

CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

PLANNING COMMISSION PUBLIC MEETING AGENDA

Created: January 5, 2017 Posted January 6, 2017 at 12:00 PM

MONDAY, January 9, 2017 at 7:00 P.M. in the City Council Chambers.

- A) CALL TO ORDER/PLEDGE OF ALLEGIANCE
- B) ROLL CALL
- C) INQUIRY INTO POTENTIAL CONFLICTS OF INTEREST
- D) APPROVAL OF AGENDA
- E) APPROVAL OF THE November 14, 2016 MINUTES
- F) CALL FOR PUBLIC COMMENT NOT RELATED TO AGENDA ITEMS
- G) NEW BUSINESS
 - 1. Networks Northwest Goal Setting
 - a. Staff update.
 - b. Presentation and Planning Commission discussion with Sarah Lucas.
- H) OLD BUSINESS
 - 1. Potential Summer Worker Housing Zoning Amendments
 - a. Staff presentation.
 - b. Call for public comment.
 - c. Planning Commission discussion.
 - 2. Update on Short Term Rental Subcommittee
 - a. Summary of December 12th meeting.
 - b. Planning Commission discussion.
 - 3. Proposed PUD rezoning for property on Division Street.
 - a. Staff update.
 - e. Tabled motion.
 - 4. Review of 2017 Planning Commission Meeting Schedule
- I) STAFF UPDATES
- J) REQUESTS FOR NEXT MONTHS AGENDA OR RESEARCH ITEMS.
- K) ADJOURNMENT

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon 1 weeks notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, November 14, 2016 - 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

The meeting was called to order at 7:00 p.m. by Chair Chamberlain.

Chair Chamberlain introduced Nelson Fletcher as the newest member to the Planning Commission and Member Fletcher briefly described his background.

B. Roll Call

Chair:	Sherm Chamberlain
Members Present:	Judy Clock, Mary Eveleigh, Toni Felter, Nelson Fletcher, Julie Roth, RJ Waddell
Members Absent:	John Elizinga, Rick Golding
City Staff:	Interim Planner Zach Panoff

C. Inquiry Into Potential Conflicts of Interest

None.

D. Approval of Agenda

Motion by Member Clock, second by Member Roth to approve the meeting agenda as presented. Motion passed by unanimous voice vote.

E. Approval of October 10, 2016 Minutes

Motion by Member Waddell, second by Member Roth to approve the October 10, 2016 minutes as presented. Motion passed by unanimous voice vote.

F. Call for Public Comment not Related to Agenda Items

None.

G. New Business

1. Discussion on Addressing Summer Worker Housing

a. Staff Introduction

Interim Planner Panoff reported that the Michigan Main Street Economic Restructuring Committee discussed the difficulty local businesses have in attracting summer workers to the area. One of the major issues has been finding affordable housing for potential employees, i.e., college students.

b. Presentation by Dan Barron, Downtown Development Authority (DDA) Chairman

Dan Barron stated that the lack of housing for seasonal workers has had an acute impact on the restaurants and shops in the downtown area. He noted that there were 64 unfilled job positions in Charlevoix last summer. He stated that there are plenty of college students who would like to come to Charlevoix for the summer, but they could not find affordable housing on a short-term basis. Mr. Barron indicated that the Sub-Committee and DDA recommended altering the definition for bed and breakfasts to allow, as a use by right, one or two individual rooms to be rented out in a house before it is considered as such. He stated that the bed and breakfast provision in the Zoning Ordinance as a special use is not practical to facilitate. The DDA requested that the Planning Commission change the Zoning Ordinance to allow this type of temporary housing for seasonal workers.

Member Roth questioned Mr. Barron's definition of affordable housing, and Mr. Barron explained housing which is affordable to the workforce. Member Roth questioned what rents they were trying to allow as it was relevant to the discussion the Planning Commission was having on short-term rentals. Mr. Barron stated based on wages for seasonal summer workers he was thinking monthly rents of \$300-\$400. Member Roth commented that Kelsey B's Restaurant had 12 rooms available for summer workers that were never used. She stated that zoning was not keeping people from renting rooms in their homes. Mr. Barron replied that some room rentals may not be in compliance with the Zoning Ordinance. He stated that if this type of housing was going to be promoted on a widespread basis they would need to be sure it was in keeping with the Zoning Ordinance.

Chair Chamberlain stated that the City allows boarding and rooming houses as a special use. Mr. Barron stated that there were plenty of residents in town that have multiple bedrooms and this type of workforce housing was un-tapped

and underutilized. He noted Main Street initiatives were to promote the vitality and attractiveness of Charlevoix to younger generations and felt there was no better way to let the young people experience the town.

Member Eveleigh questioned why this type of housing was considered a special use and Member Roth replied "that's transient housing". Interim Planner Panoff stated that transient covers all rentals. Chair Chamberlain read aloud Section 5.78, *Renting of Residential Properties* of the Zoning Ordinance. Chair Chamberlain stated that this would be an opportunity to look at the housing definitions in the Zoning Ordinance and the possibility of seasonal worker housing. Mr. Barron stated that renting out a room in a residence was currently allowed under the bed and breakfast provision and there were technical requirements that render that language and special use process impractical for seasonal workforce housing. Member Fletcher stated that he saw this as a totally different category than bed and breakfasts or typical rentals. Member Roth felt that the Commission should not be limiting themselves to one category. She felt there was a lot of housing already available that has not been used. She also felt that they had a bigger problem of affordable housing and have short-term rental issues which take up that housing because they can still rent a room or rent their house using an online service. Chair Chamberlain stated that this was a whole separate category to bring in seasonal workers. Member Roth felt this issue should not be singled out separate from what they were doing with short-term rentals. Mr. Barron stated that "you may have a much larger issue, but I think it's extremely short-sighted to say we're going to tie our hands and not move forward on something that can make a big difference and there is a very immediate need in the downtown and it's not just catering to college kids, it's creating economic concerns and distress within our local economy."

