



City of East Grand Rapids
Regular City Commission Meeting
Agenda

February 15, 2016 – 6:00 p.m.
(EGR Community Center – 750 Lakeside Drive)

1. Call to Order and Pledge of Allegiance.
2. Public Comment by persons in attendance.
3. Report of Mayor and City Commissioners.

Regular Agenda Items

4. Presentation of appreciation banner to Public Safety Department (no action requested).
5. Zoning variance hearing on the request of Geoff & Julie Laham of 2621 Elmwood to allow lot coverage by buildings and impervious surfaces of 5,025 square feet instead of the maximum allowed 4,800 square feet, and to allow a second accessory building of 473 square feet instead of the allowable 336 square feet (action requested – 37 notices sent).
6. Zoning variance hearing on the request of Andrew & Sara Baudo, owners of 725 Crowell, to allow the construction of a new home with a front yard setback of 10' instead of the required 15' (action requested – 78 notices sent).
7. Public Hearing and Final Reading of an ordinance amendment to Section 5.20 of Chapter 50 of Title V of the City Code to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial (action requested).
8. Introduction of an ordinance amendment to add Chapter 99A to Title IX of the City Code pertaining to preliminary emergency ground ambulance service (action requested – approval requested).
9. Introduction of an ordinance amendment to add Section 9.703 to Chapter 99A of Title IX of the City Code pertaining to the primary ambulance service area (action requested – approval requested).

Consent Agenda – Approval Requested

10. Receipt of communications.
11. Minutes of the regular meeting held February 1, 2016 (approval requested).
12. Report of Finance Committee on disbursement of funds: payroll disbursements of \$203,163.31; county and school disbursements of \$128,485.99 and total remaining disbursements of \$364,401.66 (approval requested).
13. Approval of policy for the replacement of mailboxes damaged by maintenance equipment (enclosed).
14. Contract for crack sealing services for city streets (approval requested).
15. Preliminary minutes of the Planning Commission meeting held January 12, 2016 (no action requested).
16. Preliminary minutes of the Library Commission meeting held January 25, 2016 (no action requested).

* * *



Memorandum

Date: February 15, 2016

To: Honorable Mayor Anna P. Seibold
East Grand Rapids City Commissioners

From: Mark A. Herald
Director of Public Safety

Subject: **Appreciation Banner for Public Safety Department at 2.15.16
City Commission Meeting**

Ms. Jennifer Franson – representing Resurrection Life Church, 5100 Ivanrest, Wyoming Michigan – will present assembled officers of the East Grand Rapids Department of Public Safety with an “Appreciation Banner” made by the Church’s Women’s Group. The presentation is to thank and acknowledge law enforcement officers for their service to the community.



CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

THOMAS A. FAASSE
ZONING ADMINISTRATOR

Memorandum

TO: Honorable Mayor and City Commissioners
Board of Zoning Appeals

FROM: Tom Faasse, Zoning Administrator

DATE: February 3, 2016

**RE: Request for Variance – 2621 Elmwood Drive, SE
Zoned – R-2 Single Family Residential**

ACTION REQUESTED:

That the Commission conducts a public hearing and votes on the application of the owners of 2621 Elmwood Drive, SE, for two zoning variances at that address, according to the application presented, for relief from the following zoning ordinances:

- **Section 5.28, Table 5.28-1, to allow lot coverage by buildings and other impervious surfaces of 5,025 square feet (44.7%) instead of the maximum allowance of 45 percent but not-to-exceed 4,800 square feet, a variance of 225 square feet, and**
- **Section 5.70A3, Table 5.70-1, for an accessory building of 473 square feet instead of 336 square feet allowed for a lot size of 11,231 square feet that also contains an attached two-stall garage, a variance of 137 square feet.**

BACKGROUND:

Geoff and Julie Laham, the owners of 2621 Elmwood Drive, SE, have applied for two zoning variances at that address, which is an 11,231 square foot lot located in the R-2 zone. The garage in question is an existing two-stall detached garage which had been slated for demolition when the owners constructed a rear home addition with a two stall attached garage in 2015. Mr. Laham, whose builder handled the building permit application and zoning review for the addition, states that he believed they had the option to keep the existing garage, and ultimately made the decision to do. Following a site visit by the assessor's office, the zoning administrator was advised by the assessor that the existing garage had not yet been removed, and notified the Lahams that they were out of compliance. Since the Commission was, at that time, considering revisions to the applicable zoning ordinances regarding lot coverage and accessory building size, the Lahams awaited the outcome of that process – changes which took effect October 2, 2015 – before deciding to apply for a variance to see if the detached garage could be allowed to remain. Their reasons are contained in the narrative attached to the application.

Lot coverage by buildings on the lot stands at 2,600 square feet, or 23.2 percent, well within the 35 percent maximum. However, pavement adds 2,424 square feet, raising overall coverage by impervious surfaces to 5,024 square feet (44.7%). While this falls just under the 45 percent maximum, the ordinance also contains a “not to exceed” figure in each lot size category – 4,800 square feet in this case – that prevents allowing greater square footage for the largest lots in the next-lower category than for the smallest lots in the higher category. Thus the first variance request is for 225 additional square feet of lot coverage by buildings and other impervious surfaces combined.

The second variance is requested because the detached garage is larger in footprint area than the new ordinance allows for lots of this size on which there is also a two-stall attached garage. It is 22 feet deep by 21.5 feet wide, 473 square feet. The ordinance sets the maximum at 336 square feet, roughly a 16 by 21 stall-and-a-half garage. Therefore, the requested variance is for 137 additional square feet. (Incidentally, the detached garage complies with the standard that it must not exceed 25 percent of the rear yard; it covers about 14 percent of the area to the rear of the new addition.)

The property otherwise complies with the zoning ordinance. Neighbors at 2615 Elmwood (adjacent on the west), 2622 and 2630 Oakwood (adjacent to the rear) have submitted their support for the applicants’ request at the time of the filing of the application.

Brian Donovan, City Manager

Request for Zoning Ordinance Variance

Date: 1/7/2016

Note to Applicant: Please pay careful attention to answer the questions in this application as accurately and completely as possible. This will give you the best possibility of your application appearing on the earliest agenda for action and for approval by the Board of Zoning Appeals.

All requests for a zoning variance are subject to a public hearing. The applicant will be advised of the hearing date, time and location and is requested to present a verbal summary of the request to the Board of Zoning Appeals prior to the public hearing. In addition, the City Services Office shall publish notice of the public hearing in a newspaper of general circulation in the local unit of government, as well as, provide notice of the public hearing to all property owners within a 300 foot radius of the subject property not less than fifteen (15) days before the date the application will be considered for approval.

A non-refundable filing fee of \$250.00 must accompany your application.

Applicant Name: Geoff & Julie Laham

Address: 2621 Elmwood Drive SE

Property Address (if different than above):

Daytime Phone: 616-245-1979

Legal Description of Property**: Lot 139 of the Meyerling
Land Company's Lake Drive Estates Subdivision.

** (Use Attachments if Necessary)

Permanent Parcel (Tax) Number: 41-18-03-128-017

Briefly State the Requested Variance (Citing the specific section(s) of the Zoning Ordinance from which you are seeking a variance):**

Section 5.28A Table 5.28-1a (see Narrative Statement).
Section 5.70 - Accessory Structure (see Narrative Statement)

** (Use Attachments if Necessary)

Please check all the items below which are applicable to your request for variance:

- a. The situation which causes you to seek a variance does not result from any action of yours.
- b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.

(over)

___ c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.

d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

Narrative Statement:

Please attach a narrative statement setting forth:

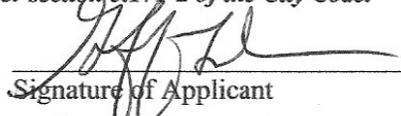
- a. What you wish to do with the property.
- b. Why you need the variance.
- c. The specific decision you seek
- d. The reason your project cannot be accomplished within the requirements of the zoning ordinance.

Site Plan:

Two (2) copies of a detailed, *scaled* site plan and elevation drawing showing the nature of the variance request, including, but not limited to: property boundaries, existing and proposed structures, the distance from the property lines of each existing building or structure and of each proposed building or structure, height of all proposed structures, and show and label abutting street(s). *Additional information may be required by the Zoning Administrator.*

The Board of Zoning Appeals may attach conditions to the granting of a variance.

Please be advised that substantial steps toward effecting the variance must be taken within twelve (12) months of approval of a variance, or the variance will become null and void per section 5.171-2 of the City Code.



Signature of Applicant
Geoff Laham

Print Name

Signature of Property Owner
(If Different from Applicant)

Print Name



Narrative Statement

To seek relief from Section 5.28 (Table 5.28.1a) and Section 5.70:

- **Section 5.28 (Table 5.28-1a)** for lot coverage of 5,025 sf instead of the maximum allowance of 4,800 sf, a variance of 225 sf allowed for a lot size of 11,231 sf.
- **Section 5.70** for an existing accessory building of 473 sf instead of 336 sf allowed for a lot size of 11,231 sf.

1. What is the plan with the property?

It was originally thought that we would remove the old unattached garage when we put on our addition as the addition included an attached garage. After construction, we found the extra storage useful. From the recommendation of friends and neighbors we decided we would like to keep it. Some considerations for keeping the old existing garage...

- i. 3rd/4th car in the near future would be stored in the garage as opposed to the street.
- ii. Extra storage to keep items out of the elements in the back yard.

Because this garage was original to the existing house, it matches the building style. We plan to update the roof, exterior siding and doors to match the house siding.

The tree canopy has not changed on the property with the addition.

There have been no issues with water drainage or runoff as the new and existing structures stand today.

Neighbors are happy with us keeping the garage and see an increased value to the property and neighborhood. See attachments from neighbors.

2. Why do you need the variance?

Section 5.28 (Table 5.28-1a) - With the new addition and keeping the existing garage, our Maximum Not-to-Exceed Impervious Surface (square feet) shown in Table 5.28-1a, we are over the 4,800 sf allowance by 225 sf. We currently meet the Maximum Building Coverage of 35% and the Maximum Impervious Surface of 45% allowed.

Section 5.70 – Accessory Structures - With the new addition we built a 2 stall attached garage. Section 5.70 – Accessory Structures states that with our lot size (11,231 sf) and our new 2 stall attached garage, we are limited to 336 sf for an accessory building (our existing garage). Our existing garage is 473 sf (22' X 21.5' = 473 sf) which is 137 sf over the zoning ordinance. The accessory building (existing garage) does not take more than 25 percent of rear yard.

3. Specific decision that you are looking for?

Section 5.28 (Table 5.28-1a) - Relief from 225 sf of lot coverage that we are over from the maximum 5025 sf for the Maximum Not-to-Exceed Impervious Surface (square feet).

Section 5.70 – Accessory Structures - Relief from 137 sf that we are over from the maximum 336 sf for accessory buildings.

4. Reason project cannot be accomplished within requirements?

Because the garage is already existing, increase costs would be incurred to remove, adjust, or rebuild the structure. Loss of storage. If the garage is removed, it would cost more to build something new to conform to the zoning ordinance.

Option if variance isn't passed would be to removed 6 feet from the back of the garage to conform with the zoning ordinance.

1. This would not change the appearance from the street.
2. Create an unusable for vehicles causing street parking.
3. Neighbors have designed their landscape and fencing with consideration to the existing structure and might cause undue cost to them.

2621 Elmwood Drive

Total Lot Area: 11,231 sf

Total Building Footprint:

6500 sf (23.2% of lot)

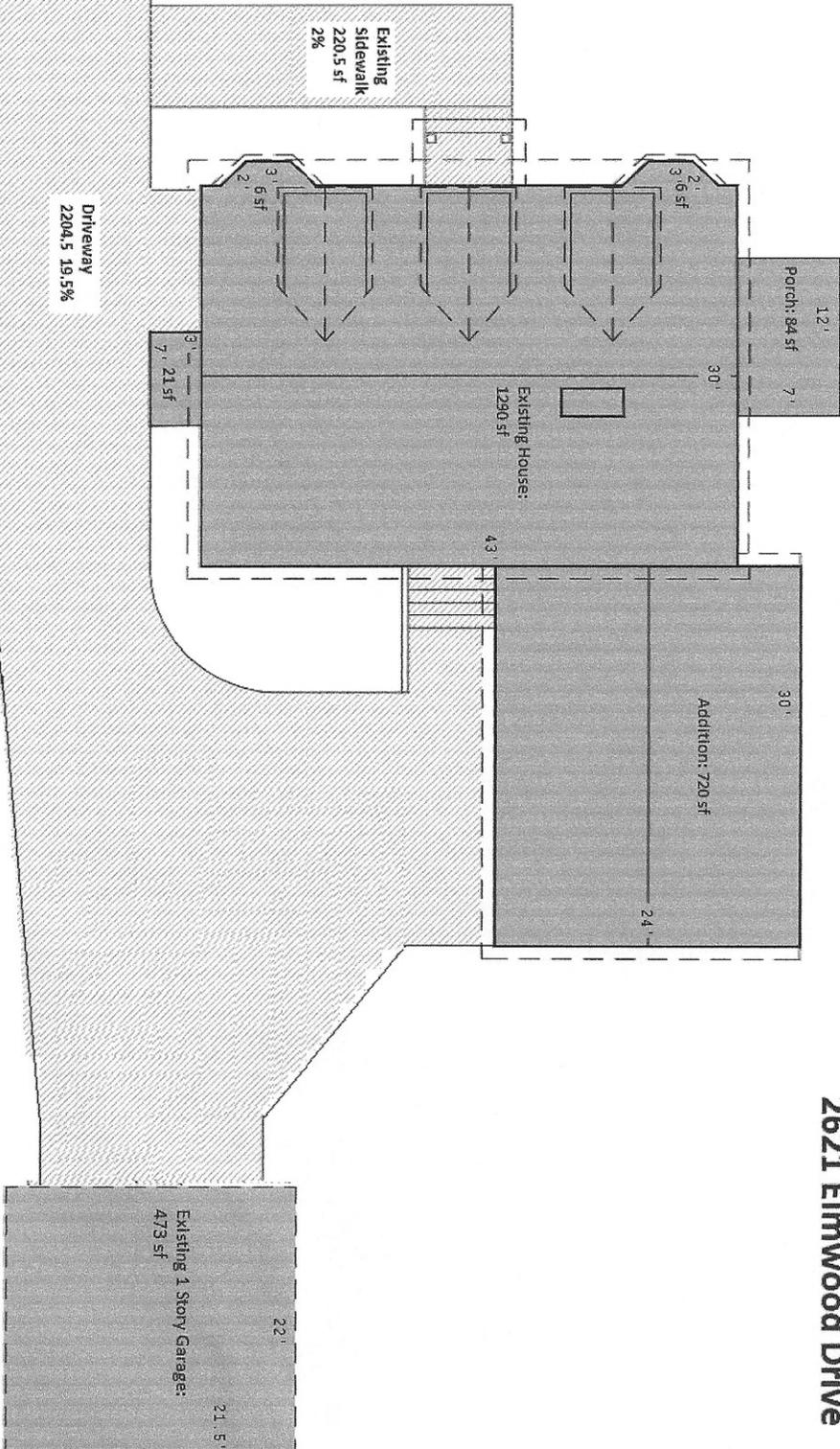
Total Impervious Surface:

124.5 sf (21.5% of lot)

Total Impervious Surface

with Building:

24.5 sf (44.7% of lot)



November 2015

City of East Grand Rapids
City Services
750 Lakeside Dr. SE
East Grand Rapids, MI 49506

Dear City Assessor,

We are supportive of Geoff & Julie Laham (2621 Elmwood Drive SE) keeping the original unattached garage.

Sincerely,



Signature

Achilles Spagnuolo

Print Name

2630 Oakwood Dr. SE

Address

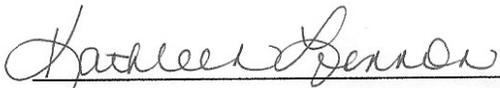
November 2015

City of East Grand Rapids
City Services
750 Lakeside Dr. SE
East Grand Rapids, MI 49506

Dear City Assessor,

We are supportive of Geoff & Julie Laham (2621 Elmwood Drive SE) keeping the original unattached garage.

Sincerely,



Signature

Kathleen Lennon

Print Name

2622 Oakwood Dr.

Address

November 2015

City of East Grand Rapids
City Services
750 Lakeside Dr. SE
East Grand Rapids, MI 49506

Dear City Assessor,

We are supportive of Geoff & Julie Laham (2621 Elmwood Drive SE) keeping the original unattached garage.

Sincerely,

Edward A. Rode, III Virginia F. Rode
Signature

EDWARD A. RODE, III VIRGINIA F. RODE
Print Name

2615 ELMWOOD DRIVE, SE
Address



City of East Grand Rapids, Michigan

CITY OF EAST GRAND RAPIDS NOTICE OF PUBLIC HEARING

A public hearing will be held on the application of Geoff and Julie Laham, the owners of 2621 Elmwood Drive, SE, for two zoning variances at that address. They request relief from Section 5.28, Table 5.28-1, to allow lot coverage by buildings and other impervious surfaces of 5,025 square feet (44.7%) instead of the maximum allowance of 45 percent but not-to-exceed 4,800 square feet, a variance of 225 square feet, and also from Section 5.70A3, Table 5.70-1, for an accessory building of 473 square feet instead of 336 square feet allowed for a lot size of 11,231 square feet that also contains an attached two-stall garage, a variance of 137 square feet. The detached garage in question is an existing two-stall detached garage which had been slated for demolition when the owners constructed a rear home addition with a two stall attached garage in 2015.

The application and plans may be viewed in the Public Works Administration office at the Community Center, or by linking from this notice at www.eastgr.org/notices.

The City Commission welcomes your views in this matter. You may express your views at the scheduled meeting or by writing to the Mayor and City Commission at 750 Lakeside Drive, SE, East Grand Rapids, Michigan 49506 or by email to the City Clerk at kbrower@eastgr.org. To be included in the hearing, written communications must contain the sender's name and address.

If you have any questions regarding this request, please contact the undersigned at 940-4817, or tfaasse@eastgr.org.

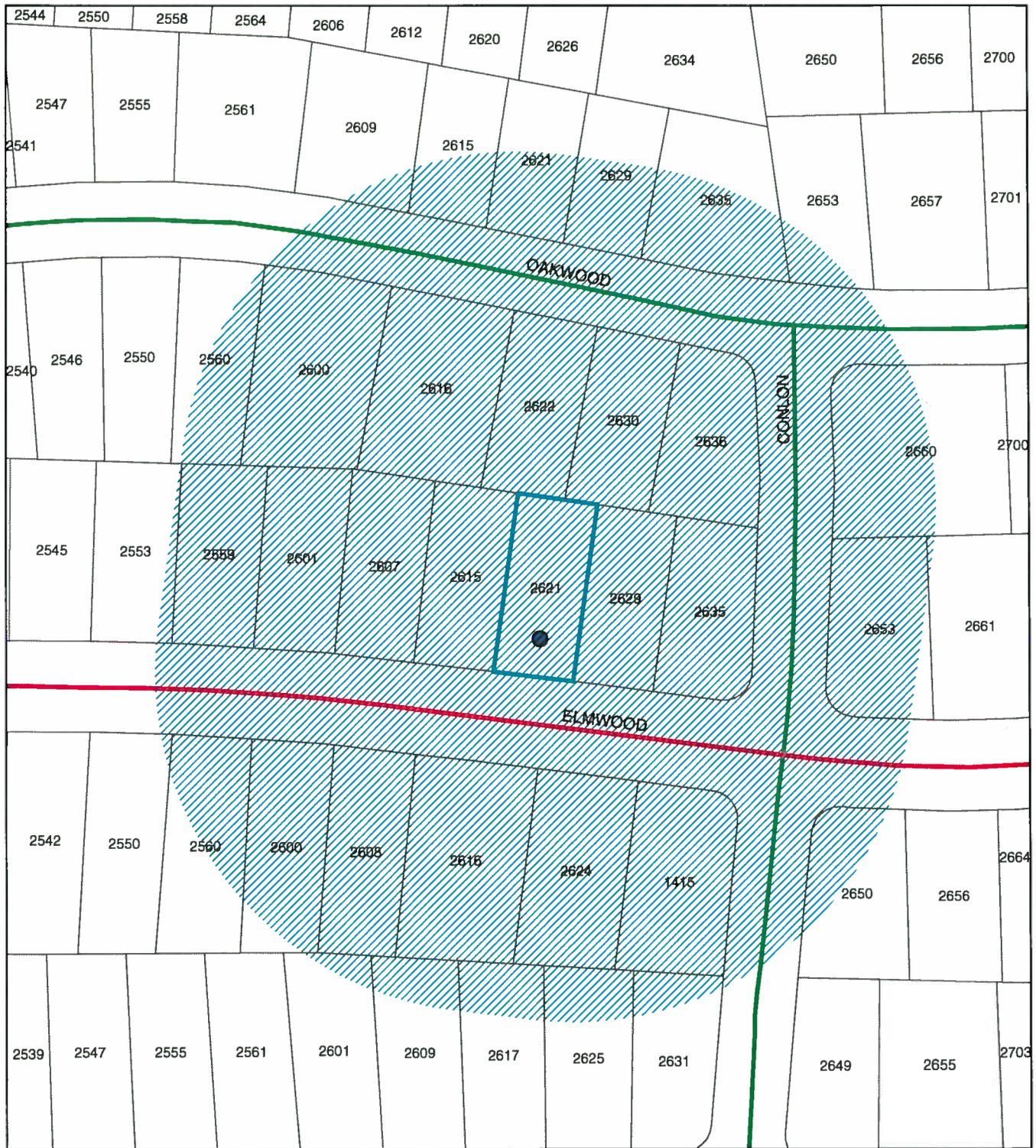
DATE: Monday, February 15, 2016
TIME: 6:00 p.m.
PLACE: East Grand Rapids Community Center Commission
Chambers
750 Lakeside Drive, SE,
East Grand Rapids, Michigan 49506

Thomas A. Faasse
Zoning Administrator

PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506
Telephone (616) 940-4817 Fax (616) 831-6121 www.eastgr.org





Variance
 2621 Elmwood Drive, S. E.
 East Grand Rapids, MI



Karen Brower

From: Matt Bertke <mbertke@coverys.com>
Sent: Tuesday, February 02, 2016 9:31 AM
To: Karen Brower
Subject: Laham's Residence Voting

My wife Erin and I do not mind if the Laham's keep their detached garage. Thanks.

