Discharge Detection and Elimination (MCM #3) is significantly lower than compared to the other regions despite differing climates and type of permit program. The cost savings to perform these activities are directly correlated to the support LGROW provides the City's in administering the SWMP. The analysis estimated expenditure for implementing the SWMP in Grand Rapids is less than \$12.00/ per person, whereas municipalities in California reportedly spend up to \$54.00/ per person.<sup>21</sup>

20. Average annual rainfall amounts retrieved from [US Climate Data, 2021](#)

21. Based on the population in Grand Rapids reported in the 2020 U.S. Census. California (EPA Region 9) estimates retrieved from [Estimating Benefits and Costs of Stormwater Management, Part II: Evaluating Municipal Spending in California, EFC \(2020\)](#)

**Table 3: Comparison of Proportional Expenditures Dedicated to MS4 Compliance Measures**

MCM	Activities	Grand Rapids MS4* (EPA Region 5)	California MS4s * (EPA Region 9)	New Hampshire MS4s* (EPA Region 1)
1 & 2	Public Education, Outreach, Involvement, and Participation	1%	12%	3%
3	Illicit Discharge Detection and Elimination	3%	9%	22%
4	Construction Site Stormwater Runoff Control	3%	10%	1%
5	Post Construction Stormwater Management for New/Re-Development	1%	5%	2%
6	Pollution Prevention/Good Housekeeping for Municipal Operations	56%	30%	69%
	Water Quality Monitoring	15%	7%	
	Industrial and Commercial Management***	4%	5%	
	Overall Stormwater Program Management	3%	11%	1%
	Long-Term Planning (e.g., Trash Amendment, TMDL Compliance, Watershed Management Coordination)	14%	11%	2%
<b>Total Program Expenditures</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>
<p>* Grand Rapids and California MS4s include reported costs for Phase 1 MS4 permits. Estimates for both regions were calculated from data reported by EFC at Sacramento State Stormwater Funding and Financing (2020) <a href="https://www.efc.csus.edu/stormwater-funding-and-financing/">https://www.efc.csus.edu/stormwater-funding-and-financing/</a></p> <p>**New Hampshire MS4s reflects estimated municipal expenditures for small Phase II MS4 permits complying with the Six Minimum Control Measures only. Estimates were calculated from data retrieved from EPA Region 1 Program Cost Evaluation Information <a href="https://www.epa.gov/npdes-permits/stormwater-tools-new-england">https://www.epa.gov/npdes-permits/stormwater-tools-new-england</a></p> <p>***Industrial and Commercial Management is a requirement for Phase I MS4 communities.</p>				



Photo Credits: I-GROW

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## ***A Closer Look: The Value of Collaborative Partnerships for Grand River MS4s***

The City of Grand Rapids and adjacent municipalities turned to non-traditional partners to assist in developing their SWMPs and in complying with MS4 permit standards. Cities in Michigan also face legal constraints on their ability to implement stormwater utility fees, restricting their ability to raise the funding needed to implement broad-scale resiliency measures. A regional collaboration between the area's MS4 permittees and LGROW created the opportunity to develop watershed-based planning to meet regulatory obligations and encourage regional cooperation to achieve broader climate resiliency initiatives. Subcontracted by municipalities in the watershed, LGROW provides a structured opportunity for stormwater professionals to plan collaboratively, explore new sustainable initiatives and receive ongoing training. LGROW plays a key role in connecting MS4 communities, sub-watershed groups, community organizations, and local stakeholders to address stormwater challenges collaboratively.

Increased coordination between agencies and local organizations cultivated initiatives to pursue resilient solutions through watershed-scale planning and program initiatives. As a watershed partner, LGROW is uniquely qualified to provide administrative and technical support to municipalities in implementing the MCMs as part of regulatory obligations.

LGROW prioritizes and implements watershed-scale initiatives, supports basin-wide efforts, and provides oversight for communities with MS4 permits. Since its inception, member municipalities credit LGROW's support as providing significant cost savings in meeting regulatory compliance measures. As one example, the City of Walker (MI) reported saving approximately \$86,000 after the first year of contracted support from LGROW.<sup>22</sup>

Small but effective, LGROW consists of 4-5 full-time staff that provide a wide range of assistance to 23 municipalities, including the following required activities:

- Implementing new post-construction stormwater control requirements and coordinating Post-Construction Control efforts in the region
- Developing the Stormwater Standards Manual and Design Spreadsheet
- Revising and Finalizing Permit Applications
- Deploying the LGROW Data Repository for water quality sample collections
- Creating the LGROW's Natural Connections Map for visualizing green infrastructure practices in the watershed
- Providing training materials and videos for permittees
- Assisting in meeting new TMDL requirements and compliance

Staff and partners from member communities voluntarily participate in LGROW committees to provide relevant expertise and resources in stormwater management. Each committee plays a role in contributing toward the development of watershed-based planning and meeting individual MS4 compliance. The committees meet about six times a year to discuss topics related to technical resources, public engagement, sustainability, sub-watersheds, and stormwater ordinances. The collaboration increases knowledge and resource sharing and reduces redundancy to distribute water quality benefits across the watershed.

In 2020, LGROW dedicated more than 3,500 hours assisting MS4s with required activities in their SWMPs. Member municipalities compensate LGROW through annual fees for services that largely support advancing watershed stewardship through public education, participation, and outreach as well as assistance in meeting additional compliance measures.

Member communities also benefit from LGROW's wide reach of community and environmental partners that collaborate to implement green stormwater infrastructure projects, riverbank restorations, daylighting, invasive species removal, and more. Project implementations and community-led initiatives are funded through grants and local foundation support, alleviating fiscal burdens on municipalities while contributing to overall water quality improvements in the watershed. The coordination between MS4s delivers synchronized messaging to encourage community-wide stewardship and reduces the cost and capacity for each individual permittee to achieve compliance.

In addition to supporting MS4 communities, LGROW provides hands-on learning experiences for students, scientific research, and community support in green infrastructure project planning and implementation. In fact, less than one-third of LGROW's total organizational expenditures are committed to directly supporting member communities in meeting MS4 requirements while additional programs and activities advance broader watershed climate-resiliency goals.

Watershed organizations like LGROW exist in many regions of the country and can provide support through a variety of mechanisms to assist MS4s in achieving regulatory goals, advancing stormwater education and advocacy in the community, and fostering climate-resilient cities. The collaboration between municipalities and LGROW establish a joint commitment to ongoing education and training, data sharing, standardized procedures and policy that improve program effectiveness and reduce overall stormwater management costs for each MS4 community.

The following sections examine the MCM categories where LGROW's supported activities contributed to proportional cost savings in the Grand Rapids MS4 program illustrated in Table 3. Interestingly, more than one-third of MS4s nationwide reported an urgent need for more resources to meet compliance in public education, outreach and participation (MCM #1 & MCM #2), illicit discharge detection, and elimination (MCM #4), and post-construction site runoff control (MCM #5).<sup>23</sup>

23. 2020 National Municipal Separate Storm System (MS4) Needs Assessment Survey, WEF Stormwater Institute, Water Environment Federation, (2021))

## Public Education, Outreach, and Participation

Engaging the public as active participants in managing stormwater runoff is necessary to foster community support and gain greater compliance. The EPA acknowledges “an informed and knowledgeable community is crucial in the success of a stormwater management program”.<sup>24</sup> However even though public participation is listed first among the compliance measures, these are often the last measures considered in stormwater management. The requirement is satisfied with the implementation of a public education program to distribute educational materials, conduct outreach activities, and develop a plan for appropriate BMP approaches. The activities include forming partnerships, providing educational materials that reach diverse audiences, and developing measurable goals to achieve environmentally positive behavior changes.

Activities related to public education and participation activities will vary by region, population size, and climate patterns. Compliance with public education measures for Phase II MS4s in New Hampshire (EPA Region 1) requires delivery of two separate messages to four separate audiences to the community on relevant watershed topics. The EPA provides a page of resources to assist MS4 in messaging although no guidance on the messaging format or delivery methods are provided. In addition, MS4s in New Hampshire must implement public involvement programming that is estimated to require up to 740 staff hours or an average cost of \$60,000 per MS4 community.<sup>25</sup>

Municipalities in California develop a community-specific public education and outreach program with reportable outcomes and training for municipal staff. Stormwater staff are estimated to spend approximately \$300,000 annually for activities related to implementing public education, outreach, and participation.<sup>26</sup> As a Phase I MS4, Grand Rapids is required to implement similar measures as MS4s in California but spend less than \$24,000 annually to meet its regulatory obligations for MCM #1.

Illustrated in Figure 2, approximately one percent of total expenditures by the City of Grand Rapids for stormwater management is spent on meeting public education, outreach, and participation measures. With the ability to reach diverse audiences on a range of stormwater topics, LGROW develops and implements the public education plan (PEP) and provides quality watershed education materials and programming. Member MS4s receive access to public education content to eleven public education categories and achievable implementation strategies. LGROW creates social media posts, printed and electronic materials, newsletters, signage, and staff host public events and activities that help MS4 member communities meet the educational requirements.<sup>27</sup>



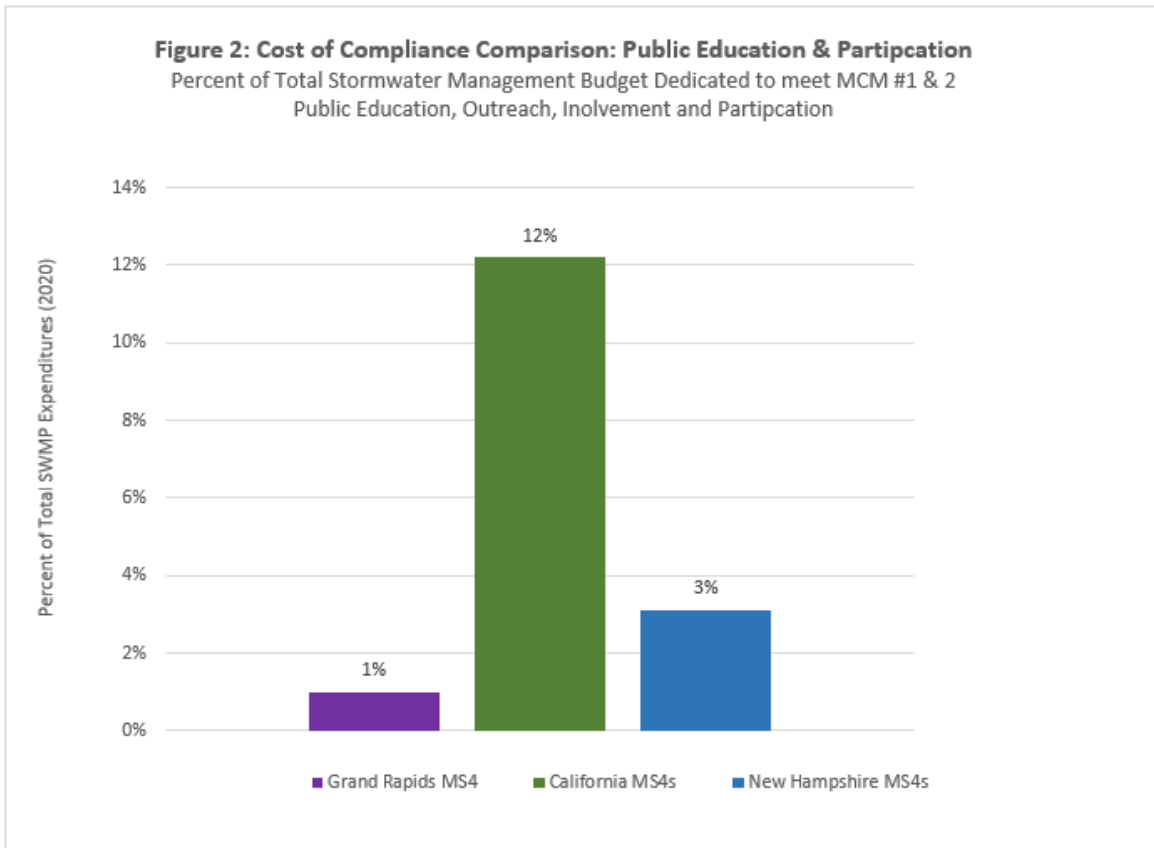
24. Public Education and Outreach Minimum Control Measure, Stormwater Phase II Final Rule, EPA, (2005)

25. Estimates reflect inflation-adjusted prices in 2020 USD. Stormwater in New Hampshire, US EPA Municipal Separate Storm Sewer System (MS4) Permit, Spring 2018

26. Estimating Benefits and Costs of Stormwater Management Part II: Evaluating Municipal Spending in California. EFC at Sacramento State, May 2020

27. City of Grand Rapids MS4 Progress Report, 2019-2020 prepared by Grand Valley Metro Council/LGROW

**Figure 2: Comparing Cost of Compliance for Public Education and Participation**



Grand Rapids’ municipal expenses are reduced relative to other MS4s because they rely on the City’s partnership with LGROW for the bulk of the MS4 permit’s public participation provisions. On average, each member municipality receives 3.5 weeks of annual assistance from LGROW that allows stormwater staff to reduce time spent on meeting MCM #1 and re-allocate resource capacity toward completing other stormwater management activities. An added benefit of sharing public outreach materials is ensuring community members across the watershed are receiving the same messages across MS4 jurisdictions.

In fact, all of LGROW’s member communities utilize the same PEP and related materials for consistent messaging across the watershed and encourage action to address priority concerns. LGROW also creates scheduled content for municipal leaders to easily share messages on social media platforms and public meetings to foster public engagement. LGROW’s ability to provide quality watershed education materials and programming surpass what most municipalities can achieve given limited resources and capacity.

Throughout the year, LGROW provides watershed education opportunities to K-12 schools, hosts watershed education events for the community, and promotes community-based science and service programs. The creativity in messaging and methods of engagement LGROW provides to reach community support for improving water quality exceeds the limited capacity for many municipalities and reaches a broader audience.

For example, one LGROW public outreach campaign mailed postcards to 2,500 riparian landowners in the MS4 areas to encourage riparian buffers and provided a free package of purple coneflower seeds for planting. In addition, watershed-scale programs such as [Adopt-A-Drain](#) and [Rainscaping](#) foster watershed stewardship through individual actions driven by community members.

LGROW's regional approach allows member communities to share responsibilities, communicate to broader and diverse audiences, and deliver in-person resources through the watershed. For example, despite a COVID pandemic in 2020, LGROW's public education plan work included:

- [Planted 300 trees at 2 schools](#)
- [39 Watershed Activity Videos](#)
- [50 green infrastructure site assessments](#)
- [300 attendees in Virtual workshops](#)
- [Reached more than 1,100 students](#)

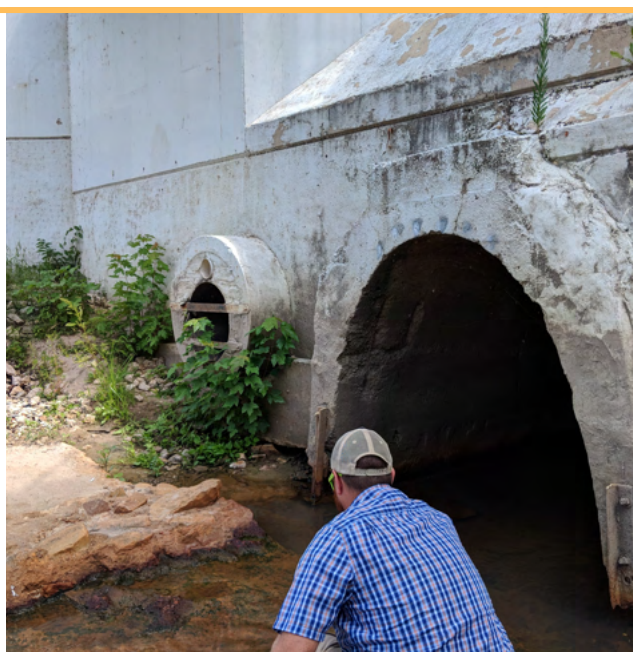
Additionally, 15 communities are participating in the [Adopt-A-Drain](#) program to encourage community members to keep storm drains clear of debris resulting in more than 1,191 adopted drains in the watershed.

## ***Illicit Discharge Detection and Elimination***

The MS4 permit program requires stormsewer operators to implement an Illicit Discharge Detection and Elimination Program (IDEP, MCM #3). Activities required under the IDEP include developing, implementing, and enforcing a program to detect illicit discharges and map existing stormwater systems. MS4s in EPA Region 1, EPA Region 9, and the Grand River watershed are obligated to implement the same requirements for MCM #3. Grand Rapids spends substantially less than MS4 operators in California and New Hampshire on meeting this requirement, as shown in Figure 3.

LGROW leverages grant funding opportunities to expand watershed activities that result in water quality and quantity improvements and implement long-term strategies for communities with limited resources. Approximately 30% of LGROW's organizational expenditures are dedicated to implementing the MS4 program, which would be a substantial burden on a municipal stormwater budget. Through the collaboration, the administrative burden of managing a SWMP is spread across all the watershed, reducing LGROW's cost to provide support to approximately \$11,000 per MS4 community.

A significant portion of LGROW's support is dedicated to public education. Assuming MS4s in California allocate the same portion of expenditures for administrating the SWMP, the administrative burden for implementing MCM #1 and MCM #2 could cost more than \$25,000 per community annually, without the support from partners. LGROW's program supports MS4s in meeting specific compliance measures but the collaborative effort helps permittees achieve gains in water quality improvements that would be costly to achieve individually.

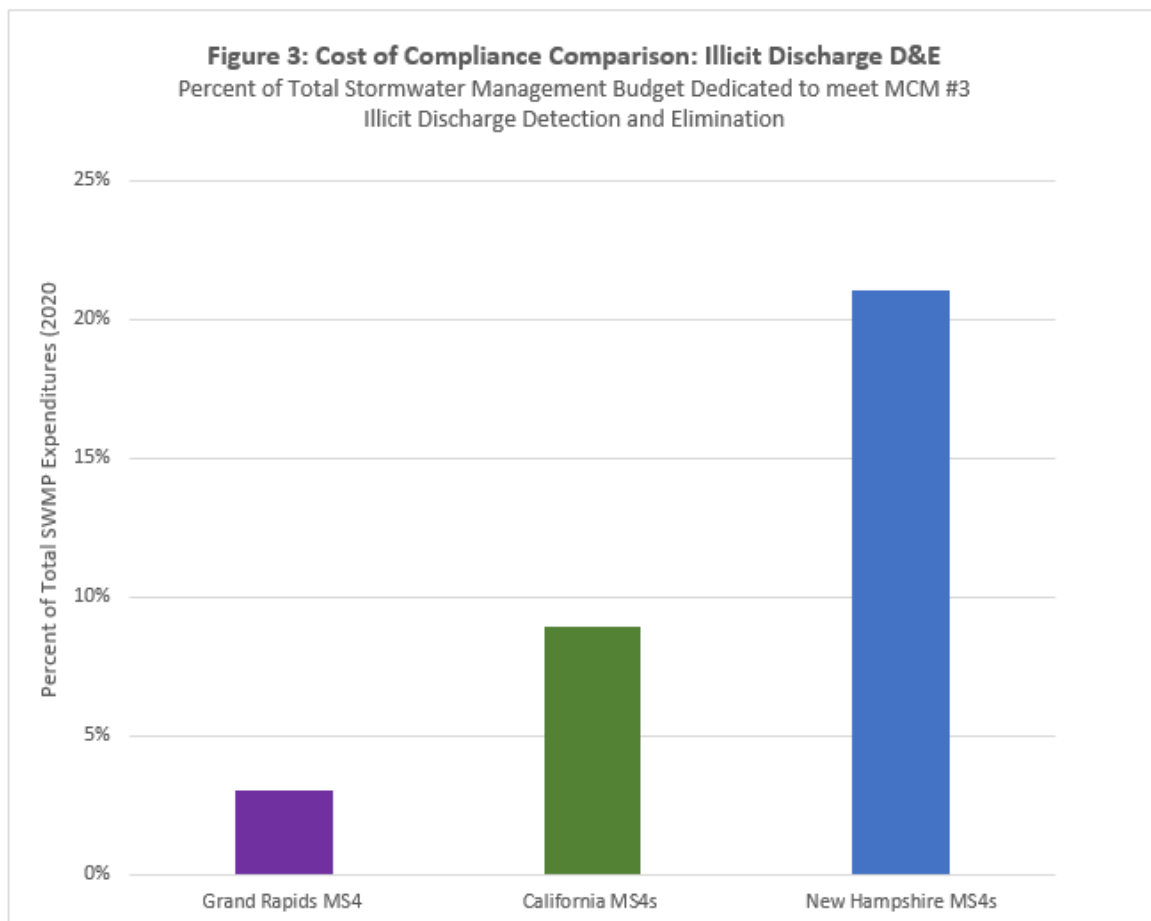


Compliance for MCM #3 includes inspecting reported potential illicit discharge and issuing enforcement actions. The EPA estimated stormwater staff in New Hampshire would dedicate more than 3500 staff hours and up to \$400,000 on average to meeting MCM #3.<sup>28</sup> Phase 1 permittees in California spend more than \$225,000 a year on expenses for developing and implementing the IDEP. Grand Rapids receives assistance from LGROW which reduces the capacity required on city staff and saves the city at least \$150,000 annually compared to MS4s in California.

LGROW’s dedicated staff reduces constraints on member communities in identifying sources of illicit discharge, reducing establishing an accessible method for reporting, and educating the broader community on the hazards of dumping fluids and other items into storm sewers. The regional collaboration establishes guidance for the watershed while alleviating capacity constraints for each MS4 while offering some adaptability to fiscal demands.

During years that dry-weather screening has to be performed, LGROW staff complete the work across the watershed with minimal assistance from MS4 managers. Meeting this compliance measure in New Hampshire is estimated to consume 22% of total spending and every year.<sup>29</sup> With LGROW’s support, Grand Rapids expenditures related to MCM #3 are only 3% of total program expenditures. In California’s drier climate, 9% of total stormwater management expenditures are needed to implement required measures for MCM #3.

**Figure 3: Comparing Cost of Compliance: Illicit Discharge Detection and Elimination**



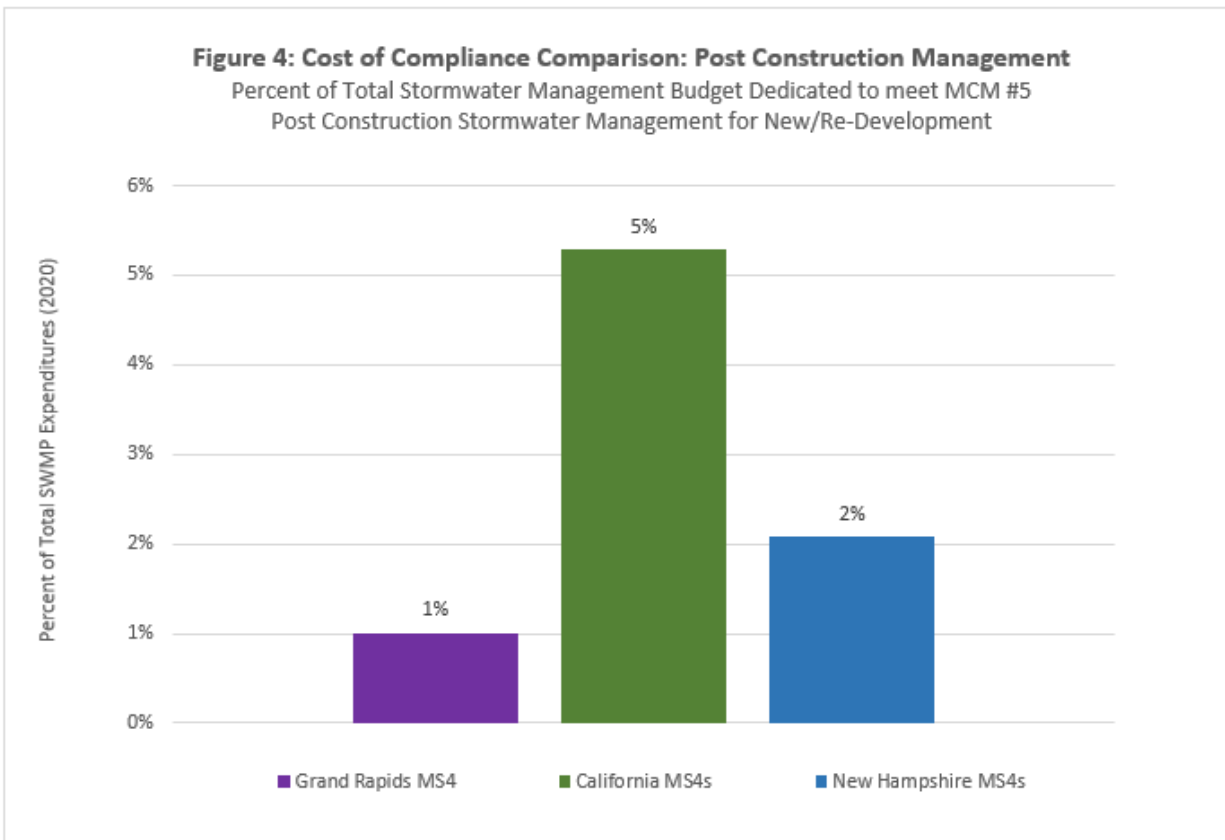
28. Stormwater in New Hampshire, EPA Fact Sheet, (2018)  
 29. Stormwater in New Hampshire, EPA Fact Sheet, (2018)

## Post Construction Stormwater Management for New/Re-Development

The conversion of undeveloped (or partially developed) urban properties through the real estate development process typically increases impervious cover. New and redevelopment projects that add impervious surfaces to the watershed increase the quantity of stormwater that flows into rivers and streams.<sup>30</sup> These projects also increase the type and quantity of pollutants carried in stormwater runoff. Developing, implementing, and enforcing a program that aims to reduce post-construction runoff is the “most cost-effective approach” to stormwater quality management, according to the EPA.<sup>31</sup> Yet, more than 40% of MS4s surveyed by WEF are requesting more information and technical resources to assist them with meeting MCM #5, Post-Construction Stormwater Controls.<sup>32</sup>

The estimated portion of total expenses dedicated to implementing MCM #5 is relatively small compared to the cost of meeting other compliance measures. However, on average, municipalities in New Hampshire and California are spending a larger portion of total expenditures on developing water quality treatment standards for new and redevelopment projects than Grand Rapids (Figure 4).