Mr. Barron reiterated that the DDA had endorsed that the Planning Commission review the situation and establish an ordinance that would allow the ability to rent a bedroom or two for workforce housing with appropriate standards. Member Eveleigh stated that they were looking for a "use by right" and Mr. Barron agreed. Chair Chamberlain felt that it could be addressed by amending the definitions and adding a definition for "seasonal housing" in the Zoning Ordinance.

c. Public Comments
None.

d. Planning Commission Discussion
Chair Chamberlain stated that this was a needed item. Member Roth used the example of AirB&B and if someone wanted to rent out their room there has been "no enforcement in this town" until this year. She felt that the senior community needed affordable housing also. Chair Chamberlain stated that 180 days or less was considered short-term. Member Roth stated the Sub-Committee discussed topics that need attention including a definition for short-term housing.

Discussion followed regarding affordable housing, seasonal housing, and short-term rental issues. Member Fletcher questioned what were they trying to police and Member Roth replied that some of the issues that came up with the short-term rentals were noise, parking, enforcement, occupancy numbers, and trash. She felt that short-term rentals should pay an assessment to promote Charlevoix.

Chair Chamberlain summarized that the Commission wanted to work on this issue in a deliberative manner to look at affordable housing and housing definitions in the Zoning Ordinance.

H. **Old Business**

1. 2016 Master Plan Update

a. Staff Presentation

Interim Planner Panoff stated that he had made the changes and additions to the Land Use Master Plan that were brought up at the last meeting. The sections that were updated with references to the Beaver Island Boat Company and the Charlevoix Schools were included on pages 16, 26 and 32 of the packet.

b. Call for Public Comments
None.

c. Planning Commission Review/Discussion
None.

- d. Review of Draft Resolution of Adoption for the 2016 Master Plan
No changes.

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-12-XX
RESOLUTION ADOPTING THE 2016 CITY OF CHARLEVOIX MASTER PLAN

- WHEREAS,** Resolution 2004-09-01 established that City Council reserved the authority to grant final approval to any proposed Master Plan; and
- WHEREAS,** the City of Charlevoix Planning Commission, under the provisions of MCL 125.3807 of PA 33 of 2008 of the State of Michigan may adopt a Master Plan; and
- WHEREAS,** MCL 125.3845[45]2 of PA 33 of 2008 requires the Planning Commission to review and, if necessary, revise or amend the Plan at least once every five years and the current *Waterfront Areas Management and City Master Plan* was adopted in 1982; and
- WHEREAS,** the City of Charlevoix Planning Commission recognized the need to revise and adopt a Master Plan, including establishment and support of visions, goals, actions, implementations, and the Future Land Use Plan as described within the document; and
- WHEREAS,** the Master Plan is a living document intended to be amended and updated with changing conditions and has been prepared for the purpose of guiding and accomplishing coordinated, adjusted, and harmonious development of the City of Charlevoix; and
- WHEREAS,** the Planning Commission forwarded copies of the Draft Master Plan to all neighboring townships and jurisdictions pursuant to the Michigan Planning Enabling Act (PA 33 of 2008); the Master Plan has been reviewed by all neighboring townships and jurisdictions, various businesses, local organizations and institutions, and all utilities operating within the City; and
- WHEREAS,** after the preparation of the Draft Master Plan, the Planning Commission gave notice of the time and place of Public Hearing by giving notice in a newspaper of general circulation in the City, on the City's website, and through regular mail; and
- WHEREAS,** the Planning Commission held the required public hearing on the Draft Master Plan on July 11, 2016, and an additional public hearing on October 10, 2016; and
- WHEREAS,** the Planning Commission finalized amendments to the Master Plan, and unanimously recommended approval the 2016 City of Charlevoix Master Plan on October 10, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City of Charlevoix hereby adopts the 2016 City of Charlevoix Master Plan, pursuant to MCL 125.3843 of PA 33 of 2008. The Master Plan consists of the following:

- a. The publication entitled the *City of Charlevoix Master Plan*, dated 2016; and
- b. The Existing Land Use maps, Infill Development maps, and the Future Land Use maps contained therein; and
- c. All documents contained in appendices A-I of the Master Plan.

RESOLVED this XXst day of December, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:
Nays:
Absent:

e. Motion

Motion by Member Waddell, second by Member Roth to forward the Resolution adopting the 2016 Land Use Master Plan to the City Council for final approval. Motion passed by unanimous voice vote.

2. Update on Short-Term Rental Subcommittee

a. Summary of November 14th Meeting

Member Waddell stated that they had a meeting earlier in the day that was not as well attended, where they discussed whether this was necessary and how any regulations would be enforced. The Sub-Committee discussed proposed definitions which would then drive the actual plan. Member Roth referenced definitions from South Haven and Hayes Township. Chair Chamberlain stated that there was a lot of information online. Member Roth stated that if a property was a motel, hotel or condominium, or property owner with more than 10 properties, the owners are assessed a fee to promote Charlevoix. Chair Chamberlain felt that a large number of property owners were renting their homes to help pay the additional 18 mills in property taxes as a non-resident owner.

b. Planning Commission Discussion

Member Roth reviewed each of the proposed definitions. Member Fletcher stated that many of the terms identified were defined in the Michigan Residential Codes and the County Building Official is responsible for enforcement. However, the City has not adopted the Property Maintenance Code, without such the Building Official could not "go down a block and pick out every other house for an inspection". He explained that the Code effective for the building was the Code that was in place when the home was constructed. Member Fletcher indicated that areas needing inspection would be those changed items which required a building permit. He questioned who was going to inspect the properties and Member Roth felt that would be the City's Code Enforcement Officer's job. Member Fletcher commented that they would be putting a burden on the County with only one field inspector. Member Roth questioned why the City's Code Enforcement Officer could not do the short-term rental inspections, and Interim Planner Panoff replied that role would most likely fall to the Zoning Administrator. Member Fletcher felt that this was no small task.

Chair Chamberlain asked if they reviewed any sample rental agreements used by property owners in town and the Sub-Committee had not. Member Roth felt that "there are slum landlords in this town who would not follow the rules or give out any guidelines to their tenants". Chair Chamberlain stated that there were several ordinances in place that address many of the issues and it was a matter of incorporating those ordinances into a document that is easily understood by the renters "to be a good neighbor". After discussion about the short-term rental issues in general, Chair Chamberlain stated that when the Sub-Committee had a draft proposal completed, it would be beneficial to have a joint meeting with City Council on this issue.