Thanks,
Matt Bertke

2621 Oakwood Dr Se
49506

This email and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you received this email in error, please contact the sender immediately and delete this email from your system. If you are not the named addressee, you should not disseminate, distribute, print, or copy the email, or take any action in reliance on its contents.



Memorandum

TO: Mayor and City Commissioners
Zoning Board of Appeals

FROM: Tom Faasse, Zoning Administrator

DATE: February 3, 2016

RE: **Variance – 725 Croswell Avenue, SE
Parcel B split from 2119 Lake Drive, SE, former Keystone Church
Parcel Number 41-14-33-252-035**

ACTION REQUESTED: That the Commission conducts a public hearing and votes on the application of the owner 725 Croswell Avenue, SE, according to the amended application submitted, for relief from the East Grand Rapids Zoning Ordinance as follows:

- **Section 5.28A, Table 5.28-2, for a front yard setback on Croswell of 10 feet instead of 25 feet, a variance of 15 feet.**

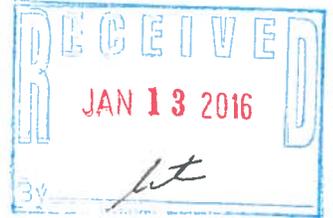
BACKGROUND: This variance application was first filed concurrently with a land division application to split the former Keystone Church property at 2119 Lake Drive SE with the intention of constructing a single family home on each of the two newly-created lots. The land division was approved by the Commission on September 21, 2015, along with several necessary variances for the lots themselves, since each new lot, although consistent with the size of surrounding lots, was nonconforming with the dimensional requirements of its zoning district. However, at that time the Commission deferred action on the additional variance requests that related to the individual home construction plans until more detailed plans could be developed and submitted.

Since then the site has been cleared and Peterson Homes has sold the 725 Croswell Avenue lot (the former parking lot area) to the new owners, Andrew and Sara Baudo. They have planned a two-story home with a detached two-stall garage at the rear of the lot. Since this lot is zoned MFR Multi-Family Residential, the required front setback is simply 25 feet from the front property line, rather than the average front setback of the homes on properties within 200 feet, as would be the case were it in one of the single-family zoning districts. However, the applicant points out that the new duplex condominiums that are adjacent to the north are set back only 8.2 feet (variance granted), and the front setback of the remaining three homes to the north is approximately 22 feet or less. The applicant here is requesting a ten-foot front setback, instead of the required 25 feet, a variance of 15 feet.

In all other aspects, the proposal will be required to comply with the requirements of the zoning ordinance.

Brian Donovan, City Manager

Request for Zoning Ordinance Variance



Date: 1/13/16

Note to Applicant: Please pay careful attention to answer the questions in this application as accurately and completely as possible. This will give you the best possibility of your application appearing on the earliest agenda for action and for approval by the Board of Zoning Appeals.

All requests for a zoning variance are subject to a public hearing. The applicant will be advised of the hearing date, time and location and is requested to present a verbal summary of the request to the Board of Zoning Appeals prior to the public hearing. In addition, the City Services Office shall publish notice of the public hearing in a newspaper of general circulation in the local unit of government, as well as, provide notice of the public hearing to all property owners within a 300 foot radius of the subject property not less than fifteen (15) days before the date the application will be considered for approval.

A non-refundable filing fee of \$250.00 must accompany your application.

Applicant Name: J. Peter Jan Homes

Address: 725 Croswell

Property Address (if different than above):

Daytime Phone: 616-291-1816

Legal Description of Property**: _____

** (Use Attachments if Necessary)

Permanent Parcel (Tax) Number: _____

Briefly State the Requested Variance (Citing the specific section(s) of the Zoning Ordinance from which you are seeking a variance):**

Requesting a variance from Article 4 Section 5.28-2
for a front yard setback of 10' instead of the required

Setback of 25', a variance of 15'.

** (Use Attachments if Necessary)

Please check all the items below which are applicable to your request for variance:

- a. The situation which causes you to seek a variance does not result from any action of yours.
- b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.

(over)

c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.

d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

Narrative Statement:

Please attach a narrative statement setting forth:

- a. What you wish to do with the property.
- b. Why you need the variance.
- c. The specific decision you seek
- d. The reason your project cannot be accomplished within the requirements of the zoning ordinance.

Site Plan:

Two (2) copies of a detailed, *scaled* site plan and elevation drawing showing the nature of the variance request, including, but not limited to: property boundaries, existing and proposed structures, the distance from the property lines of each existing building or structure and of each proposed building or structure, height of all proposed structures, and show and label abutting street(s). *Additional information may be required by the Zoning Administrator.*

The Board of Zoning Appeals may attach conditions to the granting of a variance.

Please be advised that substantial steps toward effecting the variance must be taken within twelve (12) months of approval of a variance, or the variance will become null and void per section 5.171-2 of the City Code.



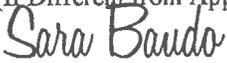
Signature of Applicant



Print Name



Signature of Property Owner
(If Different from Applicant)



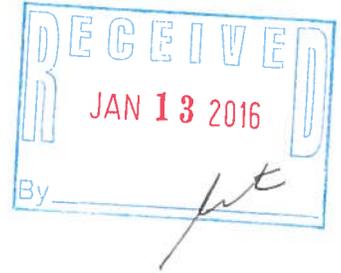
Print Name



City of East Grand Rapids
City Services
750 Lakeside Dr. SE, East Grand Rapids, MI 49506
Phone 616.940.4817 FAX 616.831-6121



joelpetersonhomes.com 616.940.9288



January 13, 2016
Variance request for 725 Croswell
Narrative Statement

J. Peterson Homes is going to be building a new home for Andrew and Sara Baudo at 725 Croswell. The plans for the new home are attached. The lot is located to the immediate south of the two recently built duplexes on Croswell in the residential multi family zone. The site plan for the two duplexes was approved by the City with front yard setbacks of less than 9'. We are requesting a variance from Article 4, Section 5.28-2 in order have a front yard setback of 10' instead of the required 25', a variance of 15'.

The conditions which cause our request for a variance were due to no action of ours. Granting this variance would do substantial justice to the owners as it would create continuity of front yards and front of the homes on the south end of Croswell. The front yard setbacks of the neighboring properties are unique to this property. We request that the City Commission grant this variance request.



Joel Peterson
J. Peterson Homes

1/13/16
Date



VISBEEN
 ARCHITECTS
 411 W. 13th St. S.E.
 GRAND RAPIDS, MI 49503-1311
 P. 616.455.1100
 © VISBEEN ARCHITECTS, INC.

PROJECT NO.
15.2.23

STAFF CREDITS
 DRAWN: **Matt Girard**
 PROJECT MANAGER: **Paul Risse**

PROJECT
**Sara &
 Andrew
 BAUDO
 Residence**

EAST GRAND RAPIDS
 MI

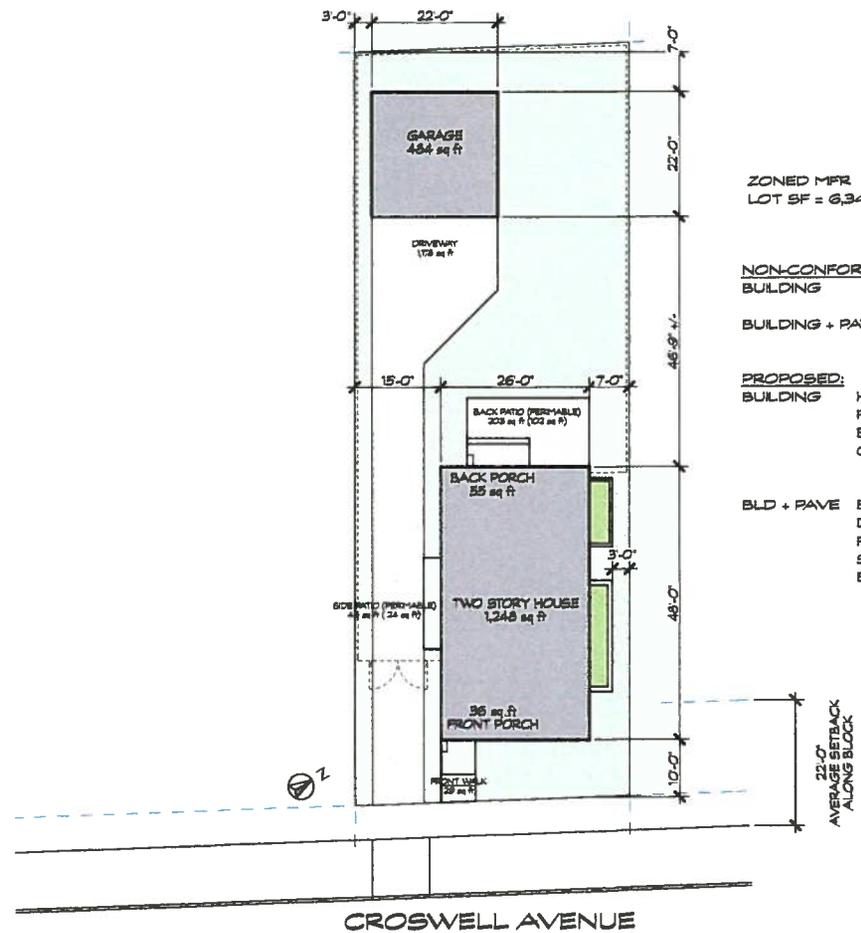
SHEET TITLE

**SITE
 PLAN**

DATE:
12/17/15

IMAGE DESCRIPTION:
 SCHEMATIC
 DESIGN

SHEET NO.
A0.1



ZONED MFR
 LOT SF = 6,344 SQ FT

NON-CONFORMING LOT ALLOWABLES:
 BUILDING 6,344 x 35% = 2,220 SQ SF
 BUILDING + PAVEMENT 6,344 x 40% = 2,538 SQ SF

PROPOSED:
 BUILDING HOUSE 1,248 SQ FT
 F. PORCH 36 SQ FT
 B. PORCH 55 SQ FT
 GARAGE 484 SQ FT
1,823 SQ FT TOTAL - 29%

BLD + PAVE BLD AREA 1,823 SQ FT
 DRIVEWAY 178 SQ FT
 F. WALK 29 SQ FT
 S. PATIO 24 SQ FT
 B. PATIO 102 SQ FT
3,156 SQ FT TOTAL - 50%

SITE PLAN
 SCALE: 1" = 10'





↑ SOUTH
A02



VISBEEN
ARCHITECTS
4571 ARCADE DRIVE, S.W.
GRAND RAPIDS, MI 49508-4574
P. 616.785.4901
WWW.VISBEEN.COM
© VISBEEN ARCHITECTS, INC.

PROJECT NO:
15.2.23

BY/IN CHARGE:
DRAWN: **Matt Gerard**
PROJECT MANAGEMENT:
Paul Piske

PROJECT:
**Sara &
Andrew
BAUDO
Residence**

EAST GRAND RAPIDS
MI

SHEET TITLE:
**EXTERIOR
MODEL
VIEW -
SOUTH**

DATE:
12/17/15

ISSUE DESCRIPTION:
**SCHEMATIC
DESIGN**

SHEET NO:
A0.2



↑ EAST
A0.3



VISBEEN
ARCHITECTS
415 EMBASSY DRIVE NE
GRAND RAPIDS, MI 49503-4556
P. 616.734.9881
WWW.VISBEEN.COM
© VISBEEN ARCHITECTS, INC.

PROJECT NO.
15.2.23

OWNER CREDIT
DRAWN
Matt Gerard
PROJECT MANAGEMENT
Paul Pike

CLIENT
**Sara &
Andrew
BAUDO
Residence**

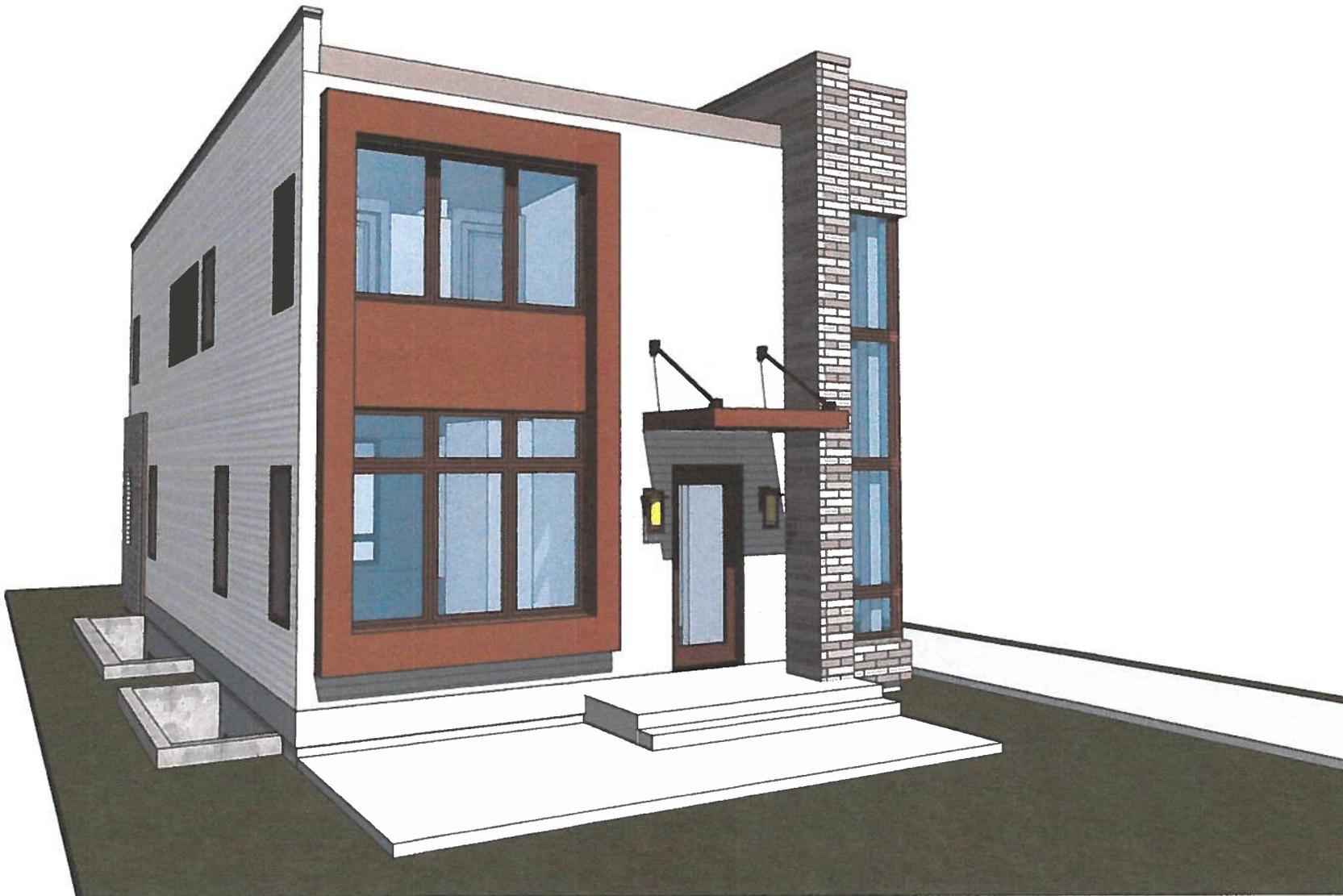
EAST GRAND RAPIDS
MI

SHEET TITLE
**EXTERIOR
MODEL
VIEW -
EAST**

DATE
12/17/15

SHEET DESCRIPTION
**SCHEMATIC
DESIGN**

SHEET NO.
A0.3



↑ NORTH



VISBEEN
ARCHITECTS
4115 PARKWAY DRIVE SE
GRAND RAPIDS, MI 49508-4306
P. 616.743.9811
WWW.VISBEEN.COM
© VISBEEN ARCHITECTS, INC.

PROJECT NO:
15.2.23

STAFF CREDITS:
DRAWN: **Mark Gerard**
PROJECT MANAGER: **Paul Fiske**

PROJECT:
**Sara &
Andrew
BAUDO
Residence**

EAST GRAND RAPIDS
MI

SHEET TITLE:
**EXTERIOR
MODEL
VIEW -
NORTH**

DATE:
12/17/15

ISSUE DESCRIPTION:
**SCHEMATIC
DESIGN**

SHEET NO:
A0.4



↑ WEST
A0.5



VISBEEN
ARCHITECTS
4101 GRAND RAPIDS BLVD. S.E.
GRAND RAPIDS, MICHIGAN 49508
p. 616.733.9411
www.visbeen.com
© VISBEEN ARCHITECTS, LLC

PROJECT NO.:
15.2.23

STAMP CREDITS:
DRAWING: **Matt Genard**
PROJECT MANAGEMENT: **Paul Pilace**

PROJECT:
**Sara &
Andrew
BAUDO
Residence**

EAST GRAND RAPIDS
MI

SHEET TITLE:
**EXTERIOR
MODEL
VIEW -
WEST**

DATE:
12/17/15

ISSUE DESCRIPTION:
**SCHEMATIC
DESIGN**

SHEET NO.:
A0.5



City of East Grand Rapids, Michigan

CITY OF EAST GRAND RAPIDS NOTICE OF PUBLIC HEARING

A public hearing will be held at the date, time, and location listed below on the application of J. Peterson Homes, on behalf of the owners of 725 Croswell Avenue, SE, for a zoning variance at that address in order to construct a single family home. The applicants request a front yard setback on Croswell of 10 feet instead of 25 feet, a variance of 15 feet from the requirements listed in Section 5.28A, Table 5.28-2 of the East Grand Rapids Zoning Ordinance. This lot is the parking lot area of the former Keystone Church property which was split into two residential lots with City Commission approval on September 21, 2015. This variance was first requested at that time, but was deferred until building plans were more complete.

The application and plans may be viewed in the Public Works Administration office at the Community Center, or by linking from this notice at www.eastgr.org/notices.

The City Commission would welcome your views in this matter. You may express your views at the scheduled meeting or by writing to the Mayor and City Commission at 750 Lakeside Drive, SE, East Grand Rapids Michigan, 49506, or by email to the City Clerk at kbrower@eastgr.org. To be included in the hearing, written communications must contain the sender's name and address.

If you have any questions regarding this application, please contact the undersigned at (616)940-4817, or tfaasse@eastgr.org.

DATE: Monday, February 15, 2016
TIME: 6:00 p.m.
PLACE: East Grand Rapids Community Center Commission
Chambers
750 Lakeside Drive, SE
East Grand Rapids, MI 49506

Thomas A. Faasse
Zoning Administrator

78 sent
ht

PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506
Telephone (616) 940-4817 Fax (616) 831-6121 www.eastgr.org

Partners with





Variance
 725 Croswell Avenue, S. E.
 East Grand Rapids, MI





CITY OF
EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

THOMAS A. FAASSE
ZONING ADMINISTRATOR

Memorandum

TO: East Grand Rapids Mayor and City Commission

FROM: Tom Faasse, Zoning Administrator

DATE: January 20, 2016

RE: **Application for Rezoning – 610 Lovett Avenue, SE (Coiffeteria)**
Requesting C-1 Commercial, Currently R-3 Single Family with Use Variance
PPN: 47-14-33-276-013
Legal: South 41 feet of Lot 25, Judd's Subdivision

ACTION REQUESTED:

February 1, 2016 – That the City Commission introduces the first reading of the attached amendment to Section 5.20 of Chapter 50 of Title V of the East Grand City Code. Public comment may also be received at this session.

February 15, 2016 – That the City Commission conducts a public hearing and votes to take final action on the attached amendment to Section 5.20 of Chapter 50 of Title V of the East Grand City Code.

PROCEDURE FOR REZONING APPLICATIONS:

A request to rezone real property is a request for a map amendment – rather than a text amendment – to the zoning ordinance. The procedure is found in Chapter 50, Article 13 of the East Grand Rapids Zoning Ordinance, which in turn refers to the requirements of the Michigan Zoning Enabling Act. The Planning Commission is required to hold a public hearing, but the purpose of the hearing is not to vote but to receive public comment and then to provide a “report and summary of public hearing comments” to the City Commission, which ultimately rules on the request to rezone. Article 13 gives guidelines which the Planning Commission “shall” use and the City Commission “may” use in consideration of amendments to the Zoning Ordinance. These guidelines are enumerated below. Since this is an ordinance amendment, the City Commission is also required to conduct a public hearing, and two readings of the proposed ordinance are required. In order to meet publication deadlines, the required 15 day notice of the February 15 public hearing date has already been given.

BACKGROUND:

Attorney Catherine Jacobs represents Marielle Shuster (Marielle Shuster Protection Trust) the owner the real property at 610 Lovett Avenue, SE, in this request to rezone the property at that address from R-3 Single Family to C-1 Commercial. The legal description and survey of the subject property are attached. Shuster owns and operates a beauty salon, Coiffeteria, in the building there, which is a former two-family residence. The City Commission granted a use variance in 1980 to allow the ground floor to be used for a dentist’s office, and a variance in 1985 to allow the second floor to be used for an insurance office. The dentist office use ended in 1991, and the insurance office use ended in 1993. In November 1993, then-owner Mike Hoffman applied for a use variance for a beauty salon to operate on the first floor only. The salon was under different ownership at that time. The use variance was granted with seven conditions, including parking, signage, immediate termination of the second floor use variance, and a maximum of three chairs for the salon. According to the application, Shuster took over the operation of the business in 2006, at which time the previous owner had already expanded the salon services to the second floor. City records show that the real estate was deeded from Hoffman to Shuster in 2008. The salon is currently operating with six chairs.