**Figure 4: Comparing Cost of Compliance: Post Construction Stormwater Management for New/Redevelopment**



30. Addressing America's Largest Growing Source of Water Pollution: Stormwater Runoff, McMahon, M. Northwestern Institute for Energy and sustainability (2016)

31. Stormwater Phase II: Post-Construction Runoff Control Minimum Control Measure, EPA, (2005)

32. 2020 National Municipal Separate Storm System (MS4) Needs Assessment Survey, WEF Stormwater Institute, Water Environment Federation, (2021)

## ***New and Redevelopment***

The estimated cost for municipalities to implement compliance measures aimed at reducing post-construction runoff in California can range from \$130,000 to over \$500,000 annually.<sup>33</sup> Phase II permittees in New Hampshire are expected to spend more than 2% of the total stormwater program budget on MCM #5 requirements.

In Grand Rapids, the standards to meet water quality and quantity requirements for post-construction projects were developed through LGROW in cooperation with a technical committee of stormwater managers and engineers. LGROW also developed a model stormwater ordinance for the MS4 member communities to easily implement updated requirements into municipal codes and are working toward developing a system for tracking long-term maintenance and inspections. Compared to MS4s in California, Grand Rapids saves more than \$100,000 a year on the post-construction runoff control program.

The support to meet MCM #5 provided by LGROW improves efficiency in project permitting by streamlining the process for plan review. The training provided to both municipal agencies and the private developer community help overcome the hesitancy in green infrastructure adoption and ongoing maintenance. LGROW also helps track project implementation in the MS4 for annual reporting.

To advance green infrastructure implementations on new and redevelopment projects, LGROW created a Design Spreadsheet to ease design decisions for developers as they determine how to meet requirements. The Design Spreadsheet also streamlines the permit process for the private sector reducing the project timeline and saving money by reducing project revisions.



## ***Conclusion***

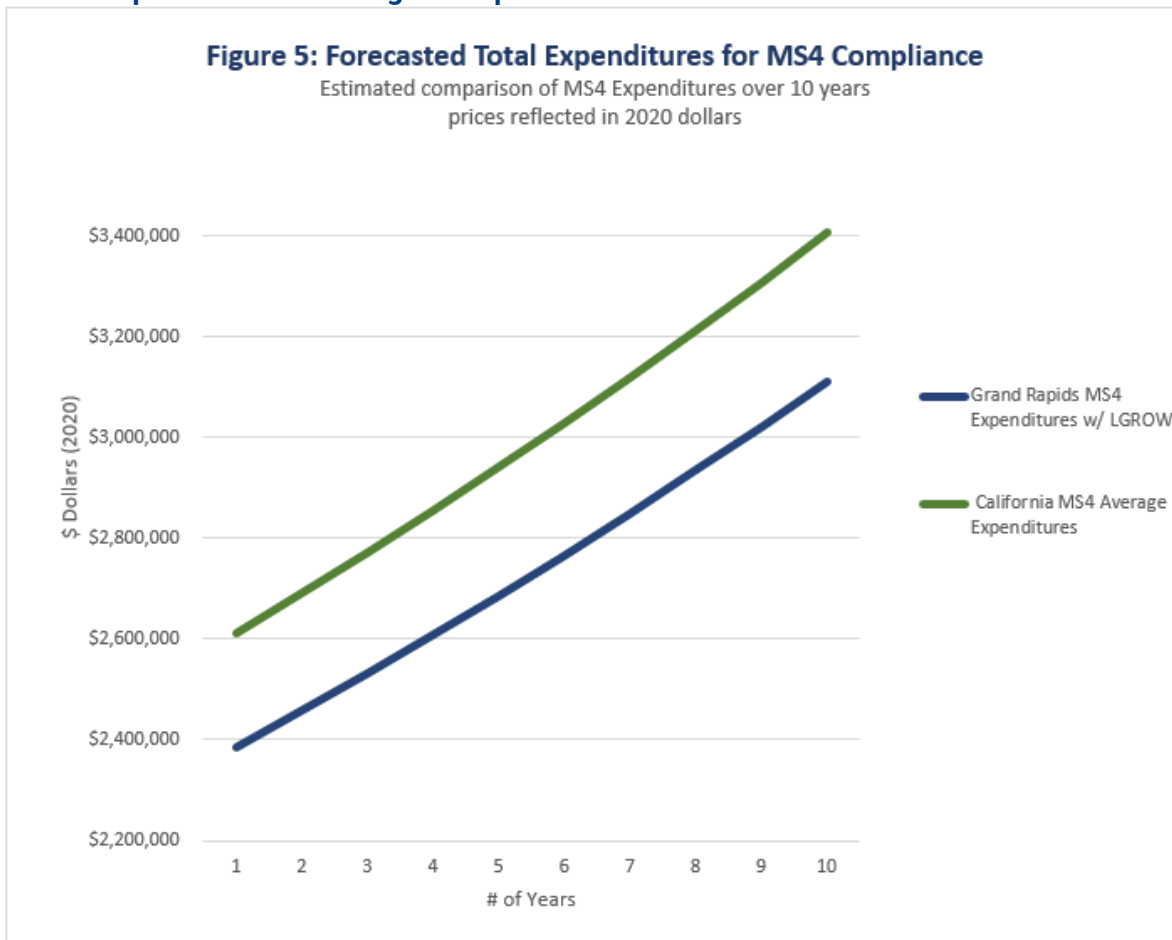
MS4 operators frequently must manage stormwater systems with insufficient budgets and staff capacity. Partnerships with local NGOs and other entities can provide opportunities for improved efficiency in stormwater management to expand the abilities of local stormwater agencies and reduce water quality and flooding impacts. Non-traditional partners assist MS4 compliance in developing and implementing stormwater management plans, creating and deploying public education, outreach and participation activities, prioritizing actions to advance compliance goals and coordinating multiple agencies on long-term climate resiliency planning for the watershed.

Through collective action, MS4s across 23 municipalities in the Lower Grand River watershed have reduced capacity strains and eased the fiscal burdens associated with meeting their MS4 regulatory obligations. LGROW's impressive outreach activities assist MS4 member communities in implementing long-term strategies to achieve water quality improvements through improved stormwater management

33. Estimating Benefits and Costs of Stormwater Management Part II: Evaluating Municipal Spending in California. EFC at Sacramento State, May 2020 20

Due to this regional partnership created by LGROW, overall stormwater management costs are slightly lower in Grand Rapids compared to MS4s in California (Figure 5). With the support of LGROW, the City of Grand Rapids can devote a larger portion of its stormwater management budget toward water quality monitoring, long-term planning, and other priorities. If funding allocated for stormwater management program budgets remains the same over the next ten years, our analysis suggests that the estimated cumulative savings for Grand Rapids stormwater management program cost is over \$2.5 million as a result of LGROW’s continued support.

**Figure 5: Comparison of MS4 Program Expenditures Over 10 Years** <sup>34</sup>



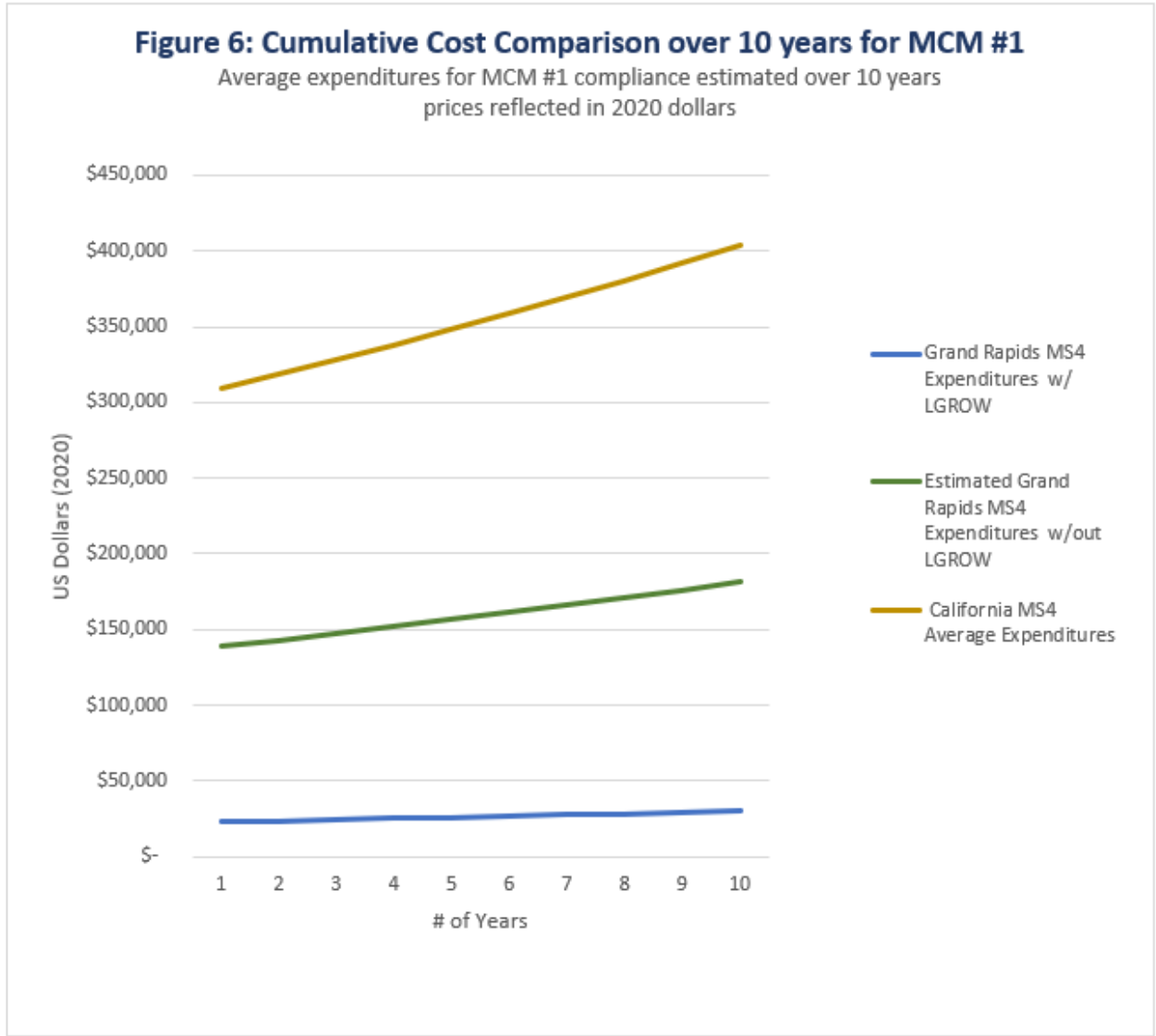
Specifically, LGROW’s support for meeting regulatory obligations for MCM #1 results in sustainable savings over time. Figure 6 illustrates the average annual expenditures for MS4s to comply with MCM #1 over ten years, provided allocations for stormwater expenditures remain the same. Through the LGROW partnership, the City of Grand Rapids saves more than \$320,000 in annual expenses to meet requirements for MCM #1 compared to MS4s in California, and nearly \$40,000 less than the smaller Phase II MS4s spend in New Hampshire. Figure 6 also illustrates Grand Rapids’ estimated annual expenditures to meet MCM #1 without the support of LGROW.

Municipalities across the country are turning toward non-profits and community organizations in a partnership to address stormwater discharge through education outreach and green infrastructure implementation projects. Yet, the financial gap hinders many MS4s from implementing sustainable solutions to address the impacts of climate change and protect communities. Through partnerships with the private sector, MS4s can reduce budgetary constraints and increase efficiency to achieve stormwater management goals.

34. Forecasted program expenditures are adjusted for average annual inflation per CPI Index (3%)

Further analysis examining MS4s costs that are closely similar in regulatory obligations, population, and climate would provide further details to determine efficiency gains. For this study, the simple comparison suggests partnering with the private sector has the potential to improve capacity in stormwater management and expand public stewardship toward achieving long-term climate resiliency goals. Although partnerships may alleviate some fiscal strains associated with implementing a stormwater management plan, communities lack significant funding to achieve water quality improvements and flood protections necessary to address the urgent threats of climate change. For municipalities in Michigan where stormwater utilities are not currently feasible, the fiscal flexibility and added capacity from partnerships can ease programmatic constraints and advance water quality improvements across the watershed.

**Figure 6: Forecasted Expenditures for MCM #1 Compliance**<sup>35</sup>




35. Forecasted program expenditures based on current costs and adjusted for average annual inflation per CPI Index 2020 (3%)

**Appendix A: Summary of LGROW's Activities to Support Member's MS4 Compliance.**

LGROW Activity	Description	Applicable MCM
Stormwater Management Plan (SWMP)	<ul style="list-style-type: none"> <li>Facilitate the process for implementing SWMPs</li> </ul>	Overall Permit Compliance
Public Education Plan (PEP) & Public Participation	<ul style="list-style-type: none"> <li>Promote, publicize, and facilitate watershed education and foster stewardship</li> <li>Provide public outreach, workshops, events, and training</li> <li>Track and report progress on public participation activities</li> </ul>	MCM #1 + MCM #2
Illicit Discharge Elimination Plan (IDEP)	<ul style="list-style-type: none"> <li>Develop, implement and enforce a program to detect and eliminate illicit connections and discharges to MS4s</li> <li>Model IDEP including dry weather screening</li> <li>Encourage partnerships to reduce sampling points</li> </ul>	MCM #3
Municipal Separate Storm Sewer System (MS4) Training	<ul style="list-style-type: none"> <li>Training on a variety of topics specifications in the SWMP</li> </ul>	MCM #4 + MCM #6
Model Ordinances and Strategies	<ul style="list-style-type: none"> <li>Provide model stormwater ordinance needed for permit compliance.</li> </ul>	Overall Permit Compliance

**Appendix A cont:** Summary of LGROW's Additional Assistance to MS4 Members

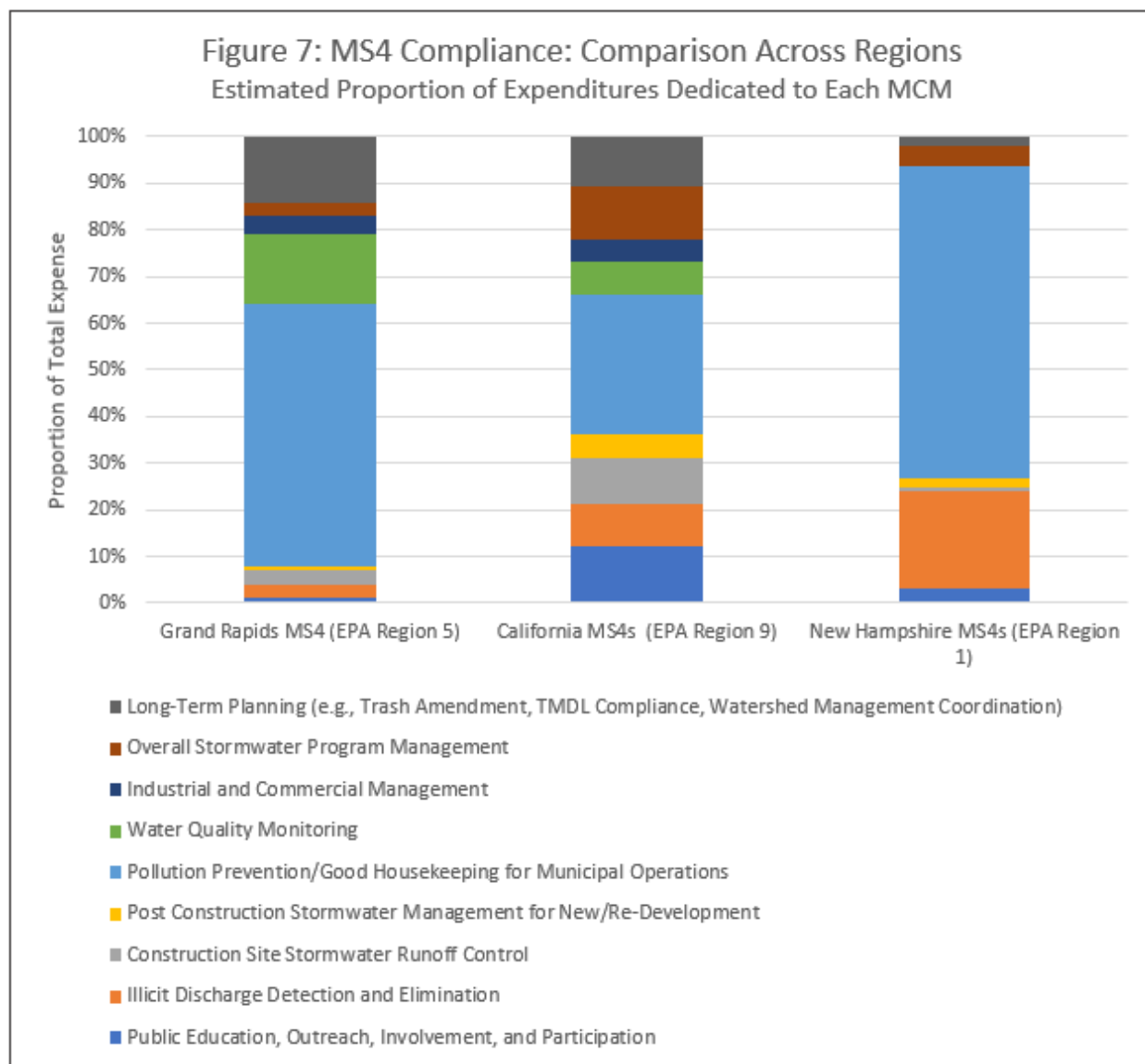
LGROW 's Additional Assitance	Description	Applicable MCM
Progress Reports	<ul style="list-style-type: none"> <li>• Collect available water monitoring data</li> <li>• Prepare and submit progress reports</li> </ul>	Overall Permit Compliance
Audits	<ul style="list-style-type: none"> <li>• Provide aid in case of of an audit</li> </ul>	Overall Permit Compliance
Public Participation	<ul style="list-style-type: none"> <li>• Public outreach through workshops, events, and training</li> <li>• Track and report progress on public participation activities</li> </ul>	MCM #2
Permit Applications and Individual Permit Issuance	<ul style="list-style-type: none"> <li>• Assist in transition to revised or new permits</li> </ul>	Overall Permit Compliance
Enforcement Response Procedure	<ul style="list-style-type: none"> <li>• Develop approvable procedures for enforcement</li> <li>• Create system to track, record, and respond to violations</li> </ul>	Overall Permit Compliance
Stormwater Development and Redevelopment Standards	<ul style="list-style-type: none"> <li>• Develop standards to reduce stormwater runoff related to post-construction activities</li> <li>• Develop a tracking system for long-term maintenance and inspections</li> </ul>	MCM #5
Total Maximum Daily Load (TMDL) Implementation	<ul style="list-style-type: none"> <li>• Coordinate activities to collectively address water quality impairments</li> </ul>	Overall Permit Compliance
LGROW Network	<ul style="list-style-type: none"> <li>• Connect to a wide network of technical advisors, environmental and community leaders</li> </ul>	 <b>BONUS</b>

## Appendix B: Estimated Cost Comparison for MS4 Compliance Across Regions.

Appendix B: Estimated Cost Comparison for MS4 Compliance in Grand Rapids, New Hampshire, and California			
MCM #	Description of Minimum Control Measure	Range of Average Annual Cost (2020)	
		Low	High
1 & 2	Public Education, Outreach, Involvement, and Participation	\$ 23,000	\$ 310,000
3	Illicit Discharge Detection and Elimination	\$ 69,000	\$ 418,500
4	Construction Site Stormwater Runoff Control	\$ 14,000	\$ 247,500
5	Post Construction Stormwater Management for New/Re-Development	\$ 24,000	\$ 134,000
6	Pollution Prevention/Good Housekeeping for Municipal Operations	\$ 763,000	\$ 1,333,000
	Water Quality Monitoring	\$ 175,500	\$ 348,000
	Industrial and Commercial Management	\$ 92,000	\$ 124,000
	Overall Stormwater Program Management	\$ 69,000	\$ 289,000
	Long-Term Planning (e.g., Trash Amendment, TMDL Compliance, Watershed Management Coordination)	\$ 42,000	\$ 325,000
<b>TOTAL COST</b>		<b>\$ 1,271,500</b>	<b>\$ 3,529,000</b>

*\*Average estimated costs were retrieved from data sources that normalized cost based on population. Estimates are adjusted for inflation to reflect prices in 2020 USD. Sources for estimated expenditures for stormwater program cost were retrieved from MS4 expenditures reported by MSAs in New Hampshire (EPA in Region 1), California (EPA in Region 9), and the City of Grand Rapids Stormwater Annual Report (2021) (EPA Region 5) were used in the analysis and described in Section 2.*

## Appendix C: Comparison of Proportional Expenditures for Each MCM across Regions.



Shanyn Viars  
*American Rivers*  
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Cara Decker  
*Lower Grand River Organization of Watersheds*  
[www.lgrow.org](http://www.lgrow.org)





2022

# ANNUAL REPORT

A yearly celebration of  
achievements in the  
Lower Grand River Watershed

LOWER GRAND RIVER  
ORGANIZATION *of* WATERSHEDS



GVMC

## **WHAT IS LGROW?**

The Lower Grand River Organization of Watersheds (LGROW) brings together local municipalities and community stakeholders in a unique format to address issues facing the Lower Grand River and its 32 subwatersheds.

## **MISSION**

To understand, protect and improve the natural resources of the Lower Grand River Watershed for all to enjoy.

## **VISION**

To connect water with life.

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- 9** LGROW Spring Forum

# OUR TEAM



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**Natalie Davenport**

*Public Engagement Chair*

**Brad Boomstra, P.E.**

*Stormwater Ordinance Chair*

**Carrie Rivette, P.E**

*Special Advisor*

# A LETTER FROM THE CHAIR

Greetings LGROW Community and Network,

One of LGROW's values as an organization is being adaptive, which means the ability to change over time to continue to succeed in a distinct ecosystem. The communities within the Lower Grand River watershed are our ecosystem, and we succeed when we connect these communities to the Grand River. Over the ten years that I've been active with LGROW, I've watched our organization adapt and continuously evolve to support the needs that surface in our watershed.

A recent adaptation of LGROW is partnering with several federal agencies as we work to improve the water quality in the river and establish a designated water trail. This partnership has allowed us to bring on a new Urban Water Ambassador who will serve as a guide to connect more people from our watershed with the Grand River, thereby strengthening our commitment to making the watershed an ongoing resource for all of us.

LGROW also continues to expand existing programs that allow individuals and groups to establish a personal stake in their watershed, whether in the Grand River or one of its many tributaries, such as providing community services kits for storm drain or stream cleanup events. Visit <https://www.lgrow.org/volunteering> to sign up and learn more about these opportunities.

During a recent walk along the river in downtown Grand Rapids, I couldn't help but envision the day that we'll be able to view the City from a new perspective: while paddling on the river. We are steadily marching toward restoring the rapids and we'll face new challenges once we do. No matter the challenge, I'm confident LGROW will continue adapting to support both ecosystems: the communities in our watershed and those in the Grand River. Read on to see everything we accomplished last year and will continue to build upon. It would not have been possible without our dedicated staff, member organizations, and volunteers.