3. ZBA Request for Interpretation Update (Case: 2016-13 ZBA)

a. Staff Update

Interim Planner Panoff stated that the Zoning Board of Appeals (ZBA) met on November 2nd to address the Planning Commission's request for interpretation to determine front yards on corner lots. He stated that the ZBA recommended that the definition of lot lines in Section 5.11, *Definitions L – M*, be revised to remove the language which read: "For a corner lot, the front lot line shall be the shortest of the two lot lines tangent to the street right-of-way or road easement."

b. Planning Commission Discussion

Chair Chamberlain stated that in looking at the photographs included in the packet the primary entrance was not necessarily the front of the house, but it is to the side or rear. Member Eveleigh noted that they need to have a good vision line for traffic coming from the other direction so there could be a building that's too close to the corner to call them both side yards. Interim Planner Panoff stated that the ZBA recommended eliminating the rear yard.

Chair Chamberlain questioned with regard to Evelyn Loy's property, what were the ZBA's general feelings. Interim Planner Panoff replied that was not part of the specific appeal. Member Waddell stated that the two sides of the property that do not abut a street would be side yards and the front would be on either street.

Chair Chamberlain encouraged everyone to look at corner lots and really see how they are utilized. Member Eveleigh asked how other communities handle corner lots and Chair Chamberlain stated that they were consistently inconsistent. Discussion followed regarding where front doors faced on corner lots and whether the direction they face is then the front yard, side setbacks, and whether corner lots have a rear lot line. Chair Chamberlain asked Interim Planner Panoff to come up with some suggested language for different options.

Madeline Renauld, 2nd Ward, stated that she had been "rail-roaded" through this whole issue and that the Zoning Ordinance had conflicting language. She noted that Interim Planner Panoff's presentation never showed a photo of Ms. Loy's corner lot which indicates how her traditional front entrance is on Sheridan. She said they turned the lot around for side yard setbacks so that Hurlbut Street would be her front yard. She recalled that ZBA member Ann Gorney said that it is not fair for people to switch the lots around, get what they want and then go back to Sheridan as her address. Ms. Renauld stated there was language in the Zoning Ordinance with regard to a fence being partially torn down, that it shall be re-constructed according to the new Zoning Ordinance. She recalled that Ms. Loy's fence was partially on City property and three years ago she couldn't get it re-done, but now she has a new fence in the same location. Ms. Renauld stated that Ms. Loy's shed was in the front yard and that 20 years ago the shed was supposed to be removed. Ms. Renauld reiterated all the ways that Ms. Loy had changed the dynamic of the front yard to face West Hurlbut. She stated that if the shed was moved it would resolve a number of her problems. Chair Chamberlain stated that there were conflicts in the Zoning Ordinance.

I. Staff Updates

None.

Member Roth reiterated issues she felt were important related to the short-term rental issues that were discussed previously in the meeting.

J. Request for Next Month's Agenda or Research Items

Member Waddell recalled that the Commission asked Interim Planner Panoff to get the distribution of students. Chair Chamberlain stated that there 10-12 less students in the school system.

Member Waddell stated that he, and Members Eveleigh and Roth were at the planning training the previous week and they divided up among sessions so that they covered everything. He commented that the Supreme Court had determined that cities could not regulate the content of signs.

Interim Planner Panoff stated that he would like to propose language for the temporary seasonal housing issue at the next meeting.

K. Adjournment

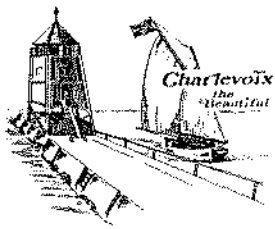
Motion by Member Roth, second by Member Eveleigh to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 9:13 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair



CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

OFFICE OF PLANNING AND ZONING
Zach Panoff, Interim City Planner/Zoning Administrator
210 State Street Charlevoix, MI. 49720
planner@cityofcharlevoix.org
(231)547-3265

MEMORANDUM

TO: Planning Commission Members

DATE: January 6th, 2017

SUBJECT: January 9th Meeting

Planning Commission Members,

- After seeking to fill the position for over a year, the City Manager has approached and come to an initial agreement with Networks Northwest for the agency to serve as the City Planner for the City of Charlevoix. More information can be found in Mr. Heydlauff's Memo and Agreement that was presented to City Council in December that is included in this packet. The City and Networks Northwest are still working on all of the details of the agreement, but I will be remaining with the department. Any questions before the meeting can be brought to Mr. Heydlauff.

As Networks Northwest will be serving as the Planner for the City, Sarah Lucas will be at the meeting to participate in a discussion with everyone about the Planning Commission's goals for the year ahead. Sarah will provide further materials at the meeting.

- I have brought back before you a proposed amendment to the Zoning Ordinance related to the discussion that was had at the November meeting regarding providing workforce housing for the summer months. We can discuss further at the meeting, but the draft language presented can be a simple way to provide some flexibility when it comes to providing more affordable accommodations in the City.
- The short term rental subcommittee met on Monday, December 12th. The draft minutes are included in the packet and members of the subcommittee can provide an update of their activities so that a discussion about the direction of the subcommittee can be had. As such, I have provided the packet from that December 12th meeting so that everyone has it for reference in the discussion.
- Back in April, the Planning Commission held a second public hearing for the proposed rezoning of a property on Division Street to allow for a multiple family housing development. The Planning Commission felt that the project, as presented at that time, did

not meet the established requirements that would support the rezoning, but allowed the applicant until the end of 2016 to resubmit plans and come before the Commission again. Nothing new has been received from the applicant and a final motion must be made and voted upon before the project can be resolved. I have included the minutes from the April 2016 meeting for your reference, as well as the draft staff report, with the changes to the findings of fact from that meeting made so you can review before a decision is made.

Regards,

Zach Panoff

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Networks Northwest Planning Contract

DATE: December 19, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager
Sarah Lucas, Regional Planning Department Manager,
Networks Northwest

ATTACHMENTS: Planning Contract with Networks Northwest

BACKGROUND INFORMATION:

For more than a year, I have been searching and reviewing potential applicants for the vacant Planning Director position. While I have interviewed for this position, we have not found a mutually agreeable fit for the position.

This fall, I attended a Housing Summit hosted by Networks Northwest, the regional planning agency for northwest Michigan (formerly known as the Northwest Michigan Council of Governments). Networks Northwest has been studying and looking for creative, inclusive solutions to the housing challenge of our region among other issues. I was impressed with the degree to which this group has been seeking best practices for many of the challenges we face locally and the professionalism of their staff. Networks Northwest has also occasionally assisted our Planning Commission and Planning Department with special projects and background information.