The applicant considered the option to re-apply for the use ordinance under the changed conditions, but has opted for the rezoning application. One drawback of a use variance is that although a variance “runs with the land,” any future change – for example the addition of another chair or a change in signage – would always require a new variance application. A rezoning is a more difficult process, but it broadens the owner’s options considerably.

ANALYSIS:

Review of Guidelines (Chapter 50, Article 13)

1. Whether or not the proposed rezoning is consistent with the goals, policies and future land use map of the City of East Grand Rapids Master Plan; or, if conditions have changed significantly since the Master Plan was adopted, consistency with recent development trends in the area. The Gaslight Village Subarea Master Plan Amendment was adopted in 2006 on the heels of the approval of the Jade Pig PUD in late 2004. It recommends that the area on the east side of Lovett north of Wealthy Street should be designated “...to promote...low intensity office and “boutique” retail uses...” but only “...if incorporated into structures that also contain residential uses...” The intention is that this area serve as a transitional area between Gaslight Village and the mixed-density, all-residential areas that lie to the north and west. Although there is a small number (5 or 6) of existing nonconforming multi-family properties along both sides of Lovett Avenue, that area today is mostly single-family, including several new upscale single-family residences in place of older homes. The City Commission recently denied a use variance application to build a new two family residence at 554 Lovett to replace a single family tear-down. Not all permitted commercial uses, especially high-intensity, would be compatible with the recommendations in the 2006 subarea plan, but it could also be argued that conditions have changed significantly since its adoption. While it is true that these applicants are not applying to change the current use or site plan, a future owner would be entitled to use the property in any of the ways permitted in C-1 Commercial zoning. A thorough Site Plan Review would be required for any new commercial building or change of use, and in this process, compatibility and appropriate screening could be addressed.

2. *Whether the proposed district and the uses allowed are compatible with the site's physical, geological, hydrological and other environmental features. The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, potential influence on property values and traffic impacts.* There is nothing in the physical makeup of this site which would prevent it from being used for commercial uses, as it is now. However, the second sentence of this guideline is broader. Not all commercial uses would be suitable in this location. Commercial buildings and parking areas, even adjacent to a residential zone, often do not require the same setbacks as we do for homes. Again, however, note that a thorough site plan review would be conducted before any such proposal could be executed.

3. *Whether, if rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including streets, sanitary sewers, storm sewer, water, sidewalks, and street lighting.* This guideline also overlaps, somewhat, with the two above. The infrastructure at this location is capable of accommodating all permitted commercial uses.

4. *Other factors deemed appropriate by the Planning Commission or City Commission.*

Other Factors:

Typically, parking is always a factor. A cross easement agreement regarding parking, ingress and egress has been filed with the Kent County Register of Deeds for the mutual benefit of this property and the Hoffman Jewelry property. Such arrangements have been in place between owners of these adjoining properties since at least 1982. Article 9 of the Zoning Ordinance regulates off-street parking requirements for all types of uses. A beauty parlor or barber shop requires two spaces for each chair in the shop, so 12 spaces would be required. There are 22 spaces currently shared by the jewelry store and the salon. On the other hand, Section 5.78 exempts permitted C-1 uses on "the east side of Lovett Street" from the otherwise-applicable parking requirements. Since the salon was a recognized commercial use in that area at the time that this exemption was adopted, one could reasonably conclude that the intent of the ordinance was to include this property as part of the exempt zone.

SUMMARY OF PLANNING COMMISSION PUBLIC HEARING COMMENTS:

No public comment was offered either in person or in writing, and no objection to this request was raised by any member of the public or the Planning Commission over the course of the two Planning Commission meetings – an introductory review in November and a public hearing in January. The comment was made that most people have assumed that the property was already zoned for commercial use. Comments by the Planning Commissioners were generally positive, while acknowledging that not every potential commercial use would be appropriate at this location. Commissioners were reassured that any building plan or any change of use would require Site Plan Review and approval by both the Planning Commission and the City Commission.

AN ORDINANCE TO AMEND SECTION 5.20
OF CHAPTER 50 OF TITLE V OF THE CODE
OF THE CITY OF EAST GRAND RAPIDS

The City of East Grand Rapids ordains:

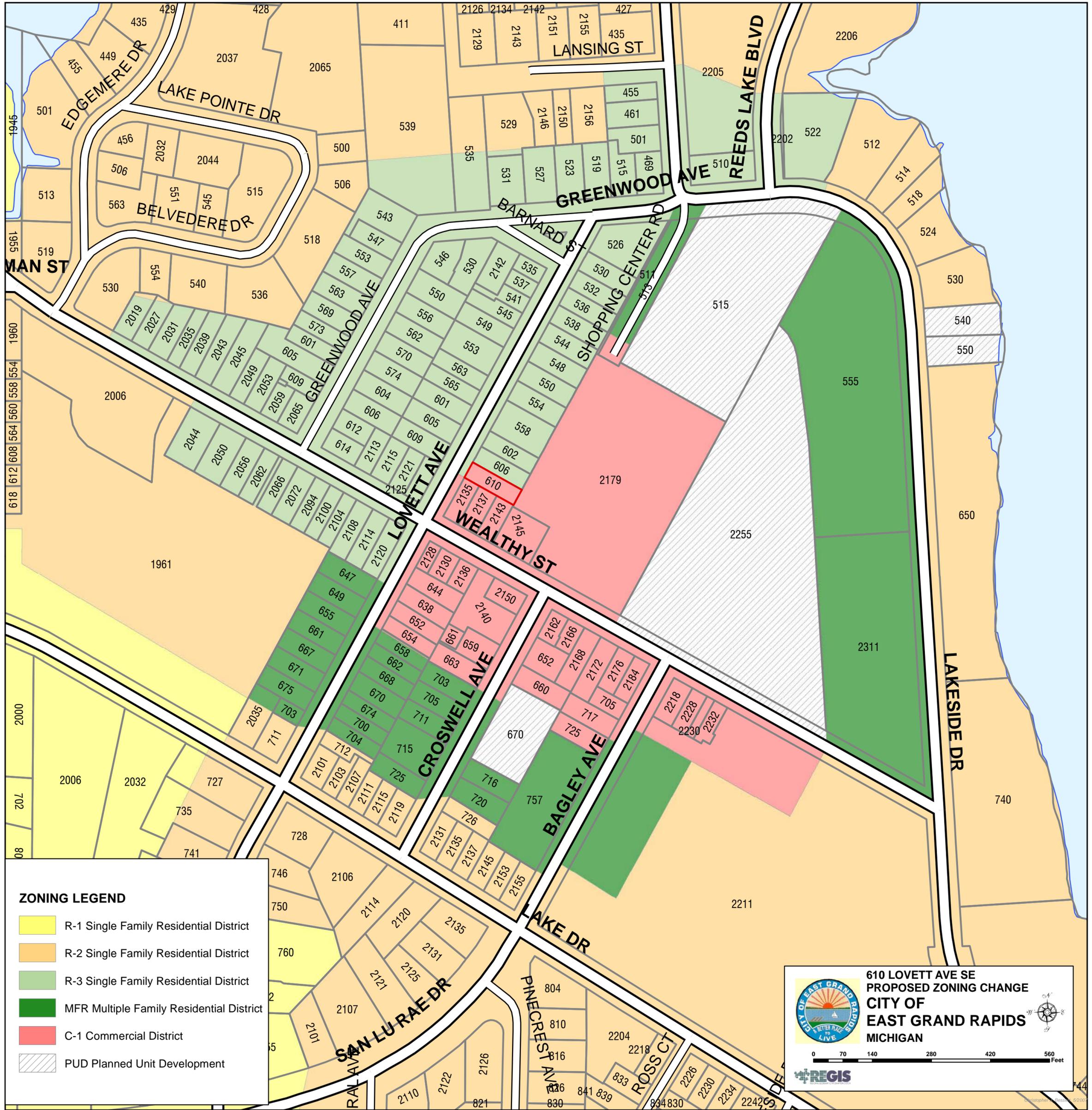
Section 1. Section 5.20 of Chapter 50 of Title V of the East Grand City Code is hereby amended by changing the City Zoning map to indicate that the following described parcel is zoned C-1 Commercial, as shown on the attached revised map:

South 41 feet of Lot 25, Judd's Subdivision, City of East Grand Rapids

Section 2. This ordinance shall be effective on February 26, 2016.

Section 3. This ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

10136925_1.docx



ZONING LEGEND

- R-1 Single Family Residential District
- R-2 Single Family Residential District
- R-3 Single Family Residential District
- MFR Multiple Family Residential District
- C-1 Commercial District
- PUD Planned Unit Development

**610 LOVETT AVE SE
PROPOSED ZONING CHANGE**

**CITY OF
EAST GRAND RAPIDS
MICHIGAN**

REGIS



CITY OF EAST GRAND RAPIDS
750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

Zoning Review Application

Project Name Rezoning Request from R-3 to
 Property Address 610 Lovett C-1
 Project Description _____

Type of Request (check)	Fee
<input checked="" type="checkbox"/> Site Plan Review (Administrative)	\$200
<input type="checkbox"/> Site Plan Review (Intermediate)	\$300*
<input type="checkbox"/> Site Plan Review (Complete)	\$500*
<input checked="" type="checkbox"/> Rezoning Application	\$800
<input type="checkbox"/> Special Use Permit	\$500
<input type="checkbox"/> Planned Unit Development	\$1,000*

(attach separate sheet if necessary)

*Escrow fees may also be required.

Permanent Parcel Number 41-14-33-216-013
 Zoning District R-3
 Current Property Use Hair/Beauty Salon

Contact Information (Please provide email addresses.)

	Company	Address	Contact Person	Daytime Phone
Applicant	Coiffeteria	610 Lovett	Catherine Jacobs, Atty	682-5574
Owner	Marielle Shuster	same	n/a	745-9737
Developer	n/a	n/a	n/a	n/a
Designer	n/a	n/a	n/a	n/a

See the back of this form for items that must be attached to this application at the time of submission.

Marielle Shuster
 Property Owner Signature

Catherine Jacobs
 Applicant Signature (if different)

10/26/15
 Date

10/26/2015
 Date

Attachments Required For Preliminary Review

	Site Plan Review			Rezoning Application	Special Use Permit	Planned Unit Development
	Administrative	Intermediate	Complete			
A narrative describing the overall objective of the proposed project	X	X	X	X	X	X
Site Plan Drawings showing:						
A. Name of Applicant	X	X	X	X	X	X
B. North arrow	X	X	X	X	X	X
C. Legend	X	X	X	X	X	X
D. Scale of drawing	X	X	X	X	X	X
E. A location map w/exact location of project and surrounding area	X	X	X	X	X	X
F. Location, size, appearance of any existing or proposed signs	X	X	X	X	X	X
G. Location and type of exterior lighting	X	X	X	X	X	X
H. Screening and buffering with reference to dimensions and character	X	X	X	X	X	X
I. Dimensions of setbacks, locations, heights and size of buildings and structures	X	X	X	X	X	X
J. Proposed parking areas with lines showing individual spaces – include all barrier-free parking.	X	X	X	X	X	X
K. Highlights of changes made from existing building(s), parking or site plans.	X					
L. Locations of fire hydrants, curbs, gutters, utility lines, easements.	X	X	X	X	X	X
M. Topography of site			X	X	X	X
N. Proposed grading			X	X	X	X
O. Drainage, storm and sanitary sewers			X	X	X	X
Environmental Impact			X		*	*
Fiscal Impact Analysis			X		*	*
Traffic Impact Analysis			X		*	*

* Depending on the scope of the development, these items may be required.

This list is provided as a summary of ordinance requirements, and additional information may be required in some cases. Please see the appropriate section of the City's zoning ordinance for complete details of all the above.

Application for Rezoning

Applicant: Coiffeteria Hair Salon/Marielle Shuster, Owner
Current Zoning Classification: Residential (R-3)
Request: Rezoning from R-3 to C-1 in the “Commercial Core” district

Applicable Zoning Regulations and EGR Master Plan

1. East Grand Rapids Zoning Ordinance

§5.13: Definitions M-N

Master Plan: The plan adopted by the City of East Grand Rapids in accordance with the Michigan Planning Enabling Act, Act 33 of 2008, as amended

2. §5.77 Minimum Parking Requirements

(B) C-1 District Parking Space Requirements

Use: Beauty parlor or barber shop

Required Parking Spaces: Two (2) Spaces for each beauty or barber shop chair

Currently, with the shared parking and the on street parking, there are 13 available parking spaces.

3. East Grand Rapids Zoning Ordinance

§5.108: Rezoning and Text Amendment Guidelines: the following guidelines shall be used by the Planning Commission, and may be used by the City Commission in consideration of amendments to the Zoning Ordinance:

(B) Map Amendments (Rezoning):

Below are the City’s requirements for a rezoning request. In blue, the applicant has responded to each requirement.

1. Whether or not the proposed rezoning is consistent with the goals, policies and future land use map of the city of East Grand Rapids Master Plan; or, if conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area.

The current Master Plan for EGR includes the subject property in the “CC” commercial core map.



The Applicant's property is located in the "CC" section, just above and to the left of the letter "A" in the orange circle. The "CC" designation is Commercial Core. Uses: Retail, offices, services, restaurants. Building Height: 2 stories, 28 feet maximum.

In the *Master Plan Amendment Map 4: Gaslight Village Subarea Plan*, adopted November 6, 2006.

- Whether the proposed district and the uses allowed are compatible with the site's physical, geological, hydrological and other environmental features. The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, potential influence on property values and traffic impacts.

The subject parking property operates in the commercial district of the Gaslight Village, sharing its parking with the businesses that front Wealthy Street. The salon has been operating for many years and there have been no negative impacts on the residential neighbors. The traffic has not been an issue for either the residential neighbors or the neighboring business owners. Coiffeteria would fall under the permitted C-1 use of "service".

3. Whether, if rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including streets, sanitary sewers, storm sewer, water, sidewalks, and street lighting.

The operation of the salon, without incident or negative impact, demonstrates the site's capability of accommodating the use from an infrastructural impact.

4. Other factors deemed appropriate by the Planning Commission or City Commission.
4. **City of East Grand Rapids Master Plan adopted November 9, 1999
Chapter 3, as updated November 6, 2006**
Map 4: Gaslight Village Subarea Plan (the map is included in the text below)
5. **East Grand Rapids Zoning Ordinance Article 9: Off-Street Parking Requirements
§ 5.78 Modifications and Exemptions**
(A) **Exemptions.** Uses within certain locations in the Gaslight Village business district shall be exempt from parking requirements otherwise applicable, as specified in C-1 *district Parking Space Requirements* table.
 1. **Exempt Zone Defined.** For purposes of this section, the “exempt zone” shall include all properties zoned C-1 within the following described areas:
 - c. the east side of Lovett Street

The Coiffeteria Salon has been operating as a hair salon at 610 Lovett since 1993. The original owners/operators were Jon and Jennifer Clifford. The building out of which the salon operates, is zoned R-3.



A view of the front/side of the subject property from the parking lot.



Looking at the property from Lovett Street towards Reed Lake. The view shows the shared parking lot with Hoffman Jeweler's. Visible, to the right side of the photo, is the Lovett Street side of the jewelry store.

Zoning History

The property is presently zoned **R-3**. The property shares a parking lot with Hoffman Jewelers in the C-1 district.

In 1980, a variance was granted to allow a dental office to operate on the first floor of the subject property. In 1985, a variance was granted to allow an insurance agency to operate on the second floor. The dentist vacated the first floor in 1991 and the insurance office vacated the property in 1993.

In November of 1993, the East Grand Rapids City Commission approved a variance to allow the first floor of the salon to operate as a commercial use (beauty salon). The following were conditions of granting the variance:

1. Upon the approval of the variance request for the first floor, the 1985 variance grant for the second floor of the property will terminate immediately.
2. The existing wood sign located in the front yard of the parcel will be removed.
3. Future signage will be limited to one unlit sign placed on the exterior of the building, and shall be constructed so as to conform to Section 8.21 of Chapter 81 of the City Code as it relates to wall signs.
4. Changes to exterior of the building are prohibited, with the exception of the changes set forth in the initial variance application.
5. Parking requirements shall conform to the current City of East Grand Rapids parking ordinance.

6. The beauty salon shall be allowed only three chairs for business use.
7. A total of eight (8) parking spaces shall be provided for the property located at 610 Lovett SE, to be allocated as follows:
 - (a) A total of six (6) parking spaces shall be provided for beauty salon use only; and
 - (b) A total of two (2) parking spaces shall be provided for upper level property use only.

The conditions were met and the variance was granted.

Property Use History

At some time during the Clifford's ownership of the salon, they operated the salon using the three chairs on the first floor and also utilizing the second floor in different salon capacities. At the time of the sale from the Clifford's to the Applicant, the salon was using both floors for salon services.

Applicant began operating the salon in 2006. Since the time of Applicant's ownership, the salon has offered various salon services on both floors, in continuation of the operation of the previous owner.

Applicant Request

The Applicant is respectfully requesting a change in zoning from **R-3 to C-1** so that its zoning is not only compatible with the property's long-standing operating history, but more importantly to be compatible with the adjacent properties in the C-1 district.

While the subject property is zoned R-3, it actually lies within the C-1 commercial core "CC" district. This can be seen in Map 4 (included above) of the Amendments to the Master Plan which was adopted November 6, 2006.

When the Master Plan was amended in November of 2006, the Commercial Core district lines were drawn to include the subject property in the CC district which is all part of the C-1 district. In the City's wisdom, it recognized that the subject property should be included and a part of the C-1 district.

The salon shares its parking lot with Hoffman Jewelers. The parties have a parking agreement that runs with the land. The C-1 parking required for a beauty parlor or barber shop is two spaces for each beauty or barbershop chair. There are 22 available spaces between in the shared space with Hoffman Jewelers. There are two additional on-street parking spaces available on Lovett. The available parking is more than adequate for the salon purposes. The salon operates with 6 chairs, requiring 12 spaces. It should be noted that parking availability has not been an issue for the patrons of the salon or the jeweler. See the parking space drawing as attachment 2.

If the City grants the rezoning from R-3 to C-1, there must be a consideration of other potential future uses and the parking issues. The subject property is approximately 1,400 of usable square feet, which will control other possible future C-1 uses.

If, for example, the subject property were to become a restaurant, the parking requirement would be 1 parking space for every 100 feet of usable floor area. This may translate into the need for approximately 14 spaces for a restaurant use. Note that this calculation does not take into consideration any space that would be needed for commercial refrigeration or a commercial kitchen and that would ultimately reduce the “usable space” for parking calculations.

If the space were to become a health club or dance studio, there would be a need for 1 space for every 200 square feet of usable floor area, plus 1 space per employee. This may translate into the need for approximately 7 spaces plus the number of spaces needed for the number of employees.

If the space were to become a business office or professional service space, the requirements are 1 space for every 330 square feet of usable space. This may translate into the need for approximately 4 spaces for a professional office.

A dentist or medical office requires 1 space for each 200 square feet of usable floor area. This may translate into the need for approximately 7 spaces for a dentist or medical office space.

The above scenarios are merely illustrative to show the parking requirements for different uses in the C-1 district. None of the uses would require more parking than currently exists.

It should be noted that pursuant to Article 9 of the EGR Zoning Ordinance, § 5.78(A)(1)(c), which is spelled out above, the location of the subject property is exempted from the off street parking requirements.

Based upon the City’s requirements for rezoning, which have all been met, and the City’s inclusion of the subject property in the CC district in its Master Plan, the applicant requests the City rezone the property from R-3 to C-1.

Attachment 1
Zoning Variance Request Documents
10 Pages



September 22, 1993

To: East Grand Rapids City Commissioners

I am requesting a variance to use the main floor of 610 Lovett as a beauty salon (a variance has been granted for a dentist office at this same address in the past). A variance is necessary because the property is zoned residential.

Attached is a floor plan of the beauty salon and the proposed parking plan. The parking plan has 25 parking spaces (including one limited access for apartment use). All spaces are 9' by 20'. To achieve this, three things must be done.

1. Angle fire escape on the rear of 610 Lovett in a different direction.
2. Remove part of the iron fence next to 610 Lovett to make access to the existing driveway.
3. Repaint parking lot.

All of these things are minor changes and will be done if the variance is passed.

Thank you,

A handwritten signature in cursive script, appearing to read "Michael Hoffman".

Michael Hoffman



CITY OF
EAST GRAND RAPIDS, MICHIGAN

November 17, 1993

WILLIAM BARAGAR
DIRECTOR
CITY SERVICES

Mr. Michael Hoffman
610 Lovett, S.E.
E. Grand Rapids, MI 49506

Dear Mr. Hoffman:

The City Commission, at its regular meeting held on November 15, 1993, approved your application for a variance to allow the first floor of the building for commercial use (beauty salon).

Please be advised that this variance must conform with the conditions as specified in Section 5.171-2 (enclosed) of the City Code.

Sincerely,

William Baragar
Director City Services

WB:seb:1249

Enclosure



CITY OF
EAST GRAND RAPIDS, MICHIGAN

WILLIAM BARAGAR
DIRECTOR
CITY SERVICES

NOTICE

A zoning variance hearing will be held upon the request of Michael Hoffman, 2946 Pioneer Club Rd., to allow the first floor of the building, located at 610 Lovett, to be used as a Beauty Salon. Plans are on file in the City Services Department for review.