**Rachell Nagorsen**

*Engineering Programs Coordinator*

City of Walker

[rnagorsen@walker.city](mailto:rnagorsen@walker.city)



# BY THE NUMBERS

30% 

Increase in *likes* on Social Media

51,410 

People reached on Facebook

\$514,395 

Received in new grant funding

1,371 

Students reached

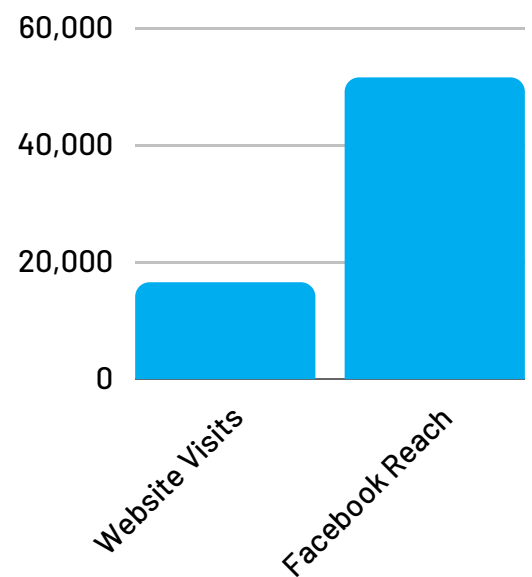
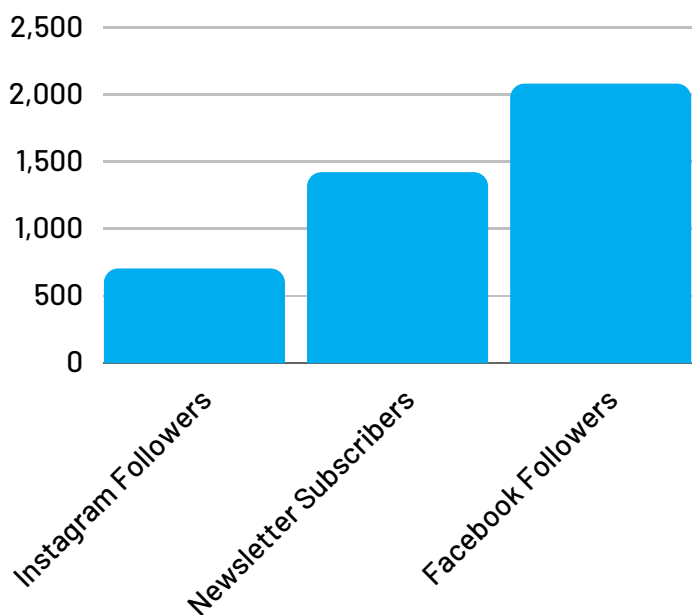
## Website & Social Media



lgrow\_org



@LGROW.org



# WATERSHED WINS

## Municipal Separate Storm Sewer System (MS4) Permits

A waterbody can only receive a certain amount of pollution and remain a healthy ecosystem. The department of Environment, Great Lakes, and Energy (EGLE) has identified pollutants of concern in multiple waterways in the Lower Grand River Watershed. Communities in the watershed are following a Total Maximum Daily Load (TMDL) Implementation plan, which outlines sampling procedures and best management practices to follow to restore the health of the polluted waterways. LGROW, with the help of contractors, sampled 14 sites in selected subwatersheds during rain events to collect the first flush of water coming out of outfall pipes. Some sites were sampled for *E. coli* while others were sampled for Total Suspended Solids (TSS). The results from the data collection will be reported in MS4 progress reports.

## Adopt - a - Drain

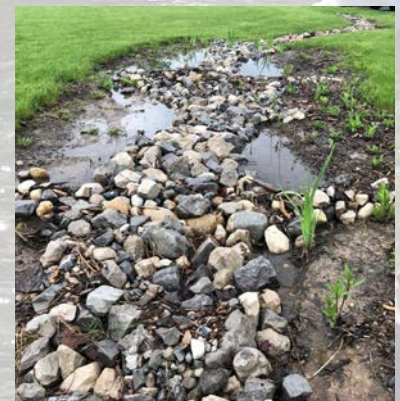
This year 254 storm drains were adopted, bringing the total to **1,450** adopted drains. This is a **21% increase** since last year!

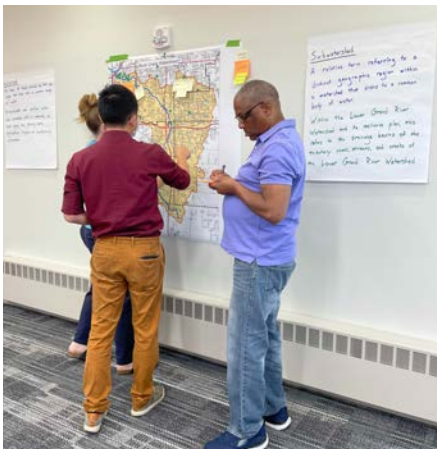
ADOPT-A-DRAIN  
GRAND RIVER



## Grand River Rainscaping

LGROW and its many partners worked together to install 7 green stormwater infrastructure (GSI) practices on residential properties in the watershed. LGROW conducted 10 residential site assessments and 5 business site assessments, where recommendations and resources were given to property owners on how they can manage their stormwater as close to where it falls. GSI practices like rain gardens, native plants, and bioswales are a few of the many ways that property owners can manage their stormwater onsite to reduce the amount of polluted runoff that enters our waterways.





## Watershed Resilience Plan

LGROW was selected by the EPA to participate in a pilot project to evaluate their “Equitable Resilience Building” (ERB) tool. In conjunction with the Watershed Resilience Pan, LGROW and the EPA hosted workshops in Plaster Creek, Buck Creek, Indian Mill Creek, and Mill Creek subwatersheds. The objectives of the workshops were to 1) Build a deeper, collective understanding of pressing vulnerabilities and root causes that impact resilience, 2) Identify specific actions that can be taken to improve resilience and equity, and 3) Contribute community perspectives and consider equity and the needs of priority communities within actions that could be used for the Lower Grand River Watershed Resilience Plan. The end result was to identify actions that can then be carried out by individuals, community groups, and local governments to help make all subwatersheds more resilient to climate changes in the near future.



## Environmental Education

From Water Quality monitoring to Macroinvertebrate Sampling, LGROW reached **1,371** students throughout several school districts in the watershed. LGROW hosted **13** Green Cleaning workshops, reaching **181** people, aiming to reduce household hazardous waste. We have a network of **20** Environmental Education Partners in Grand Rapids that we worked closely with to promote consistent and positive environmental education. From on campus activities to field trips, LGROW provided unique learning experiences to all ages in 2022. LGROW is continually establishing new partnerships to help broaden our audience and make watershed focused education accessible to diverse groups of people.

# A FEW PROGRAM HIGHLIGHTS:

## Urban Waters Federal Partnership

In 2022, LGROW secured funding from the Environmental Protection Agency (EPA) and United States Forest Service (USFS) to hire a full-time Urban Waters Ambassador. The Grand Rapids Ambassador's work will continue to build on the water quality improvement projects and community building efforts taking place in the area. Grand Rapids received designation as an Urban Waters Federal Partnership (UWFP) location in 2013. The UWFP is a federal program that works to reconnect urban communities, particularly those that are overburdened or economically distressed, with their waterways. The Partnership also collaborates with community-led revitalization efforts to improve our Nation's water systems and promote their economic, environmental, and social benefits. The program has since grown to 20 UWFP locations across the United States.



## The Lower Grand River Water Trail Development Plan

The Lower Grand River Water Trail Development Plan describes the formation of a sustainable, enjoyable, and safe Water Trail for residents and tourists alike. In 2022, LGROW started writing the development and implementation plan for the Lower Grand River Water Trail. The development plan describes what a water trail is and its many benefits to individuals and communities. The plan talks about safety issues that users might face and how users can reduce their risk while on the Water Trail. It includes detailed maps, an access site inventory, and identifies what could be improved at each site. Three public community input sessions were held throughout the watershed to get valuable feedback and suggestions from a variety of users. The community input sessions involved many meetings with partners at local parks departments, counties, and the National Park Service. LGROW continues to look for funding to aid with the completion of the implementation portion of the plan. This development plan aims to establish a water trail which will allow users to safely navigate the Lower Grand River.

# COMMUNITY INVOLVEMENT

## Stream Clean Ups



Removing trash from waterways is imperative to preserving our aquatic ecosystems. It's also a great way to get the community involved! In 2022, LGROW removed **hundreds of pounds** of garbage from waterways by assisting subwatershed groups that led stream clean ups and worked with local companies to fulfill their volunteer outing days. We also promoted various clean up opportunities in the watershed. Check out our [Volunteering](#) page for scheduled clean ups!

## Green Cleaning Classes



LGROW worked with multiple municipalities to reduce household hazardous waste by hosting Green Cleaning Workshops. New partnerships with the Kent District Library and Fredrik Meijer Gardens were formed to host Green Cleaning and other healthy watershed focused workshops at any of their locations. Check your local library for upcoming programs.

## Watershed Jamboree



The 2022 Watershed Jamboree went off with a splash! It was our largest Jamboree, with over **150 people** in attendance. We celebrated our partners and subwatershed groups, showcasing the wonderful work that they do to improve waterways in the Lower Grand. The Jamboree was held in the Rush Creek subwatershed in September. If you are interested in joining your local subwatershed group to help make a difference in the Lower Grand River Watershed, please visit our [website](#). Keep an eye out for our next Jamboree!

# 19TH ANNUAL SPRING FORUM

LGROW hosted its annual Spring Forum over four days with seven public events, and had **202** attendees. Keep an eye out for the 20th annual Grand River Spring Forum in 2023!

## Explore

- Grand River Kayak
- Watershed Warbler Walk
- Green Stormwater Infrastructure Bus Tour



## Help

- Planting with the GVSU Sustainable Agriculture Project
- Indian Mill Creek Clean Up at Richmond Park



## Learn

- Sustainable Agriculture Tour at the GVSU Sustainable Agriculture Project
- Public Open House @ City Built Brewing Welcome Center
- Half Day Seminar for MS4 Permittees





# LGROW STRATEGIC PLAN

## **Goal #1: Healthy Watersheds**

Restore and Protect Waterways  
Support Watershed Resiliency  
Promote Sustainable Agriculture and Rural Character

## **Goal #2: Active Community**

Engage the Public  
Incorporate Diversity, Equity, and Inclusion

## **Goal #3: Robust Organization**

Expand the Network and Develop Watershed Leaders  
Secure Sustainable Revenue and Strengthen Board

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## **A Letter from the Director**

As I look back on this year, I feel such a sense of pride for our team and how we have worked together to protect and improve our waterways, engage the public, and strengthen the organization. These are the goals identified in LGROW's Strategic Plan, which drive us in our work and help us stay true to our mission. We updated the Strategic Plan this year, incorporating diversity, equity, and inclusion into our values and guiding principles. A focus on adaptation in our Strategic Plan will lead to recognizing opportunities for the watershed to reduce vulnerabilities in the face of changing conditions. We are developing action plans for creating more resilient watersheds, building capacity to anticipate, prepare for, respond to, and recover from significant climate threats with minimum damage to our social well-being, the economy, and the environment. The West Michigan community has demonstrated can we can reach our goals of creating healthy ecosystems and equitable access to resources by working together to build on each others strengths, earning each other's trust, and continuing with clear communications. I hope you will all join us in 2023 to celebrate 20 years of LGROW and share in our celebration and enjoyment of the Lower Grand River Watershed.

### **Wendy Ogilvie**

*Director of Environmental Programs, GVMC*



# LGROW IN THE PRESS

Stay up to date with what LGROW is doing by following us on social media or visiting [www.lgrow.org](http://www.lgrow.org)

## WoodTV

Water Trail Designation Would Improve Paddler Experience  
*February 2022*

## WKTV

Final Section of Water Trail Along Grand River May Become a Reality  
*March 2022*

## WoodTV

Storm Drain Art Aims to Raise Awareness About Waterways  
*June 2022*

## Grand Rapids Magazine

City: Leaves Clog Catch Basins!  
*October 2022*






## WYCE 88.1 FM

Community Connections  
*December 2022*

Page 4 and back photo credit to Thom Bell.



### For more information:

-  [www.lgrow.org](http://www.lgrow.org)
-  (616) 776-7605
-  [info@lgrow.org](mailto:info@lgrow.org)
-  @LGROW.org
-  @lgrow\_org

LGROW is an agency of the Grand Valley Metro Council, which puts LGROW in a unique position to blend non-governmental organizations with the local governments in the watershed.





## Cascade Charter Township Seminar/Conference Attendance Request Form

*This form must be filled out if the employee is requesting Township payment or reimbursement for the employee's attendance to a seminar or conference.*

### **Conditions:**

1. Cascade Charter Township will reimburse employees for approved registration for work related seminars and conferences. Individual seminars and conferences must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for
2. Some seminars/conferences that an employee may attend may be unrelated to their particular job or government in general, and are therefore not covered by this assistance policy.
3. Any request that requires an overnight stay or expenditure over \$1,000 requires Township Board approval before the seminar/conference is attended.
4. Under extenuating circumstances, the Township Manager may approve an overnight stay or expenditure over \$1,000 for a conference or seminar prior to Township Board approval. The request must be made before attendance to a seminar/conference. The Township Board will be informed of request at their next scheduled meeting.

*This form must be completed by the employee and approved by the Township Manager and/or Township Board before the seminar/conference is attended.*

Name: Ryan Bruheav Application Date: 2/17/2023

Name of Proposed Seminar/Conference: MAKING GOOD DECISIONS TOGETHER

Seminar/Conference Date(s): MARCH 16

Location of Seminar/Conference: FRANKENMUTH, MICHIGAN

Description of Seminar/Conference: *(may also be attached)*

Michigan Association of Planning hosted workshop



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*This form must be completed by the employee and approved by the Township Manager and/or Township Board before the seminar/conference is attended.*

Name: Ryan Bruneau Application Date: 2/17/2023

Name of Proposed Seminar/Conference: PLANNING & ZONING ESSENTIALS

Seminar/Conference Date(s): MARCH 16

Location of Seminar/Conference: FRANKENMUTH, MICHIGAN

Description of Seminar/Conference: *(may also be attached)*

Michigan Association of Planning hosted workshops.

How will the Seminar/Conference benefit the employee and the township?

Training for Planning Commission member

**Cost of the Seminar/Conference:**

Registration \$ 155 + 150

Lodging \$ 150 @ Bavarian Inn Lodge

Travel \$ 160

Account # 101720723000

total: 615

Applicant: \_\_\_\_\_

*Signature*

(on behalf of Brian)

**Approvals:**

Department Head: \_\_\_\_\_  
*Signature*

2/17/2023  
*Date*

Township Manager: \_\_\_\_\_  
*Signature*

2/17/2023  
*Date*

Clerk: \_\_\_\_\_  
*(Signature Indicates Township Board Approval)*

\_\_\_\_\_  
*Date*

➤ Original to Personnel File

➤ 1 Copy to Applicant

➤ 1 Copy to Accounting

The Michigan Association of Planning's education programs provide participants with the skills and knowledge to make better land use decisions. Our knowledgeable and experienced instructors enable new elected and appointed officials to better understand their roles and responsibilities, and reacquaint experienced ones with innovative planning tools and techniques. We make it easy for you to receive the education and training necessary to keep up with the ever-changing land use landscape. In person workshops include a meal and refreshments. All sessions **except Planning for Broadband** include a *guidebook*.

**Planning and Zoning Essentials** *The most requested training product we offer.*

**In Person March 16, 11:30 AM - 4:30 PM, Frankenmuth, Bavarian Inn Lodge, Instructors: Caitlyn Habben, AICP and Jason Ball, AICP**  
**Virtual March 21 and 22, 6 - 8 PM, Instructor: Jill Bahm, AICP**

This course is designed to boost confidence by sharpening skills, identifying conflicts of interest, understanding legal foundations, examining roles and responsibilities, and more!

This program is ideal for introducing new planning commissioners and zoning board of appeals members to their roles and responsibilities, and also for more experienced officials looking to refresh their skills and build upon existing knowledge. Roles and responsibilities, site plan review, comprehensive planning, zoning ordinances, variances, how to determine practical difficulty, and standards for decision-making are covered.

**Site Plan Review**

3.5 Master Citizen Planner CEUs  
**March 1 | 11 AM - 3:30 PM**  
**Mt. Pleasant City Hall Instructor: Andy Moore, AICP**

This program will demonstrate the site plan review and approval process and provide practical tools and techniques on how to read a site plan. You'll discuss site design principles, such as pedestrian and traffic considerations, lighting, utilities, ADA compliance, inspections, and landscaping. This hands-on workshop includes an engineering scale, turning template, and a site plan to evaluate.

**Planning for Broadband**

*New Offering!*

2 Master Citizen Planner CEUs  
**March 2 | 1 PM - 3 PM**  
**Virtual Instructor: Eric Frederick, AICP**

A well designed community broadband roadmap documents a community's strategic vision and goals, analyzes existing community resources and needs, and guides the tactical plans to realize this vision. This workshop will take you through the process from start to finish.

**Making Good Decisions Together**

*New Offering!*

2 Master Citizen Planner CEUs  
**March 16 | 5 PM - 8 PM |**  
**Frankenmuth, Bavarian Inn Lodge**  
**Instructor: Leah DuMouchel, AICP**

This workshop delves into how the various local boards and commissions in understanding their respective roles and intentionally interacting with each other will yield more successful outcomes. Transparency and accountability mandates will be reviewed along with recent court findings.

**Master Planning Process**

3.5 Master Citizen Planner CEUs  
**March 1 | 4 PM - 8:30 PM | Mt. Pleasant City Hall**  
**Instructor: John Iacangelo, FAICP**

This workshop is designed for those communities updating existing master plans as well as those creating entirely new ones. Roll up your sleeves and learn step-by-step about the requirements, components, and stakeholder involvement you'll need to organize when drafting or amending a master plan.

**Advanced ZBA: Beyond The Fundamentals**

*New Offering!*

2.5 Master Citizen Planner CEUs & 2.5 AICP CM  
**March 14 | 6 PM - 8:30 PM | Virtual**  
**Instructor: Vidya Krishnan**

You requested and we listened! A high level, interactive session for ZBA members, where recent court cases and statutes are reviewed and where participants will dig into four different case studies and discuss their findings. Basic ZBA knowledge is necessary to best participate.

**Zoning Administration 2.0**

*New Offering!*

2.5 Master Citizen Planner Credits & 2.5 AICP CM  
**March 21 | 1 PM - 3:30 PM | Virtual**  
**Instructor: Megan Masson-Minock, AICP**

In 2018, MAP debuted an intro Zoning Administration course. Our 2.0 workshop is a fast paced, interactive session. The following topics will be reviewed: roles, laws other than zoning that affect land use, enforcement, court cases, and trends in zoning. Participants should be experienced zoning administrators.

NAME \_\_\_\_\_

AFFILIATION \_\_\_\_\_

EMAIL (confirm) \_\_\_\_\_

PHONE (with area code) \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

Please list any special requirements \_\_\_\_\_

**REGISTRATION**

I'm a MAP member

Join MAP now for a \$100 bonus, you will receive \_\_\_\_\_

MEMBER RATES	<input type="checkbox"/> \$125	<input type="checkbox"/>
	<input type="checkbox"/> \$120	<input type="checkbox"/>
	<input type="checkbox"/> \$75	<input type="checkbox"/>
	<input type="checkbox"/> \$85	<input type="checkbox"/>
	<input type="checkbox"/> \$125	<input type="checkbox"/>
	<input type="checkbox"/> \$85	<input type="checkbox"/>
	<input type="checkbox"/> \$120	<input type="checkbox"/>
	<input type="checkbox"/> \$85	<input type="checkbox"/>

**PAYMENT INFO**

Check enclosed (Make check payable to \_\_\_\_\_)

CARD # \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

CARD HOLDER \_\_\_\_\_



**Cascade Charter Township  
Seminar/Conference Attendance Request Form**

This form must be filled out if the employee is requesting Township payment or reimbursement for the employee's attendance to a seminar or conference.

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2. Some seminars/conferences that an employee may attend may be unrelated to their particular job or government in general, and are therefore not covered by this assistance policy.
3. Any request that requires an overnight stay or expenditure over \$200 requires Township Board approval before the seminar/conference is attended.
4. Under extenuating circumstances, the Township Manager may approve an overnight stay or expenditure over \$200 for a conference or seminar prior to Township Board approval. The request must be made before attendance to a seminar/conference. The Township Board will be informed of request at their next scheduled meeting.

*This form must be completed by the employee and approved by the Township Manager and/or Township Board before the seminar/conference is attended.*

Name: James A Walker

Application Date: 1-7-23

Location of Seminar/Conference Grand Traverse Resort

Name of Proposed Seminar/Conference: Society of Michigan EMS Instructors and Coordinators Annual Winter/Spring Conference

Description of Seminar/Conference: (may also be attached) Annual Conference

provides Instructional / skills Training for EMS educators  
This also provides Continuing Education credits for  
Sgt Walker - Medical Teaching License

(over)

How will the Seminar/Conference benefit the employee and the township? This training conference provides instructional Triage Protocol, Med Legal, Anatomy, Resusc, Triage/Treatment/Transport, and PT Assessments. It allows Sgt Walker to continue EMS program & instruction required for all EMS providers.

Cost of the Seminar/Conference: (Registration) \$ \$ 520 -

(Lodging) \$ \$ 675 (Travel) \$ About 300 miles Round Trip

Account #: 206336726000

Your Signature: Jim Walker, EMS Sergeant

Approvals:

Department Head: [Signature] Date: 1-10-23

Township Manager: [Signature] Date: 2-17-23

Clerk's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Showing Township Board approval)

Original to personnel file

1 copy to applicant

1 copy to Accounting



# The Society of Michigan EMS Instructor Coordinators

## ATTENDEES • PDC 88

Add to my calendar

Invoice not paid. To change or cancel registration, contact [administrator](#).

[VIEW / PAY INVOICE](#)

**Event** ATTENDEES • PDC 88  
03/02/2023 - 03/05/2023  
Location: Traverse City, MI

**Ticket type** M1 Member Full Conference – \$370.00

**Extra costs** \$75.00

**Total amount** \$445.00 (USD)

[VIEW / PAY INVOICE](#)

[NEW REGISTRATION](#)

[Registration form](#)

### REGISTRANT INFORMATION

Organization Cascade Fire Department

First name James

Last name Walker

e-Mail [jawsff158@gmail.com](mailto:jawsff158@gmail.com)

Phone 616-531-7260

EMS Provider Permanent ID Number 585055

EMS Region 1

Date of Birth

### REGISTRATION OPTIONS

Select the days you will be eating lunch at the conference. Friday Saturday

Did you bring a companion for lunch? No \$0.00 (USD)

Will you be attending the Friday evening reception with vendors? Yes, I will be attending the Reception!

Will you be joining us for breakfast Sunday? Yes, I love breakfast!

### THURSDAY PRE-CON SESSIONS

1:00PM-5:00PM • Moulage Madness Yes, I will be attending. \$75.00 (USD)

1:00PM-5:00PM • Project-Based Learning No thank you. \$0.00 (USD)

3:00PM-4:30PM • B-Con Bleeding Control (Train No thank you. \$0.00 (USD)

the Trainer)

5:00PM-6:30PM • B-Con No thank you. \$0.00 (USD)  
Bleeding Control (Train  
the Trainer)

## CANCELLATION POLICY NOTIFICATION

Cancellation Notice [Cancellations must be received by 2/27/2023 to receive a refund.](#)

[Review all my registrations](#)

It is the mission of the Society of Michigan EMS Instructor Coordinators to promote the growth and development of EMS education by supporting EMS educators through advocacy, professional development and training.

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5967 Bedford PL

Ann Arbor, MI 48105-9567

(833) SMEMSIC

(833) 763-6742

admin@smemsic.org



# The Society of Michigan EMS Instructor Coordinators

## MY PROFILE

EDIT PROFILE [My directory profile](#)

[Profile](#) [Privacy](#) [Email subscriptions](#) [Member photo albums](#) [My event registrations](#)  
[Invoices and payments](#) [Donations](#)

## MEMBERSHIP DETAILS

Membership renewal initiated, not paid yet.