Given our inability to find the right fit for our Planning position, Sarah Lucas of Networks Northwest and I had a series of conversations about ways their staff could play the lead planning role for us. We agreed this should begin with an initial one-year trial period to see how this relationship might work. Networks Northwest would handle staffing the Planning Commission, Zoning Board of Appeals, and other smaller bodies like the Ad-Hoc Short Term Rental Study Committee. They would review site plans and recommend changes to our ordinances and planning documents. We plan to have one of their staff members in our office roughly once a week (or as needed) with additional work being done from their office in Traverse City.

Ultimately, this is an experiment for both parties; we recognize we may need to mold and change the relationship as we gain experience. Zach Panoff would continue in his role and channel Planning Department business, as needed for either administrative review performed in coordination with Ms. Lucas and her staff. Ms. Lucas would provide overall direction with Mr.

Panoff and others implementing day-to-day work, including continued Code Enforcement efforts.

Essentially, this plan allows us to gain from the rich and widespread experience of the Networks Northwest staff, while reducing personnel costs in the department. A full-time planner, inclusive of salary and benefits, would likely range around \$100,000. We anticipate the agreement with Networks Northwest will range around \$50,000 with us paying them only for the services we use.

RECOMMENDATION:

Motion to approve a Memorandum of Understanding with Networks Northwest to provide planning services pursuant to the agreement.

Contractual Agreement

Between

**City of Charlevoix
210 State Street
Charlevoix, MI 49720**

And

**Northwest Michigan Council of Governments,
dba Networks Northwest
P.O. Box 506
Traverse City, MI 49685-0506**

This Contract, designated Number 2016 CHX MP is made and entered into by and between City of Charlevoix, 203 Antrim Street, Charlevoix, MI 49720, hereinafter referred to as **THE CITY** and Northwest Michigan Council of Governments, dba Networks Northwest, P.O. Box 506, Traverse City, MI 49685-0506, hereinafter referred to as **NN**.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by **NETWORKS NORTHWEST** to **THE CITY OF CHARLEVIOX** for the purposes of conducting planning processes and services.

II. SCOPE OF WORK

NN agrees to perform the functions set forth in Attachment A, hereinafter referred to as 'The Project', and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

The **CONTRACTOR** shall commence performance of this Contract on January 1, 2017, and shall complete said performance on December 31, 2017.

IV. STIPULATIONS

- I.** **NN** is performing the planning services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the City. As a result of the Company's status as an independent contractor, the City shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for **NN**.

2. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.

V. COMPENSATION

The THE CITY agrees to pay NN \$70 per hour as compensation for all costs, work performed and services provided under this Agreement, not to exceed \$3,990 per month (up to 57 hours at \$70 per hour) for up to 12 months; with total payment under this contract not to exceed \$47,880. Should additional services be required, the City Manager shall solely be permitted to raise this cap subject to budgetary controls of the THE CITY. NN is not authorized to make any purchases or charge any expenditures to THE CITY without prior approval of the City Manager or his/her authorized representative. Services shall be billed monthly and payment is due upon receipt of an invoice.

VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, NN will be reimbursed for all hours worked and costs incurred up to receipt of said effective termination date. THE CITY will receive the work product produced by NN under this Contract up to the effective date of termination, prior to NN being reimbursed. In no case will the compensation paid to NN for partial completion of services exceed the amount NN would have received had the services been completed in full.

VII. INDEMNIFICATION

1. To the fullest extent permitted by law, the THE CITY shall indemnify, defend (at THE CITY's sole expense) and hold harmless NN (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by NN or its agents, up to the full amount of any applicable insurance policy limits of the City.
2. THE CITY shall not be obligated to indemnify and defend NN for any negligence or willful misconduct of NN, whether passive or active (including its officers, employees and agents); and NN shall indemnify, defend and hold harmless THE CITY for said negligent or willful misconduct of NN.
3. The indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against NN (including

its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

VIII. MISCELLANEOUS

- 1. Governing Law.** The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
- 2. Entire Agreement.** The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
- 3. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

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

ACKNOWLEDGEMENT OF AGREEMENT

FOR CITY OF CHARLEVOIX

Mark L. Heydlauff
City Manager

Date

Joyce Golding
City Clerk

Date

**FOR NORTHWEST MICHIGAN COUNCIL OF GOVERNMENTS,
dba NETWORKS NORTHWEST**

Chris Christensen
Board Chair

Date

SCOPE OF WORK

Planning Support

Networks Northwest staff will provide professional services to the City of Charlevoix Planning Commission and Planning and Zoning Department, and other City departments as needed. Networks Northwest staff will:

- Attend, participate, and provide professional assistance/support at Planning Commission meetings and other meetings as necessary and requested.
- Work with City staff to develop/review meeting agendas and reports.
- Work with City staff to coordinate activities and project implementation.
- Represent the City of Charlevoix as needed and requested at events and meetings.

Master Plan Implementation & Special Planning Projects

Networks Northwest staff will provide professional and technical assistance for the implementation of planning projects, such as ordinance development, plan updates, or grant development, as prioritized by the Planning Commission and City staff. Networks Northwest staff will:

- Lead a working session with the Planning Commission to prioritize goals of the 2016 City Master Plan. Based on Planning Commission input, Networks Northwest staff will work with City staff to develop a work plan for prioritized projects.
- Convene and staff meetings of committees or task forces organized for the purpose of implementation of adopted City Master Plan goals or special planning projects.
- Conduct necessary research and provide resources, technical assistance, and professional assistance related to implementation of Master Plan goals as needed.
- Explore/pursue grant opportunities as necessary for project implementation.
- Convene community and regional partners to collaborate on and participate in shared priorities and projects.

MEMO

January 5, 2017

To: City of Charlevoix Planning Commission
From: Sarah Lucas, Regional Planning Department Manager
Re: Planning Commission goals for 2017

As you know, Networks Northwest has been contracted to provide planning services for the City of Charlevoix Planning Department and Planning Commission in 2017, with services to include professional and technical support to the Planning Commission, Planning and Zoning Department, and other City departments as needed; and professional support for Master Plan and special project implementation, as prioritized by the Planning Commission and City staff.

At the January 9 Planning Commission meeting, we'd like to begin a discussion on Planning Commission priorities for 2017. To that end, we'll review and discuss goals identified in the Master Plan, in order to prioritize projects and activities for 2017. A short presentation and materials will be provided at the meeting.