DATE: November 15, 1993
TIME: 7:30 PM
PLACE: East Grand Rapids Municipal Offices
750 Lakeside Drive, SE

William Baragar
Director of City Services

WB:seb:1230



CITY OF
EAST GRAND RAPIDS, MICHIGAN

WILLIAM BARAGAR
DIRECTOR
CITY SERVICES

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Wm. Baragar, City Services Director
DATE: October 6, 1993

RE: Variance Request for 610 Lovett SE

Action Requested: It is requested that a zoning variance be granted, at the request of Mr. Michael Hoffman, to allow the operation of a beauty salon on the first floor of the property located at 610 Lovett SE.

Background: At its October 18, 1993 meeting, the City Commission tabled this matter and directed City staff to propose conditions to be considered by the City Commission for the granting of this variance. The conditions and Mr. Hoffman's response to those conditions are attached hereto. Also, the applicant has modified his original application to reflect three work stations in the beauty salon, instead of four. The amended application documents are attached for your consideration.

This property was granted two variances in the past. The first variance, granted in 1980, was to allow the operation of a dental office on the first floor. The second variance, granted in 1985, was to allow the operation of an insurance agency on the second floor. Prior to these variances, the property was a multi-family residence. The dental office vacated the property in 1991. Sections 5.171-2(A) and (B) provide for the termination of this first floor variance (see attached). The insurance agency vacated the second floor of the property in 1993. As the use of this floor has not been discontinued for a period of one year or more (see Section 5.171-2(A)), this variance is still in effect.

Conclusion: A beauty parlor is an allowed use within the business district. To my knowledge, this application meets all other requirements of the zoning ordinance.

WB:jfk/2515
Attachments

Brian Donovan, City Manager
750 Lakeside Drive S.E. • East Grand Rapids, Michigan 49506

Telephone 616-940-4817

CONDITIONS OF VARIANCE
REQUESTED FOR THE PROPERTY LOCATED AT
610 LOVETT SE

1. Upon approval of the variance request for the first floor, the 1985 variance granted for the second floor of the property will terminate immediately.
2. The existing wood sign located in the front yard of the parcel will be removed.
3. Future signage will be limited to one unlit sign placed on the exterior of the building, and shall be constructed so as to conform to Section 8.21 of Chapter 81 of the City Code as it relates to wall signs.
4. Changes to the exterior of the building is prohibited, with the exception of the changes set forth in the initial variance application.
5. Parking requirements shall conform to the current City of East Grand Rapids parking ordinance.
6. The beauty salon shall be allowed only three chairs for business use.
7. A total of eight (8) parking spaces shall be provided for the property located at 610 Lovett SE, to be allocated as follows:
 - (a) A total of six (6) parking spaces shall be provided for beauty salon use only; and
 - (b) A total of two (2) parking spaces shall be provided for upper level property use only.

RESPONSE TO CONDITIONS OF VARIANCE FOR 610 LOVETT SE

1. The current lease on the second floor is binding until 9-30-94.
After September 1994 I suggest limiting the use to anything requiring 2 or less parking spaces. For example, a business office requiring only one space.
2. Sign was removed on October 20, 1993.
3. Agreed
4. Agreed.
5. Agreed.
6. Agreed.
7. Agreed.



CITY OF
EAST GRAND RAPIDS, MICHIGAN

WILLIAM BARAGAR
DIRECTOR
CITY SERVICES

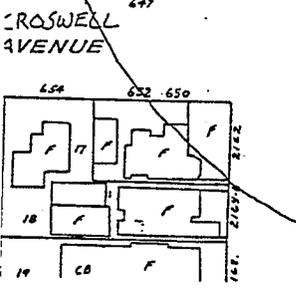
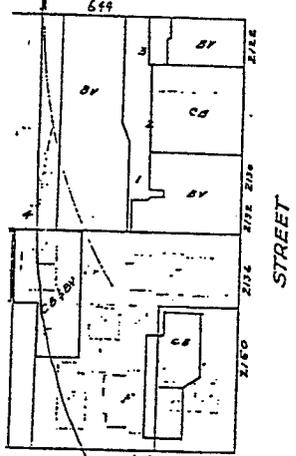
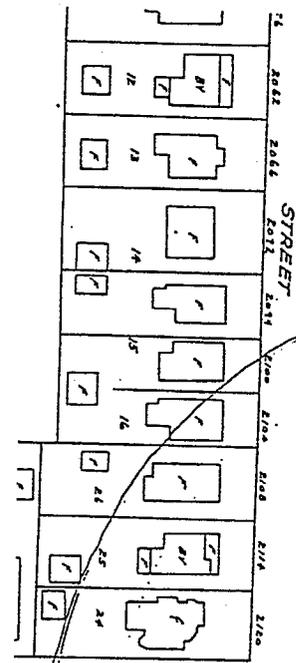
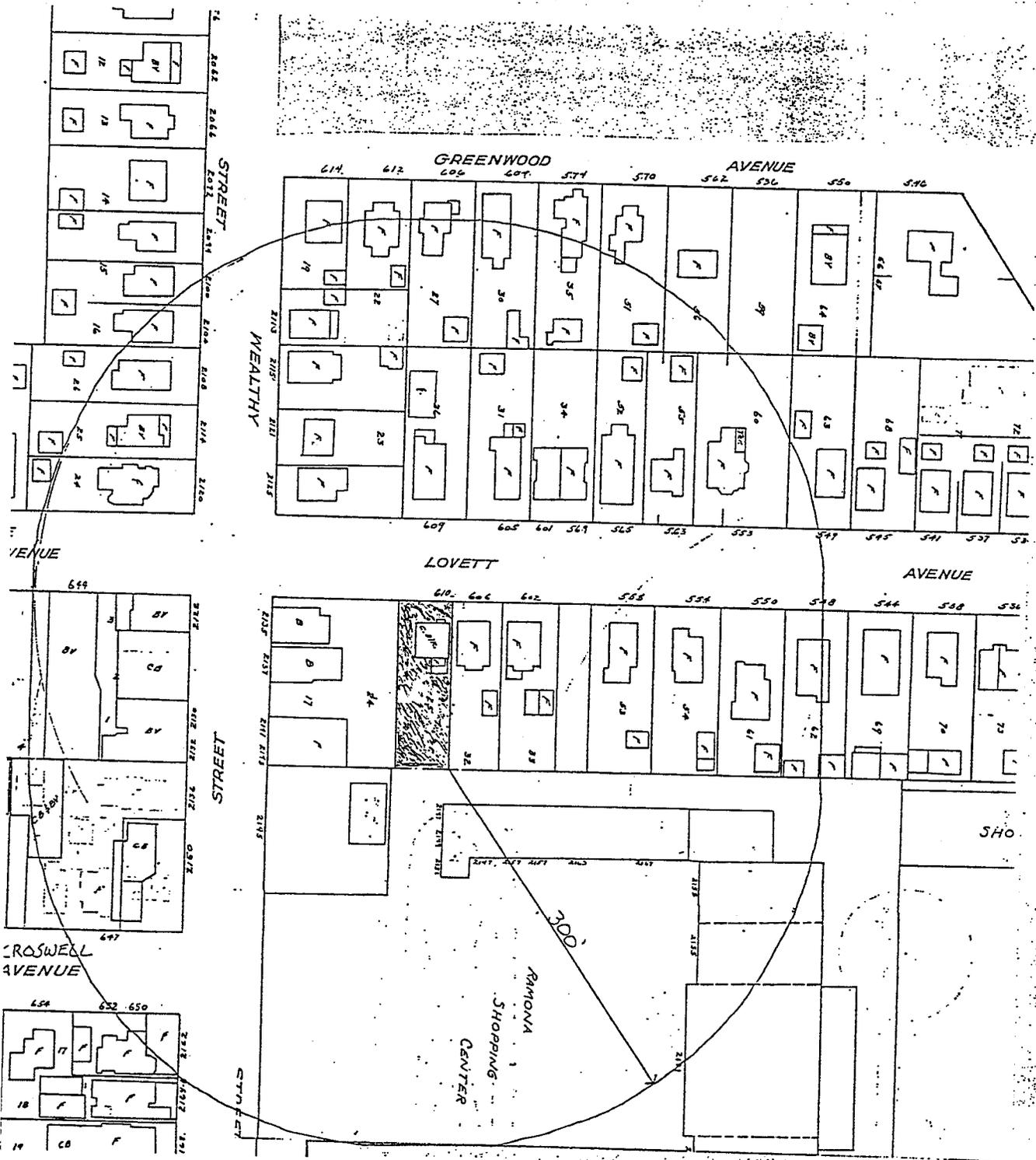
NOTICE

A zoning variance hearing will be held upon the request of Michael Hoffman, 2946 Pioneer Club Rd., to allow the first floor of the building, located at 610 Lovett, to be used as a Beauty Salon. Plans are on file in the City Services Department for review.

DATE: October 18, 1993
TIME: 7:30 PM
PLACE: East Grand Rapids Municipal Offices
750 Lakeside Drive, SE

William Baragar
Director of City Services

WB:seb:1183



CITY OF EAST GRAND RAPIDS, MICHIGAN
REQUEST FOR ZONING ORDINANCE VARIANCE

DATE: 7.22.93

NOTE TO APPLICANT: You should pay careful attention to answering the questions in this application as accurately and completely as you possibly can. This will give you the best possibility of your application appearing on an early agenda for action and for approval by the Board of Zoning Appeals. Upon receipt of your application, the Engineering Services Office will mail no less than ten (10) days advance notice of hearing to all property owners within a 300 foot radius of the property involved in the variance request. You should arrange to be present at the hearing. A filing fee of seventy-five (\$75.00) dollars must accompany your application (a check or money order is preferable).

1. Name of Applicant: MICHAEL HOFFMAN
2. Address of Applicant: 2946 PIONEER CLUB
3. Address of property involved, if different from above:
GIO LOVETT
4. Permanent Parcel number of property on which variance is requested:
41-14-33-276-013
5. Cite the specific section(s) of the Zoning Ordinance from which you are asking a variance: 5.81, 5.111
6. Please check all the items below which are applicable to your request for variance:
 - a. The situation which causes you to seek a variance does not result from any action of yours.
 - b. A grant of the variance would do substantial justice to you as well as to other property owners and will not be of substantial detriment to neighboring properties.
 - c. The request for variance is based upon conditions and circumstances described on the attached sheet which are unique to your property and not generally applicable to others in your neighborhood.
 - d. Compliance with the Zoning Ordinance would unreasonably prevent you from using the property or would be unnecessarily burdensome.

In the space provided below you must provide a narrative statement setting forth: (1) what you wish to do with the property; (2) why you need the variance; (3) the specific decision you seek; and (4) the reason your project cannot be accomplished within the requirements of the Zoning Ordinance. Please feel free to use an additional sheet, if necessary.

see attached letter

You must also provide a legible sketch of your proposed project and such other information as may be required by the Engineering Services Director. (Conditions may be attached to the granting of the variance by the Board of Zoning Appeals.)

Date of Hearing (office use only)

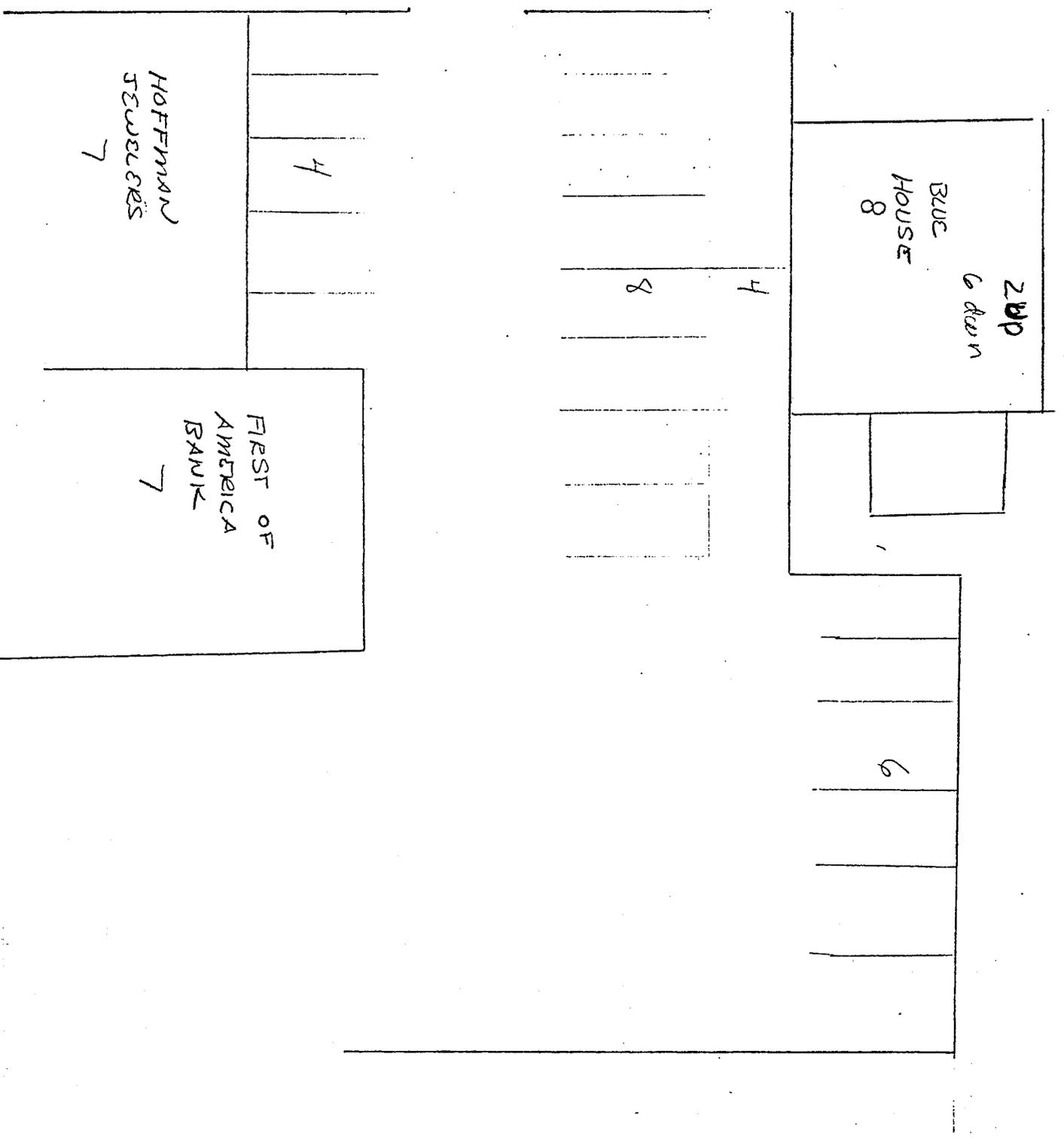
Michael R. Hoffman
Applicant Signature

c:600

Attachment 2
Parking Map

ALL SPACES ARE 9x20

22 TOTAL



RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made as of the 4TH day of April, 2008, between MICHAEL S. HOFFMAN, TRUSTEE OF THE MICHAEL S. HOFFMAN TRUST UNDER TRUST AGREEMENT DATED APRIL 10, 1991, AS AMENDED AND RESTATED IN ITS ENTIRETY BY RESTATED TRUST AGREEMENT DATED SEPTEMBER 16, 1992, AS AMENDED APRIL 25, 1994 AND DECEMBER 30, 1997, AS AMENDED AND RESTATED IN ITS ENTIRETY BY RESTATED TRUST AGREEMENT DATED JUNE 14, 1999 ("Hoffman") and MARIELLE RIDAY SHUSTER, a married woman, whose address is 1122 Spice Bush Drive, S.E., Ada, MI 49301 ("Shuster"), with reference to the following facts:

RECITALS

A. Hoffman is the owner of real property located at 2135 Wealthy Street, S.E., Grand Rapids, Michigan 49506, and legally described as:

The West 40.7 Feet of Lots 17 and 24 of Judd's Subdivision of Boynton and Judd's Lake Addition to the City of Grand Rapids (now East Grand Rapids), according to the recorded plat thereof. (The "Hoffman Property").

B. Shuster is the owner of real property located at 610 Lovett Avenue, S.E., Grand Rapids, Michigan 49506, and legally described as:

The Southerly 41 feet of Lot 25, of Judd's Subdivision of Boynton and Judd's Lake Addition, City of East Grand Rapids, Kent County Michigan, except a right of way forever over the Northerly 4 feet of said premises for a driveway and granting a right of way forever over a strip of land 4 feet wide along the North side of said premises. The 8 feet of land above referred to, to be used as a driveway for the joint use of said premises and the premises lying directly north of said premises. (The "Shuster Property")

C. Prior to signing this Agreement, Hoffman conveyed by deed to Shuster the Shuster Property.

D. Shuster's agreement to purchase the Shuster Property from Hoffman was conditioned upon Shuster and Hoffman's mutual agreement that a reciprocal easement be

created over the existing driveway and parking areas located on the Hoffman and Shuster properties.

E. As referenced above, the existing driveway presently provides ingress and egress from Wealthy Street and Lovett Avenue to the parking areas located on the Hoffman Property and the Shuster Property. Such ingress and egress and parking areas are also the subject of an Easement Agreement dated November 5, 1998, recorded at Liber 4580, Page 1079, Kent County records.

F. Pursuant to the conditions of the sale of the Shuster Property to Shuster, Hoffman and Shuster desire to grant and receive a non-exclusive ingress and egress easement over the existing parking lot and driveway areas of their respective properties (the "Easement Property") for the mutual benefit of both parties, the purpose of which is to continue the present and future commercial uses of the Hoffman or the Shuster properties.

G. This Agreement has been entered into to set forth the parties' respective understandings, rights, and obligations concerning the easement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

1. Creation of Reciprocal Easement. The parties do hereby establish and create for the mutual benefit of each other, and their respective heirs, representatives, successors, grantees, assigns, employees, tenants, invitees, guests, and customers, a reciprocal, nonexclusive, appurtenant, and perpetual easement over their respective properties for the following purpose:

- a. Pedestrian and vehicular ingress and egress from Lovett Avenue and Wealthy Street to the Shuster Property and Hoffman Property, as well as for parking vehicles in the parking areas located on the Shuster Property and the Hoffman Property.

The owners, owner representatives, employees, tenants, invitees, agents, licensees, clients, and customers of the Shuster Property and Hoffman Property shall have equal rights to use the other party's property solely for pedestrian and vehicular ingress and egress and parking purposes described herein.

2. Dominant Estate. The Hoffman Property shall be the dominant estate for use of the ingress and egress and parking in the parking areas located on the Shuster Property and the Shuster Property shall be the dominant estate for use of the ingress and egress and parking in the parking areas located on the Hoffman Property.

3. Damage to Property and Indemnity. Each party to this Agreement shall repair any damage to any real property of the other party caused by or in connection with the easement rights granted in this document, and shall indemnify and hold harmless the other party from all claims or liability arising from the acts or omissions of the indemnitor and its employees, tenants, invitees, agents, licensees, clients, or customers in connection with the exercise of any easement rights described herein, unless caused by or occasioned wholly or in material part by any act or omission of the other party, or its employees, tenants, invitees, agents, licensees, clients, or customers .

4. Maintenance, Repair, and Improvement Each party shall be solely responsible for all costs of maintenance, repair, and replacement of any portion of the Easement Property that is located on their respective property, so as to keep the Easement Property in a good state of repair and free of snow, ice, and debris.

5. Default. If any party defaults in the full, faithful, and punctual performance of any obligation hereunder to be performed by such party, then the party or parties to be benefitted by the performance of the obligations, will, in addition to all other remedies they may have at law or in equity, have the right if such alleged default is not cured within 30 days of service of written notice (or immediately, if an emergency), to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof.

6. Dispute Resolution.

6.1 Any controversy or claim between the parties arising out of or related to this Agreement, or the breach thereof (other than the failure to pay for an approved cost or expense) may, at the option of any party, be settled by arbitration which shall be conducted by either the Better Business Bureau of Western Michigan or the American Arbitration Association, under their respective rules which are then in effect. Arbitration of any claim or controversy arising out of or relating to this Agreement or the breach thereof must be filed within such time as would be permitted by law for the filing of a suit on such claim in any Court, and, any arbitration which is filed late shall be dismissed and, if not dismissed, the late filing may be presented as a defense in any suit to enforce the arbitration award.

6.2 Each party to this Agreement specifically agrees, by signing this Agreement, or by otherwise becoming subject to it, that it is giving up any right to file suit and have a trial by a judge or a jury of any claim or controversy arising out or relating to this Agreement or the breach thereof (other than the failure to pay for an approved cost or expense and except for any suit to enforce an arbitration award) and that said parties are agreeing to provisions of this Agreement freely and voluntarily. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. Binding Effect. The parties declare that this Agreement will be binding upon the parties, their members, grantees, successors, and assigns, and that the easements, rights, powers and obligations created herein will run with the land. Each owner of any portion of, or interest in the Hoffman Property or the Shuster Property, by acceptance of a deed, land contract, or other conveyance to any part of the property benefitted or burdened by this Agreement does thereby agree to all terms, provisions, obligations, and conditions of this Agreement.

8. Amendment and Termination. This Agreement may be amended, altered, modified or terminated by, and only by, the mutual written agreement of all persons then owning or having an interest of record in the properties affected by the amendment or by all parties owning or having an interest of record in the easement right or power that is to be terminated.

9. Miscellaneous.

9.1 No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Hoffman Property or the Shuster Property to the general public or for any public purposes whatsoever.

9.2 No Third Party Beneficiaries. No third party, except grantees, or heirs, representatives, successors and assigns of the parties will be a beneficiary of any provision of this Agreement.

9.3 Notices. Every notice, demand, request, or other communication which is required or which any party desires to give or make or communicate upon or to any other party, will be in writing and will be given or made or communicated or by mailing the same by postage prepaid registered or certified mail, return receipt requested, to the party at that party's last known address. Every notice, demand, request, or other communication sent will be deemed to have been given, made or communicated, on the third business day after the same will have been deposited, registered or certified, properly addressed as aforesaid, postage prepaid, in the United States mail.