[VIEW / PAY INVOICE](#)

Membership card



[Image optimized for smartphones](#)

[Printable PDF](#)

Membership level **Standard Membership - \$75.00 (USD)**  
*Subscription period: 1 year*  
*No automatically recurring payments*

Membership status **Pending - Renewal**

Member since 08/16/2012

Renewal due on 10/01/2023

## REGISTRANT INFORMATION

Member ID 7772659

Organization Cascade Fire Department

First name James

Last name Walker

e-Mail [jawsff158@gmail.com](mailto:jawsff158@gmail.com)

Phone 616-531-7260

## PERSONAL INFORMATION

Job title Firefighter EMTB IC

## CONTACT DATA

Address 4277 42nd

City Grandville

Postal code 49418

Province/State MI

Country USA

## ADDITIONAL MEMBER INFORMATION

IC number 511055

What EMS region do you live or work in? Other

License Level EMT

The year you first joined SMEMSIC, current year if new member 2012

Area of Expertise

## CONFERENCE CE & OTHER RECORDS

Fall 2022 [https://www.smemsic.org/CE\\_Records/fall22/89\\_87PDC%20Chits%20Merged\\_Walker.pdf](https://www.smemsic.org/CE_Records/fall22/89_87PDC%20Chits%20Merged_Walker.pdf)

Spring 2022 [https://www.smemsic.org/CE\\_Records/spring22/SMEMSIC\\_86PDC\\_Chit\\_273Walker.pdf](https://www.smemsic.org/CE_Records/spring22/SMEMSIC_86PDC_Chit_273Walker.pdf)

Fall 2021 [https://www.smemsic.org/CE\\_Records/fall21/119\\_SMEMSIC%2085PDC%20Chit.pdf](https://www.smemsic.org/CE_Records/fall21/119_SMEMSIC%2085PDC%20Chit.pdf)

Spring 2020 [http://www.smemsic.org/CE\\_Records/spring20/82PDC\\_Chit\\_248.pdf](http://www.smemsic.org/CE_Records/spring20/82PDC_Chit_248.pdf)

Fall 2019

Spring 2019 [http://www.smemsic.org/CE\\_Records/spring19/245-7772659.pdf](http://www.smemsic.org/CE_Records/spring19/245-7772659.pdf)

Fall 2018

Spring 2018 [http://www.smemsic.org/CE\\_Records/spring18/James%20Walker.pdf](http://www.smemsic.org/CE_Records/spring18/James%20Walker.pdf)

Fall 2017 [http://www.smemsic.org/CE\\_Records/fall17/JamesWalker-updated.pdf](http://www.smemsic.org/CE_Records/fall17/JamesWalker-updated.pdf)

Spring 2017

Fall 2016 [http://www.smemsic.org/CE\\_Records/fall16/75PDC\\_174-7772659.pdf](http://www.smemsic.org/CE_Records/fall16/75PDC_174-7772659.pdf)

Spring 2016 [http://www.smemsic.org/CE\\_Records/spring16/74PDC\\_243-7772659.pdf](http://www.smemsic.org/CE_Records/spring16/74PDC_243-7772659.pdf)

Fall 2015 [http://www.smemsic.org/CE\\_Records/fall15/73PDC\\_158-7772659.pdf](http://www.smemsic.org/CE_Records/fall15/73PDC_158-7772659.pdf)

Spring 2015 [http://www.smemsic.org/CE\\_Records/spring15/72PDC\\_264-7772659.pdf](http://www.smemsic.org/CE_Records/spring15/72PDC_264-7772659.pdf)

Fall 2014 [http://www.smemsic.org/CE\\_Records/fall14/71PDC\\_173-7772659.pdf](http://www.smemsic.org/CE_Records/fall14/71PDC_173-7772659.pdf)

Spring 2014 [http://www.smemsic.org/CE\\_Records/spring14/70PDC\\_25-7772659.pdf](http://www.smemsic.org/CE_Records/spring14/70PDC_25-7772659.pdf)

Fall 2013 [http://www.smemsic.org/CE\\_Records/Fall13/69PDC\\_40.7772659.pdf](http://www.smemsic.org/CE_Records/Fall13/69PDC_40.7772659.pdf)

Spring 2013 [http://www.smemsic.org/CE\\_Records/spring13/SMEMSIC0313-103-7772659.pdf](http://www.smemsic.org/CE_Records/spring13/SMEMSIC0313-103-7772659.pdf)

Fall 2012 [http://www.smemsic.org/CE\\_Records/fall12/SMEMSIC1012-6-7772659.pdf](http://www.smemsic.org/CE_Records/fall12/SMEMSIC1012-6-7772659.pdf)

Spring 2012

Fall 2011

Spring 2011

Fall 2010

Spring 2010

Fall 2009

Uploaded Records

## SOCIAL NETWORK LOGIN

Facebook

Connect

Google

Connect

It is the mission of the Society of Michigan EMS Instructor Coordinators to promote the growth and development of EMS education by supporting EMS educators through advocacy, professional development and training.

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5967 Bedford PL

Ann Arbor, MI 48105-9567

(833) SMEMSIC  
(833) 763-6742

admin@smemsic.org

Board of Trustees, Cascade Charter Township  
5920 Tahoe Dr. SE  
Grand Rapids, MI 49546  
February 8, 2023

Dear Fellow Trustees,

Please accept this letter as formal notification that I am resigning from my position as the Treasurer of Cascade Charter Township. My Parkinson's disease has worsened since my surgery in December, and I cannot physically perform the duties of the position. Additionally, we will be moving from the township at the end of February.

I am resigning effective February 28, 2023. I will be available to help in the transition of the office if needed. I have enjoyed my time serving as the Township Treasurer because I believe in giving back to the community in which I live.

Respectfully,



Ken Peirce

Cc: Township Manager  
Deputy Treasurer  
Human Resources

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**TOWNSHIP BOARD MEMORANDUM**

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**To:** Cascade Charter Township Board

**From:** Sandra Korhorn, DDA/Economic Development Director *SKK*

**Subject:** Consider Request to Approve Resolutions for Grand Rapids Triathlon to close public streets on June 10 & 11, 2023

**Meeting Date:** February 22, 2023

---

In July 2022, the Grand Rapids Triathlon organizers attended a board meeting and requested approval to hold the triathlon June 10 & 11, 2023. The board did approve this request.

The majority of the event takes place in Ada Township to the east (Lowell Township, Ionia County); the running event of the triathlon will occur in Cascade.

The logistics and courses for the 2023 event are the same as last year. Attached are resolutions regarding road closures on Thornapple River Dr., Grand River Ave., Hurley, Peace Streets, Orange Ave, Mt. Ash, Grachen and Shagbark.

Maps (along with further information) are included in the packet for your review. Representatives from Grand Rapids Triathlon will be at the meeting to answer questions.

**Cascade Charter Township**  
**Kent County, Michigan**  
Resolution # of 2023

The Cascade Charter Township Board Hereby Resolves:

Whereas, Michigan Endurance Holdings LLC, (dba Tris4Health, LLC) would like to hold a Triathlon on Saturday, June 10 and Sunday, June 11, 2023; and

Whereas, on Saturday, June 10 they will need to close the following streets from approximately 4:00 a.m. to 11:30 a.m.:

- Thornapple River Dr. from Storeybook Ln. to Laraway Lake
- Grand River Ave. from Buttrick to Old Oak Hill Dr.; and

Whereas, Thornapple River Dr. and Grand River Ave. are primary streets; and

Whereas, Michigan Endurance Holdings LLC is working with the Kent County Road Commission and Kent County Sheriff Department regarding this request.

Therefore Be It Resolved, the Cascade Charter Township Board hereby approves the request for the street closures on Saturday, June 10, 2023 from 4:00 a.m. to 11:30 a.m.

Be It Further Resolved, that the Cascade Township Board hereby directs the Clerk to forward this request to the Kent County Road Commission for the necessary permit.

The foregoing Resolution was offered by Board Member, supported by Board Member. The roll call vote being as follows:

YEAS:  
NAYS:  
ABSENT:

**RESOLUTION DECLARED ADOPTED.**

---

Susan Slater  
Township Clerk

**CERTIFICATION**

I hereby certify the above to be a true copy of a resolution adopted by the Cascade Charter Township Board at a regular meeting held on the 22<sup>nd</sup> day of February, 2023, at 7:00 p.m., pursuant to the required statutory procedures.

Dated: February 22, 2023

By \_\_\_\_\_  
Susan Slater  
Township Clerk

**Cascade Charter Township**  
**Kent County, Michigan**  
Resolution # of 2023

The Cascade Charter Township Board Hereby Resolves:

Whereas, Michigan Endurance Holdings LLC (dbaTris4Health, LLC) would like to hold a Triathlon on Saturday, June 10 and Sunday, June 11, 2023; and

Whereas, on Sunday, June 11 they will need to close the following streets from approximately 4:00 a.m. – 5:00 p.m.:

- Thornapple River Dr. from Storeybook Ln to Cascade Rd.
- Grand River Ave. from Buttrick to Old Oak Hill Dr.;
- Shagbark Ave.
- Orange Ave.
- Peace St.
- Hurley St.
- Mt. Ash St.
- Grachen St.; and

Whereas, Thornapple River Dr. and Grand River are primary streets; and

Whereas, Shagbark, Orange, Peace, Hurley, Mt. Ash and Grachen are local streets; and

Whereas, Michigan Endurance Holdings LLC is working with the Kent County Road Commission and Kent County Sheriff Department regarding this request.

Therefore Be It Resolved, the Cascade Charter Township Board hereby approves the request for the street closures on Sunday, June 11, 2023 from 4:00 a.m. to 5:00 p.m.

Be It Further Resolved, that the Cascade Township Board hereby directs the Clerk to forward this request to the Kent County Road Commission for the necessary permit.

The foregoing Resolution was offered by Board Member, supported by Board Member. The roll call vote being as follows:

YEAS:  
NAYS:  
ABSENT:

**RESOLUTION DECLARED ADOPTED.**

---

Susan Slater  
Township Clerk

**CERTIFICATION**

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Dated: February 22, 2023

By \_\_\_\_\_  
Susan Slater  
Township Clerk



# GRAND RAPIDS TRIATHLON 2023

 **Huntington #DISCOVERADA**

**June 10 & 11, 2023 – CASCADE, MI**

We are the largest independent triathlon in Michigan and proud host of five USA Triathlon National Championships over the course of our twelve-year history.

While our event brings in some of the best athletes from across the country, we have also been named one of the Top 5 Best Triathlons for Beginners in the USA according to Triathlon Business International. This two-day triathlon event is a chance for athletes of all skill levels to compete on a scenic riverside course, perfect for the novice through the seasoned triathlete.

*A portion of all proceeds will benefit:*

**OFFICIAL CHARITY PARTNER**



**LOCAL CHARITY PARTNER**



## INTRODUCTION

Thank you for considering approval of the 2023 edition of Grand Rapids Triathlon.

## **Who we are – Michigan Endurance Holdings, LLC**

Michigan Endurance Holdings (dba “Tris4Health”) is owned by Jon Conkling and John Mosey, both of whom are USA Triathlon level 1 certified race directors. We are avid triathletes and have been involved with the sport for a decade. Our vision is to continue to grow Grand Rapids Triathlon, both locally and nationally. We want as many people as possible to get off the couch and into a healthier lifestyle, while at the same time showing off all the wonderful things our area is known for.

## **What the Grand Rapids Triathlon is:**

This triathlon is a chance for athletes of all skill levels to compete on a scenic riverside course, perfect for the novice and seasoned triathlete. This USA Triathlon sanctioned event promises heart pounding excitement from start to the finish. We offer four distances: Super Sprint, Sprint, Olympic and Half, as well as these events: triathlon, duathlon, aquabike and relay. In addition, we host a kid’s duathlon Saturday afternoon, which is sponsored by Cascade Pediatrics.

## **BENEFITS**

Hosting this great community event comes with many benefits from a positive economic impact to improving community health and well-being.

**Positive economic impact:** Our goal is to drive our athletes to area businesses in and around the Cascade area. Now that we are a two-day event, athletes and their families have a lot of reason to spend a weekend in the area, creating even more economic opportunity. In addition, we are working with two Cascade area hotels for our athletes to stay while they are in town for the event.

**Give back to the community:** We partner with Make-a-Wish Michigan with the goal of granting as many wishes as possible to children and families who desperately need them. To date, Make-a-Wish Michigan has raised over \$75,000 at Grand Rapids Triathlon.

**Be involved with one of the fastest growing sports in the country.** The general excitement for the sport of triathlon received a boost of popularity when triathlon debuted at the 2000 Olympic Games in Sydney, Australia. It is estimated that approximately 150,000 people participate in multi-sport in the United States each year. And the numbers continue to grow.

**Positions Cascade with a healthy lifestyle and lifelong fitness associated with swimming, biking and running.** Triathlon embraces the idea of maintaining a healthy and active lifestyle like no other sport. You can often see participants at local races ranging in age from 12-85 years old! All three sports require aerobic power, excellent endurance, and tactical thinking.

## REQUEST

We are requesting approval of the following:

- 1.) To hold this annual event in the Cascade area on June 10 and 11, 2023 and for years to come.
- 2.) Course maps, suggested parking areas, etc. are available on our website ([www.grandrapidstri.com](http://www.grandrapidstri.com)).
- 3.) Specific road closures and times:
  - a. Saturday, June 10 - Road Closure (4am – 11:30am)
    - i. Thornapple River Drive from River St south to Laraway Lake Drive
    - ii. Buttrick Ave from Thornapple River Drive to Grand River Drive
    - iii. Grand River from Buttrick to Old Oak Hill Drive
  - b. Sunday, June 11 - Road Closures (4am – 5pm)
    - i. Thornapple River Drive from River St south to Cascade
    - ii. Buttrick Ave from Thornapple to Grand River
    - iii. Grand River from Buttrick to Old Oak Hill Drive
- 4.) We request a letter from the Township of Cascade stating the above has been approved.
- 5.) Michigan Endurance Holdings will have Cascade Township as an additional insured. One week prior to the race we will place 3 changeable message signs in Cascade and Ada.



# GRAND RAPIDS TRIATHLON 2023



**Huntington #DISCOVERADA**

Official Charity Partner:

**Make-A-Wish<sup>®</sup>**

Local Charity Partner:

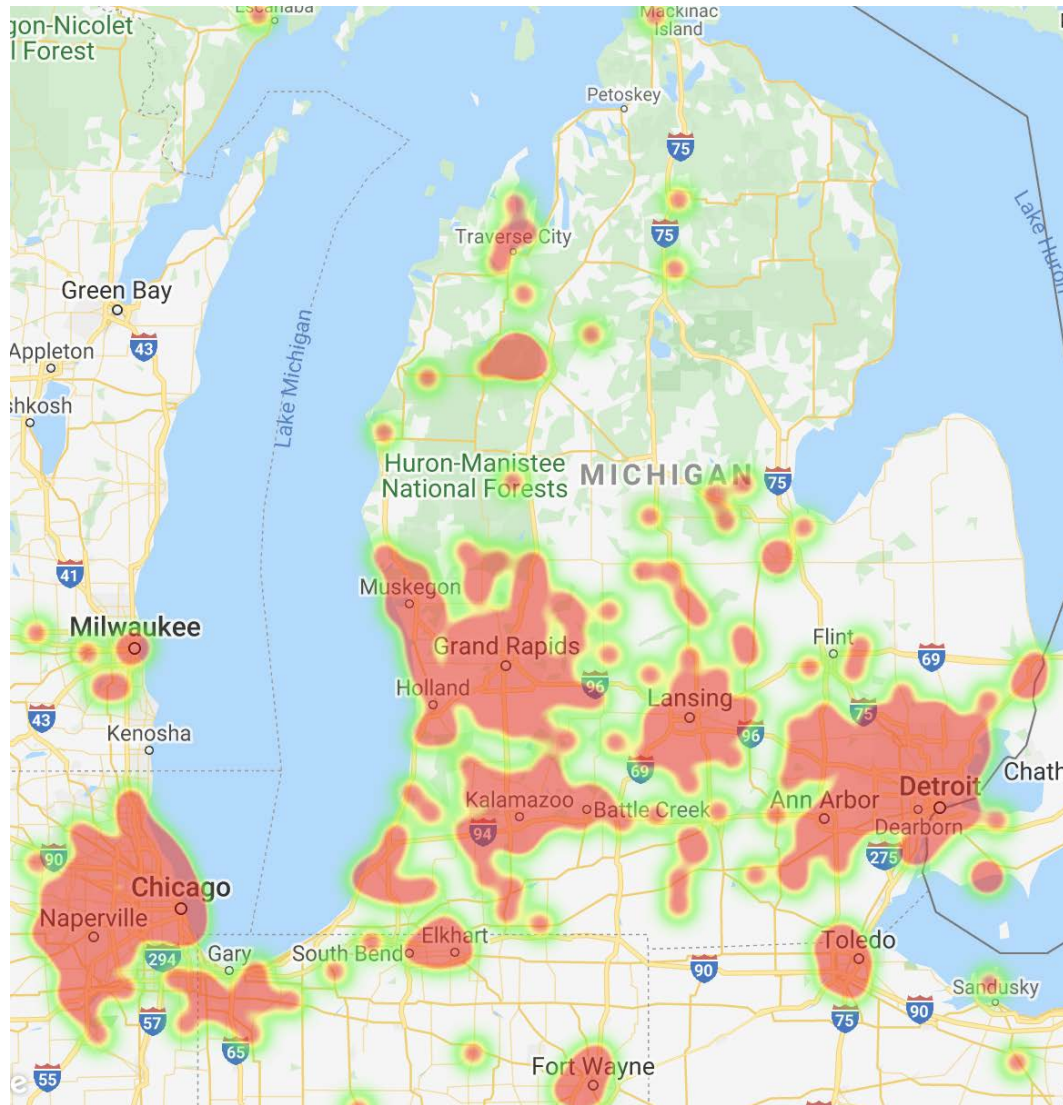


# ▶ About GRTri

# About Us



- ▶ We are the largest independent triathlon in Michigan.
- ▶ We have hosted 5 USA Triathlon National Championships along with numerous state and regional championships since 2011.
- ▶ Voted one of the top 5 newbie friendly events in the country.
- ▶ Voted one of the top 10 best international triathlons.
- ▶ 2023 will be our 12<sup>th</sup> year.



# Triathlon Demographics

- ▶ 85% of 2021 athletes were from MI
- ▶ 51% lived within 30 miles of Cascade
- ▶ 66% lived within 60 miles
- ▶ \$161k - Average Income
- ▶ 97% of triathletes have 4-year degree
- ▶ 50% have a Master's

# ▶ Event Details

# Event Details

- ▶ Continue with the successful two-day format, June 10<sup>th</sup> & 11<sup>th</sup>, 2023.
  - ▶ Saturday consists of Super Sprint and Sprint distances
    - ▶ Race is from 7am - 10:30am
    - ▶ Road closures from 4am - 11:30am
  - ▶ Sunday consists of Olympic and Half distances
    - ▶ Race is from 7am - 3:30pm
    - ▶ Road closures from 4am - 5pm
- ▶ Transition and finish line areas unchanged (Ada Park).
  - ▶ Transition is in soccer fields at the corner of Buttrick and Grand River Dr.
  - ▶ Finish line is on Buttrick at the entrance to Ada Park
  - ▶ Post-race finish area is in Ada Park in/around the parking lot by the park office

# Business Engagement

We are continuing to partner with Cascade & Ada businesses in a proactive way.

- ▶ We are working with local Cascade businesses such as Fowling Warehouse.
- ▶ #DiscoverAda has signed on to be our 2023 co-title sponsor along with longtime co-title sponsor, Huntington Bank.
- ▶ Race director, Jon Conkling, is now an Ada Business association board member as of June 2021 and taking an active role in the community.

# Saturday Closure/Detour Map

- ▶ **Saturday, June 10 - Road Closure (4am - 11:30am)**
  - ▶ Thornapple River Drive from River St south to Laraway Lake Drive
  - ▶ Buttrick Ave from Thornapple River Drive to Grand River Drive
  - ▶ Grand River from Buttrick to Old Oak Hill Drive
  - ▶ *\*The roads marked in RED will be closed to thru traffic with Police stationed at the various access points.*
- ▶ **Saturday Detour route coming from the SOUTH**
  - ▶ Heading on Cascade Rd SE
  - ▶ Turn left onto Wycliff Dr SE
  - ▶ Take a slight right turn onto 30th St SE
  - ▶ Turn left onto Buttrick Ave SE
  - ▶ *\*Thornapple River Dr will be OPEN from Cascade Road to Laraway Lake Drive, which is also OPEN.*



# Sunday Closure/Detour Map

- ▶ **Sunday, June 11 - Road Closure (4am - 5pm)**
  - ▶ Thornapple River Drive from River St south to Cascade
  - ▶ Buttrick Ave from Thornapple to Grand River
  - ▶ Grand River from Buttrick to Old Oak Hill
  - ▶ *\*The roads marked in RED will be closed to thru traffic with Police stationed at the various access points.*
  
- ▶ **Sunday Detour route coming from the SOUTH**
  - ▶ Heading on Cascade Rd SE
  - ▶ Turn left onto Wycliff Dr SE
  - ▶ Take a slight right turn onto 30th St SE
  - ▶ Turn left onto Buttrick Ave SE



# Event Timeline



# Official Charity Partner

- ▶ We have helped to raise more than \$250k since 2017
- ▶ Team founder is from Ada and has recruited over 70 local people.
- ▶ Program expanded across the state and to other races, but Grand Rapids Tri serves as the example of what can be done when a charity, small business, and municipalities work together.
- ▶ “The partnership with the Grand Rapids Tri has helped Make-A-Wish Michigan grow our mission through awareness and funds that has ultimately helped grant wishes for local children, gain new supporters through individual, community support and corporate giving. Because of the relationship we have cultivated with the race directors for the GR TRI, the Dream Team's success has now grown throughout the state by encouraging other races to partner with Make-A-Wish Michigan. ”



# Local Charity Partner

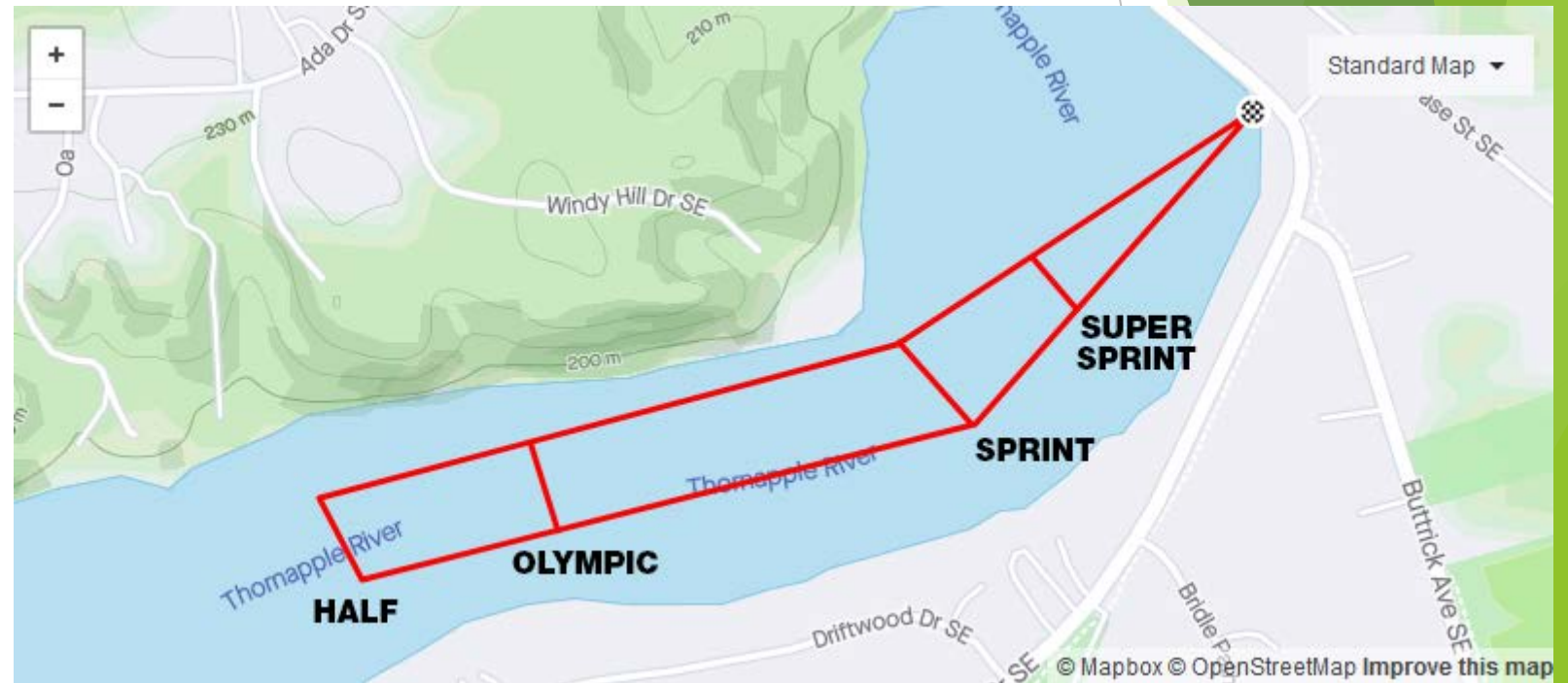
- ▶ We have selected Brody's Be Cafe again to support in 2023.
- ▶ This local business has been a part of Ada since Summer 2019.
- ▶ "Brody's Be Cafe is a non-profit coffee shop that employs individuals with intellectual and developmental disabilities. We BELIEVE everyone BELongs and we can work BESide one another."