I'm looking forward to working with you all! If you have any questions prior to the meeting, please don't hesitate to contact me at 231-929-5034, or via email at sarahlucas@networksnorthwest.org.

Addressing Summer Worker Rentals

5.8. Definitions R – S

Rentals.

- (1) Long Term Rentals. Any dwelling or condominium or portion thereof, that is available for use for a fee or other compensation for a term of 30 consecutive days or more. See also Transient Housing.
- (2) Short Term Rentals. Any dwelling or condominium or portion thereof, that is available for use for a fee or other compensation for a term of less than 30 consecutive days, not including hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

5.60. Renting of Residential Properties

Renting of residential properties, including but not limited to homes, condos, apartments, townhouses, and duplexes, as **transient housing**, regardless of the underlying **zoning district**, shall comply with the following standards:

- (1) No exterior signage advertising the rental shall be allowed.
- (2) **Accessory Structures** may not be rented to separate individuals or groups.
- (3) Short term renting of individual rooms to separate individuals or groups is prohibited and shall be considered a **bed and breakfast**, which requires special land use approval under *Article 13*.
- (4) Long term renting of no more than one (1) individual room in a residential structure is permitted, as long as the structure is owner occupied.

CITY OF CHARLEVOIX
PLANNING COMMISSION RENTAL REGULATIONS SUBCOMMITTEE MINUTES
Monday, December 12, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

1. Call to Order

The meeting was called to order at 7:00 p.m. by Member Golding.

2. Roll Call

Members Present: Rick Golding, RJ Waddell
Member Absent: Julee Roth
City Staff: Interim Planner Zach Panoff

3. Approval of September 28, 2016 and November 14, 2016 Minutes

Motion by Member Waddell, second by Member Golding to approve the minutes as presented. Motion passed by unanimous voice vote.

4. Approval of Agenda

Motion by Member Waddell, second by Member Golding to approve the agenda as presented. Motion passed by unanimous voice vote.

5. Inquiry Regarding Potential Conflicts of Interest

None.

5. Public Input not Related to Agenda Items

None.

6. New Business

A. Recap of Grand Haven Short Term Rental Seminar Held on November 22, 2016

Member Golding stated that the seminar was attended by himself, Interim Planner Panoff, and City Manager Heydlauff. He clarified that Traverse City and Petoskey have not banned short-term rentals, but they do not allow new short-term rentals. He noted that the City of Holland did not focus on short-term rentals in that they "are a destination for a day".

Member Golding recalled Planning Commission Chair Sherm Chamberlain stating "the purpose of this Sub-Committee was to examine and investigate short-term rental regulations, what level of regulations are needed and are such regulations necessary." Member Golding was not yet of the opinion that there was a problem or a need for regulations. He recalled that one resident voiced concerns with a rental home next door to her, but the nature of the complaints could have been handled by the Police Department. Member Golding questioned "are we beginning to create regulations for the sake of creating regulations for a problem that may be an awful lot smaller than what's perceived?" He also commented that the Police Chief and Sheriff were not questioned as to whether they perceive a problem.

Greg Bryan stated that he contacted 35-50 VRBO owners in the City. He asked the owners if they had any problems with the neighbors and most of them said the neighbors were okay. He also asked the owners if they had any problems with noise or parking and discovered that the worst offenders were the wedding parties. Mr. Bryan stated that he received samples of some of leases in use. He suggested that the Chamber create an educational brochure that owners could provide to their renters regarding Charlevoix's rules about noise, parking, etc. and Mr. Chamberlain agreed.

Member Golding commented that a lot of tourist dollars are brought to the City by the short-term renters. He explained the current owners have vested rights today, so if they want to impose new rental regulations those may only apply by law to a new short-term rental. He stated that the City may lose the majority of its authority if it created more regulations over the existing rentals. Interim Planner Panoff stated that they may apply to zoning changes as opposed to a regulatory ordinance. He stated that the vested rights would apply to zoning changes on current property owners.

Mr. Bryan stated that most of the landlords he talked to don't rent their homes out full-time and a lot of people have a home in Charlevoix that they plan on renting for 3-5 years until they retire and live in Charlevoix full-time. Member Waddell commented that houses in his neighborhood were bought by investors.

Member Golding felt that they needed to slow down a bit before developing new regulations and definitions to ensure the committee was going down the right path. Member Waddell recalled that they talked about a registration fee and a contact person.

Amanda Wilkin, Charlevoix Convention & Visitors Bureau (CCVB), stated that the marketing done on online rental sites was not the same as marketing Charlevoix. She indicated that the CCVB spent \$200,000-\$300,000 a year in marketing Charlevoix and noted that the hotel business vs. the rental home business was totally different. She felt that they were being short-sighted regarding whether people should be allowed to rent and also felt that other communities were focused "further out and focused on worker housing and focused on families living in a City" vs. someone coming to Charlevoix, buying a house, and planning to retire here in five years. It was her opinion that people buying houses, renovating them and renting them out was taking away from workforce housing. Discussion continued regarding affordable workforce housing.

Interim Planner Panoff discussed the phased approach used by South Haven. Member Waddell stated that he would like to start with a registration process. He explained what he learned regarding insurance on short-term rental properties. He felt that education was needed with the owners and also felt that this Sub-Committee was not looking to take punitive actions or increase City revenues, but looking at safety issues. Member Golding stated that the first step was to identify and quantify. Discussion continued about the registration process, local contact information for the owners, and establishing a "Good Neighbor" guide for seasonal renters and property owners. Member Golding suggested creating a database of known rental properties, and then create a questionnaire that would go to the owners to find out what amenities they have and what they are advertising.

7. Old Business

A. Discussion and Review of Rental Regulations

Discussed earlier in the meeting.

B. Next Steps for Sub-Committee

Member Golding commented that whatever the Sub-Committee decided would not be put into effect for another year because most of the 2017 summer rentals have already been booked. Discussion followed about developing a "Good Neighbor" brochure for renters that includes rules regarding noise, fireworks, parking, etc., an informational brochure for the property owners as well, resort community issues and addressing the short-term rental issues in a proactive way, rather than a reactive way. Member Golding advocated for "a softer, gentler approach" rather than trying to nail down regulations.

Member Waddell noted that renters spend a lot of money to rent homes during the summer and the people renting their houses have to have a house worthy of that much money.