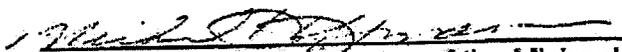
9.4 No Waiver. No waiver of any default by any party will be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provisions, or covenant of this document will not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this document.

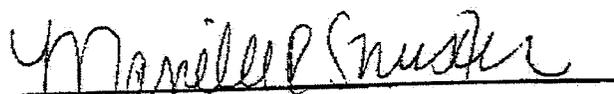
9.5 Construction. This Agreement shall be governed by the laws of the State of Michigan. The headings contained herein are for convenience only and shall not

be used to define, explain, modify, or aid in the interpretation or construction of the contents of this Agreement.

9.6 No Transfer Tax. This instrument is exempt from the county real estate transfer tax pursuant to the provisions of MCLA 207.505(a), MSA 7.456(5)(a), and from the state real estate transfer tax pursuant to the provisions of MCLA 207.526(a), MSA 7.456(26)(a), since the value of the consideration given is less than \$100.00.

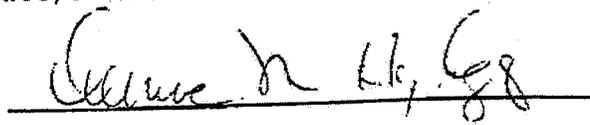
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


Michael S. Hoffman, Trustee of the Michael S. Hoffman Trust, u/a/d 4/10/91, as amended and restated in its entirety by Restated Trust Agreement dated 9/16/92, as amended 4/25/94 and 12/30/97, as amended and restated in its entirety by Restated Trust Agreement dated 6/14/99


Marielle Riday Shuster

STATE OF MICHIGAN)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by Michael S. Hoffman, Trustee of the Michael S. Hoffman Trust u/a/d 4/10/91, as amended and restated in its entirety by Restated Trust Agreement dated 9/16/92, as amended 4/25/94 and 12/30/97, as amended and restated in its entirety by Restated Trust Agreement dated 6/14/99, on behalf of the Trust.


Notary Public, _____ County, MI
Acting in and for _____ County, MI
My Commission Expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by Marielle Shuster

Stacey A. George

Notary Public, _____ County, MI
Acting in and for _____ County, MI
My Commission Expires: _____

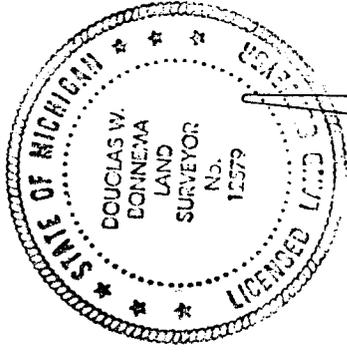
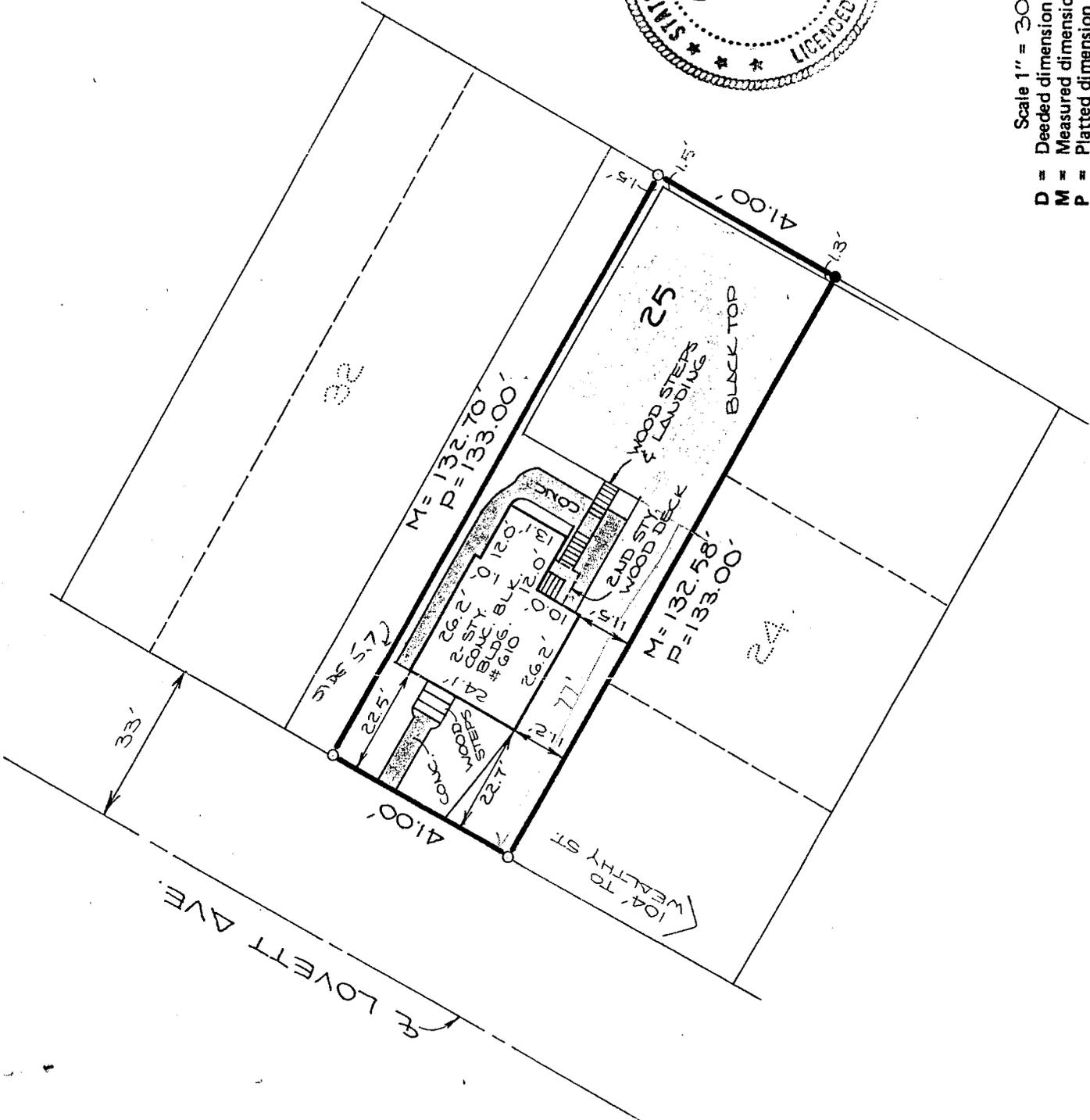
THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Stacey A. George
Charron & Hanisch, PLC
4949 Plainfield Avenue
Grand Rapids, MI 49525
(616) 363-0300

Attachment 4
Survey of Subject Property

Mortgage survey for: Mrs. En
9081 Gr
Comstock

Description:

The Southerly 41 feet of Lot
33, T7N, R11W, City of East Gr



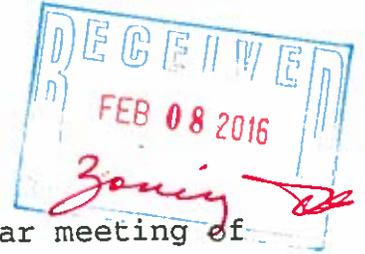
- Scale 1" = 30'
- D = Deeded dimension
 - M = Measured dimension
 - P = Platted dimension
 - = Set iron stake
 - = Found iron stake
 - ⊗ = Concrete monument
 - X- = Fence Line

EX 395 PHO
File No.: 90191



City of East Grand Rapids, Michigan

CITY OF EAST GRAND RAPIDS CITY COMMISSION NOTICE OF PUBLIC HEARING



A public hearing will be held during the regular meeting of the East Grand Rapids City Commission at the date, time, and location listed below, on the application of Marielle Shuster of Coiffeteria (Marielle Shuster Protection Trust), the owner the al property at 610 Lovett Avenue, SE, to rezone the

The Gilmore Collection
The B.O.B.
20 Monroe Ave. NW
Grand Rapids, MI 49503

GRAND RAPIDS MI 49503

05 FEB 2016 PM 6 L



*Thomas A. Faasse
Zoning Administrator
750 Lakeside Dr SE
E. Grand Rapids MI
49506*

49506302950



address.

If you have any questions regarding this request, please contact the undersigned at 940-4817, or tfaasse@eastgr.org.

DATE: Monday, February 15, 2016
TIME: 6:00 p.m.
PLACE: East Grand Rapids Community Center Commission Chamber
750 Lakeside Drive, SE,
East Grand Rapids, Michigan 49506

Thomas A. Faasse
Zoning Administrator

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION

750 Lakeside Drive, SE • East Grand Rapids, Michigan 49506

Telephone (616) 940-4817 Fax (616) 831-6121 www.eastgr.org

*Suggestion!
Leave as a var. and
rezone*

*John F. Schone
owners of prop
610 Lovett SE*

Partners with





CITY OF
EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

BRIAN DONOVAN
CITY MANAGER

MEMORANDUM

TO: Mayor and City Commissioners
FROM: Brian Donovan, City Manager
DATE: February 9, 2016

RE: EMS Consortium Contract

Action Requested: That the City Commission introduce two ordinances in order to implement the “Agreement For The Designation Of Primary Emergency Ground Ambulance Service Areas Among EMS Providers.”

Background: In November 2013, The East Grand Rapids City Commission approved a resolution joining the cities of Kentwood, Grandville, Wyoming, Rockford, Grand Rapids and Plainfield Charter Township in establishing the EMS (Emergency Medical Services) Consortium. The purpose of the consortium is to provide coordination, accountability and improvement of emergency ambulance services. The consortium has partnered with the medical control authority (KEMS) for medical expertise to analyze ambulance provider data and continue to improve patient outcomes.

In Kent County, there are three medical service providers; Rockford Ambulance, AMR and Life EMS Ambulance. The City of East Grand Rapids is in the AMR service area. The Public Safety personnel are the medical first responders and work closely with AMR ambulance personnel. Chief Herald believes that AMR provides the highest level of medical services to the citizens of East Grand Rapids.

Recommendation: The consortium is recommending that the partnering communities adopt the standard agreement (attached) that has been negotiated and agreed upon by the member communities and ambulance providers. There are two ordinances that need to be adopted in order to implement the agreement. The benefits of the agreement are:

- The agreement does not change how existing ambulance services are provided and formally assigns the existing operating area to the current ambulance providers.
- The agreement establishes mutually agreed-upon data and reporting standards that are designed to improve patient medical outcomes.
- The agreement will help guarantee that our communities will have ambulance services now and in the future by assigning areas that promote a sustainable business environment for long-term investment by ambulance providers.

Chief Herald and I recommend that the two ordinances be approved by the City Commission and the EMS agreement be implemented. The Finance Committee has reviewed this item and found it in order.

BD/kb/9108
Attachments

General Info	City Manager	Engineering	Assessor	Parks & Recreation	Public Safety	Streets & Utilities
949-2110	949-2110	940-4817	940-4818	949-1750	949-7010	940-4870
<i>fax 940-4884</i>	<i>fax 940-4829</i>	<i>fax 940-4872</i>				

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF EAST GRAND RAPIDS BY
ADDING A NEW CHAPTER 99A TO TITLE IX OF SAID CODE**

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. A new Chapter 99A entitled "Ambulance Service" is hereby added to Title IX of the Code of the City of East Grand Rapids to read as follows:

**Chapter 99A
Ambulance Service**

An Ordinance to adopt an Agreement for the designation of preliminary emergency ground ambulance service areas among EMS providers.

Section 9.701 Findings. The City Commission of the City of East Grand Rapids finds the following:

(a) There is a need to ensure that residents in the Grand Rapids metropolitan area that are the recipients of emergency medical services receive enhanced care in an efficient manner.

(b) Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, authorizes local governmental units to do the following:

(i) Contract for ambulance pre-hospital life support services;

(ii) Regulate ambulance pre-hospital life support operations providing the standards are not in conflict or less stringent than those provided in the Public Health Code; and

(iii) Defray costs through the collection of fees for services or by the creation and levy of special assessments.

(c) A number of local governments comprised of the cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township, ("Participating Municipalities") and American Medical Response, Life EMS, and Rockford Ambulance (collectively, the "EMS Providers") have developed an agreement to define emergency ground ambulance service areas for each EMS Provider and establish standards for such services.

Section 9.702 Adoption of Agreement. The City hereby approves and adopts the agreement for allocation of primary emergency ground ambulance service areas among EMS Providers dated January 14, 2016, between the Participating Municipalities and the EMS Providers pursuant to the provisions of the Municipal Partnership Act, Act No. 258 of Public Acts of 2011, as amended, and the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended.

Section 2. This Ordinance shall be effective on February ____, 2016.

Section 3. This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

**AN ORDINANCE TO AMEND CHAPTER 99A OF TITLE IX
OF THE CODE OF THE CITY OF EAST GRAND RAPIDS BY ADDING NEW
SECTION 9.703 TO SAID CHAPTER**

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. Chapter 99A of Title IX of the Code of the City of East Grand Rapids is amended by adding a new Sections 9.703 to said Chapter to read in its entirety as follows:

Section 9.703 Primary Ambulance Service Area

A. Findings. The City Commission of the City of East Grand Rapids finds the following:

(1) There is a need to ensure that residents and recipients of emergency medical services receive enhanced care in an efficient manner.

(2) The City of East Grand Rapids along with other municipalities in Kent County (“Participating Municipalities”) have joined together pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended, and Part 209 of the Michigan Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, to develop and enter into an agreement with three emergency ground ambulance providers, American Medical Response, Life EMS, and Rockford Ambulance (collectively, the “EMS Providers”), for ambulance pre-hospital life support services, to regulate ambulance pre-hospital life support operations by providing standards, and to defray costs through the collection of fees for services or by the creation and levy of special assessments.

(3) The Participating Municipalities and the EMS Providers have entered into a formal agreement originally dated January 14, 2016, to designate primary emergency operating rights in certain areas, to improve patient and system outcomes by ensuring continuity of services, to establish transparency in operations, and to develop data reporting standards (“Agreement”).

B. Designation of Primary Service Area. Pursuant to the Agreement, the City has designated a primary emergency ground ambulance service area to the provider or providers listed in the Agreement. The Agreement contemplates periodic review of emergency ground ambulance service providers and the service areas to which they are primarily assigned. During this review process, it is possible for other emergency ground ambulance service providers to be authorized to act and to be assigned a primary service area. Unless and until such assignment is made, only a currently authorized emergency ground ambulance service provider may operate within the City.

C. Penalties. Any violation of subsection B is a municipal civil infraction. Each and every time a violation occurs is a separate offense. In addition to seeking civil fines for the violation of this Ordinance, the City may also seek injunctive relief to bar future violations.

Section 2. This Ordinance shall be effective on February ____, 2016.

Section 3. This Ordinance shall be published in full pursuant to the provisions of Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids

**AGREEMENT FOR THE DESIGNATION OF PRIMARY EMERGENCY GROUND
AMBULANCE SERVICE AREAS AMONG EMS PROVIDERS**

This Agreement for the Designation of Primary Emergency Ground Ambulance Service Areas Among EMS Providers (the “Agreement”) is entered into as of _____, 2015, among the Participating Municipalities as defined herein (the “Consortium”) and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the “EMS Providers”).

RECITALS

A. Pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended the local governments of the Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township (collectively the “Participating Municipalities”), by separate contract, previously entered into a partnership to establish the Consortium to ensure that residents and recipients of emergency medical services as described herein receive enhanced care in an efficient manner.

B. Part 209 of Michigan’s Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, also known as the Emergency Medical Services Act, and Section 20948, in particular, authorizes local governmental units to do the following:

- to contract for ambulance pre-hospital life support services;
- to regulate ambulance pre-hospital life support operations providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- to defray costs through the collection of fees for services or the creation and levy of special assessments.

C. As a result of the work of the Consortium in partnership with the EMS Providers, the parties desire to enter into a formal agreement to (i) recognize and formalize Primary Emergency Ground Ambulance Service Areas (as defined in Section 2 below) for each EMS Provider, (ii) improve patient and system outcomes by ensuring continuity of services, (iii) improve transparency in operations, and (iv) develop data reporting standards.

D. The parties further desire to provide for the implementation of and compliance with this Agreement by providing for oversight and accountability with periodic reports to the Participating Municipalities.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration including the covenants and pledges contained herein, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. PURPOSE

The Consortium, on behalf of itself and its individual members, enters into this Agreement with the EMS Providers to achieve the following:

- A. Contract with the designated EMS Providers for emergency ground ambulance services within the Participating Municipalities.
- B. Contractually recognize each EMS Provider’s Primary Emergency Ground Ambulance Service Area(s) and the corresponding responsibilities and limitations.
- C. Establish general standards and requirements for EMS Providers that are delivering emergency ground ambulance services in the Participating Municipalities.

- D. Establish reporting standards and formats for service level data to be provided by the EMS Providers to the Kent County Emergency Medical Services, the Kent County Medical Control Authority for Kent County (“KCEMS”) and the Consortium, which can be analyzed to improve patient outcomes.
- E. Establish accountability measures to ensure that performance metrics established by KCEMS and the Consortium are achieved by the EMS Providers.
- F. Ensure continuity of emergency ground ambulance services for the Participating Municipalities.

It is not the intent or purpose for Participating Municipalities to provide emergency ground ambulance services.

SECTION 2. DESIGNATION OF PRIMARY EMERGENCY GROUND AMBULANCE SERVICE AREAS

- A. The parties recognize that the EMS Providers have established emergency ground ambulance service areas that the EMS Providers have generally and informally respected. By this Agreement the parties are formally designating those historically respected emergency ground ambulance service areas as depicted on the attached Appendix A as the Primary Emergency Ground Ambulance Service Area(s) for each of the EMS Providers as shown on that Appendix A.
- B. The 9-1-1 Public Safety Answering Points (call taking and dispatch centers) in Kent County (“PSAPs”) will dispatch emergency ground ambulance service in accordance with this designation regardless of how those centers receive the request for service, who makes the request, or the Med or Priority level assigned to the request. Police, fire and other public safety agencies and personnel serving the Participating Municipalities shall also request emergency ground ambulance services in accordance with the Primary Emergency Ground Ambulance Service Areas designated on Appendix A. PSAP dispatches and public safety agency requests for emergency ground ambulance service will be addressed in this manner regardless of any contractual or other arrangement an EMS Provider may have with any other individual, institution, health care provider or other consumer. Unless (i) requested by the EMS Provider dispatched by the PSAP or receiving a public safety agency call for emergency ground ambulance service, or (ii) as provided in any applicable mutual aid agreement, no other EMS Provider shall respond to that incident.
- C. It is not the intent of this Agreement to affect contracts any EMS Provider has to provide ground ambulance services to a licensed health care facility. An EMS Provider may respond to a request made directly to the EMS Provider (i.e., not via a PSAP or public safety agency) made by a person or entity that is located outside of the EMS Provider’s Primary Emergency Ground Ambulance Service Areas who has a contract for such services with the EMS Provider provided the EMS Provider complies with the provisions of subsection 2.D.
- D. Each EMS Provider will respond to requests for emergency ground ambulance services as provided in the applicable KCEMS Protocol in effect when the call is received. (KCEMS Protocols in effect on the date of this Agreement include the “Request for Ambulance Service Policy” (Section 6-47) and the “Medical Priority Dispatch Policy” (Section 6-19), both of which were approved by the KCEMS Board on July 1, 2013, and by the Michigan Department of Community Health [now Michigan Department of Health and Human Services] on January 23, 2014, and were implemented by KCEMS on March 1, 2014.)
- E. Any mutual aid arrangements either existing on or created after the date of this Agreement, shall be respected by the parties to this Agreement.
- F. The Consortium, in consultation with KCEMS and the EMS Providers, may by a majority vote of the Consortium Board, approve modifications to the boundaries of the Primary Emergency Ground Ambulance Service Areas at the request of the Participating Municipality.
- G. The Participating Municipalities may coordinate the adoption of ordinances and policies reasonably necessary to effectuate this Agreement.

SECTION 3. GENERAL STANDARDS OF THE DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS

In accordance with the terms of this Agreement, the EMS Providers shall:

- A. Provide ambulance stations, equipment and personnel needed to provide emergency ground ambulance services within its recognized Primary Emergency Ground Ambulance Service Areas as provided in this Agreement.
- B. Provide emergency ground ambulance services in accordance with all applicable, city, township, County, State, and Federal laws, ordinances, policies, rules, standards and regulations.
- C. Maintain accreditation with the Commission on Accreditation of Ambulance Services throughout the term of this Agreement and any renewal or extension.
- D. Be an ambulance service provider that is accountable to KCEMS, as authorized by Part 209 of Act No. 368 of the Public Acts of 1978, as amended.
- E. Maintain compliance with all protocols, administrative policies, guidelines, directives and reporting requirements developed and published by KCEMS.
- F. Remain in good financial standing with KCEMS, as approved by KCEMS Executive Committee.
- G. Maintain compliance with the terms of all agreements between the Kent County Dispatch Authority and the EMS Providers, and with all dispatching protocols of the Kent County Dispatch Authority and PSAPs.

SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM

Consistent with the partnership contract establishing the Consortium, the Consortium or its designee, shall be responsible to enforce the terms of this Agreement and to provide regular reports to the Participating Municipalities related to the provision of emergency ground ambulance services and patient outcomes when available. The Consortium shall seek to create uniform standards and requirements to better ensure that recipients of emergency medical services receive the best possible care in the most efficient manner.

SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS

Notwithstanding an EMS Provider's Primary Emergency Ground Ambulance Service Area(s), an EMS Provider will send an ambulance consistent with the following:

- A. All requests for ambulance service referred to the EMS Provider that are received through a PSAP, including 9-1-1 callers who may lie outside the EMS Provider's designated Primary Emergency Ground Ambulance Service Area(s).
- B. All requests for appropriate resources for mass casualty incidents and disasters as required in applicable local and regional protocols and policies.
- C. All requests for ambulance service originating in the Participating Municipalities that were calls received by other means if the call is triaged using KCEMS-approved dispatch protocols to receive a Priority-1, Priority-2, or Priority-3 response.
- D. All requests for medical stand-by at working fires and other significant fire operations incidents – at no cost to the requesting jurisdiction.