# ▶ Map Appendix

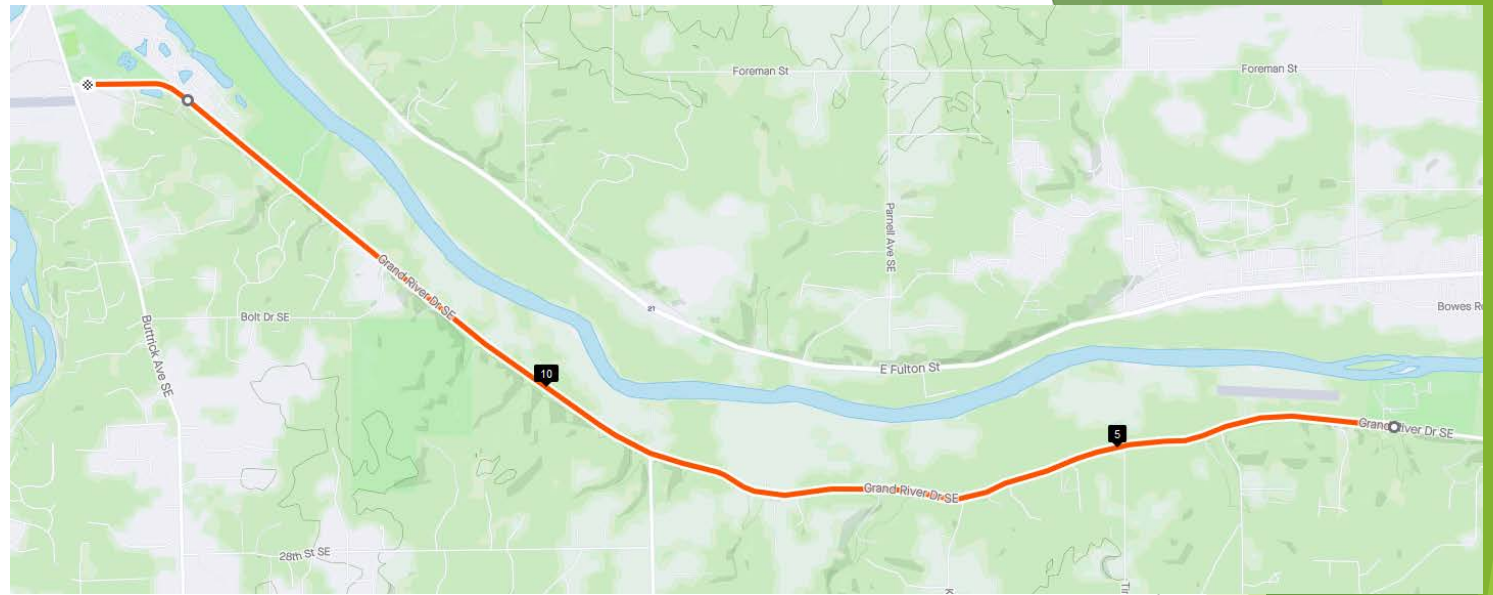
# Swim Course

- ▶ Saturday
  - ▶ Super Sprint - 400 meters
  - ▶ Sprint - 600 meters
- ▶ Sunday
  - ▶ Olympic - 1500 meters
  - ▶ Half - 1.2 miles

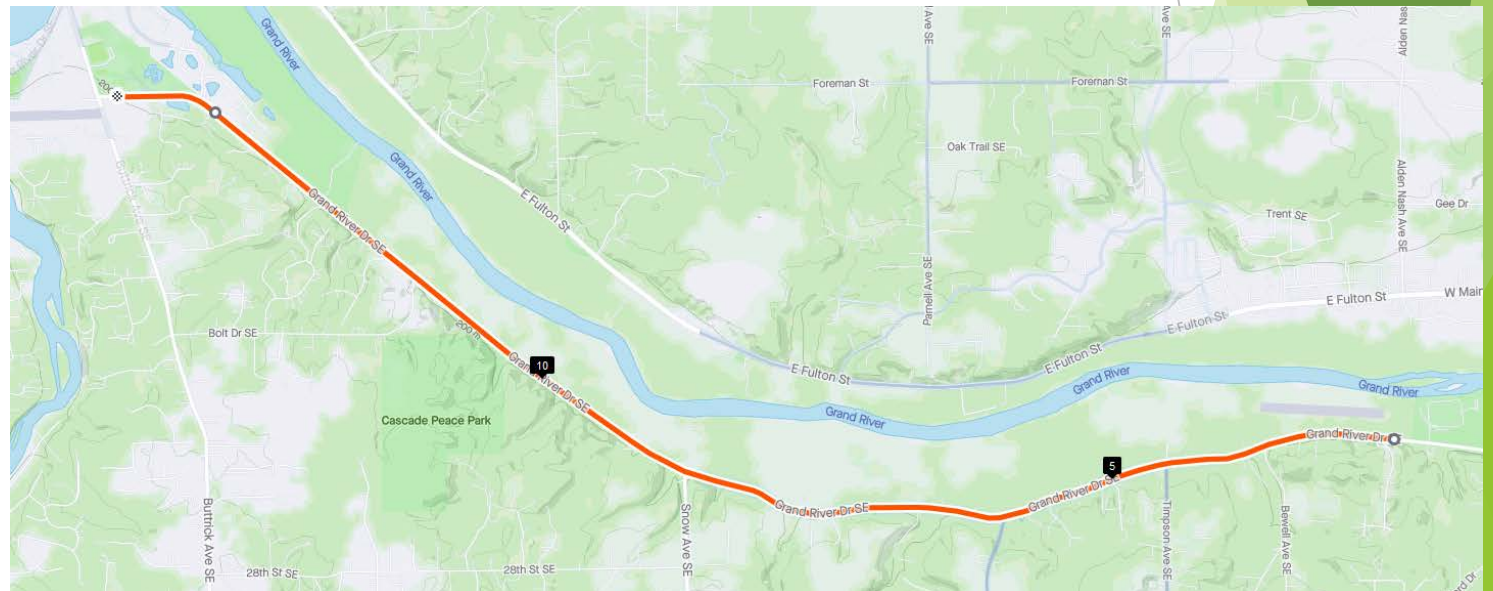


# Bike Course (Saturday)

- ▶ Super Sprint - 10k
- ▶ Sprint - 20k



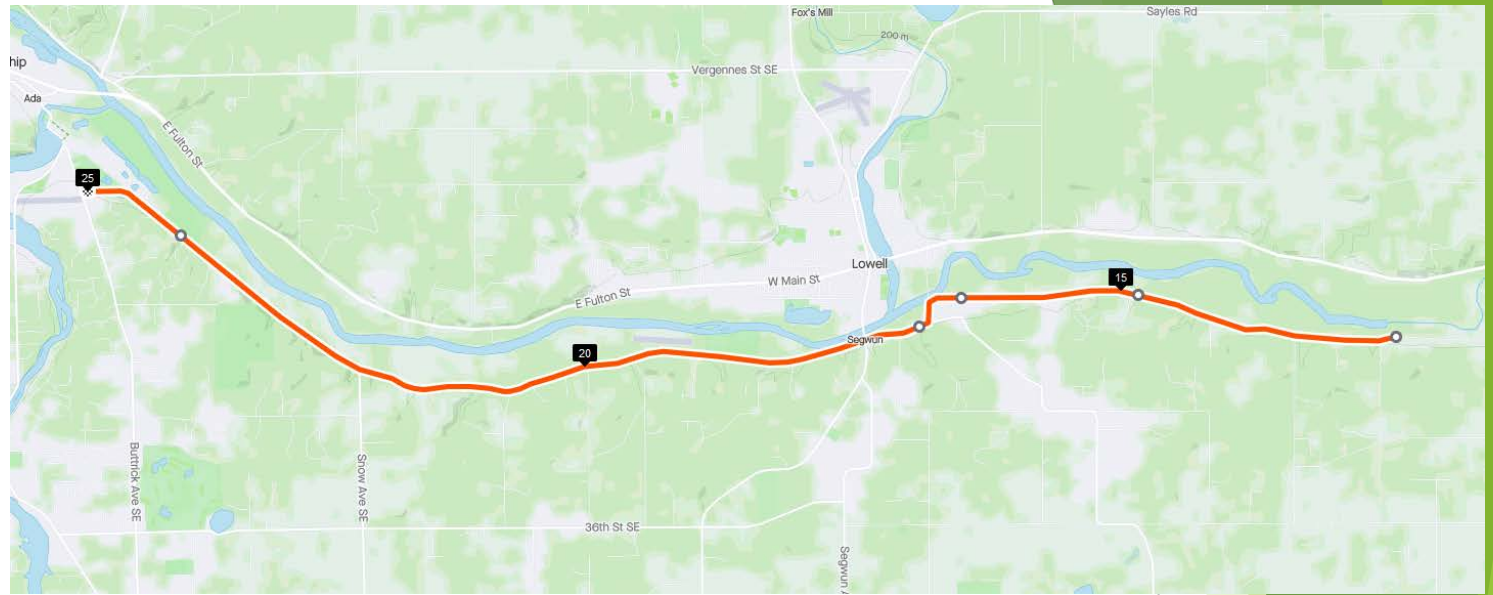
SUPER SPRINT



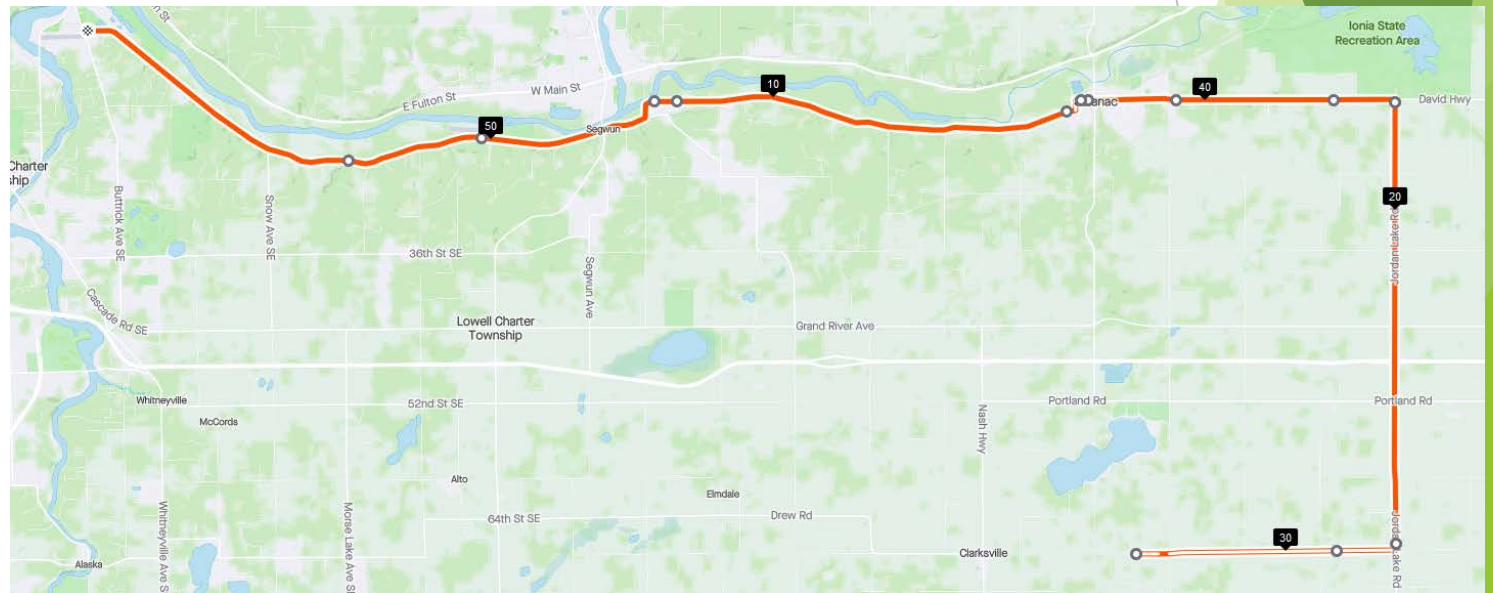
SPRINT

# Bike Course (Sunday)

- ▶ Olympic - 40k
- ▶ Half - 56 miles



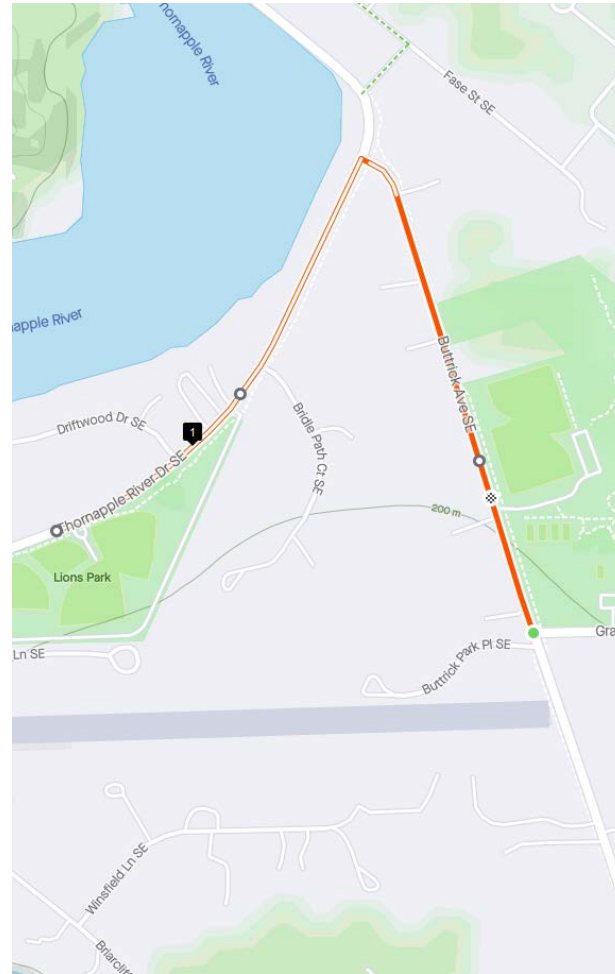
OLYMPIC



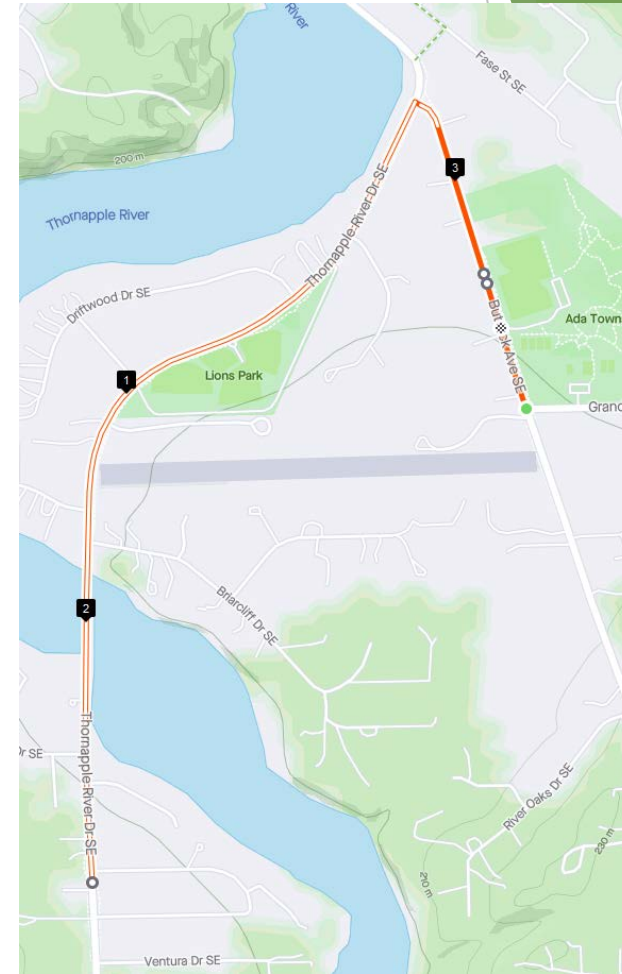
HALF

# Run Course (Saturday)

- ▶ Super Sprint - 2.5k
- ▶ Sprint - 5k



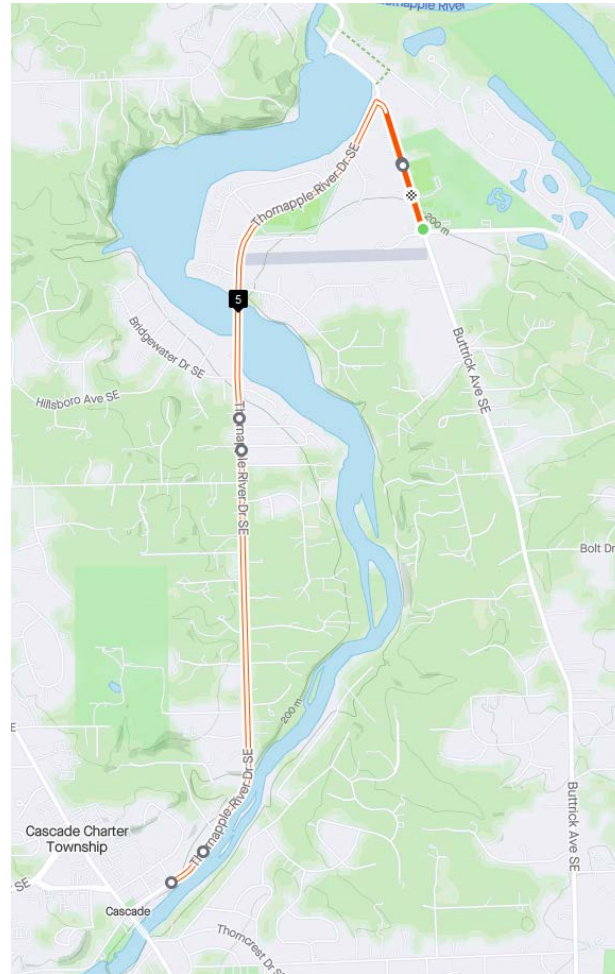
SUPER SPRINT



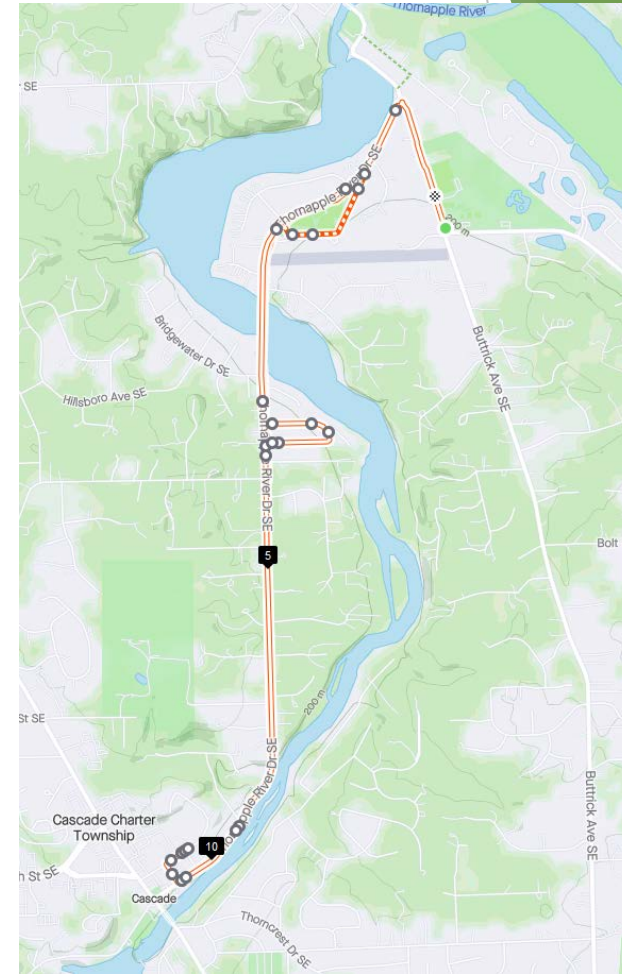
SPRINT

# Run Course (Sunday)

- ▶ Olympic - 10k (1 loop)
- ▶ Half - 13.1 miles (2 loops)



OLYMPIC



HALF



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

**Date:** February 22, 2023  
**To:** Supervisor Lesperance & Cascade Township Board  
**From:** Benjamin Swayze, Township Manager  
**Subject:** Creation of Communication Specialists Position

---

## **FACTS:**

Since 2017 the Township has utilized Sabo PR for communication and public relation services. Sabo came highly recommended to the Township by several other area municipalities and currently does work for the City of Kentwood, City of Wyoming, City of East Grand Rapids, City of Lowell and Plainfield Township among other public and private clients. The Township started with 16 hours per week of in-house services in 2017 and Sabo currently provides an embedded team member for 64-96 hours per month. In addition, the Township has access to a host of other team members and services on an as needed basis based on a fee schedule most recently updated in 2022. The Township has budgeted \$84,000 for this service in FY 2023.

Since the onset of the partnership in 2017, the Township has been served by two in-house Sabo team members and the current Member, Hunter Zuk, has been with the Township since 2019. The Township was recently informed by Sabo PR that Mr. Zuk is receiving a promotion in the Sabo organization, precipitating the need to replace his position should the Township wish to continue the current arrangement.

At the February 8<sup>th</sup> board meeting the Township Board held a discussion related to communication services within the Township. The consensus was that while the partnership with Sabo has served the Township well, the communication program and efforts of the Township has grown to the point where it may be more effective and efficient for the Township to pursue hiring it's own full-time employee to manage the Township communication program. It was noted that this is the process pursued by other are Sabo PR clients, including Plainfield Township and the City of Wyoming whom both transitioned from Sabo PR embedded communication services to their own full-time personnel. It was also discussed that if the solution was pursued, the Township may still need to continue it's relationship with Sabo PR on and as-needed or project basis, a relationship similar to what was recently approved by the Township Board with engineering services

Based on that conversation, a draft job description has been developed for an internal, full-time communication special. This position description was developed in cooperation with Sabo PR staff to ensure it captured the totality of the services currently being offered, and has been reviewed by the Township Human Resources Director. Attached you will find the recommended job description. A more forward-facing position advertisement document will be developed prior to the posting of the position. The position is being recommended for Pay Grade 5, which is similar to other non-management professional positions in the organization and reflects the current market for this skill set. For 2023, the Pay Grade 5 salary range is \$54,534 - \$73,765

Attached for your review is:

- Proposed job description for Communication Specialist position.
- Current agreement with Sabo PR

**ANALYSIS & CONCLUSIONS:**

The Township communication program and strategy has expanded to the point where there is 40 hours' worth of work available. With our current embedded Sabo rep receiving a promotion, the timing appears right for the Township to create a new full-time communication specialist position. The ability to supplement the position with a continued relationship with Sabo PR on an as-needed or project basis will ensure that the Township will still have access to skills and services that may not be available in a singular communications position in the Township.

Should the Township Board approve the position, we are anticipating advertising the position in Late February and March with interviews in late March or early April and onboarding in late April. A transition plan is currently being discussed with the Sabo PR team and they have ensured they will make sure the transition goes as smoothly as possible

**FINANCIAL CONSIDERATIONS:**

The Township allocated \$84,000 for Communication Services in the FY2023 and a portion of this can be reallocated for the new position with the need for a budget amendment unlikely. Depending on the salary that is assigned, an increase for the position (including benefits which typically adds 15% - 25%) may be necessary when the FY2024 budget is prepared.

**RECOMMENDED ACTION:**

To approve the creation of the Communication Specialists position

## CASCADE CHARTER TOWNSHIP

### POSITION DESCRIPTION

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<b>Title:</b>	Communication Specialist
<b>Department:</b>	Administration
<b>Reports to:</b>	Township Manager
<b>Position(s) Supervised:</b>	None
<b>Employment Status:</b>	Full-Time; Exempt
<b>Pay Grade:</b>	5 (\$54,534 - \$73,765 for 2023)

#### **BROAD STATEMENT OF RESPONSIBILITIES:**

Under the direction of the Township Manager, the Communication Specialist is responsible for overseeing and executing the strategic communication programs of the Township. The position develops and applies an understanding of the Township's vision, priorities and goals and works with a diverse group of external and internal stakeholders to develop, plan and implement cohesive short- and long-term communications plans utilizing a variety of integrated media.

#### **ESSENTIAL FUNCTIONS:**

1. Work cooperatively with the Township Manager, Department Heads, Township Board and various Boards, Committees and Commissions to develop and implement effective and cohesive communication strategies.
2. Strategize, develop and execute communication content utilizing a variety of communication media including print, online, social media, video and other forms as appropriate.
3. Design and implement communication campaigns to educate and engage all community stakeholders about the Township and its programs and services.
4. Manage the content and design of the Township's website and social media accounts. Share engaging content in a timely fashion on social platforms. Respond to comments and questions. Work to grow the Township's social media following. Work collaboratively with Township departments to manage content shared to all Township -maintained outlets.
5. Oversee and execute the Township print and e-newsletter program, including managing the call for submittal process, editing submissions for clarity, appropriateness and grammar, selecting photography and graphics, designing the newsletters and managing the production and delivery schedule.
6. Assist with a variety of public relations activities including maintaining effective relationships with key internal and external stakeholders such as staff, Township officials, business and community leaders and other key partners.
7. Lead media relations initiatives for the Township, including developing press releases and media pitches, securing interviews, identifying and preparing subject matter experts for

interviews, sitting in on interviews as appropriate, tracking and sharing media coverage with appropriate stakeholders and correcting errors with the media as needed.