Ms. Wilkin questioned if the plan was to send out a survey/registration form and then create a database. Member Golding clarified that their plan was to create the registration form, identify rental properties, and then create a survey. Member Waddell stated that concurrently they need to look at a Good Visitor Guide and a Short-Term Rental Guide for the landlords. Interim Planner Panoff questioned whether completing a landlord registration form would be optional. Member Waddell suggested that the Sub-Committee provide a status report at the January 16th Planning Commission meeting and determine if the Commission wanted to go forward with developing a registration form and database of short-term rentals.

8. Next Meeting Date

January 16, 2017 – Regular Planning Commission meeting

9. Adjournment

Motion by Member Waddell, second by Member Golding to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 11:17 a.m.

Joyce M. Golding/fgm

City Clerk

Rick Golding

Sub-Committee Co-Chair

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, April 11, 2016 - 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

The meeting was called to order at 7:00 p.m. by Chair Chamberlain.

B. Roll Call

Chair:	Sherm Chamberlain
Members Present:	Judy Clock, Mary Eveleigh, Rick Golding, Dave Novotny, Julee Roth, RJ Waddell
Members Absent:	John Elzinga, Toni Felter
Interim City Planner:	Zach Panoff

Chair Chamberlain asked Member Golding to introduce himself as the newest member of the Commission. Member Golding stated that he was the Manager of the Chicago Club, resident of the Charlevoix area for the past six years, and that he was happy to be part of the process.

C. Inquiry Into Potential Conflicts of Interest

Member Roth said that she may have a conflict on the retaining wall issue as she had such a wall on her property. Chair Chamberlain responded that this was not a conflict. Chair Chamberlain stated that Carol Amick was a client of his and therefore he would be recusing himself from the discussion on the Division Street property. Member Novotny stated he was also recusing himself because he owned property adjacent to the Division Street property.

D. Approval of Agenda

Motion by Member Clock, second by Member Roth to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of March 14, 2016 Minutes

Chair Chamberlain stated that staff could not distinguish who seconded the motion regarding the bike racks at the last meeting. The Commission agreed that it was Member Felter. Motion by Member Roth, second by Member Eveleigh to approve the March 14, 2016 minutes as corrected. Motion passed by unanimous voice vote.

F. Call for Public Comment not Related to Agenda Items

None.

G. Old Business

1. 2nd Public Hearing on Proposed PUD Rezoning for Property on Division Street (Project 2016-02 PUD)

Chair Chamberlain and Member Novotny moved to sit in the audience during this agenda item.

a. Staff Introduction

Interim Planner Panoff stated that the goal today was to have another applicant presentation and public hearing and then the Commission would need to make a decision.

b. Application Presentation (if requested)

Jim Malewitz, Performance Engineers, reviewed where the project started and what changes were requested including four 12-unit apartment buildings. He stated that the density of this plan was 11 units per acre and the Master Plan referenced 13 units per acre. He discussed the *Charlevoix County Target Market Analysis Summary* and the potential market demand for multi-family units. Mr. Malewitz stated that LSB Ventures, Ltd was Lewis S. Beck who owns a summer home in Charlevoix as well as the buildings where Asian Fusion and The Villager restaurants are located.

Member Eveleigh referenced the site plan which indicated drainage swales and she asked if those were natural. Mr. Malewitz responded that swales work better than putting in one big retention pond. He read aloud the summary provided as part of the staff report for this project.

Member Roth questioned if the owner was open to working with the community on the elevation. Mr. Malewitz provided Member Roth with drawings of various options and responded to questions about the project.

c. Call for Public Comments

Brian Warren, 630 Division, stated that he owned several rental properties in the area and monthly rent of \$700 - \$1,000 would make it be difficult to fill these units. He spoke in opposition of the project.

Laurie-Maureen LaBlance stated that she lived on Carson Avenue for 50 years. She felt that putting 48 families on less than five acres was not fair to the neighborhood.

Al Holmes, Carson, spoke in opposition to the project due to the potential for increased crime in the neighborhood and he felt that R-1 zoning was perfect for the property.

John Goldstick, 819 Carson, spoke in opposition to the project due to not many people being able to afford the rent. He felt it was wrong to rezone one parcel of land that would be detrimental to the whole community.

Kenneth Storm, 304 Meech, felt that several people would live in one unit at the proposed rents, therefore there would be more than one car per unit and traffic would increase substantially.

John Hess, 326 Meech, referenced the intent of the PUD regulations to promote a "higher quality of development that can be achieved from conventional zoning requirements in furtherance of the vision and goals of the adopted Master Plan of Charlevoix". He questioned why they were talking about this project without discussing a change to the Master Plan first. Mr. Hess stated that there were three different things happening: 1) Change to less than five acres; 2) Rezoning; and 3) Site Plan approval and they should all be voted separately. He questioned various aspects of the site plan, that all residents within 300' were not notified, and recommended that the lowering of the five acre requirement come first.

Sue Herzog, 8542 McSauba, felt that this type of a complex was too big for the property size. She commented that apartments usually included at least two adults with two cars.

Leilani Durbin, 1210 State, stated that she owned several properties in the 1st Ward and she questioned who was going to live in the proposed units. She felt that they need housing that works for their community.

Pam Carr, 314 Meech, discussed the zoning changes in the area. She expressed concern regarding air quality as a result of increased traffic and privacy.

Phyllis Hess, 326 Meech, encouraged the Members to walk the site, to see the surrounding homes, and what these three-story buildings will do to the neighborhood.

Lorene Sakamoto, 324 Meech, stated that their neighborhood was quiet when she first purchased her home. She felt that building this type of affordable housing was not right.

John Murray, 887 Mercer, stated he was working with the individual who was trying to buy the property. He recalled that every study done by the City Planner "says that we need more apartments and affordable housing in Charlevoix". Mr. Murray shared local rent prices in the area and said he gets at least 10 calls a week from prospective renters. He stated that the developer would be happy to work with the Commission on aesthetics, possibly phasing in the buildings, and he wanted to make sure that they have on-site management.

Monica Mayhew-Mailloux, 520 Division, stated that she complained about traffic resulting in a police officer patrolling in the area. She felt that the 3-story height was too high.