SECTION 6. SPECIFIC REQUIREMENTS OF DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS.

While this Agreement remains in effect, each EMS Provider agrees to provide emergency ground ambulance services consistent with the following:

A. MAINTAIN ACCREDITATION WITH THE COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES (CAAS)

An EMS Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services. Any notice or violation of an accreditation standard received by an EMS Provider shall be reported to the Consortium and KCEMS. The Consortium and KCEMS may request and, when requested, each EMS Provider shall provide documentation of compliance with accreditation standards at any time during the term of this Agreement.

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

All EMS Providers designated through this Agreement shall provide and accept full reciprocity in ambulance service memberships offered by other EMS Providers.

C. PROCESS PERFORMANCE REQUIREMENTS

EMS Providers will comply with process performance requirements including clinical quality data consistent with the current KCEMS Quality Improvement (QI) Plan as updated from time to time by KCEMS.

D. AMBULANCE MARKINGS

All markings and color schemes for vehicles used for emergency ground ambulance services shall affirmatively promote vehicle safety, public safety, and a professional image. Any advertising and marketing for emergency service vehicles shall emphasize the "9-1-1" emergency telephone number. The advertising of any other telephone numbers for any type of emergency service is not permitted.

E. GPS

If the Consortium and PSAPs request the EMS Providers to do so, the EMS Providers will provide all PSAPs in Kent County with a web-based link or other such technological solution as approved by the Consortium to provide the real-time location of its emergency ground ambulance response units. The EMS Providers will install a CAD-to-CAD interface which will allow real-time location information to be available in the PSAPs as the technology for the same becomes reasonably available and the PSAPs have it available. It is not the intent of the Consortium to apply a penalty to this requirement except for failing to supply the required real-time link to the information requested.

F. MEDICAL EQUIPMENT LIST

All EMS Providers shall be in compliance with equipment standards established by KCEMS and the State of Michigan Department of Health and Human Services (or successor agency), as revised from time to time.

G. AGREEMENT REVIEW MEETINGS

The EMS Providers shall participate in review meetings with the Consortium or its designee on a mutually agreed schedule. The EMS Providers shall each have a representative in attendance at all regularly scheduled review meetings, which representative shall have the authority to respond to and resolve issues, problems, disputes, and other matters that may come before the Consortium, or its designee. Nothing herein shall be interpreted to limit the ability of the parties to hold other meetings.

H. AMBULANCE RATE DISCLOSURE

The EMS Provider shall, within 30 days after the effective date of this Agreement and before the effective date of any modifications provide the Consortium with an updated list of all rates assessed by the EMS Provider. The Consortium may publish the rates on the Consortium's website or in

another publicly available venue.

I. RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES¹,

The EMS Providers shall allow the Consortium and/ or its designee, to inspect, audit, and copy all records related to the delivery of services under this Agreement, including, but not limited to, inspection of records from the State, training and certification records of EMS Provider staff, patient care records, dispatch records, and any other applicable records upon advance notice of at least two (2) business days. Such records shall be made available for inspection, auditing and copying at a location within Kent County, Michigan.

The Consortium or its designee shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the EMS Provider in monitoring this Agreement. Should the Consortium or its designee, in coordination with KCEMS, determine that a vehicle or equipment item is not in good condition, the Consortium, may request replacement and the EMS Provider will comply within an agreed-upon time-frame.

J. CRITICAL FAILURE REPORTING

Any time an ambulance is dispatched to an emergency call or the ambulance is transporting a patient from an emergency request for service and cannot complete the transport due to mechanical or other reason not related to system management (reassignment of priority) this will constitute a “Critical Failure” and must be reported by the EMS Provider within 72-hours of the occurrence to the Consortium or its designee.

K. CLIENT SATISFACTION SURVEY

To gauge client satisfaction with the emergency services provided pursuant to this Agreement, the EMS Providers shall annually conduct client satisfaction surveys and will provide to the Consortium and KCEMS a copy of those surveys no later than July 1 of each year, or upon another mutually agreed upon date. The Consortium may conduct a client satisfaction survey. The EMS Providers will comply with all requests for information necessary to complete the Consortium’s survey, subject to any legal requirements and/or limitations.

L. TIME SYNCHRONIZATION

The parties acknowledge and agree that it is important that all EMS Providers’ time-keeping devices be synchronized. Each EMS Provider will be responsible to comply with the following standards:

- Ambulance CAD server time shall be configured to sync with the National Institute of Standards and Technology Internet Time Service.
- Electronic patient care report devices shall be configured to sync with the National Institute of Standards and Technology Internet Time Services. Monitors/Defibrillators and other biomedical equipment with time logging features shall be configured to sync with electronic patient care report devices upon download.

At any time during the term of this Agreement, the Consortium or its designee may request a demonstration that equipment is in compliance with the foregoing standards.

¹ The access to, inspection or copying of any patient care record or other document or recording which may contain Protected Health Information (PHI) may only be released to the Consortium under HIPAA or through a KCEMS Professional Standards Review Organization (PSRO) committee. The Consortium shall not retain any permanent copy of a protected patient care record outside of KCEMS PSRO process and shall not disclose or disseminate any case specific information related to protected materials to the extent permitted by law.

M. ELECTRONIC PATIENT CARE REPORT SYSTEM

The EMS Provider will utilize an electronic patient care report (“ePCR”) system using emergency medical services data collection software in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system must be compliant and compatible with current National EMS Information System (“NEMSIS”), the State of Michigan EMS Bureau data standards and requirements, and require approval from KCEMS prior to implementation.

All data collected by the ePCR will be made available for use by KCEMS and for quality management, research and auditing purposes, in data file formats, mapped exports or reports produced by the EMS Provider as specified by KCEMS in coordination with the Consortium or its designee.²

SECTION 7. DURATION OF AGREEMENT

A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on _____, 2015. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by KCEMS Administrative Policy/Protocol as updated and amended from time to time. Twelve months after the effective date of this Agreement, the Consortium or its designee will begin a review of compliance with the terms of this Agreement for each EMS Provider. Thereafter, and based on its compliance review, in the 15th month of this Agreement, the Consortium may, in its sole discretion:

- Extend this Agreement by offering a five year extension of this Agreement to some, all, or none of the EMS Providers
- Extend this Agreement for 12 months or in other increments chosen by the Consortium.
- In the event that an EMS Provider fails to meet the terms of this Agreement after eighteen months and is found by the Consortium to be in major breach of the terms of this Agreement, the Consortium may place all, or part, of the EMS Provider’s allocated Primary Ground Ambulance Service Area(s) out to bid through a competitive RFP process

The EMS Providers agree to provide service under any extensions to this Agreement, if requested by the Consortium, subject to the terms of this Agreement.

B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

This Agreement takes into consideration the fact that the establishment of an effective and sustainable emergency ground ambulance service is complex and requires considerable on-going investments. In addition to the provisions set forth in Section 7.A., the parties agree that the Consortium may, with the approval of the EMS Providers, enter into additional extensions of this Agreement subject to the provisions of Section 7.C..

C. MANDATORY RFP PROCESS

To ensure that the Participating Municipalities are receiving and providing high-quality services that meet best-practices and are consistent with providing the best services available at the most efficient costs, and notwithstanding any other provision herein, the Consortium shall issue a “Request for Proposals” not later than December 31, 2025. There is no obligation on behalf of the Consortium to

² See fn. 2, supra.

change providers or the existing service delivery model after issuing the RFP; the purpose is to ensure that the Consortium has the best available information regarding best-practices for emergency ground ambulance services. The mandatory RFP Process may be waived if, by a majority vote of the Consortium, it is agreed that the RFP Process will not improve the quality of EMS services which are provided pursuant to this Agreement.

D. NOTICE ON EXTENSION

Except as otherwise provided for herein, notice of any extension approved by the Consortium shall be provided in writing to the EMS Providers not less than three months prior to the effective date of any such extension.

SECTION 8. COMPENSATION

The sole compensation to the EMS Providers for services rendered under this Agreement are:

- the designation of emergency ground ambulance service market rights in its assigned Primary Ground Ambulance Service Area(s);
- the ability to collect revenues from fee-for-service or other third-party payers.

Neither the Consortium nor the Participating Municipalities will provide any compensation for emergency medical services provided pursuant to this Agreement.

SECTION 9. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS

Quarterly the EMS Provider will submit a report to KCEMS which accurately identifies the medical outcome data set forth in KCEMS Administrative Policy/Protocol as updated and amended from time to time. The data and information provided to KCEMS shall minimally include the following:

1. Number of calls
2. Response priority
3. Transport priority
4. Response Time Intervals Performance, using the criteria and methods described in attached Appendix B which is incorporated by reference.
5. Cases falling out of response time intervals
6. Cardiac arrests as part of the CARES data for the community.
 - a. Number of arrests
 - b. Number worked by ALS
 - c. Number transferred to hospital
 - d. Number discharged from hospital
 - e. Survival of witnessed shockable arrests
7. STEMIS – A specific type of heart attack
 - a. Scene time
 - b. Time to EKG
 - c. Overcall/undercall rate
8. RAPS score.

To reflect changes in advances in medical science and industry best practices, this Section 9 may be modified by the Consortium in collaboration with KCEMS and notice of such changes provided to the EMS Providers. Nothing herein shall prohibit the ability of the Consortium to establish specific performance data and measurement standards independent of those set forth in this Agreement, which authority is specifically reserved to the Consortium and KCEMS. Any such changes to this Agreement or to other medical performance standards must be approved by the Consortium.

SECTION 10. COMPLIANCE INCENTIVES AND PENALTIES

During the initial term (18-months) of this Agreement, the application of penalties is suspended unless the response time falls below a compliance rate of 80% based upon monthly aggregate data.

As an incentive for EMS Providers to maintain the highest levels of service, following the initial term of the Agreement, individual response penalties on calls within the applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.

In an effort to improve patient and system outcomes based upon evidenced based data, the Consortium, at the request and recommendation of KCEMS, may approve changes to the response time criteria, suspend penalties to allow for adjustment to revised response time criteria, or develop new response time incentives and penalties. EMS providers shall be given notice at least 45-days prior to the effective date of any such changes to the response time criteria. The current Response Times are established to be consistent with KCEMS policy related to "Ambulance Provider Standards." It is expected that these response times will continue to be updated throughout the term of this Agreement in coordination with KCEMS.

Non-compliance for individual cases and monthly aggregate data shall subject an EMS Provider to penalty fees as set forth herein. Higher tiers in the incentive / penalty structure apply to recurring non-compliance situations.

A. Response Time Intervals: Priority I

- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone: 8 minutes zero seconds
 - Suburban Zone: 12 minutes zero seconds
 - Rural Zone: 15 minutes zero seconds
- Non-Compliance Penalties for Priority I Response Time:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment $< 90\%$ compliance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 8 minutes of applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.
 - Inclusion / Exclusion Criteria: As described in Appendix B.

B. Response Time Intervals: Priority II.

- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone: 20 minutes zero seconds

- Suburban Zone: 20 minutes zero seconds
- Rural Zone: 20 minutes zero seconds
- Non-Compliance Penalties:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment <90% compliance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
 - Inclusion / Exclusion Criteria: As described in Appendix B.

C. Response Time Intervals: Priority III

- There are no currently adopted response times for Priority III calls. KCEMS in coordination with the Consortium will be adopting response times when quantitative data is available.
- Response time must be in compliance $\geq 90\%$ in monthly aggregate based upon the zone stated below:
 - Urban Zone:
 - Suburban Zone
 - Rural Zone:
- During periods of inclement or dangerous weather, and when a patient is known to be outside in the elements, Medical First Responders must be sent to the call unless the ambulance will arrive to the scene within 10 minutes of the initial request.
- Non-Compliance Penalties:
 - Individual responses: \$5/whole minute increment
 - Monthly aggregate: \$100 for each 1% increment <90% compliance
 - In the event an EMS provider fails to notify Medical First Responders for a patient known to be outside in dangerous or inclement weather: \$100 for each minute beyond 10 minutes until the arrival of the ambulance
- Incentive for Above Minimum Compliance
 - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
 - Inclusion / Exclusion Criteria: As described in Appendix B.

D. Patient Contact Time Documentation

- Standard: Documented in a discrete data field for each response with patient contact with >95% reliability
- Non-Compliance Penalties:
 - \$10/missing time stamp

- \$100 for each whole 1% <95% reliability in monthly aggregate data
- Above Minimum Compliance Incentive
 - Individual missing time stamp fines waived with >97% reliability
- Exceptions:
 - Multiple patient incidents

Each EMS Provider will be expected to maintain 100% compliance with all KCEMS administrative standards, policies, procedures, and protocols as amended from time to time. Failure to maintain 100% compliance will be considered a minor breach of agreement and subject to escalation to a major breach as outlined in Section 11.

SECTION 11. BREACH OF AGREEMENT

A. MINOR BREACH

The following shall constitute a minor breach of this Agreement:

1. Following the initial term of the Agreement, meeting the scheduled response time interval standards for Priority I, Priority II, or Priority III calls with less than 90% but greater than 88% reliability in a calendar month in the Primary Ground Ambulance Service Area(s) as set forth in Appendix A.
2. Following the initial six months of this Agreement, less than 100% compliance with any of the performance and reporting standards established KCEMS administrative standards, policies, procedures, and protocols apart from those listed below:
 - a. Response Time Interval Standards
3. Failure to comply with any KCEMS data / reporting request within 5 business days unless additional time is granted by KCEMS Executive Director or Medical Director.
4. Except as provided otherwise herein, failure to comply with any other requirement of this Agreement

Upon written notice to the EMS Provider by registered mail, receipt confirmed courier delivery, receipt confirmed email, or hand delivery advising that a minor breach has occurred, the EMS Provider shall have 45 days to submit documentation establishing that the breach has been corrected and provide documentation that steps have been taken to ensure that the breach will not recur. The Consortium reserves the right to verify compliance by any means it deems appropriate. If the verification does not support that the breach has been corrected and the 45 day timeframe has been exceeded, the violation shall then be deemed to constitute a major breach pursuant to Section 11.B. The EMS Provider may request an extension to the 45- day correction period from the Consortium which may be granted in the sole discretion of the Consortium.

B. MAJOR BREACH

The following shall constitute a major breach of this Agreement:

1. Two minor breaches in any 90 day period.
2. Failure of the EMS Provider to remain in substantial compliance with the requirements of Federal, State, or local laws, ordinances, policies, and regulations, including any loss or suspension of any necessary license or authorization;
3. Failure of the EMS Provider to remain in substantial compliance with the requirements, policies, procedures, regulations and fee obligations of KCEMS.

4. Failure of the EMS Provider to respond to all calls for service within their Primary Ground Ambulance Service Area(s) or ensure a response to all calls for service within their Primary Ground Ambulance Service Area(s);
5. Failure of the EMS Provider to comply with any particular response time interval performance requirement for the Consortium Service Area in the aggregate for two consecutive months, or for any four months in a 12 month period;
6. Failure of the EMS Provider to arrive at the scene for emergency response calls within the timeframes specified below 80 percent of the time in any month, excluding calls which meet the exception criteria outlined in Appendix B.
7. Failure by the EMS Provider to comply with required payment of fines or penalties within 30 days of written notice of the imposition of such fine or penalty;
8. Failure of the EMS Provider to maintain compliance with the insurance requirements specified in this Agreement;
9. The institution of proceedings for relief by EMS Provider under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by the EMS Provider to the filing of any bankruptcy or insolvency proceedings against EMS Provider in any state or federal court, or the entry of any order adjudging the EMS Provider insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for EMS Provider or its property in any state or federal court;
10. The voluntary or involuntary dissolution of EMS Provider;
11. At any time during the term of this Agreement or any extension the EMS Provider is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services;
12. Any other willful acts or omissions of the EMS Provider that endanger the public health or safety;
13. Any other breach of the terms of this Agreement by an EMS Provider set forth in Section 11.A. which remains uncorrected after 45 days written notice from the Consortium without extension for cure granted by the Consortium; and
14. A third breach of the same provision of this Agreement (whether such breach by itself would constitute a Major or Minor Breach) in a 12 month period after written notice of the first two breaches has been provided to EMS Provider by the Consortium, even if the prior breaches were cured by the EMS Provider during an applicable cure period, if any.

In the event that the Consortium determines that a Major Breach has occurred, the Consortium shall provide written notice of the breach to the EMS Provider. The notice shall contain a reasonable period for EMS Provider to cure such breach, taking into account the nature of the breach. In the event that a major breach remains unresolved for more than the authorized cure period, in addition to any and all rights and remedies available to the Consortium, the Consortium shall have the right upon written notice to declare the EMS Provider in default of this Agreement and take one or more of the following actions:

- Impose fines on the EMS Provider in the amount of \$1,000 per day, per Major Breach, until such time as the breach or breaches are completely cured or this Agreement is terminated.
- Terminate this Agreement with that EMS Provider upon a date set by the Consortium.

All remedies available to the Consortium shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the Consortium at law or in equity.

SECTION 12. INSURANCE REQUIREMENTS

A. QUALIFICATIONS

At all times while this Agreement remains in effect, the EMS Provider shall maintain on file with the Consortium or its designee all required insurance coverages as set forth in this Agreement, which coverages shall also comply with the following:

- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Michigan and acceptable to the Consortium.
- The policies shall clearly indicate that the EMS Provider has obtained insurance of the type, amount and classification as required in strict compliance with this Section 12.
- No modification or change or cancellation of insurance shall be made without 30 days prior written notice to the Consortium, except for cancellation for non-payment for which ten days prior written notice shall be provided.

B. INSURANCE

1. WORKER'S COMPENSATION

Each EMS Provider shall provide Workers' Compensation coverage for all employees. The limits will meet statutory obligations for Workers' Compensation and \$100,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the Consortium, Participating Members, KCEMS and their agents, employees and officials.

2. COMPREHENSIVE GENERAL LIABILITY

Each EMS Provider will provide general liability coverage for all operations including, but not be limited to, contractual, products and completed operations, and personal injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) provided on a per occurrence basis.

3. COMMERCIAL AUTOMOTIVE LIABILITY

Each EMS Provider shall provide coverage for all owned and non-owned vehicles used in its operations under this Agreement for limits of not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

4. MEDICAL MALPRACTICE LIABILITY

Each EMS Provider shall obtain and maintain medical malpractice liability insurance for each employee, agent, or servant responsible for providing medical care during the course of his/her employment. Such liability insurance shall not be less than \$1,000,000 per person and shall be issued on a per occurrence basis.

5. EXCEPTIONS

Any exceptions to these insurance requirements must be approved in writing by the Consortium. Should any EMS Provider be unable to meet the insurance requirements set forth in this Agreement, the EMS Provider may, at its discretion and on a case-by-case basis, request the Consortium to accept a modified qualification. The EMS Provider will be required to present justification and documentation to the Consortium, or its designee, before said request can be evaluated, reviewed, or acted upon.

C. AUTHORIZED INSURANCE PROVIDERS

If at any time any of the policies shall be or become unsatisfactory to the Consortium as to form or substance, or if any carrier issuing policies for insurance required herein shall be or becomes reasonably unsatisfactory to Consortium, EMS Provider shall immediately obtain a new evidence of insurance

satisfactory to the Consortium in replacement thereof.

D. NON-RELIEF OF LIABILITY AND OBLIGATIONS

Compliance with the foregoing insurance requirements shall not relieve an EMS Provider of its liability and obligations under any part of this Agreement.

E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS

To the extent allowed by law, all insurance coverages, except medical malpractice insurance, shall name the Participating Municipalities, KCEMS, the Consortium and their officers, employees and agents as additional insureds or as the beneficiaries of the policy as required by the Consortium. Neither the Participating Municipalities, the Consortium, nor their employees, officers or agents shall be liable for any sums of money that may represent a deductible in any insurance policy.

F. SUBJECT TO CONSORTIUM APPROVAL

All insurance policies submitted by an EMS Provider are subject to approval by the Consortium. Insurance companies shall be rated "A" or "A-" by A.M. Best Inc., or equivalent.

G. DOCUMENTATION

Prior to the effective date of this Agreement, documentation reasonably satisfactory to the Participating Municipalities shall be filed with the Consortium evidencing the EMS Provider's maintenance of required insurance coverages and establishing the endorsements specified herein and compliance with the provisions of this Agreement. Each EMS Provider shall also file with the Consortium documentation reasonably satisfactory to the Participating Municipalities for those policies that are renewed during this Agreement or for any policies replaced or modified during the term of this Agreement.

H. SELF-INSURANCE

An EMS Provider may propose a self-funded insurance alternative (self-insurance) in lieu of purchasing insurance as specified in this Section 12. The Consortium reserves the right in its reasonable discretion to evaluate and approve the EMS Provider's self-insurance alternative. The Consortium reserves the right to require commercial insurance in the amounts and types as set forth above. Approval of a self-insurance alternative should not be assumed.

The Consortium reserves the right to approve or deny an EMS Provider's request to switch to a self-insured alternative or to condition approval upon such measures reasonably required by the Consortium including, without limitation, obtaining a satisfactory umbrella policy or other surety to protect against catastrophic claims. The EMS Provider shall not assume such approval will be granted and must allow sufficient time for the Consortium to review such a request.

SECTION 13. INDEMNITY REQUIREMENTS

Nothing in this Agreement shall be interpreted or construed to constitute a waiver of the Participating Municipalities entitlement to rely on a defense of governmental immunity to the extent otherwise permitted by law, which right is affirmed.