8. Evaluate and analyze the impact and success of the Township's communication strategies and identify and make recommendations on changes to increase the effectiveness of the programs
9. Provide customer service and address routine and non-routine inquiries and complaints made by members of the public in a professional and timely manner.
10. Monitor non-Township communication platforms and develop effective communication strategies to insert the Township voice into external "conversations" and provide factual information as necessary
11. Attend Township Board, Committee and Commission meetings and other meetings, programs and events of the Township as needed. Provide communication to the public and key stakeholders regarding those meetings, programs and events.
12. Identify trends and best practices in communication and advise the Township Manager and Township Board on improvements to Township communication strategies to improve public engagement.
13. Assist with Township-wide and Township Department specific branding strategies and ensure all Township communication is branded appropriately and effectively.
14. All other duties as assigned.

#### **BASIC KNOWLEDGE AND SKILLS:**

1. Knowledge of the principles and practices of effective communications, marketing, branding, advertising, public relations, graphic design, photography, videography and website design.
2. Understanding of social media platforms including Facebook, Instagram and Twitter. Ability to quickly learn additional platforms.
3. Applied understanding of Associated Press style and skill in concise and consistent messaging.
4. Comprehensive understanding of local government services and operations.
5. Skill in project management, including the ability to work collaboratively with a variety of internal and external stakeholders to achieve desired outcomes
6. Expert skills in graphic design required. Skills in photography and videography highly desirable.
7. Expert knowledge in a variety of communication software tools including Microsoft Office, Adobe Creative Suite, HootSuite, Canva, SurveyMonkey, Mailchimp and other related to areas of responsibility. Ability to quickly learn other technology as necessary.

8. Ability to prepare comprehensive, accurate and timely reports, memoranda, letters and responses to requests for information. Proven ability to communicate and present information effectively, both in verbal and written manner, to varied audiences using proper spelling, grammar and punctuation.
9. Skill in crisis management communication and ability to develop cohesive and effective communication under tight deadlines and stressful circumstances
10. Ability to work in a team, possess self-supervising attribute and have a positive, congenial attitude.
11. Ability to critically assess and respond to workplace challenges, problem-solve, and to otherwise work effectively under stress and within deadlines.
12. Ability to respond to public inquiries and internal requests with a high degree of diplomacy and professionalism.
13. Ability to attend meetings scheduled at times other than normal business hours, travel to other locations and respond to emergencies outside of business hours.

**MINIMUM EDUCATION & BACKGROUND:**

- A minimum of three to five years relevant communication experience, preferably in a local unit of government or comparable organization.
- Bachelor's degree in communications, public relations, journalism, marketing, public administration or a related field.
- A comparable combination of education and relevant work experience will be considered.
- Valid State of Michigan driver's license.

**MINIMUM ENVIRONMENTAL EXPECTATIONS:**

- While performing the duties of this job, the employee regularly works in an office setting.
- While performing the duties of this job, the employee may have to work outdoors in all weather conditions and on all types of terrain.

**MINIMUM PHYSICAL EXPECTATIONS:**

- Position requires extensive computer work, telephone work and filing.
- Physical activity that may require bending, stooping, reaching, climbing, kneeling and/or twisting.
- Position requires the ability to push, pull or lift as much as 25 pounds.

**REVIEW AND APPROVAL:**

\_\_\_\_\_

Position Incumbent

\_\_\_\_\_

Date

\_\_\_\_\_

Supervisor

\_\_\_\_\_

Date

*The above is intended to describe the general content of and requirements for the performance of this position. It is not construed as an exhaustive statement of duties, responsibilities, or requirements for the position.*

**Ben Swayze**

---

**From:** Mary Ann Sabo <Maryann@sabo-pr.com>  
**Sent:** Monday, November 15, 2021 8:26 AM  
**To:** Ben Swayze  
**Subject:** SPR rates 2022

Good morning, Ben. Hope you had a good weekend and didn't have nightmares about the pumpkin-deer.

As we prepare to turn the corner into the new year, I want to share the Sabo PR rates increases for 2022. As you may recall, we did not raise our hourly rates this year because of the uncertainty of the pandemic. We've absorbed price increases from our vendors and, like all of you, felt the impact of rising costs for utilities and other goods.

We also have not raised our rates for embedded team members for several years. Earlier this year, Kentwood asked us to sign a five-year contract, which required us to set rates through 2025. Since we have keep our in-house clients aligned, I wanted to share the new embedded rates with you:

Remainder of 2021	\$50/hour
2022	\$55/hour
2023	\$57.50/hour
2024	\$60/hour
2025	\$62.50/hour

To keep our current retainer level of 64 hours per month, the new base rate will be \$3,250. Additional hours from 64-96 will be billed at that hour rates. Should we go over that, we can bill Hunter at the rate for senior associate below.

Beginning Jan. 1, 2022, our new hourly rates for other teams members will be:

Principals	\$185	Travel: \$75
Directors	\$165	\$65
Senior associates	\$150	\$55
Associates	\$125	\$45

Should you need our crisis services, our new rates are:

Principals	\$295	Travel: \$150
Directors	\$250	\$130
Senior associates	\$215	\$110
Associates	\$185	\$90

I'm happy to address any questions you may have. We continue to work to manage our costs while delivering effective communications services that allow you to achieve a return on your investment. It's an honor to be your communications partner.

Mary Ann

Mary Ann Sabo  
616.485.1432 • sabo-pr.com



# Sabo PR

August 26, 2021

Ben Swayze  
Cascade Charter Township  
*Via e-mail*

Dear Ben :

Sabo Public Relations, LLC (the "Consultant") provides various public relations and communications services such as research, strategy, counseling, writing and editing, media relations, marketing communications, employee communications and crisis management services for its clients. We have appreciated the opportunity to serve the Cascade Charter Township (the "Client") by providing ongoing communications support, including an embedded team member since 2017. This letter agreement sets forth the terms under which the Consultant will continue to provide ongoing communications support services (the "Services") to the Client.

For the embedded team member: The Client agrees to utilize a minimum of 64 hours each month at rates to be described below. The Client can use additional hours at this rate, up to a maximum of 96 hours per month. The Consultant and the client will mutually agree upon a start date. In exchange, the Consultant agrees to provide a minimum of 16 hours per week and a maximum of 24 hours per week of embedded communications support.

Embedded rates shall be set at:

Remainder of 2021	\$50/hour
2022	\$55/hour

For additional support: If the Client requests or needs services in excess of 24 hours per week, the excess will be billed at our standard rates, which currently range from \$110-175 per hour for communications services and \$155-250 per hour for crisis and issues management. Rates for 2022 will range from \$125-190 per hour for communications services and \$185-295 per hour for crisis and issues management.

The Client agrees to reimburse the Consultant for all reasonable expenses incurred during the performance of the Services. These expenses include, but are not limited to, Internet research charges, postage, long distance telephone charges, photocopying, printing and other document preparation and duplication services, and expenses for travel requested or approved by the Client. The Client will reimburse the Consultant for these expenses at the Consultant's cost plus 10 percent, which is a reduction in the standard agency markup. The Consultant will obtain the Client's permission before incurring any extraordinary expenses to be reimbursed by the Client.

The Consultant will submit an invoice to the Client monthly for the Services performed and expenses incurred. The Client will pay the invoice amount within 30 days of receipt of the invoice.

The Consultant and the Client will continue the relationship established by this agreement until it is terminated by either party by written notice to the other party or modified by subsequent agreement in writing between the Client and the Consultant. Upon termination of this agreement, the Consultant will stop performing the Services and the Client agrees

to pay for all Services provided by the Consultant and all reimbursable expenses incurred by the Consultant until termination even though such Services provided or expenses incurred since the last invoice may not have been invoiced as of the date of the termination of this agreement.

The Consultant agrees that unless required by law, it will hold in confidence, will not discuss with others, and will not use for any purpose other than performing the Services under this agreement, or as otherwise agreed upon by the Client, any confidential information the Consultant obtains from the Client in connection with performing Services under this agreement.

The Consultant is an independent contractor of the Client and is not and will not be treated as an employee, partner, agent or joint venturer of the Client. Neither party will represent to any third party that the relationship between them is anything other than as set forth in this agreement.

The Client will indemnify, defend and hold harmless the Consultant and the Consultant's members, employees, associates and agents from and against any claim asserted or any lawsuit or other legal action filed by a third party that arises out of or results from the provision of Services under this agreement, including, but not limited to, claims or lawsuits arising out of any inaccurate or incomplete information provided to the Consultant, except to the extent any such claim or lawsuit is directly attributable to the negligence or willful misconduct of the Consultant in providing Services under this agreement.

The Consultant will not be liable to the Client or any other party for any incidental, indirect, special, punitive or consequential damages in connection with or arising out of the performance of this agreement or providing services under this agreement. Neither party may assign its rights under this letter agreement without the prior written consent of the other party.

This agreement sets forth the entire understanding among the parties with respect to its subject matter, supersedes all previous oral or written agreements and understandings on this subject matter between the parties or their respective affiliates. No provision of this letter agreement may be modified or waived except in writing executed by the parties.

Please acknowledge your agreement with the terms of this agreement by signing and returning a copy of it to the Consultant. This agreement may be signed in counterparts.

Best regards,

Mary Ann Sabo, President  
Sabo Public Relations, LLC

Acknowledged and agreed to this **DATE**:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sabo Public Relations, LLC, 100 Grandville Ave. SW, Suite 301 Grand Rapids, MI 49503



**TABULATION OF BIDS**  
**Public Relations/Communications Consultant**  
 Bid Tabulation - Page 1 of 1 - Opened by Carla Kane.  
 Bids due at 10:00 AM on Thursday, August 18, 2016.

BIDDERS	Rec'd on Time?	Exceptions?	Hourly Rate				
			for Year 1	for Year 2	for Year 3	for Year 4	for Year 5
Clark Communications	Y	N	\$125	\$125	\$125	\$125	\$125
JA PR Group			NO BID				
Lambert, Edwards & Associates	Y	N	\$143.75	\$146.63	\$149.56	\$152.55	\$155.60
Sabo PR	Y	N	\$45	\$45	TBD - \$47.50	TBD - \$47.50	TBD - \$50
Seyferth PR	Y	Y	\$78	\$80	\$82	\$84	\$86
Truscott Rossman			NO BID				

End of Bid Tabulation



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids, Michigan 49546

**Date:** February 22, 2023  
**To:** Supervisor Lesperance and Township Board Members  
**From:** Ben Swayze, Township Manager  
**Subject:** Request to Utilize Township Floodway Property

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## **FACTS:**

The Township is in receipt of a request from residents Jason and Kathy Marvin to construct seawall protection on the Township floodway property on the riverbank between the Marvins property, located at 3300 Thorncrest Dr. SE, and the Thornapple River. The Township owns title to all property between the river's edge and the 666' elevation line

The Township has a policy for the use of floodway property by the adjoining property owners. The Policy states that:

*Adjoining private property owners who wish to use the floodway properties for their use and enjoyment must receive approval from the Township Board before they make any land changes to the floodway properties. The following guidelines shall be followed unless modified by the Township Board.*

- (a) No trees or earth moving activities shall be done on the floodway property without the written consent of the Township Board.*
- (b) No trees larger than 2" in diameter shall be removed from the floodway properties. Dead or diseased trees may be removed only after receiving approval by the Township Manager.*
- (c) The use of fertilizers and herbicides is prohibited on the floodway properties.*
- (d) Permanent structures, including decks, patios, basketball courts tennis courts and other similar uses is prohibited on the floodway properties.*

The Marvins are proposing approximately 153 linear feet of seawall shoreline protection utilizing SSP seawall with 2-3' landward returns.

Attached for your review are:

- EGLE Permit Application for the proposed project
- Site Topographic survey and project sketches
- Copy of the *Policies Regarding Township Riverfront/Floodway Properties*

## **ANALYSIS & CONCLUSIONS:**

The request from the Marvins meets the guidelines for approval as set by the Township policies. A cursory review of the project area shows that seawall shoreline protection is a common item on riverfront property within the Township.

Construction in the floodway is governed by the Michigan Department of Environment, Great Lakes and Energy (EGLE). Even with Township permission, the Marvins will need to obtain an EGLE permit before construction can commence. D.K. Construction Inc. has submitted an application to EGLE on behalf of the Marvins, but permission to use Township land for the activities is required before EGLE will process the application

**FINANCIAL CONSIDERATIONS:**

There are no direct financial ramifications of approving the request.

**RECOMMENDED ACTION:**

Approve the request from Jason & Kathy Marvin to construct seawall shoreline protection on Township floodway property adjacent to their property, pending the receipt of an EGLE permit for construction.

# Digital EGLE/USACE Joint Permit Application (JPA) for Inland Lakes and Streams, Great Lakes, Wetlands, Floodplains, Dams, Environmental Areas, High Risk Erosion Areas and Critical Dune Areas

version 1.31

(Submission #: HPP-1KF8-K4B7B, version 1)

## Details

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**Submission ID** HPP-1KF8-K4B7B

**Submission Reason** New

## Form Input

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### Instructions

[To download a copy or print these instructions. Please click this link \(recommended\).](#)

### **The EGLE/USACE "Joint Permit Application" (JPA)**

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#### **READ THOROUGHLY BEFORE STARTING THE FORM**

It is recommended to download a pdf of this page at [www.michigan.gov/jointpermit](http://www.michigan.gov/jointpermit) for reference while filling out the form. Please also refer to this website for additional information regarding this form, including a glossary and other helpful resources on information required to be submitted in this form.

This is the Joint Permit Application (JPA) for construction activities where the land meets the water. This application covers permit requirements derived from state and federal rules and regulations for activities involving:

Wetlands  
Floodplains  
Marinas  
Dams  
Inland Lakes and Streams  
Great Lakes Bottomlands  
Critical Dunes  
High Risk Erosion Areas

This application prevents duplication of state and federal forms for these activities and provides concurrent review under all pertinent state and federal laws. In the case of U.S. Army Corps of Engineers (USACE) jurisdiction, the Michigan Department of Environment, Great Lakes, and Energy will also send a copy of this Joint Permit Application to the USACE for simultaneous processing. The Michigan Department of Environment, Great Lakes, and Energy will provide coordination between state and federal agencies during the application review.

This application form is set up with the following sections to be completed by the applicant (note that it is recommended to gather all this information prior to starting this form):

#### Contact Information:

Applicant, Property Owner(s), Consultant(s), and any other Authorized Representative(s)

Authorizations are required from the property owner for:

- when the applicant is not the owner,
- when there is a consultant/representative for the applicant,
- when spoils disposal locations are not on site,

- when other permissions are necessary based on project specifics and are identified by the form.

**Project Location Information:**

Address, coordinates, and directions to the site, etc.

**Background Information:**

Existing site conditions, other related permits, existing easements/encumbrances, other related application numbers (pre-application meetings, Wetland Identification Program, etc.)

**Permit Application Category and Public Notice Information:**

This section asks what permit application category you believe fits your project. While this is not required to submit the application, knowing this will also help you submit the right permit application fee and avoid a correction request and processing delays.

The choices of permit application categories to select in the form are:

General Permit, \$50 fee (<https://www.michigan.gov/egle/-/media/Project/Websites/egle/Documents/Programs/WRD/Wetlands/General-Permit-Categories.pdf?rev=e7fc28cb17e14c7b821b7595f6aa585d&hash=490A504F4063BC141104F8DDDCAF70AE>)

Minor Project, \$100 fee (<https://www.michigan.gov/egle/-/media/Project/Websites/egle/Documents/Programs/WRD/Wetlands/Minor-Project-Categories.pdf?rev=c0e17657e1484b20afe47010a67a6999&hash=3C83AAE98832042FA83E28328C7C9842>)

Public Notice Individual Permit, range from \$500-\$4,000 depending on type of activity. For High Risk Erosion Areas and Critical Dune Areas fees for Public Notice individual permit applications can range from \$50-\$4000. Additional fees may be applied for some special project requirements such as hydraulic analysis, dam projects, and a special exception application in a critical dune area. See Fee Schedule on website for more information.

Unsure, select this and the permit reviewer will make the determination on permit type after the application is submitted based on the project details. However, some fee is required to be submitted with the application. If an additional fee is required, the Michigan Department of Environment, Great Lakes, and Energy will send a correction request that will show the remaining amount required. The application will not be considered complete without the proper fee.

Adjacent Landowner contact information for Public Notice projects is required by law. This includes any parcels touching the project parcel and parcels across the street.

**Project Description:**

Information on the Proposed Use and Purpose of the project (who and what the project is intended for and why is it needed). This includes a written summary of the project as well as a list of project uses and types to select from as follows:

**Project Use Selections:**

Private  
Commercial  
Public/Gov/Tribal  
Federal/State funded  
Non-Profit  
Other

**Project Type Selections:**

Agriculture  
Airport  
Development- Condo/ Subdivision/Residential  
Development-Commercial/ Industrial  
Drain-County  
Drain-Private  
Drawdown  
Lake, Drawdown  
Wetland Forestry  
Landfill  
Marina/Mooring Facility  
Marine Railway  
Mining-Mineral,  
Mining-Sand and Gravel  
Private Residence  
Restoration-Wetland  
Restoration-Stream  
Transportation  
Septic System Surveying or Scientific Measuring Device  
Utility-Electrical, Fiber optic  
Utility-Oil and gas pipelines  
Utility-Sewer/water line

## Other

Construction Details including sequencing, timeframes, SESC measures, etc.

Alternatives Analysis detailing all options considered and why this is the least impactful feasible and prudent proposal. The depth of this analysis is typically commensurate with the size and purpose of the project and at minimum should include variables such as alternate locations (including other properties), configurations and sizes (layout and design), and methods (construction technologies), and other constraints (local regulations, resource issues). Discussion should also include why the do nothing alternative is not feasible or prudent.

### Project Compensation:

Narrative of how proposed impacts will be compensated (mitigated or other minimization measures), including amount, location, and method; or why mitigation should not be required. This can be traditional mitigation and/or other techniques used to minimize overall loss of functions.

Resource and Activity Type. This section is intended to determine what additional sections of the application are generated (as seen on the left side of the screen) for further information gathering. This includes questions regarding what Resource feature is involved (e.g., wetland, stream, floodplain, pond, dam, critical dune, etc.) and if there are identified Special Activities (i.e., activities requiring a specific series of questions to be answered). Be sure to choose all that apply to your project. If your activity is not listed, choose None of the Above and move on to the next question. More specific activity questions will appear later based on the resource section answers.

Resource Information and Impacts Sections (Multiple Sections). These are a series of sections that will appear on the left side of the screen based on your answers to the Resource and Activity Types section. You will input further information on the existing resources to be impacted (e.g., wetland type, permanent or temporary impact, water elevation data, drainage area, etc.) and all proposed Project Activities with their Dimensions (e.g., length, width, depth, square footage). For example, when Wetland is selected as a resource that your project will involve, a Wetland Project Information and Impacts section will appear on the left side of the screen that includes questions specific to gathering information about the wetland.

For projects including Floodplains, Marinas, Dams, Critical Dunes, or High Risk Erosion Areas individual sections will appear on the left side of the screen that include different sets of specialized questions as required by those programs. These sections do not share a specific format. Help tips will guide you in filling out these sections.

For projects including wetlands, ponds, inland lakes, streams, or the Great Lakes resources, individual sections will appear on the left side of the screen that are similar in format to each other. Each of these resource sections asks initial general information and then has additional questions regarding the Types of Activities proposed for each resource. The outline for these resource activity impacts questions is Activity Type, Dimensions Table, and Special Questions.

There are four overall Types of Activities groups for wetlands, ponds, inland lakes, streams or the Great Lakes:

Fill Activities

Dredge Activities

Structure Activities

Other Activities

Under each of these Types of Activity questions, specific activity lists will be shown that are typical for that type (fill, dredge, structure, other) and resource (wetland, lake, stream, etc). Follow these steps to accurately fill out the Activity Type Questions:

1. Start with the Fill question and choose any activities on the list that is included in your project. If your activity is not shown, then select None of the Above and move to the next question.

2. When you select an activity listed under Fill, Dredge, Structure, or Other, a dimensions table will appear under that question. This table is where you enter EACH activity OF THE TYPE YOU SELECTED and associated dimensions. Be sure that all the activities you selected are also listed in the table with the dimensions. Multiple activities covering the same footprint may be combined on one line in the table (for example, riprap on slopes of driveway fill can be entered on the same impact dimensions line and does not necessarily need to be broken out).

3. Continue to answer the Activity Type questions (Fill, Dredge, Structure, Other) until all have been answered with either a specific Activity listed under that Type or None of the Above. If you did not find your activity in any list then select Other, Other and provide a description of your activity in the space that appears. Please be as descriptive as possible.

Proposed mitigation questions may appear within specific resource types sections based on your answers. Enter any proposed mitigation in the appropriate section (wetland, stream, etc.) and if no mitigation is proposed you must provide commentary with an explanation as to why it is not required. Mitigation plans according to the mitigation checklist ([link](#)) are required for a complete application. When mitigation is proposed be sure to also select mitigation in the Permit Application Type section under the second question.

In the above sections, uploads will be prompted as required by the answers to questions. These should be uploaded in these location (ex, mitigation plans should be uploaded in the mitigation section). Please do not wait to upload one large document

with all plans combined at the end. Note that each individual upload is limited to 10M.

#### Upload of Proposed Site Plans.

Any plans or explanatory narratives not requested in previous sections should be uploaded in this section. Construction Plans including overhead view, cross sections, and profiles showing each impact either to-scale or with dimensions are required and typically would be uploaded here. Plan labels should correspond with labels entered in the form for each activity selected. The application will not be complete without the proper site plans. If drawings are not received with all required dimensions and resources identified, then the Michigan Department of Environment, Great Lakes, and Energy will send a correction request and your application processing will be delayed. However, please limit drawings, plans, and narratives submitted to the items necessary for permit review. For example, entire bid package documents and CAD drawings are often not helpful for permit review and may cause delays from wading through extraneous information. Plans, profiles and cross sections specific to the resource impacts are the most helpful.

#### Review:

This section allows you to see the entire form with the answers you entered. Please review for accuracy prior to hitting the submit button. A print option is provided on this screen (print to PDF is recommended). Once the application is submitted you may not make changes to it until the application has been assigned to a staff person.

#### Certify & Submit:

This is the final section of the application form. The **Submit Form** button selection certifies that all information in the application is true and accurate and that you have the authority to apply for the permit as indicated. This application will become part of public record.

We recommend that you have the above information ready prior to starting this application. You will be able to save in-progress applications and come back later, but all required uploads and questions are necessary before the system will allow submittal of the application. Some sections of this application form load faster than others depending on the complexity of the questions. Thanks for your patience while you work through the application. For assistance with this form visit: <https://www.michigan.gov/jointpermit>

[Click here for additional information on maps, drawings, and other attachment](#)

## Contact Information

### Applicant Information (Usually the property owner)

<b>First Name</b>	<b>Last Name</b>	
Jason & Kathleen	Marvin	
<b>Organization Name</b>		
NONE PROVIDED		
<b>Phone Type</b>	<b>Number</b>	<b>Extension</b>
Mobile	616-490-1008	
<b>Email</b>		
NONE PROVIDED		
<b>Address</b>		
3300 Thomcrest Dr SE		
Grand Rapids, MI 49456		

### Is the Property Owner different from the Applicant?

No

### Has the applicant hired an agent or cooperating agency (agency or firm assisting applicant) to complete the application process?