Laura Bottomley-Brown, 13709 Division, stated that she would not want her daughter playing outside with the increased traffic. She felt that property values would hit rock bottom and there was no industry in Charlevoix that would accommodate the amount of people needed to fill the units.

Don Voisin, 502 Michigan, felt that this project does not meet the 5-acre requirement. He stated that he walks down Dixon because the traffic on Division is excessive after parents drop their children off at school.

Resident (no name given), recalled that when the American House site was developed in the 1990's, Council and the Planning Commission said that "we will guarantee you that nothing more than a single family development will go in there." He felt the proposed buildings were 37'-38' high with the roof pitch, 18'-20' higher than the average house.

Mr. Hess stated that the addition of 48 units and associated vehicles will be unbearable and this was not good planning. He said they could handle 24 units in R-2 zoning. He stated that he reviewed all of Interim Planner Panoff's work on the project and disagreed with everything proposed.

Mr. Malewitz stated it was difficult listening to all the public comments. He said the project was not spot zoning and the property was not selling as R-1 or R-2 zoning. He felt that it was more affordable to rent than to build a new house. He stated that they put a lot of effort into this project and there were a lot of things taken into consideration. He indicated that they could bring the number of units down to 32 and two stories, and they could come up "with a better look".

Becky Voisin, 502 Michigan, felt that this property was not large enough to be re-zoned for a PUD. Interim Planner Panoff clarified that the minimum size for a PUD is ½-acre, not five acres.

Maureen LaBlance stated that she strongly encouraged the Commission to keep the zoning at R-1/R-2 zoning.

d. Planning Commission Determination of Findings of Fact

Interim Planner Panoff stated that two other measurable items were misquoted. He explained that it was a two-step process: 1) this was a rezoning and the Commission will make its recommendation to City Council, and 2) after City Council action the applicant will come back to the Planning Commission for site plan review with more substantial drawings. The applicant meets the requirement for drawings at this step in the rezoning process. He provided examples in the staff report for each of the findings of fact and it was up to the Commission to agree with them, disagree or change them as they feel warranted.

Vice Chair Clock began a review and discussion among the Commission members regarding the findings of fact:

(1) The PUD will promote the intent and purpose of this Article.

- 3rd line, remove "design"
- 3rd line, delete "achieves economy and efficiency in the use of the land"
- 5th line, delete "minimizes adverse traffic impacts"
- 7th line, delete "the surrounding area"

(2) The PUD will comply with standards, conditions and requirements of this Article.

(3) The proposed project will be compatible with the adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the proposed project.

(4) The proposed project will be consistent with the public health, safety and welfare needs of the City.

- Safety issues were raised with this project due to traffic considerations.

(5) Granting the PUD rezoning will result in a recognizable and substantial benefit to ultimate users of the project and to the community which would not otherwise be feasible or achievable under the conventional zoning districts.

- Change the first sentence to reflect that the proposed project does not benefit the community.
- (6) The PUD will not result in a significant increase in the need for public services and facilities and will not place a significant burden upon surrounding lands or the natural environment, unless the resulting adverse effects are adequately provided for or mitigated by features of the PUD as approved.
- Change the second sentence to read: "City staff has reviewed the proposal and determined that existing water and sewer infrastructure will be able to handle the development, but roads would not be able to handle the development."
- (7) The PUD will be consistent with the City's Master Plan and the following planning principles as listed.
- The Commission concurred to remove the findings listed under item d
 - Change item f to read: "The Planning Commission finds that the PUD does not provide a greater amount and more diverse supply of housing choices..."
- (8) The PUD will respect or enhance the established or planned character, use and intensity of development within the area of the City where it is located.
- Change the first sentence to read: "The Planning Commission finds that the proposed PUD does not respect the character and use of development within the surrounding area."
 - Change the last sentence to read: "...the proposed intensity is not in line with existing zoning and projections of the City's Master Plan".

Vice Chair Clock read aloud the sections of the staff report related to Conditions of Approval, Performance Guarantee, and the Planning Commission's Role and Options.

Member Waddell questioned if they tabled the decision, would this ~~would~~ allow the developers to take the time to review the project again and amend the proposal.

e. Motion

Motion by Member Waddell, second by Member Roth to table the decision on Project 2016-02 PUD to give LSB Ventures an opportunity to respond to the community's needs based on the feedback given tonight and the feedback from the public.

Member Golding stated that his previous position was an Area Manager for the company who manages Lake Harbor and Charlevoix Pine Cove apartments (subsidized housing). He understands the challenges of subsidized housing communities and apartment communities in general. He stated that it doesn't matter if you have on-site management or a manager from 8:00 to 5:00; there will be the same challenges and problems. He explained that renters can pay up to \$650 a month to live in subsidized housing. He stated that there were a lot of challenges with this project, and he did not see the need for this project.

Member Roth discussed the current R-2 zoning, and the ideas of pocket neighborhoods and placemaking. She stated they were trying to encourage people to live in Charlevoix. She was not in favor of the 4-building concept.

Member Eveleigh recommended denial of the project.

Member Waddell commented that LSB Ventures made an effort to address the Commission's issues from the first meeting and that this was a much better looking proposal. However, he was startled when it went to 3-story buildings with 48 units. He stated that the buildings were not very unique. He would like LSB Ventures to continue to look at the project at how they have not met the standards of the PUD. The project should not include 48 units and be three stories tall.

Motion passed by unanimous voice vote with the exception of Chair Chamberlain and Member Novotny who abstained.

Chair Chamberlain and Member Novotny rejoined the meeting.

The Commission reconvened the meeting after a ten minute break.

2. Enacting Shoreline Zoning Protection Around Lake Charlevoix Presentation

a. Presentation by Claire Karner of Land Information Access Association (LIAA)

Claire Karner gave a brief presentation regarding the community planning project on Enacting Shoreline Protections around Lake Charlevoix. She stated that the purpose of the project was to help the ten communities surrounding Lake Charlevoix protect the water quality. She proceeded to review the background of the project, current standards, and proposed recommendations for further shoreline protection zoning standards in the City of Charlevoix. Recommendations included:

- That the Zoning Ordinance be amended to define the Ordinary High Water Mark of Lake Charlevoix as 582.35' I.G.T.D.
- Require that all necessary permits be obtained prior to the issuance of a zoning permit
- Require formal Planning Commission site plan review for all waterfront uses
- Shoreline protection structures
- Specifically regulate number of docks allowed
- Specifically regulate or prohibit keyhole/funnel development

H. New Business

1. Discussion on Land Use Master Plan Updates

Commission concurred to postpone discussion on this item until the next meeting.