A. HOLD HARMLESS PROVISIONS

Each EMS Provider shall hold harmless and indemnify the Consortium, the Participating Municipalities and their respective officers, elected officials, employees and agents (each, an "Indemnitee") from all claims, suits, legal actions, demands, damages, liabilities, losses, costs and expenses, including reasonable attorney fees, arising out of any negligent act or omission of that EMS Provider in connection with its performance of the services under this Agreement (the "EMS Provider Indemnification"). The EMS Provider indemnification shall not be interpreted to waive or release any legal defense, immunity or exemptions afforded to EMS Providers under Michigan law. The EMS Provider indemnification shall not be applicable where the claims, suits, legal actions, demands, damages, liabilities, losses, costs and

expenses, including attorney fees, arise from the negligence, gross negligence and/or willful misconduct of the Consortium or any of the Participating Municipalities.

In the event that any claims, suits, legal actions, and/or demands are brought against an Indemnitee and fall within the EMS Provider Indemnification as outlined in the preceding paragraph, then the applicable EMS Provider shall provide the Consortium and any Participating Municipalities named in such actions or demands with a legal defense, including the payment of all reasonable legal expenses associated with such a defense, to the extent provided under the insurance coverage set forth in section 12 of this Agreement. The EMS Provider, in consultation with its insurer, shall have the exclusive right to select counsel of the EMS Provider's choice and shall direct all defense in connection any such claims, suits and demands. The provisions of this section 13.A. shall survive termination of this Agreement.

B. LIMITATION OF DAMAGES

In no event shall the Consortium or Participating Municipalities be liable to an EMS Provider or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement, including but not be limited to any claims for lost business or profit, consequential damages or otherwise, regardless of whether the Consortium and Participating Municipalities had been advised of the possibility of such damages. By way of example and not limitation, neither the Consortium nor the Participating Municipalities shall be liable to any EMS Provider for any claims of lost business or profit arising out of any finding of breach or declaration of default by the Consortium or Participating Municipalities. In furtherance of the foregoing, the EMS Providers voluntarily and knowingly waive and release any claim for business, consequential or similar damages resulting from the existence or implementation of this Agreement.

C. NOTIFICATIONS

The EMS Provider shall notify the Consortium whenever the State of Michigan Bureau of Emergency Medical Services or other State agency is conducting an investigation of any of its personnel or the operations that provide ambulance service to the Consortium.

SECTION 14. VACATED SERVICE AREA SERVICE GUARANTEE

In order to promote public safety and to ensure that emergency ground ambulance services are available in designated services areas, the parties covenant that if during the term of this Agreement (including any extension term) an EMS Provider is unable to provide emergency ground ambulance services in its designated Primary Ground Ambulance Service Area(s) for whatever reason, then the remaining EMS Providers will jointly provide such services in the impacted areas as designated and requested by the Consortium or its designee.

SECTION 15. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT

Any Participating Municipality or individual EMS Provider may withdraw from this Agreement without terminating this Agreement. Any withdrawal or termination must comply with the following provisions:

A. To the extent consistent with the foundational documents establishing the Consortium, at any time a Participating Municipality may withdraw from participation in the Agreement for cause by providing written notice to the Consortium subject to the following:

- In the event that a Participating Municipality withdraws from participation, the Consortium will immediately notify the affected EMS Provider of the withdrawal. The EMS Provider agrees to provide services for a period of up to 180-days, or until such time as mutually agreed between the EMS Provider and the withdrawing Participating Municipality.
- Withdrawal by a Participating Municipality does not impact the application of the terms of this Agreement to other parties to this Agreement.

B. In the event that an EMS Provider desires to withdraw from this Agreement it must provide written notice of the withdrawal not less than 180 days in advance of terminating services and must continue to provide service throughout the 180 day period at the expected levels as stated in this Agreement or until such time as the EMS Provider and Consortium mutually agree to terminate services. Withdrawal from this Agreement by an EMS Provider does not impact the application of the terms of this Agreement to other parties.

C. This Agreement may be terminated by the mutual consent of the parties subject to the following:

- The termination must be documented in writing between the Consortium and the EMS Providers
- The EMS Providers agree to fully comply with the obligations set forth in Section 16.

SECTION 16. OUTGOING EMS PROVIDER PROVISIONS

A withdrawing EMS Provider must continue to provide services in compliance with the provisions of this Agreement as set forth in Section 15.B. during the withdrawal period.

The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, modified or removed from the premises of the EMS Provider outside the normal course of business activities, or modified without the specific written approval of the Consortium. Any information, spreadsheets, documents, data, or electronic media shall become the property of the Consortium. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the Consortium and the cost for such restoration paid by withdrawing EMS Provider.

Personnel records of employees shall, with the proper consent of employees, be released to the Consortium or its designee in a timely manner.

Unless otherwise specifically instructed, all requests pursuant to this Section 16 shall be met within two (2) weeks of written request for said documents.

It is expressly understood and agreed to by all parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the withdrawing EMS Provider as the Consortium attempts to exercise any or all of these provisions shall constitute a major breach of Agreement.

Section 17. Miscellaneous

A. SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by any party without the written consent of the other parties to this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and permitted assigns of the parties to this Agreement.

B. SEVERABILITY

The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement. In the event any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

C. THIRD PARTIES

This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

D. NOTICES

All notices and other communications provided for in this Agreement shall be in writing and shall be

deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

E. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL

The parties may execute this Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

The parties have signed this Agreement as of the date first written above.

[SIGNATURES ON FOLLOWING TWO PAGES]

EMS CONSORTIUM, a joint endeavor pursuant to
2011 PA 258

By: _____
Kenneth Krombeen, Board Chairperson

By: _____
Cameron Van Wyngarden, Board Secretary

Approved: January 14, 2016

Date signed: _____, 2016

CITY OF EAST GRAND RAPIDS, a Michigan
municipal corporation

By: _____
Amna Seibold, Mayor

By: _____
Karen Brower, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF GRAND RAPIDS, a Michigan municipal
corporation

By: _____
Rosalynn Bliss, Mayor

By: _____
Darlene O'Neal, Clerk

Approved: _____, 2016

Date signed: _____, 2016

LIFE EMS, INC., a Michigan corporation

By: _____
Mark Meijer, President

Date signed: _____, 2016

PARAMED, INC., a Michigan corporation, d/b/a
AMERICAN MEDICAL RESPONSE

By: _____
Richard Whipple, General Manager

Date signed: _____, 2016

ROCKFORD AMBULANCE, INC., a Michigan
nonprofit corporation

By: _____
Roger C. Morgan, CEO

Date signed: _____, 2016

CITY OF GRANDVILLE, a Michigan municipal corporation

By: _____
Steve Maas, Mayor

By: _____
Mary Mienes, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF KENTWOOD, a Michigan municipal corporation

By: _____
Stephen Kepley, Mayor

By: _____
Dan Kasunic, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF ROCKFORD, a Michigan municipal corporation

By: _____
Jerry Coon, Mayor

By: _____
Christine Bedford, Clerk

Approved: _____, 2016

Date signed: _____, 2016

PLAINFIELD CHARTER TOWNSHIP, a Michigan municipal corporation

By: _____
Jay Spencer, Supervisor

By: _____
Ruth Ann Karnes, Clerk

Approved: _____, 2016

Date signed: _____, 2016

CITY OF WYOMING, a Michigan municipal corporation

By: _____
Jack Poll, Mayor

By: _____
Kelli VandenBerg, Clerk

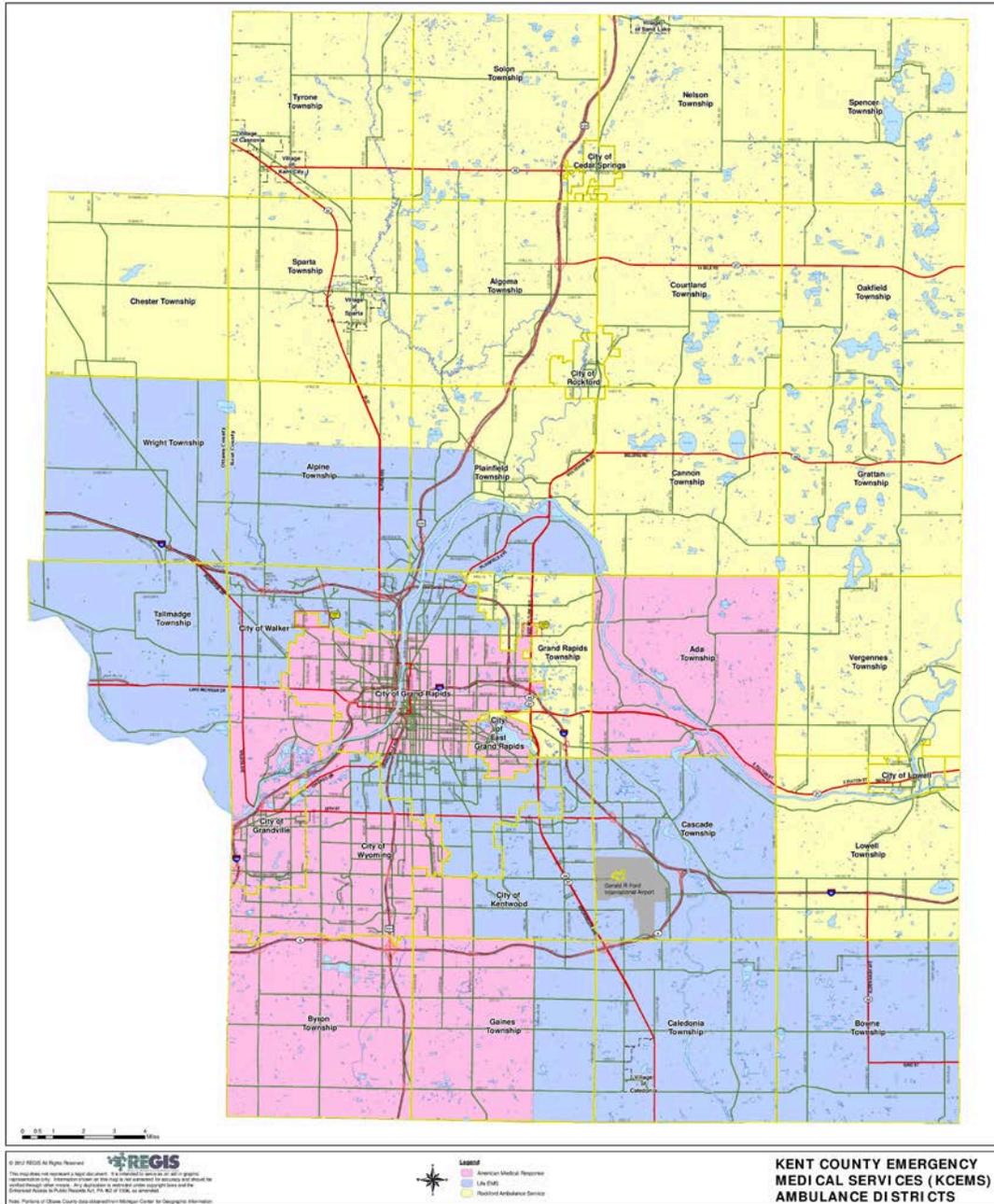
Approved: _____, 2016

Date signed: _____, 2016

Appendix A

Ambulance Service Area Map as mutually agreed between KCEMS, AMR, LIFE EMS, and Rockford Ambulance for the purpose of defining the Service Areas for PSAP 911 Emergency Referrals. KCEMS maintains detailed description of boundaries agreed to December 23, 2009.

Ambulance Territory Map – Areas in Yellow are covered by Rockford Ambulance Service; Pink by AMR; Blue by Life EMS.



Appendix B

I. Response Time Interval Measurement Methodology

EMS Providers response time interval performance shall be calculated on a monthly basis to determine compliance with the standards set forth in this contract. The EMS Provider will be held accountable for their response time interval performance regardless of how the request for service is received. In the monthly calculation of EMS Providers compliance to response time interval performance standards, every request from the Consortium service area shall be included. The following provisions will apply to how response time event data and intervals are captured and calculated.

A. Reporting Frequency & Data Validity

Each EMS Provider shall submit its monthly response time interval performance report the Consortiums designee no later than the third Friday of the following month. The Consortiums designee shall validate the individual reports through the data submitted to ensure compliance. Failure to submit monthly reports or to inaccurately report data outside of the predetermined data definition and submission process will be considered a major breach. The Consortiums designee shall provide quarterly reports to the Consortium including summaries of operational successes and challenges.

B. Geo-Fencing

As technology continues to evolve, the EMS Provider agrees to implement use of geo-fencing technology, or functional equivalent technology that meets with the approval of the Consortium, to reliably automate the time stamping of vehicle movement events (e.g., enroute to scene; at scene; enroute to hospital; at hospital). The implementation of geo-fencing technology shall be considered in future extensions of this Agreement.

C. Response Time Interval Calculation – Individual Response

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or, between the Call Receipt and the time the ambulance is cancelled by a public safety agency.

D. Call Receipt

Call Receipt is defined as when the EMS Provider's dispatch center receives adequate information to identify the location of the call and the Medical Priority Dispatch Protocol priority level.

E. At Scene

"At Scene" time means the moment the first ambulance service licensed ALS vehicle, appropriately staffed, arrives and stops at the exact location where the vehicle shall be parked while the paramedic(s) exits to approach the patient and notifies dispatch (via MDC, AVL or voice). Crews will not report at scene until the vehicle has come to a complete stop.

A supervisory or other non-transport capable unit, licensed as an emergency response vehicle, that arrives prior to an ambulance and has ALS capability will count as the 'At Scene' time for the purposes of response time interval calculations. If a non-transporting supervisor vehicle arrives and meets the on-scene time requirement, the transporting ambulance must arrive to the scene, from the time of call receipt to arrival, under the subsequent time response standards for that response zone so as to avoid unnecessary delays in transporting the patient. For example, if a licensed ALS capable vehicle arrives on-scene within the response time standard for the prioritized medical call, the arriving transporting ambulance must arrive within the response times for a Priority II call. EMS Providers shall provide documentation on the response time arrival for the transporting ambulance that arrives on-scene.

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or

wilderness locations), arrival 'at scene' shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

F. Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, EMS Provider may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced or the edit is validated through secure technological means.

II. Calculating Response Time Interval with Upgrades, Downgrades, Cancellations, Mutual Aid, and Turn-Overs

In the event any of the following events occur during an Emergency ambulance response (with or without lights and sirens), the calculation of the response time interval determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

A. Upgrades

If an assignment is upgraded to Priority 1 from Priority 2 or 3 prior to the arrival on scene of the ambulance, EMS Provider's compliance and penalties will be calculated based on time elapsed from call received to at scene at longer response time interval standard.

B. Downgrades

If a call is downgraded prior to arrival on scene of the ambulance from Priority 1 to Priority 2 or 3, EMS Provider's compliance and penalties will be determined as follows:

- i) If the time of the downgrade occurs before the ambulance has exceeded the higher priority response time standard, the less stringent standard will apply. If the downgrade occurs after the ambulance has exceeded the higher priority response time standard, the more stringent standard will apply
- ii) Prioritization of Assignments to Responses Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses.

C. Canceled Calls

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, EMS Providers compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled if that time was greater than the time allowed for that priority time standard. Calls that are cancelled prior to arrival and where the cancellation occurs before the applicable response time will be not be counted or included in the monthly compliance reports.

D. Mutual Aid Responses

EMS Provider shall not be held accountable for response time compliance for any assignment originating outside its Primary Ground Ambulance Service Area(s) that is turned over from another EMS Provider or in mutual aid outside of the Consortium service area.

E. Turn-Overs

If the EMS Provider turns-over a response in its own Primary Ground Ambulance Service Area(s) to another EMS Provider the EMS Provider turning over the response will still be held accountable for the response time interval performance to include their response time and that of the EMS Provider taking the response. The EMS Provider taking the response will be held accountable for their performance from their own time of call receipt from the EMS Provider that turned-over the response.

- i) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time interval for the first arriving ambulance will be used to compute the response time interval for that incident.

III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES³

Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses. If an ambulance is reassigned enroute or cancelled prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the assigned priority of the initial or the upgraded priority - whichever is shorter. Response times will be calculated from the time a call is received until the assigned ambulance arrives on scene, diverted, or original response.

IV. RESPONSE TIME EXCEPTIONS AND EXCEPTION REQUESTS

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the EMS Provider's control or awareness will not be grounds to grant an exception to compliance with the Response Time Standard.

Exceptions may be requested and must be submitted in writing to the Consortium or designee. A request must be submitted no later than the submission date of the monthly response time compliance report (in which the event or exclusion is requested) or be included within the report, unless otherwise specified within the Agreement. Exception requests may be submitted to the Consortium or designee for the following:

A. Unusual System Overload

EMS Provider shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMS Provider's reasonable control affect the achievement of specified response time standards.

Unusual system overload is defined as one-hundred twenty-five (125) percent of the service area average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. It will be up to the EMS Provider to provide the historical demand data analysis to show the average demand for the day or week / hours of day applicable to the for an unusual overload exception. The Consortium or designee may request an audit of the data used to generate the historical demand data analysis before granting the exception.

B .Multi-Casualty Incidents, Multi-Patient, Disasters, or Severe Weather

The Response Time requirements may be suspended at the sole discretion of the Consortium or designee during a declared multi-casualty or multi-patient incident in the designated service area.

Requests during a disaster confirmed by local or regional authorities in which the EMS Provider is rendering assistance will be considered. During such periods, the EMS Provider shall use best efforts to simultaneously maintain coverage within their service area while providing disaster assistance as needed.

³ Med 1, Med 2 and Med 3 are used interchangeably with Priority 1, Priority 2 and Priority 3, respectively, for the purposes of responses to scenes. Medical first responders are typically assigned a Med level, where ambulances are assigned a Priority level. MFR vehicles respond with lights and siren to Echo, Med 1 and 2 calls. Ambulances respond with lights and siren only to Echo and Priority 1 calls.

Upon resolution of the disaster event, the EMS Provider may apply to the Consortium or designee for retrospective exemptions on late responses accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

Requests occurring during a period of unusually severe weather conditions; such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the EMS Provider may apply retrospectively to the Consortium or designee for exemptions to late runs. To qualify, the EMS Provider must provide sufficient documentation supporting such conditions. Reasonable effort must be shown by the EMS Provider that mitigation measures were employed (i.e. additional unit hours added) if an advance weather warning was issued by the weather service.

C. Mutual Aid

If the EMS Provider responds to requests for mutual aid in times of disaster, the Consortium or designee may also grant response time interval performance exceptions.

D. Hospital Divert

The Consortium recognizes that when area hospitals go on ambulance divert the result is an increase of a longer transport distance that places demands on the system beyond the EMS Providers control. During these periods the EMS Provider may apply retrospectively to the Consortium or designee for exemption to late runs. To qualify the EMS Provider must provide sufficient documentation showing the impact to unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

E. Access

The Consortium recognizes specific conditions that limit access to the location of a call and are beyond the EMS Provider's control. To qualify the EMS Provider must provide sufficient documentation showing one of the following three conditions listed above was met:

- Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing;
- Slowed by following first responder unit to scene of call;
- Construction if not previously known by the EMS Provider or if known the EMS Provider did not have reasonable means to mitigate its impact.

Audible notification to dispatch of the circumstance, does not, in and of itself provide adequate documentation of the cause of the delay. Notification to Dispatch, combined with AVL or other secure technology or other methods may be acceptable, as determined by the Consortium or designee.

F. Good Cause

The Consortium or designee may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and EMS Provider must have demonstrated a good faith effort to respond to the call(s).

V. EXCEPTION REQUEST PROCEDURE

If EMS Provider feels that any response or group of responses should be excluded from the calculation of response time interval compliance due to unusual factors beyond EMS Providers reasonable control, the EMS Provider must provide detailed documentation for each response in question to the Consortium or designee and request that those responses be excluded from calculations and late penalties. Any such request must be in writing and received by the Consortium or designee along with that month's

performance reports. A request for an exception received after that time will not be considered. The Consortium or designee will review each exception request and make a decision for approval or denial. It is the EMS Provider's responsibility to request an exception.

At the sole discretion of the Consortium or designee, calls with extended Chute Times (the time interval from Dispatch to ambulance enroute) of more than two (2) minutes may be excluded from consideration as Exceptions.

All decisions by the Consortium (or designate) shall be considered final.

VI. DOCUMENTATION OF INCIDENT TIME INTERVALS

The EMS Provider shall document all times necessary to determine total ambulance Response Time intervals, including, but not limited to, time call received by the ambulance dispatch center, time location verified, time ambulance crew assigned, time enroute to scene, arrival at scene time, time departed patient, time enroute to hospital, and arrival at hospital or emergency department, Urgent Care, Procedure Facility, Nursing Home, Patients Home, or other medically acceptable location). Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the electronic Patient Care Report (ePCR) and/or in EMS Providers computer aided dispatch system.

Regular Meeting Held February 1, 2016

Mayor Seibold called the meeting to order at 6:00 p.m. in the City Commission Chambers at the East Grand Rapids Community Center and led the audience in the Pledge of Allegiance.

Present: Commissioners Dills, Duncan, Hamrick, Miller, Skaggs, Zagel and Mayor Seibold

Absent: None

Also Present: City Attorney Huff; City Manager Donovan; Finance Director Mushong; Public Safety Director Herald; Assistant City Manager LaFave; Zoning Administrator Faasse; City Clerk Brower

2016-08. Peter Dimitriou, complimented the city on the wonderful walkways throughout the city. He invited everyone to watch an online event later that evening and requested a community forum on climate change issues.

2016-09. City Manager Donovan expressed condolences to the citizens and staff of the City of Rockford on the recent passing of City Manager Michael Young. Commissioner Zagel echoed these sentiments.

Commissioner Dills reported the Planning Commission appreciated hearing about the recent discussions at the City Commission level on several issues.

Commissioner Miller urged those venturing onto area lakes to use caution because ice is never completely safe.