Yes

### Upload Attachment for Authorization from Agent

[AgencyLtrMarvin.pdf - 11/08/2022 10:16 AM](#)

#### Comment

NONE PROVIDED

## Agent Contact

**First Name**    **Last Name**  
Lewis            *Alexander*

**Organization Name**  
*D.K. Construction, Inc*

Phone Type	Number	Extension
Business	6164740970	
Mobile	16167958667	

**Email**  
lewis.dkconstruction@gmail.com

**Address**  
346 W 15th St  
Holland, MI 49423

**Are there additional property owners or other contacts you would like to add to the application?**  
No

## Project Location

**DEQ Site Reference Number (Pre-Populated)**  
9001628188046594330

**Project Location**  
42.9049063,-85.49432709999999

**Project Location Address**  
3300 Thorncrest Dr SE  
Grand Rapids, MI 49456

**County**  
Kent

**Is there a Property Tax ID Number(s) for the project area?**  
Yes  
**Please enter the Tax ID Number(s) for the project location**  
41-19-16-426-022

**Is there Subdivision/Plat and Lot Number(s)?**  
No

**Is this project within Indian Lands?**  
No

**Local Unit of Government (LUG)**  
Cascade Township

**Directions to Project Site**  
See map

## Background Information

**Has the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or United States Army Corps of Engineers (USACE) conducted a pre-application meeting/inspection for this project?**  
No

**Has the EGLE completed a Wetland Identification Program (WIP) assessment for this site?**  
No

Environmental Areas are coastal wetlands on the shorelines of the Great Lakes. Enter this number only if a designated Environmental Area is in the proposed project area. Environmental Areas are designated locations along the Great Lakes shoreline. If you don't know whether there is an environmental area within the project area, leave blank. Additional information on Environmental Areas can be found by clicking the following link:

[Click Here for Link](#)

**Environmental Area Number (if known):**

NONE PROVIDED

**Has the United States Army Corps of Engineers (USACE) completed either an approved or preliminary jurisdictional determination for this site?**

No

**Were any regulated activities previously completed on this site under an EGLE and/or USACE permit?**

No

**Have any activities commenced on this project?**

No

**Is this an after-the-fact application?**

No

**Are you aware of any unresolved violations of environmental law or litigation involving the property?**

No

**Is there a conservation easement or other easement, deed restriction, lease, or other encumbrance upon the property?**

No

**Are there any other federal, interstate, state, or local agency authorizations associated with this project?**

No

## **Permit Application Category and Public Notice Information**

### **Project Category Selection:**

The Permit Application Category you apply under is dependent on the type and scope of activities you are undertaking and the resources affected. There is a three-tier permitting process to aid in expediting permits for regulated activities that occur on wetlands, inland lakes and streams, and the Great Lakes (Parts 301, 303, and 325): General Permit, Minor Project, and Individual Permit.

Additionally, Minor Project categories exist for floodplains under the authority of Part 31.

General Permit and Minor Project categories generally meet specific Best Management Practices criteria that have been shown to minimize impacts to resources if followed correctly. If you select a General Permit or Minor Project Category you must select the specific category(ies) that your project fits under. Any project that does not fit a General or Minor Category are Individual Permit projects. All projects in Critical Dunes, High Risk Erosion Areas, or Dam Safety projects will be Individual Permit Projects.

### **Indicate the type of permit being applied for.**

Individual Permit for all other projects

**This type of permit application requires that you include contact information for the adjacent landowners to this project. If you are only entering in a small number of bordering parcel owners contact information, please select "Enter list of recipients". If there is a rather large number of affected property owners such as a project that significantly affects lake levels, please upload a spreadsheet of the property owners. Please include names and mailing addresses.**

Enter list of recipients.

**This project may require public noticing. Please list the adjacent landowners to the project, along with any of the others that may apply:**

Contact Type	Contact Person	Mailing Address	City	State	Zip Code
Adjacent Landowner	Frances S Newby	3298 Thomcrest Dr SE	Grand Rapids	MI	49456
Adjacent Landowner	Mar E Schaff	7100 Cascade Rd SE	Grand Rapids	MI	49456

[Link to General Permit Categories with Descriptions](#)

[Link to Minor Permit Categories with Descriptions](#)

[Link to Minor Project Category descriptions for Floodplain Only projects \(See R323.1316\)](#)

## **Project Description**

**Project Use: (select all that apply - Private, Commercial, Public/Government/Tribal, Receiving Federal/State Transportation Funds, Non-profit, or Other)**

Private

**Project Type (select all that apply):**

Private Residence

Please enter your answers in the text box for the next four questions. If you have a long description, please use the document upload at the end of the section. Please make every effort to enter your information directly into the application text boxes. If the answer is in an attachment, please identify that in the text box below.

**Project Summary (Purpose and Use): Provide a summary of all proposed activities including the intended use and reason for the proposed project.**

Install 153 LF of SSP with 2 - 3' landward returns. Purpose is to prevent further bank erosion. Drive line will be 6" above the water surface of 633.0 IGLD85. Use for the private use of the applicant,

**Project Construction Sequence, Methods, and Equipment: Describe how the proposed project timing, methods, and equipment will minimize disturbance from the project construction, including but not limited to soil erosion and sedimentation control measures.**

SSP. All work to be done from a barge and crane.

**Project Alternatives: Describe all options considered as alternatives to the proposed project, and describe how impacts to state and federal regulated waters will be avoided and minimized. This may include other locations, materials, etc.**

Discussed rip rap and bioengineering but decided the SSP a better solution due to the steepness of the bank.

**Project Compensation: Describe how the proposed impacts to state and federal regulated waters will be compensated, OR explain why compensatory mitigation should not be required for the proposed impacts. Include amount, location, and method of compensation (i.e., bank, on-site, preservation, etc.)**

No compensation

**Upload any additional information as needed to provide information applicable to your project regarding project purpose sequence, methods, alternatives, or compensation.**

NONE PROVIDED

**Comment**

NONE PROVIDED

## **Resource and Activity Type**

**Important! Answer all questions completely. Properly identifying your project in this section generates the proper application sections. Incomplete applications will require corrections before they can be fully processed.**

**SELECT THE ACTIVITIES from the list below that are proposed in your project (check ALL that apply). If you don't see your project type listed, select "Other Project Type". These activities listed require additional information to be gathered later in the application.**

Shore Protection such as Seawalls, RipRap, and Bioengineering

**The Proposed Project will involve the following resources (check ALL that apply).**

Stream or River

## **Major Project Fee Calculation Questions**

**Is filling of 10,000 cubic yards or more proposed (cumulatively) within wetlands, streams, lakes, or Great Lakes?**

No

**Is dredging of 10,000 cubic yards (cumulatively) or more proposed within streams, lakes, or Great Lakes? (wetlands not included)**

No

**Is new dredging or adjacent upland excavation in suspected contamination areas proposed by this application?**

No

**Is a subdivision, condominium, or new golf course proposed?**

No

## **Stream Project Information (1 of 1)**

### **Stream Information**

This section is for entering information regarding the impacts to a stream only. Do not input information that pertains to other resources (inland lakes, Great Lakes, floodplains, etc.).

If there are multiple streams associated with the project impacts, or different Ordinary High Water Mark (OHWM) elevation data on the stream reach, provide the information in duplicate stream project information tabs by clicking on DUPLICATE at the top right or bottom of this screen.

Elevation data must include a description of the reference point or benchmark used and its corresponding elevation. If elevations are from still water provide the observation date and water elevation. Include information in this section only as it pertains to proposed project activities in regards to impacts to streams.

This section is for entering information regarding the impacts to Streams only. Do not input information that pertains to other resources (Great Lakes, streams, floodplains, etc.).

Elevation data must include a description of the reference point or benchmark used and its corresponding elevation. If elevations are from still water provide the observation date and water elevation. Information provided in this section should pertain only to proposed activities in regards to Inland Lake impacts.

An OHWM can be determined by either surveyed information or through measurements taken in reference to a static benchmark such as an observed water level or base of a tree, etc. The following information indicates how to determine the OHWM in different situations:

OHWM for Inland Lakes (Part 301) is the line between upland and bottomland identified by the presence of a distinct change in character of the land caused by successive changes in water levels.

In Section 10 regulated waters, the U.S. Army Corps of Engineers (USACE) regulates activities below the USACE Great Lakes OHWM elevation.

See EGLE's YouTube Series for OHWM video tutorials, and the sample OHWM drawing for more information.

[Determining the Ordinary High Water Mark \(OHWM\) - Video](#)

**Please provide a name for the stream, river, channel:**

Thomapple River

**Stream Water elevation reference\* (show elevation on plans with description):**

Other: IGLD85

**Ordinary High Water Mark (OHWM) elevation (feet):**

663.0

**Date of observation (M/D/Y)**

11/08/2022

**What length (feet) does the project activity(ies) extend waterward of the OHWM?**

0

**What length (feet) does the project activity(ies) extend landward of the OHWM?**

.5

**Is the drainage area upstream of the proposed project area greater than 2 sq. miles?**

Yes

What is the the width (feet) of the stream where the water begins to overflow its banks. This is called the Bankfull width.

540

Will a turbidity curtain be used during the proposed project?

No

If there are multiple streams associated with the project impacts, or different Ordinary High Water Mark (OHWM) elevation data on the stream reach, provide the information in duplicate stream project information tabs by clicking on DUPLICATE or ADD NEW below. This adds a new section where you will enter the information about additional project impacts.

## Inland Lakes, Great Lakes and Stream Impacts (1 of 1)

### PLEASE READ

This section will collect information regarding Inland Lakes, Great Lakes, and Streams impacts and activities only. The initial questions are related to which waterbody the impacts pertain to. When there are multiple waterbodies (e.g., some impacts are on an inland lake and some impacts are on a stream), fill out a DUPLICATE tab for each waterbody impacted. For each waterbody, questions will be asked regarding the proposed activities. Proposed Activities questions are grouped into Fill, Dredge, Structures, Other and are only for the impacts related to these groups. Click [HERE](#) for more information on the Inland Lakes and Streams Protection Program.

[Link to information on Inland Lakes and Streams Permitting](#)

The following impact description applies to: (select only one at a time, duplicate this entire section if there are impacts to multiple waterbody types):

Stream

#### Linear feet of stream affected by your project

Category	Affected linear feet (ft)
Permanent	153
Temporary	0
	Sum: 153

The following questions gather information on the specific Types of Activities your project includes that will impact INLAND LAKES, STREAMS, AND GREAT LAKES. There are four overall Types of Activities: Fill, Dredge, Structure, and Other. Under each of the Activity Type questions, specific activity lists will be shown. If the activity is not shown in the list given, select None of the Above and move to the next question. When you select an activity under Fill, Dredge, Structure, or Other, a table will appear under that type. Only enter the dimensions of the activity that are within INLAND LAKES, STREAMS, or GREAT LAKES. Multiple activities covering the same footprint may be combined on one line in the table. Continue to answer the Activity Type questions (Fill, Dredge, Structure, Other) until all have been answered with either a specific Activity listed under that Type or None of the Above. If you did not find your activity in any list then select Other, Other and provide a description of your activity.

Select from the following list all Fill Activities (select all that apply to this waterbody impacted):

No fill

Activities Involving Dredging or Excavation: Select from the following list for Excavation/Dredge Activities (select all that apply to this waterbody impacted):

No Dredging/Excavation Proposed

If your project includes STRUCTURES then select all of the proposed activities in the following list. If your activity is not shown, then select None of the Above and move to the next question. Only enter an impacted area in one of the impact tables (do not duplicate impact entries):

Seawall New

Projects involving Structures constructed below the Ordinary High Water Mark:

Activity	Length (feet)	Width (feet)	Depth (feet)	Area (square feet)	Volume (cubic feet)	Volume (cubic yards)	Corrected value for complex impact AREAS (square feet)
SSP seawall	153	1	0	153	0	0	NONE PROVIDED
SSP returns (2)	6	1	0	6	0	0	NONE PROVIDED
				Sum: 159	Sum: 0	Sum: 0	Sum: NaN

If your project includes Other Activities not listed in this section, then select from the proposed activities in the following list. If your activity has not been listed in this Section, then select **Other** and enter a description of your activity. Only enter an impacted area in one of the impact tables (do not duplicate impact entries). If you selected a Fill, Excavation/Dredging, or Structure activity above in this section, but do not have an activity listed as Other, then select None of the Above for this question.

None of the above

Does the proposed project include mitigation?

none

If there are multiple waterbodies associated with the project impacts, or different Ordinary High Water Mark (OHWM) elevation data on the waterbody, provide the information in duplicate stream project information tabs by clicking on DUPLICATE or ADD NEW below. This adds a new section where you will enter the information about additional project impacts.

### Shore Protection Project such as Seawalls, RipRap, or Bioengineering

Select all that apply to your project.

Seawall - new or replacement

Is a cumulative length of seawalls, bulkheads, or revetments of 500 feet or more in length proposed?

No

Is the proposed structure going to extend 150 feet or more into a lake or stream?

No

Distance from the project to the adjacent property lines

Distance from property line to the left (feet)	Distance from property line to the right (feet)
0	0

Distance of project from an obvious fixed structure (example - 50 ft from SW corner of house)

East starting point 8' east of existing dock

Will any existing structures be removed as part of this project including walls or any other structure?

No

#### SEAWALL

Is the seawall new, repair, or replacement?

New

Is toe stone proposed along the entire wall?

No

Please Describe.

Drive line above the OHWM

Does the proposed toe stone have a slope equal to or gentler than 1-foot vertical to 2-feet horizontal?

No

Please Describe.

No toe stone proposed

## Upload of Proposed Site Plans

### REQUIRED Application, maps, and drawings:

- \*Overall Project Site Plan
- \*Cross-Sectional Drawings

For Part 315 Dam Safety applications attach detailed signed and sealed engineering plans for a Part 315 dam repair, dam alteration, dam abandonment, or dam removal.

[Examples site plan and cross-sectional drawings](#)

[For additional information on maps, drawings, and other attachments visit michigan.gov/jointpermit](#)

**Required on all Site Plan uploads. Please identify that all of the following items are included on your plans that you upload with this application.**

Site Plan Features	Existing and Proposed Plan Set
Scale, Compass North, and Property Lines	Yes
Fill and Excavation areas with associated amounts in cubic yards	N/A
Any rivers, lakes, or ponds and associated Ordinary High Water Mark (OHWM)	Yes
Exterior dimensions of Structures, Fill and Excavation areas associated with the proposed project	Yes
Dimensions to other Structures and Lot Lines associated with the project	Yes
Topographic Contour Lines from licensed surveyor or engineer when applicable	N/A

### Upload Site Plans and Cross Section Drawings for your Proposed Project

[PlanViewMarvin.pdf - 11/08/2022 10:38 AM](#)

[CrossSeawallMarvin.pdf - 11/08/2022 10:38 AM](#)

#### Comment

NONE PROVIDED

### Additional Required and Supplementary Documents

[SurveyMarvinThorncrest.pdf - 11/08/2022 10:38 AM](#)

[image.jpeg - 11/08/2022 10:39 AM](#)

[DroanShot.jpg - 11/08/2022 10:39 AM](#)

#### Comment

NONE PROVIDED

## Fees

The application fee identified in this section is a calculation based on answers to the questions in this application. This calculation is an estimate of the total fee and will be reviewed by the application processor to determine if any additional fees are required for a complete application.

Individual Permit Fee:
+\$500.00

### Total Fee Amount:

\$500.00

### Is the applicant or landowner a State of Michigan Agency?

No

**Plan View**

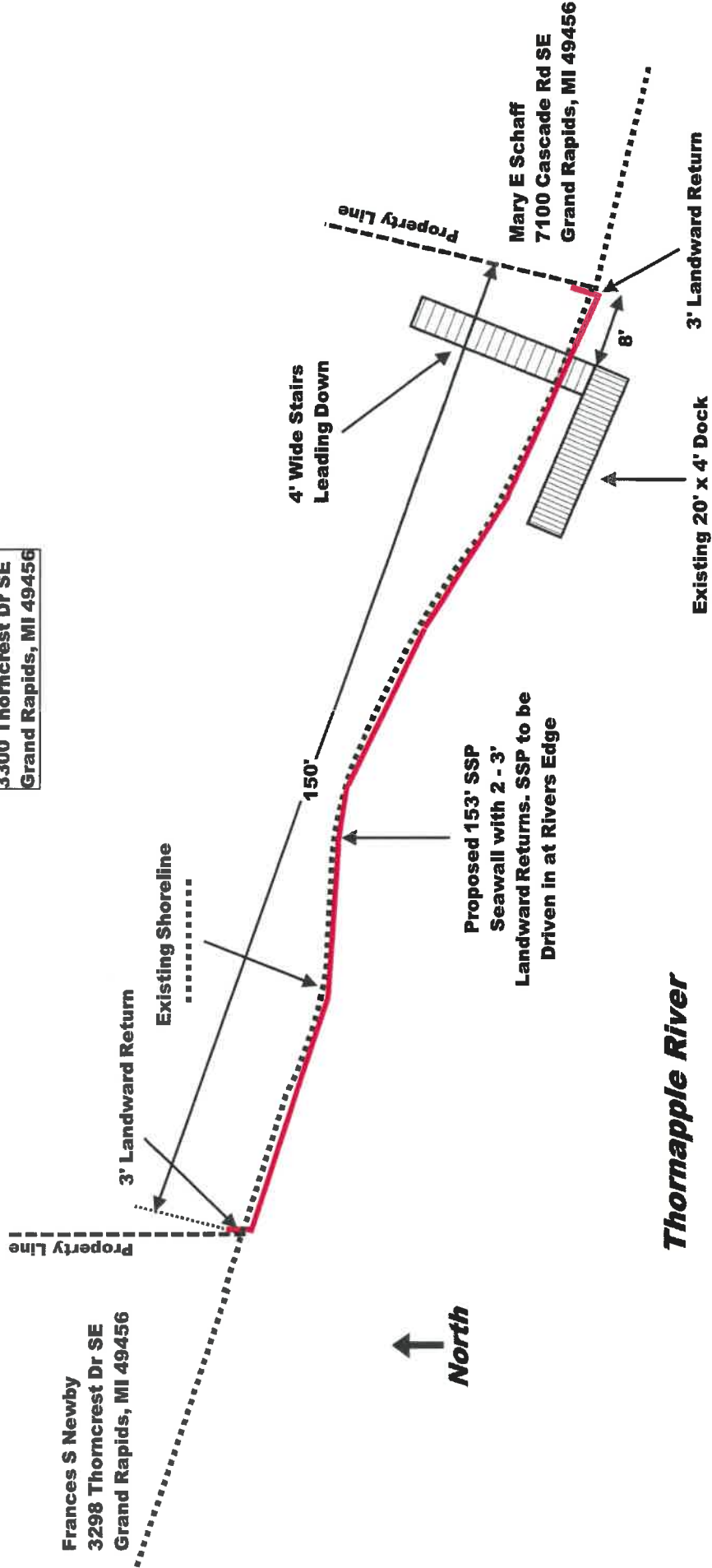
**Applicant: Jason & Kathy Marvin**  
**Agent: D.K. Construction, Inc.**  
**County: Kent**  
**Body of Water: Thornapple River**  
**Date: November 8, 2022**

**Applicant**

**Jason & Kathy Marvin**  
**3300 Thorncrest Dr SE**  
**Grand Rapids, MI 49456**

**Frances S Newby**  
**3298 Thorncrest Dr SE**  
**Grand Rapids, MI 49456**

**Mary E Schaff**  
**7100 Cascade Rd SE**  
**Grand Rapids, MI 49456**

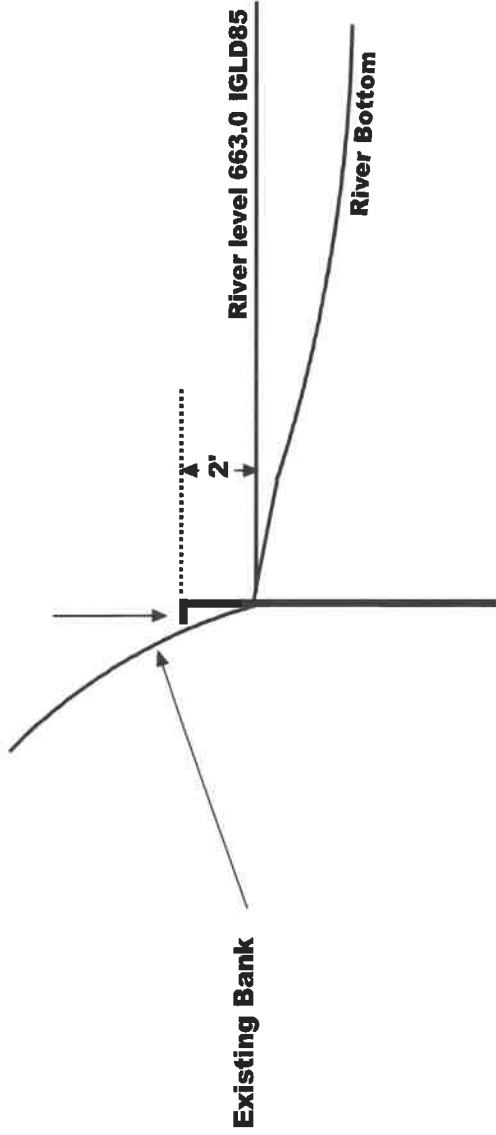


**Cross Section**

**Applicant: Jason & Kathy Marvin  
Agent: D.K. Construction, Inc.  
County: Kent  
Body of Water: Thornapple River  
Date: November 8, 2022**



**Proposed 153' SSP  
With 2 - 3' Landward  
Returns**









**Policies Regarding Township Riverfront / Floodway Property**  
(adopted June 26, 1996)

Township - owned riverfront property that is part of the floodway for the Cascade Dam may be used by the adjoining private property owners subject to the following conditions:

1. The floodway properties may not be developed in a manner that is contrary to the "established and prevailing neighborhood standards" of the area in which the subject property is located. For the purposes of this policy, "established and prevailing neighborhood standards" is defined as the accepted yard and lawn maintenance practices of all property within 500 feet of the subject property in question.
2. Adjoining private property owners to the floodway properties shall not prevent township officials or its citizens from walking on the floodway properties. (This statement is not meant in any way to allow township officials and its citizens the right to trespass on private property to gain access to these floodway properties.)
3. The construction of docks for watercraft on the floodway properties is permitted provided the dock is lawfully constructed in accordance with the laws of the State of Michigan and with all ordinances of the township.
4. Adjoining private property owners who wish to use the floodway properties for their use and enjoyment must receive approval from the Township Board before they make any land changes to the floodway properties. The following guidelines shall be followed unless modified by the Township Board.
  - (a) No trees or earth moving activities shall be done on the floodway property without the written consent of the township board.
  - (b) No trees larger than a 2- inch diameter shall be removed from the floodway properties. Dead or diseased trees may be removed only after receiving approval by the Township Manager.
  - (c) The use of fertilizers and herbicides is prohibited on the floodway properties.
  - (d) Permanent structures, including decks, patios, basketball courts, tennis courts and other similar uses is prohibited on the floodway properties.



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids, Michigan 49546

**Date:** February 22, 2023  
**To:** Supervisor Lesperance and Township Board Members  
**From:** Ben Swayze, Township Manager  
**Subject:** Assignment of Lease – 6896 Cascade Road

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## **FACTS:**

The Township has received a request from the current lessee of 6896 Cascade Road (commonly known as Tuffy) to allow the assignment of the lease to Mavis Discount Tire. The Township/DDA purchased this property in 2020 and as part of the purchase inherited a lease for the current tenant. The initial lease began in March 2017 and ran for 5 years through February 2022. There were two additional 5-year lease extensions (available at the sole discretion of the tenant) which extend the lease through February 2027 and then again through February 2032. The tenant has enacted both extensions, though there are questions about whether the second extension is eligible to be enacted yet. Currently the Township/DDA collects just shy of \$75,000 per year in rent, though that will increase in March 2023.

Attached for your review are:

- Lease for 6896 Cascade Road
- Extension of Lease notice from current tenant

## **ANALYSIS & CONCLUSIONS:**

Section 10 of the lease addresses the assignment/subletting of the lease. Township legal counsel has reviewed the lease language, as well as the financial statements from the proposed new lessee/tenant, and will be in attendance at the meeting to inform the Township Board of what it's options are. It should be noted that this discussion is not eligible for closed session under the Open Meetings Act, therefore the Township Board should be discreet in discussing any negotiation strategy.

## **FINANCIAL CONSIDERATIONS:**

The Township/DDA currently collects approximately \$75,000 per month in rent on the building, which is adjusted annually each March based on the CPI-U index for the previous year. The building was purchased by the DDA utilizing an installment purchase agreement, and there are currently \$675,276 in principal and interest payments remaining through 2029.

## **RECOMMENDED ACTION:**

Provide direction to Township staff and legal counsel regarding the potential assignment of the lease at 6896 Cascade Road

## *Notice of Lease Extension*

March 4, 2020

Robert Beahan Township Supervisor  
Ben Swayze Township Manager  
Cascade Township  
2865 Thornhills Avenue, S.E.  
Grand Rapids, Michigan 49546-7192

Sent Via Email to:

[rbeahan@cascadetwp.com](mailto:rbeahan@cascadetwp.com)  
[bswayze@cascadetwp.com](mailto:bswayze@cascadetwp.com)

Via Email Copies to:

Steve Peterson at [speterson@cascadetwp.com](mailto:speterson@cascadetwp.com)  
Sandra Korhorn at [skorhorn@cascadetwp.com](mailto:skorhorn@cascadetwp.com)  
Todd A. Schaal [todd@estesgroup.com](mailto:todd@estesgroup.com)

Whereas F&F Services Centers, Inc. ("Tenant") is the Tenant via a written lease of real property commonly known as 6896 Cascade Road, Grand Rapids, Michigan 49546 and Cascade Township purchased said real property in 2019 from S & R SERVICE CENTERS, INC., as Landlord, with Cascade Township ("Landlord") assuming the rights and responsibilities of Landlord upon the close.