Commissioner Skaggs thanked his fellow officials for signing the letter to state legislators requesting the repeal of PA269, which prohibits local officials from communicating information to residents within 60 days of an election.

Mayor Seibold reported her State of the City letter would be going out to residents soon in the February water bill. She noted that residents should be proud of the things accomplished and could look forward to many new projects in 2016.

2016-10. A zoning variance hearing was held regarding the request of Matt & Alissandra Kruer, owners of 2713 Reeds Lake Blvd, to allow the construction of a new home with a secondary front yard setback of 90.5' instead of the more restrictive setback of approximately 154'.

Zoning Administrator Faasse noted the through-lot regulations created a very small building envelope on this lot and reported that even the current home would not meet the setback regulations if built today.

Rob Sears of Sears Architects stated the lot is virtually unbuildable without a variance from the rear yard setback requirement.

Mayor Seibold opened a public hearing. The following people were present to express their opinions:

- | | |
|--|---|
| - Deanna Eckert, 2827 Reeds Lake Blvd. | Stated 3-car garage makes it appear to be a service entrance instead of the front of the home. Suggested flipping the setbacks to place the home farther from the street. |
| - Eaaron Henderson-King, 245 Hodenpyl | Felt the home was far too large for the area and would change the dynamic of the neighborhood. |

The following communications were received at City Hall concerning this variance request:

- | | |
|--------------------------------------|-----------|
| - Matt Abraham, 2705 Reeds Lake Blvd | In Favor. |
|--------------------------------------|-----------|

No other public comment was received. Mayor Seibold closed the public hearing.

2016-10-A. Miller-Hamrick. That the request of Matt & Alissandra Kruer, owners of 2713 Reeds Lake Blvd, to allow the construction of a new home with a secondary front yard setback of 90.5' instead of the more restrictive setback of approximately 154' be approved.

Commissioner Skaggs questioned whether the proposed home met height requirements. Zoning Administrator Faasse stated he had not reviewed a formal building plan for this variance request, but that any building permit application would have to meet requirements before a permit is issued. Mr. Faasse further noted the garage, as depicted in the front elevation provided, would be considered a basement and would not be considered a "story" for zoning purposes. It would also not be considered a "walk-out" since it is in the front of the house.

Mayor Seibold reminded everyone that zoning regulations are intended to standardize certain aspects of the neighborhood but that individual homes will be laid out differently within the regulations.

City Attorney Huff highlighted sections of the through-lot ordinance relating to front-yard and secondary setbacks. Zoning Administrator Faasse answered questions about how the height of the house is determined for zoning purposes.

Commissioner Dills felt the 90' setback was reasonable in this case.

Commissioner Miller agreed with the height and size concerns voiced by the residents, but stated he would support the request since only the setback variance was under consideration at this time.

Commissioner Skaggs felt the through-lot ordinance was meant to keep neighboring streets compatible with each other and since this property was a through-lot in name only, it made sense to grant the variance.

Mayor Seibold agreed that since the current home would not meet the new setback requirements, the new home would not be significantly different than the current one as far as setbacks were concerned.

Commissioner Zagel questioned whether the view from the neighboring homes would be impacted and land contour or landscaping should be taken into consideration. City Manager Donovan stated these were not usually taken into account and that this variance was only necessary because the property is considered a through-lot.

Yeas: Dills, Duncan, Hamrick, Miller, Skaggs, Zagel and Seibold – 7
Nays: -0-

2016-11. Introduction of an ordinance amendment to Section 5.20 of Chapter 50 of Title V of the City Code to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial.

Zoning Administrator Faasse explained the ordinance was to change the zoning map to reflect this property as being zoned C-1 Commercial. The property has been used as a commercial property since the 1980's and has been a salon for at least the last twenty years operating with a use variance. He stated the Planning Commission has reviewed the request and recommends the property be rezoned.

Commissioner Dills noted that since commercial properties had less restrictive setbacks than properties zoned residential, renovations could result in the building being located much closer to the street and adjacent homes. Mr. Faasse stated that any changes to the building or its use would have to go through the city's site plan review process, which could be used to control certain aspects of any renovations.

Catherine Jacobs, attorney for the property owner, stated the salon was interested in some remodeling and took the opportunity to have the property rezoned according to the long-standing use. She felt that the city's ordinances and processes have many built-in safeguards to keep the commercial area attractive.

2016-11-A. Duncan-Zagel. That an ordinance amendment to Section 5.20 of Chapter 50 of Title V of the City Code to rezone the parcel at 610 Lovett from R-3 Single Family to C-1 Commercial be introduced as set forth in Exhibit "A" attached hereto.

Commissioner Dills noted this area was designated for mixed-use in the Master Plan. Mayor Seibold stated the Master Plan would be reviewed in the near future and this area would be evaluated again.

Yeas: Dills, Duncan, Hamrick, Miller, Skaggs, Zagel and Seibold – 7

Nays: -0-

2016-12. Discussion of Spring Break meeting.

2016-12-A. Miller-Duncan. That the meeting scheduled for April 4, 2016 be moved to Monday, March 28, 2016 at 6:00 pm.

Yeas: Dills, Duncan, Hamrick, Miller, Skaggs, Zagel and Seibold – 7

Nays: -0-

2016-13. Duncan-Miller. To approve the consent agenda as follows:

2016-13-A. To approve the minutes of the regular meeting held January 18, 2016.

2016-13-B. Report of Finance Committee on disbursement of funds: payroll disbursements of \$210,468.59; county and school disbursements of \$75,517.23, and total remaining disbursements of \$978,465.69.

2016-13-C. A contract with Watkins Ross in the amount of \$4,200 to provide an actuarial valuation for the City's retiree healthcare plan.

2016-13-D. The purchase a new generator at the DPW complex from Kent Equipment of Sparta in the amount of \$25,900 and installation from Windemuller Electric of Wayland in the amount of \$12,270 for a total project cost of \$38,170.

2016-13-E. A resolution amending the FY 2015-16 budget for the quarter ending December 31, 2015 as set forth in Exhibit "A" attached hereto.

2016-13-F. Quarterly financial reports for the period ended December 31, 2015.

Yeas: Dills, Duncan, Hamrick, Miller, Skaggs, Zagel and Seibold – 7

Nays: -0-

The meeting adjourned at 6:53 p.m., subject to the call of the Mayor until February 15, 2016.

Karen K. Brower, City Clerk

Attachments: A – Resolution amending FY 2015-16 budget

Attachments listed above are available for inspection at the office of the City Clerk.

RESOLUTION 2016-13-E.

RESOLUTION AMENDING FY 2015-2016 FISCAL YEAR BUDGET

The following resolution was offered by Commissioner Duncan, and supported by Commissioner Miller:

WHEREAS, it is necessary to amend the appropriations of the City's budget by making the proper adjustments and transfers where necessary; and

WHEREAS, that various funds may require a change in appropriations due to a change in unanticipated costs incurred; and

WHEREAS, departments have reviewed their budget and are proposing the adjustments to be made; and

WHEREAS, City manager has reviewed the amendments and is recommending that the adjustments be made; and

WHEREAS, the Commission may adopt general funds* and special revenue funds* for FY 2015-2016 by departmental appropriation subtotal as presented in attached information; and

WHEREAS, the Commission may adopt the non-general funds and non-special revenue funds for FY 2015-2016 by fund total; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Grand Rapids that the budget be amended as follows:

	Amended Budget	Proposed Amendments	Proposed Budget
GENERAL FUND*			
Revenues	10,937,900	25,600	10,963,500
Expenditures	<u>11,110,700</u>	<u>(37,200)</u>	<u>11,073,500</u>
Fund Balance Change	<u>(172,800)</u>	<u>62,800</u>	<u>(110,000)</u>
MAJOR STREET*			
Revenues	933,500	59,600	993,100
Expenditures	<u>993,100</u>	<u>-</u>	<u>993,100</u>
Fund Balance Change	<u>(59,600)</u>	<u>59,600</u>	<u>-</u>
LOCAL STREET*			
Revenues	1,171,800	144,300	1,316,100
Expenditures	<u>1,604,400</u>	<u>(25,100)</u>	<u>1,579,300</u>
Fund Balance Change	<u>(432,600)</u>	<u>169,400</u>	<u>(263,200)</u>
MUNICIPAL STREET*			
Revenues	1,324,700	(20,100)	1,304,600
Expenditures	<u>1,324,700</u>	<u>(20,100)</u>	<u>1,304,600</u>
Fund Balance Change	<u>-</u>	<u>-</u>	<u>-</u>

REEDS LAKE TRAIL AND CULVERT CAPITAL PROJECT FUND

Revenues	866,900	(328,600)	538,300
Expenditures	<u>1,076,100</u>	<u>(156,100)</u>	<u>920,000</u>
Fund Balance Change	<u>(209,200)</u>	<u>(172,500)</u>	<u>(381,700)</u>

AYES: Dills, Duncan, Hamrick, Miller, Skaggs, Zage and Seibold

NAYS: None

ABSENT: None

I, Karen Brower, the duly appointed Clerk of the City of East Grand Rapids, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of East Grand Rapids at a Regular Meeting held February 1, 2016, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF EAST GRAND RAPIDS

BY: 

Karen K. Brower, City Clerk



CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Doug La Fave, Assistant City Manager
DATE: 12/17/2015

RE: Mailbox Replacement Policy

Action Requested: That the City Commission approve a written mailbox replacement policy with respect to winter snow maintenance.

Background: The purpose of a formal mailbox replacement policy is to provide for assignment of clear responsibility with respect to replacement of damaged mailboxes and posts during the winter snow maintenance season. A majority of mailboxes in the City are located at front doors/porches of homes. For those mailboxes located out on City streets it is important to make sure that they are properly placed and maintained. Currently there is not a consistent policy and these issues are handled on a case by case basis. Staff recommends a written policy to help both residents and staff have a clear understanding of how to handle damaged mailboxes and/or posts during the winter snow removal season.

Several local communities in the metro area were contacted to share their policies:

City of Kentwood: Reimburses residents (receipt required) for mailboxes up to \$25 for the mailbox and up to \$25 for a new post after inspected to verify that the mailbox or post was damaged by snow off of the plow or the plow. It is the resident's responsibility to install the new mailbox to USPS standards.

City of Grand Rapids: Provides residents with a basic USPS mailbox and post, or a temporary mailbox post depending on weather until a new mailbox can be installed by the City. If residents do not want a standard replacement USPS mailbox and post, an appeal can be made to the City Attorney's Office or the City will reimburse up to \$10 for a mailbox and up to \$23 for a post.

City of Grandville: Provides residents with a basic USPS mailbox and or post after inspected by staff to verify that the mailbox or post was damaged by the plow only (no replacement if damaged by snow off of the plow). The City installs the mailbox. There is no monetary offer for reimbursement/replacement.

City of Walker: Provides residents with basic USPS mailbox and or post or reimbursement of \$15 for the mailbox and \$5 for the post only if the damage was caused by the plow only (no replacement if damaged by snow off of the plow). The owner is responsible to install.

Kent County Road Commission: Provides residents with a basic USPS mailbox and or post after inspected by staff to verify that the mailbox or post was damaged by the plow only (no replacement if damaged by snow off of the plow). There is no monetary offer for reimbursement/replacement.

This has been reviewed by the Finance Committee and found to be in order.

Brian Donovan, City Manager



CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

MAILBOX REPLACEMENT POLICY

PURPOSE:

To establish a uniform requirement for the installation of curbside mailboxes along street right-of-way that provides for efficient and adequate snow clearance, right-of-way maintenance, enhancement of traffic safety and establish standards for reimbursing or replacing property owners for damage to curbside mailboxes.

MAILBOX REPLACEMENT:

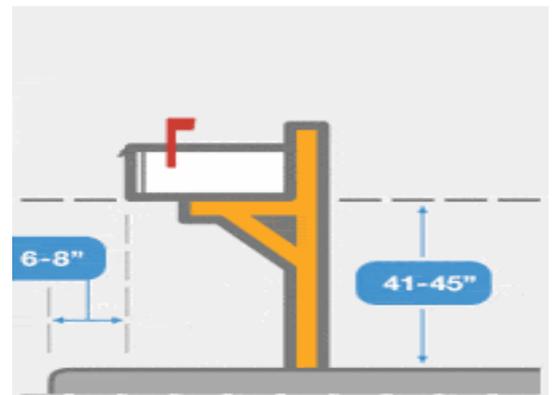
When the City is contacted by a resident with respect to a damaged mailbox/post a City employee will be dispatched to inspect the damage in accordance with the standards noted below.

The City will replace curbside mailboxes only when it has determined that all of the following apply:

1. The damage was caused by physical contact with a plow blade or force of plowed snow.
2. The mailbox and post were in good condition (no existing damage, tape, cords, rot, rust, etc.).

The City will not replace mailboxes when the City has determined any of the following apply:

1. The mailbox and post were not in good condition (existing damage, tape, cords, rot, rust, etc. is present).
2. The mailbox damaged was not installed within United States Postal Service installation requirements/guidelines: placement of the front of the mailbox shall be set back 6-8 inches from the face of the curb or on streets without curb the edge of the pavement and the bottom of the mailbox shall be between 41 inches and 45 inches from the top of the pavement (*see USPS regulation illustration).



Replacement options available to residents for eligible damaged mailboxes and/or posts by the City are:

1. The City will provide and install a standard metal USPS mailbox with a standard 4 inch by 4 inch wood post (individually or together depending on what is damaged).
2. The City will reimburse residents up to \$40 for a mailbox and up to an additional \$40 for a post (individually or together depending on what is damaged). In order to be reimbursed, residents need to provide documentation that mailboxes and/or posts are USPS approved and installed to USPS regulations. Residents must also provide paid receipts. The City is not responsible for installation or costs associated with installation under this option. Reimbursement limited to the cost of mailboxes and posts only.
3. If either of the first two options are not selected, an appeal may be made by a resident to the Finance Committee for an agreed to depreciated value of a mailbox and/or post.

EFFECTIVE DATE:



CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

DOUG LA FAVE
ASSISTANT CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Doug La Fave, Assistant City Manager
DATE: 2/5/2016

RE: FY 15-16 Pavement Crack Sealing-Federal Aid Eligible Streets-Local Contribution

Action Requested: That the City Commission approve the local contribution towards crack sealing of federal aid eligible streets in the amount of \$7,024.30 to the Kent County Road Commission.

Background: In accordance with the Pavement Surface Evaluation and Rating (PASER) the City planned and scheduled streets that were a PASER 6-8 that were rated in this asset management category that have not already received this preventative maintenance treatment for the FY 2015-2016 crack sealing program.

The City utilized low bid pricing that was available through the Kent County Road Commission for \$1.48 per pound. The City estimated 11,649 pounds of crack sealant would be needed to complete the City administrated local crack sealing program and this was approved this past summer/fall by the City Commission. The total amount of crack sealant actually applied was 11,250 pounds, which was slightly under what was estimated and came in \$590.52 under budget.

City of East Grand Rapids Streets-Crack Sealing local program (completed as noted above):

- Gladstone-Fisk to Alexander
- Sherman-Plymouth to Wealthy
- Laurel-Sherman to Lake
- Lakewood-Pioneer Club to Cots-Wold Lane
- Woodcliff-Maplewood to Lake
- Edgewood-Lake to South City Limit
- Ridgewood-Lake to South City Limit
- Sherwood-Maplewood to Elmwood
- Warwick-Orville to End
- Tenway-Englewood to Warwick
- Ballard-Warwick to West City Limit
- Lenox-Elmwood to Anderson
- Cornell-Wilshire to South City Limit
- San Jose-Hall to Burchard

Federal aid eligible streets that also met PASER criteria were eligible for funding through a joint regional preventative maintenance project in Kent County through a collaborative partnership between local units of government, the Kent County Road Commission and the Grand Valley Metro Council.

A separate contract (from the local project noted above) was bid and administered by the Kent County Road Commission. The funds used for crack sealing these streets were federal funds. The total amount of funds available for East Grand Rapids was \$23,820.01. Upon completion of the crack sealing of the federal aid eligible streets (noted below), the final total was \$30,844.31. The estimate for the East Grand Rapids federal aid eligible roads was off by \$7,024.30.

Federal Aid Eligible Streets-Crack Sealing (completed):

- Lake Drive-Bagley-West to City Limit
- Plymouth-San Lu Rae to Robinson
- Wealthy-Lovett to West City Limit
- Hall-Kenesaw to Conlon
- Lake-Hall to Conlon

This will be expensed to our major streets fund and will be accounted for as a budget amendment.

Brian Donovan, City Manager

PROCEEDINGS OF THE PLANNING COMMISSION
City of East Grand Rapids, Michigan

January 12, 2016
East Grand Rapids Community Center – Commission Chambers

Present: Chairman John Barbour, Commissioners John Arendshorst, Kevin Brant, David DeVelder, Jeff Dills, Tom Getz, Mary Mapes and Jeff Olsen

Absent: Commissioner Sara Lachman

Also Present: Assistant City Manager Doug La Fave, City Zoning Administrator Tom Faasse, City Attorney John Huff and Recording Secretary Lynda Taylor

1. CALL TO ORDER

Chairman Barbour called the meeting to order at 5:33 PM

2. APPROVAL OF MINUTES – November 10, 2015

A motion was made by Commissioner Dills and supported by Commissioner Mapes to approve the minutes as written.

3. REZONING OF 610 LOVETT AVENUE, S.E. (Coiffeteria)

Chairman Barbour reviewed the proceedings of the November 10, 2015 meeting and reminded the Commissioners that they would be making a recommendation to the City Commission on the rezoning of 610 Lovett Avenue from R3 to C1.

Chairman Barbour opened the public hearing.

Catherine Jacobs, representing Marielle Shuster, owner of 610 Lovett, stated that the property is currently zoned R3 and that they are requesting to have it rezoned C1. At the time Ms. Shuster purchased the property in 2006 it was operating as a beauty salon with a total of six chairs on both the first and second floors of the building. Ms. Shuster was unaware of a variance that had been granted in 1993 to allow the salon with the stipulation that it would be on the first floor only and a maximum of three chairs. Rezoning to C1 would make the property compatible with its operating history and with the adjacent properties in the C1 district.

Commissioner Olsen asked what the net benefit would be to go from R3 to C1. Ms. Jacobs responded that it would put the property and business operations in compliance and would give Ms. Shuster more options if she would ever cease operating as a hair salon.

Chairman Barbour requested Zoning Administrator Tom Faasse explain the safeguards that are in place regarding any future C1 use. Mr. Faasse explained that any substantial change in the building, any new building or any change of use would require a site plan review. It would start out with approval by the Planning Commission and then would go on to the City Commission.

Commissioner Brant arrived at 5:40 PM

Chairman Barbour closed the public hearing.

A motion was made by Commissioner DeVelder and supported by Commissioner Getz to approve the rezoning of 610 Lovett Avenue, S. E. from R3 to C1.

Yeas: Commissioners Arendshorst, Barbour, Brant, DeVelder, Dills, Getz, Mapes and Olsen – 8

Nays: -0-

4. REPORT OF THE CITY COMMISSION

Commissioner Dills reported the following:

- Approval of a lot split at 2119 Lake Drive (Keystone Church). Since the approval, the church has been demolished. The owners had also requested variances, but were asked to come back to the City Commission with plans for the property before consideration would be made.
- Repairs to sanitary sewer using cured-in-place pipe were done at the practice football field underneath the track and at several other locations throughout the city.
- Approximately 8,000 feet of sidewalk were ground to eliminate trip hazards.
- Emergency water main replacements were done on Audobon and on San Jose due to a number of water main breaks that occurred.
- A through lot ordinance interpretation was requested for a lot on Reeds Lake Boulevard just west of Hodenpyl. It was decided the property is a through lot and the owners will have to come back to the City Commission for a variance.

5. NEXT SCHEDULED MEETING DATE – February 9, 2016

Chairman Barbour noted that the March 8 meeting will need to be moved to another date due to the primary election being held on that day.

6. PUBLIC COMMENT

No public comment was received.

7. ADJOURNMENT

The meeting was adjourned at 5:48 PM.

Respectfully submitted,

Lynda Taylor
Recording Secretary

**EGR Library Commission Meeting Minutes
January 25, 2016**

In attendance: Micki Benz, Betsy Brown, Carol Donovan, Claudine Duncan (City Commission), Aziza Hines, Dawn Lewis (Branch Manager), Ellen Schendel, Chris Smith

- I. Call to Order: 7:06 a.m.
- II. Approval of Minutes: Approved as submitted.
- III. Friends of the Library Report—Ellen Schendel
 - Friends have given \$18K in funding for programming and materials to the EGR branch for the upcoming year.
 - Upcoming book sale dates (May
- IV. Branch Manager's Report—Dawn Lewis
 - 2015: A lot about technology and putting materials budget back to where it needs to be. Circulating iPads, better technology for background functions to run the library, more wireless, more ebooks.
 - Outreach—Big initiative was to talk at schools, businesses, etc. Seeing the benefits of that. This year the group is planning to organize this effort a bit more. Position created to support this work for the 18 branches: "Manager of Community Engagement." Position has just been posted. One thing they'll do is work with 36 interns throughout KDL, who go to Farmers Markets, fairs, etc to promote the library.
 - MEL ordering—order from Sparta and Cedar Springs/Herrick Library. Has to go through MEL.
 - Loaning bikes—can check one out here at the library. There will be 4 of them. Details being worked out; likely to be lent out April – October.
 - Certificate of Achievement in Financial Reporting—award given to KDL. The first stand-alone public library to be recognized for this.
 - Pillar Award by the Women's Resource Center—award given to KDL for significant progress made toward inclusion.
 - KDL has started a conversation with Grand Rapids Public Library—can we issue cards for them? Can they issue cards for us?
- V Old Business—None
- VI New Business—None
- VII Public Comment—None

Adjournment: 7:32 p.m.

Next meeting is April 25, 2016