Further, in Article 2 of said Lease there are two (2) lease extension options of five (5) years each subject to Tenant providing Landlord not less than one hundred and eighty (180) days written notice prior to the expiration of the term then in effect, of Tenant's desire to so extend the term of the Lease.

Now therefore, Tenant hereby gives Landlord notice and extends the term of the lease for both options and ten (10) years .

Tenant:

F&F Service Centers, Inc.

By   
Nelson H. Farlin - President

## LEASE

THIS LEASE is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 between **S & R Service Centers, Inc.**, a Michigan corporation, whose address is 1899 Forest Park Road, Norton Shores MI 49441 ("Landlord") and **F & F Service Centers, Inc.**, a Michigan corporation, whose address is 835 Canterbury SW, Wyoming, Michigan 49509 ("Tenant").

**1. Demise.**

Landlord is the owner of real property located at 6896 Cascade Road, Cascade Township, Michigan 49546. Landlord LETS AND LEASES to Tenant, and Tenant HIRES AND LEASES from Landlord, at rents and under the terms and conditions set forth in this Lease. The Leased Premises contains approximately 3,956 square feet (the "Premises").

**2. Term and Options.**

The initial term of the Lease shall be for a period of five (5) years, commencing on March 1, 2017 (the "Commencement Date"), and ending on February 28, 2022 (the "Expiration Date"), unless sooner terminated as provided herein ("Initial Term").

If this Lease is in full force and effect and Tenant has not to the date of exercise been in default hereunder (and provided that Tenant does not go into default prior to the commencement of the Extension Term), Tenant shall have the option to extend the term of this Lease for two (2) additional terms of five (5) years (together "Extension Term"). In order to exercise the option to extend the term of this Lease, Tenant must provide written notice of such exercise to Landlord not less than One-Hundred & Eighty (180) days prior to the expiration of the term then in effect. The terms and conditions of this Lease shall remain in full force and effect during the Extension Term. As used in this Lease, the word "Term" shall mean the Initial Term and, if the Tenant's option to extend the Term is exercised, shall include the Extension Term.

**3. Base Rent.**

Tenant agrees to pay Landlord as rent for the Premises during the term of this Lease and any renewals as follows:

(a) Tenant shall pay to Landlord as annual base rent ("Base Rent") the sum of Sixty-six Thousand Dollars (\$66,000), in equal monthly installments of Five-Thousand, Five-Hundred Dollars (\$5,500), with the first month's installment of Base Rent due upon execution of this Lease, and the remaining payments due on the first day of each calendar month thereafter during the Term of this Lease.

(b) Upon the second anniversary of the Commencement Date, the Base Rent shall be adjusted upward by One percent (1.0%). Upon the third and fourth anniversaries of the Commencement Date, the Base Rent shall be adjusted upward by Two percent (2.0%). All adjustments shall be cumulative. Following each such adjustment, the term "Base Rent," as used in the Lease, shall mean Base Rent as most recently adjusted.

(c) Extension Term rent shall be the previous year's Base Rent increased by an amount equal to the prior year's Base Rent multiplied by the previous year's December to December CPI-U "all items" unadjusted percent change as set forth by the Bureau of Labor Statistics, but not less than zero.

(d) Base Rent and all other charges due hereunder (which are deemed "Additional Rent") shall be paid by Tenant when due without prior demand and without any setoff,

deduction, abatement, reduction, or counterclaim whatsoever. Tenant's obligation to pay Base and Additional Rent shall survive the expiration or termination of this Lease. If Tenant fails to pay Base or Additional Rent within ten (10) days of the date they are due, Tenant shall also pay Landlord a late fee in the amount of five percent (5%) of the delinquent sum. Overdue Base and Additional Rent shall also bear interest from the date due until paid at a rate equal to twelve percent (12%) per annum. The payment of a late fee and interest shall not excuse or cure any default by Tenant under this Lease. Payments received from Tenant shall be applied by Landlord as follows: first, to late fees and accrued interest; second to Additional Rent; and third to Base Rent. Landlord and Tenant agree that if the rate of interest agreed upon is higher than the maximum rate permitted by law, the parties agree that the interest rate will be reduced to the highest rate permitted by law under the circumstances.

4. **Use.**

Tenant shall use and occupy the Premises for operating an auto repair shop and for no other purpose. Tenant shall not conduct its business in a manner that will cause an increase in the fire and extended coverage insurance premiums for the Building, and Tenant will comply with all requirements of the insurance policies relating to the Building. Tenant shall keep the Premises and its agents', employees', invitees', licensees', contractors' and subcontractors' use thereof in compliance with all applicable laws, ordinances, rules, and regulations. Tenant shall not perform any acts or carry on any practices which may damage the Premises or the Building or constitute a nuisance or disturb others.

5. **Utilities and Taxes.**

Tenant shall pay all charges for utility services provided to the Premises. Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Premises.

Landlord shall pay and discharge all real property taxes and special assessments, which may be levied against the Premises during the term or any renewal terms of this Lease and invoice Tenant for the same. Tenant shall pay and discharge all personal property taxes that may be levied against its furniture, equipment, and other personal property located on the Premises.

6. **Alterations.**

No improvements, alterations, additions or physical changes shall be made upon the Premises by Tenant or Tenant's agents, employees, invitees, licensees, contractors, or subcontractors without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. All work performed on or at the Premises by Tenant, its agents, employees, invitees, licensees, contractors, or subcontractors must be performed in accordance with the following requirements. Tenant may only allow licensed contractors and subcontractors approved by Landlord, in writing, to perform work on or at the Premises. Tenant shall require any party performing work on or at the Premises to comply with Landlord's insurance requirements. Tenant shall obtain all required governmental permits and authorizations for any such work and Tenant shall cause all such work to be completed in a good and workmanlike manner, free from defective materials and in compliance with all building, zoning, and other laws, ordinances, rules, and regulations. All improvements, alterations, additions, and physical changes to the Premises shall be completed at Tenant's sole expense and, upon the termination of this Lease, shall automatically become the property of the Landlord. Tenant is not authorized to

and shall not permit any lien to attach to Landlord's interest in the Premises or the Building. Landlord shall have no liability to Tenant and Tenant waives all claims against Landlord associated with (i) any improvements, alterations, additions, or physical changes performed by or on behalf of Tenant in the Premises or the Building or (ii) the acts or omissions of any architect or contractor engaged by Tenant regardless of whether Landlord recommends such architect or contractor. Tenant shall be solely responsible to determine the qualifications of and contract with any architect or contractor engaged by Tenant associated with any Tenant improvements, alterations, additions, or physical changes to the Premises or the Building.

**7. Repairs and Maintenance.**

Tenant, at its expense, shall maintain and repair the entire Premises, including, without limitation, parking surfaces, roof, HVAC, and other aspects of the Premises in a good and safe condition.

**8. Destruction by Fire or Other Casualty.**

If the Premises shall be rendered untenantable by fire or other casualty, then Landlord shall (to the extent of available insurance proceeds) use reasonable efforts to make the Premises tenantable as speedily as possible, and, during the period of untenantability, the Base Rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenantable, except that there shall be no abatement of Base Rent for any fire or other casualty which is caused by the acts or omissions of Tenant or its agents, employees, invitees, licensees, contractors, or subcontractors and further, there shall be no abatement of Base Rent for the time required to replace or repair any of Tenant's property. In the event of a fire or other casualty, Landlord shall, in its sole judgment, which will not be unreasonably withheld, determine the length of time required to make the Premises tenantable, and shall notify Tenant of such determination within thirty (30) days after the occurrence of the fire or other casualty. If it is determined that the Premises cannot be made tenantable within one hundred fifty (150) days of the date of such fire or casualty, then either Landlord or Tenant may terminate this Lease by notifying the other in writing of such termination within ten (10) days after Landlord shall have notified Tenant of the time required. Notwithstanding anything contained in this Paragraph 11 to the contrary, in the event: (a) more than forty percent (40%) of the Building is damaged and Landlord decides not to repair or restore the Building; (b) any mortgagee of the Building shall not allow Landlord to use adequate insurance proceeds to repair or restore the Building or the Premises; (c) the damage is not covered by Landlord's insurance required under Paragraph 16 of this Lease; or (d) the Lease is in the last twelve (12) months of its Term, then Landlord may terminate this Lease by notifying Tenant in writing of such termination.

**9. Eminent Domain.**

If all or more than fifty percent (50%) of the Premises or the Building shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party shall terminate this Lease, Landlord shall make reasonable efforts to make all necessary repairs to the Premises and the Building to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the

portion of the Premises not taken under the power of eminent domain, under the same terms and conditions as are herein provided, except that the Base Rent reserved herein and Tenant's pro rata share shall be reduced in direct proportion to the amount of the Premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages are awarded as compensation for the diminution in value of the leasehold or to the fee of the Premises, provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses.

**10. Assignment/Subletting.**

Tenant agrees not to assign, transfer, mortgage, or encumber this Lease or sublet the Premises or any part thereof, without the prior written consent of the Landlord which consent may be withheld in Landlord's sole discretion. Any change in ownership or control of Tenant shall constitute an assignment for purposes of this Lease, and upon such occurrence Landlord's written consent to a substitute tenant(s) shall not be unreasonably withheld. In the event of a change in ownership or control of Tenant, or any assignment by Tenant, Landlord in its discretion may require new personal guarantee(s) as set forth in paragraph 40 and in a form similar to Exhibit A. No consent by Landlord to any of the above shall be construed to relieve Tenant from its obligations hereunder or from obtaining Landlord's written consent to any further assignment, transfer, mortgage, encumbrance, or subletting. For any proposed assignment of this Lease or subletting of the Premises, Tenant must provide Landlord in writing: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed business such party will operate in the Premises; (c) the terms of the sublease or assignment; and (d) reasonable financial information so Landlord can evaluate the proposed subtenant or assignee.

**11. Sale or Transfer of Building or Premises.**

Upon any sale or transfer, including any transfer by operation of law, of the Building or the Premises, Landlord shall be relieved of all subsequent obligations and liabilities under this Lease.

**12. Environmental Provisions.**

Tenant shall not bring or permit anyone to bring any hazardous material or contaminant into the Building, except small quantities to be used in accordance with applicable law. No hazardous material or contaminant shall be spilled or emitted in or about the Building.

**13. Insurance.**

(a) Tenant shall, at its expense, insure the Premises against loss or damage under a policy or policies of fire and extended coverage insurance. Tenant shall insure the building for replacement costs and keep the policies current adjusting for inflation and increases in building costs. Landlord shall be the beneficiary and loss payee of such insurance.

(b) Beginning on the Commencement Date or Tenant's occupancy of the Premises, whichever occurs first, Tenant shall, at its expense, maintain throughout the Term of this Lease, with an insurance carrier acceptable to Landlord and having an A.M. Best rating of "A-" or better, commercial general liability insurance (including contractual liability, personal injury, broad-form property damage, extended liability, and products coverage) insuring against death and/or injuries sustained or claimed to have been sustained on or about the Premises or directly or indirectly arising out of Tenant's business in the Premises. Said insurance shall be in an

amount not less than One Million Dollars (\$1,000,000) for each occurrence of bodily injury and/or property damage and shall be an "occurrence" policy, not a "claims-made" policy. Landlord shall be named as additional insureds at no cost to such parties. A certificate of such insurance acceptable to Landlord shall be sent to Landlord. The certificate shall identify all exclusions or reductions in coverage to the standard ISO 1986 general liability policy. The insurance certificate furnished to Landlord shall provide that the insurance shall not be terminated, modified, or allowed to expire without thirty (30) days' prior written notice to Landlord.

(c) Tenant shall, at its expense, also obtain and maintain during the Term of this Lease workers' compensation insurance on its employees and in all respect comply with all workers' compensation laws and regulations of the State of Michigan. All persons hired by Tenant shall be and remain employees of Tenant. Evidence of workers' compensation insurance acceptable to Landlord shall be promptly sent to Landlord.

(d) Tenant shall insure, during the Term of this Lease, all of its property upon the Premises to the full extent of its replacement cost against risk of loss from any cause whatsoever.

(e) Tenant shall maintain, during the Term of this Lease, business interruption insurance with respect to Tenant's business operations in the Premises, in amounts and coverages sufficient to insure Tenant against any loss Tenant may suffer because of Tenant's inability to use the Premises during the Term of this Lease.

(f) All of Landlord's and Tenant's policies of insurance shall include a standard waiver of subrogation clause or endorsement, if and to the extent available without additional cost. Landlord and Tenant each hereby waive all right of recovery against the other for losses covered by insurance.

(g) Tenant's failure to provide Landlord with (i) any of the insurance policies specified herein, or (ii) proper evidence of insurance naming Landlord, its officers, directors, shareholders, agents, and employees as additional insureds shall be deemed a material breach of this Lease.

**14. Tenant's Property.**

Tenant shall bring or keep property upon the Premises or in the Building solely at its own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof.

**15. Indemnity.**

Tenant agrees to indemnify, defend, and save harmless the Landlord, its officers, directors, shareholders, agents, and employees against and from any liability or claim thereof (including, but not limited to, actual attorney fees and costs) whether for injury to persons, including death, or damage to property (i) occurring on or arising out of the use of the Premises during the Term of this Lease; (ii) arising out of any default by Tenant under this Lease; (iii) arising out of any act or omission to act by Tenant, its agents, employees, licensees, invitees, contractors or subcontractors at any time; and (iv) arising in connection with the operation of Tenant's business conducted from the Premises.

**16. Mortgage Subordination; Attornment; Estoppel Certificate.**

(a) This Lease shall, at the option of Landlord or its lenders, be subject and subordinate to the lien of any mortgage which may now or at any time hereafter affect the

Premises or the Building or the land upon which the Building is located, and to any agreements at any time made modifying, supplementing, extending, or renewing such mortgage(s). Tenant shall, upon request by the Landlord, execute and deliver any and all instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same, and in the event Tenant shall fail to execute and deliver any such instrument, Landlord in addition to any other remedies may, as the agent or attorney-in-fact of Tenant, execute and deliver the same, and Tenant hereby irrevocably appoints Landlord as its agent and attorney-in-fact for such purpose.

(b) Tenant shall attorn to any foreclosing mortgagee, or to any purchaser of the Building or the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions herein contained.

(c) At the request of Landlord, Tenant shall within ten (10) days deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying to such information as may reasonably be requested to verify the state of the Landlord-Tenant relationship established by this Lease.

**17. Landlord's Entry on Premises.**

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

(a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

(b) To do any necessary maintenance and to make any restoration to the Premises or the Building;

(c) To serve, post, or keep posted any notice required or allowed under the provisions of this Lease;

(d) To post "for rent" or "for lease" signs during the last four (4) months of the Initial Term and/or the Extension Term, or during any period while the Tenant is in default hereunder;

(e) To show the Premises to prospective brokers, agents, buyers or tenants at any time during the Term.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises. Tenant shall not be entitled to an abatement or reduction of Base or Additional Rent hereunder if Landlord exercises any rights reserved in this Paragraph. Landlord shall use reasonable efforts to conduct its activities on the Premises in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant. If Tenant is not present to open and permit an entry into the Premises, Landlord and Landlord's agents may enter the same whenever such entry may be reasonably necessary or permissible by master key (or in emergencies, forcibly). In no event shall the obligations of Tenant hereunder be affected by any such entry.

**18. Right to obtain Financial Information.**

At the written request of the Landlord, Tenant shall within thirty (30) days deliver to Landlord and such existing mortgagee(s) and prospective lending sources as designated by Landlord, accurate financial statements (balance sheet, income, and cash flow statements) for Tenant for its most recently ended two fiscal years (compiled, reviewed, or audited by an independent firm of certified public accountants, if available, or otherwise internally-prepared and certified as accurate and complete by Tenant's chief financial officer) and for the portion of

the year most recently ended (internally-prepared and certified by the Tenant's chief financial officer). Tenant may condition the delivery of such financial statements on the recipient's prior execution and delivery to Tenant of a confidentiality agreement.

**19. Tenant Default.**

Each of the following constitutes a default by Tenant under this Lease:

(a) Tenant shall fail to pay when due any rent or other sum payable under this Lease and such failure continues for five (5) days after written notice from Landlord.

(b) Tenant shall abandon or vacate the Premises before the end of the term or before the end of any renewal term of this Lease; or Tenant shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee.

(c) Tenant shall be in breach of any other obligation under this Lease, and such breach shall continue for thirty (30) days after written notice from Landlord.

**20. Liens.**

If, notwithstanding the provisions of Paragraph 6 above, a construction lien shall be filed against the Building, Premises or Tenant's interest therein as a result of material or labor supplied or claimed to have been supplied at the request or with the permission of Tenant or anyone claiming under Tenant, Tenant shall immediately after receiving notice of such lien, discharge or secure such lien either by payment of the indebtedness due the construction lien claimant or by filing a bond (as provided by statute) as security therefor. If Tenant shall fail to immediately discharge or secure such lien, Landlord shall have the right to file a bond securing such lien and Tenant shall pay the cost of such bond to Landlord upon the first day that Base Rent shall be due thereafter. The filing of any such lien claim against the interest of Landlord in the Building shall also be an event of default hereunder.

**21. Limitation of Landlord's Liability.**

Notwithstanding anything contained in this Lease to the contrary, Landlord's liability hereunder shall be limited to and any judgment against Landlord may only be satisfied out of (a) the proceeds of sales received on execution of the judgment and levy against the right, title, and interest of Landlord in the Building and the land of which the Premises are a part; (b) out of rent and other income from the Building receivable by Landlord; and (c) out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title, and interest in the Building and the land of which the Premises are a part.

**22. Holding Over and Surrender.**

If Tenant shall remain in possession of the Premises after the expiration of the Term of this Lease and without executing a new lease, then such holding over shall at Landlord's option be construed as a tenancy from month-to-month at one hundred and fifty (150%) of the Base Rent being charged Tenant just prior to such expiration and otherwise subject to all of the conditions, provisions, and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy. When Tenant's rights of occupancy cease, Tenant shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear and damage by acts of God or fire excepted).

**23. Bankruptcy.**

(a) If following the filing of a petition by or against Tenant in a bankruptcy court, Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), then Tenant (including Tenant as debtor-in-possession) or any trustee for Tenant agrees to promptly, but no later than sixty (60) days after petition by Landlord to the bankruptcy court, assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjournment of any petition to assume or reject this Lease by Landlord with such court. Tenant's, or the trustee's, failure to assume this Lease within said 60-day period shall be deemed a rejection. Landlord shall thereupon immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated, except that Landlord's right to damages for Tenant's default shall survive such termination.

(b) Tenant or any trustee for Tenant may only assume this Lease if it (i) cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then-existing default remain uncured for a period in excess of ten (10) days. Adequate assurance of future performance of this Lease shall include, without limitation, adequate assurance (i) of the source of rent required to be paid by Tenant hereunder, and (ii) that assumption or permitted assignment of this Lease will not breach any provision hereunder. To adequately assure the source of rent due under this Lease in such event, each person owning, directly or indirectly, through one or more entities, a ten percent (10%) or more interest in Tenant or any assignee, whether through ownership of stock, partnership interest or otherwise, if any, shall personally guarantee the timely payment and performance of the obligations of Tenant hereunder by executing a guaranty agreement in form acceptable to Landlord.

**24. Remedies Cumulative.**

All rights and remedies of Landlord under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. One or more waivers of any covenant, term, or condition of this Lease by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of Landlord shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

**25. Governing Laws.**

The laws of the State of Michigan that apply to contracts made and to be performed in that State shall govern the validity, performance, and enforcement of this Lease.

**26. Savings Clause.**

The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

27. **Successors.**

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

28. **Notices.**

All notices, bills, statements, or requests hereunder by either party to the other shall be in writing, and shall be sufficiently given and served upon the other party, if sent by facsimile, recognized overnight courier service, or by registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at the addresses set forth below, or at such other place as Landlord and Tenant may from time to time designate by written notice to the other. In addition, notices may be personally delivered to Tenant at the Premises. Notices shall be effective when sent, or if personally delivered, when delivered.

**If To Landlord:**  
1899 Forest Park  
Norton Shores MI 49441

**If To Tenant:**  
6896 Cascade Road  
Cascade Township, Michigan 49546

29. **Expenses of Enforcement; Performance by Landlord.**

The losing party shall pay all reasonable attorneys fees and expenses incurred by the winning party in enforcing any provision of this Lease. If Tenant shall fail to perform any of its obligations hereunder, Landlord may without notice perform such obligations. If Landlord incurs any costs in connection therewith, such costs shall be promptly paid by Tenant to Landlord upon demand.

30. **Litigation.**

Landlord and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage or both. Tenant shall not interpose any counterclaim whatsoever in any proceeding initiated by Landlord for nonpayment of any Base or Additional Rent; provided, however, that the foregoing shall not constitute a waiver of Tenant's right to bring a separate action for any claim Tenant may have, but such separate claim shall not be joined or consolidated with such Landlord-instituted summary proceedings.

31. **Third Parties.**

Except for the Landlord's officers, directors, shareholders, agents, and employees, Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

32. **Quiet Enjoyment.**

Landlord covenants and agrees with Tenant that upon Tenant's paying the Base and Additional Rent and observing and performing all of the terms, covenants, and conditions to be performed and observed under this Lease by Tenant, Tenant's peaceable and quiet enjoyment of

the Premises shall not be disturbed by Landlord or any party claiming by, through, or under Landlord.

**33. Accord and Satisfaction.**

No payment by Tenant or receipt by Landlord of a lesser amount than the Base or Additional Rent shall be deemed to be other than on account of the earliest amount due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any amount paid by Tenant be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of any amount due hereunder or to pursue any other remedy in this Lease as provided.

**34. Gender; Singular and Plural.**

Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

**35. Captions.**

Captions and headings herein are for convenience and reference only and have no legal force or affect.

**36. Authority.**

Tenant represents and warrants that Tenant has the capacity and authority to enter into this Lease. If Tenant is a corporation, Tenant represents and warrants that it is duly organized and a validly existing corporation in good standing and that the person executing this Lease has the requisite authority to bind the corporation to the terms of this Lease. If Tenant is a partnership, Tenant represents and warrants that it is validly existing and that the person executing this Lease has the requisite authority to bind the partnership to the terms of this Lease.

**37. Entire Agreement.**

This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Landlord or Tenant unless and until reduced to writing and signed by both parties.

**38. First Right of Refusal.**

Tenant shall be granted a first right of refusal regarding the purchase of the Premises. Should Landlord negotiate a sale of the Premises, said sale shall be subject to Tenant being offered the opportunity to match the material terms and price.

Landlord shall provide Tenant a written summary of the material terms and price and Tenant shall have 30 days, or the next Monday if the 30<sup>th</sup> day falls on a weekend, from receipt of said summary in which to let Landlord know in writing if Tenant intends to purchase the Premises at the same terms and price. In the event Tenant elects not to purchase the Premises, the Landlord shall have no further obligation to Tenant in the future.

39. **Construction.**

This lease is the product of arms-length negotiations between commercial entities having equal bargaining power, and there is no presumption that its terms shall be construed against either party as its drafter.

40. **Guaranty.**

Contemporaneous with the execution of this Lease, Tenant shall provide to Landlord the guaranty regarding Tenant's obligations hereunder in the form attached hereto as Exhibit A.

The above is so agreed.

Witness:

**LANDLORD: S & R Service Centers, Inc.**

\_\_\_\_\_

\_\_\_\_\_

By: Jackie Root  
Its: President

Witness:

**TENANT: F & F Service Centers, Inc.**

\_\_\_\_\_

\_\_\_\_\_

By: Nelson H. Farlin  
Its: President

**EXHIBIT A: LEASE GUARANTY**

In consideration of **S & R SERVICE CENTERS, INC.**, ("Landlord") entering into a lease dated \_\_\_\_\_, with **F & F SERVICE CENTERS, INC.**, ("Tenant") covering property at 6896 Cascade Road, Cascade Township, Michigan 49546, the undersigned Guarantor hereby unconditionally guarantees payment of all rent and performance of all obligations of Tenant under the Lease. Guarantor shall be directly liable for any default by Tenant under such Lease without requiring that Landlord first proceed against Tenant. Guarantor agrees that Landlord may deal with Tenant and Tenant's sureties or other Guarantors in any manner in which Landlord sees fit in connection with the Lease, without further consent of the Guarantor. Specifically, but without limitation, Guarantor agrees that extensions of time amendments or modifications to the Lease and compromises of the amount of liability will not affect the liability of the Guarantor hereunder.

Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever, and agrees to pay unconditionally upon demand all amounts owed Landlord by Tenant under such Lease, including damages caused by Tenant's breach of Lease. In case of litigation to enforce this guarantee, the prevailing shall be entitled to recover reasonable attorneys' fees at trial or on appeal.

This Guaranty shall terminate upon Landlord's written approval of an assignment or substitution of Tenant pursuant to paragraph 10 of the Lease.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

GUARANTOR:

By:  \_\_\_\_\_  
Nelson H. Farlin