I. Staff Updates

None.

J. Request for Next Month's Agenda or Research Items

None.

K. Adjournment

Motion by Member Clock, second by Member Roth to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 9:53 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair

CITY OF CHARLEVOIX
PLANNING COMMISSION MEETING MINUTES
Monday, May 9, 2016 - 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

A. Call to Order

The meeting was called to order at 7:00 p.m. by Chair Chamberlain.

B. Roll Call

Chair:	Sherm Chamberlain
Members Present:	Judy Clock, John Elzinga, Toni Felter, Rick Golding, Julee Roth, RJ Waddell
Members Absent:	Mary Eveleigh, Dave Novotny
Interim City Planner:	Zach Panoff

C. Inquiry into Potential Conflicts of Interest

Chair Chamberlain stated that Carol Amick was a client and therefore would be recusing himself from the discussion regarding the Division Street property. He also disclosed that he worked with the previous owners of Juilleret's Restaurant, but felt he could be fair and had no direct benefit from the new project.

D. Approval of Agenda

Motion by Member Elzinga, second by Member Felter to approve the agenda as presented. Motion passed by unanimous voice vote.

E. Approval of April 11, 2016 Minutes

Member Waddell stated a correction was needed on page 4 of the minutes: sentence before subsection e), "would this would" be changed to "would this". Chair Chamberlain stated that "Laurie LaBlance" should be "Maureen LaBlance" and "Monica Mayhew" should be "Monica Mailloux" on page 2. Motion by Member Golding, second by Member Clock to approve the April 11, 2016 minutes as corrected. Motion passed by unanimous voice vote.

F. Call for Public Comment not Related to Agenda Items

None.

G. Old Business

1. Proposed PUD Rezoning for Property on Division Street

a. Address Motion Issues from Previous Meeting

Interim Planner Panoff stated that the intention of the motion at the last meeting was to postpone the discussion on the PUD rezoning until a later date. After discussing with the City Clerk, Interim Planner Panoff explained that the motion was handled incorrectly.

Member Waddell felt that the intention was clear and referenced page 6 of the agenda packet. Motion by Member Waddell, second by Member Roth to rescind his motion from the April 11th meeting on tabling the decision on Project 2016-02 PUD since that was not technically possible. Motion passed by unanimous voice vote, with the exception of Chair Chamberlain who abstained from the vote.

Motion by Member Waddell, second by Member Roth that since the proposal did not meet the PUD requirements that at this time we vote no on Project 2016-02 PUD - the proposal on Division Street. No vote taken. Motion dies.

Motion by Member Waddell, second by Member Golding that the Commission postpone this vote [regarding Project 2016-02 PUD] to within the 2016 calendar year so the applicants would have up to December 31, 2016 to come back before the Commission. Motion passed by unanimous voice vote, with the exception of Chair Chamberlain who abstained from the vote.

2. Site Plan Review for Bridge Street Commons (1418 Bridge Street)

a. Staff Presentation

Interim Planner Panoff reviewed the staff report for Project 2016-03 SP in which the applicant Doug Labelle proposed a building containing a drive-through restaurant and retail space, as well as a potential second phase building for retail/office space.

b. Application Presentation (if requested)

Mr. Labelle stated he was a Charlevoix resident for 15 years. He indicated that most of his development projects were downstate and that this property was ideal for a multi-purpose building.

Jim Malewitz, Performance Engineers, referenced the site plan and reviewed the parking requirements, sanitary sewer and water location in the front portion of the property, leaving the driveways as is, underground stormwater storage, and landscape plan. He and Mr. Labelle responded to questions from the Commission. Discussion followed regarding issues with the two existing driveways and the adjoining properties, the possibility of additional landscaping at the front of the property, and sign and lighting requirements.

c. Call for Public Comments

Brian Farrell, questioned the elevation and wanted to ensure that the stormwater design was done properly. Mr. Malewitz further explained the underground storage capacity for stormwater on the property and responded to concerns from Mr. Farrell. City Manager Heydiauff stated that he, DPW Superintendent Elliott, Mr. Malewitz and Mr. Labelle discussed ways to remedy the sewer issue. Discussion followed regarding the site plan and how the sewer would be addressed.

d. Planning Commission Determination of Findings of Fact

Chair Chamberlain read aloud through the Findings of Fact as contained in the Staff Report. Changes made as follows:

- 5.120 (1), 5th bullet, add "as proposed on site plan" to the end of the first sentence;
- 5.120 (4), (e), in response to questions by the Commission members, Interim Planner Panoff stated that the parking lot and building lighting configuration would be addressed during the zoning permit phase; lighting would be subject to staff review.

Chair Chamberlain questioned if the Commission members were satisfied by all conditions of approval as listed in the staff report, and proceeded to read aloud the Conditions of Approval.

e. Motion

Motion by Member Waddell, second by Member Roth to approve the project at 1418 Bridge Street, formerly known as the Juilleret property, with the conditions as noted in the staff report on signage, lighting, and utilities, subject to review by the Zoning Administrator. Member Waddell stated that he liked the proposal and would like to see more green space. Member Golding noted that using planters on the outside seating area of the building could provide more aesthetic appeal. Motion passed by unanimous voice vote.

H. New Business

1. Potential Zoning Ordinance Amendments

a. Review List of Potential Updates

Interim Planner Panoff referenced the list of potential updates to the Zoning Ordinance on page 7 of the agenda packet. Chair Chamberlain stated that Interim Planner Panoff researched the retaining wall issue and he would like to move forward including creative landscaping. Member Waddell felt that provisions were needed addressing the look and construction of retaining walls.

Member Roth stated that the City did not have any initiatives for "green building" such as Leadership in Energy and Environmental Design (LEEDS) certified buildings. She felt that language should be included in the Zoning Ordinance and Member Clock felt it should be included in the Master Plan as well. The Members concurred.

Chair Chamberlain referenced item #4, "inland dredging without a boathouse on Round Lake" and felt that it would be helpful to create a policy. He proposed an ordinance to address upland dredging requests whereby the City would automatically request a public hearing with the Army Corps of Engineers and Michigan Department of Environmental Quality (DEQ) prior to the request coming before the Planning Commission.

Interim Planner Panoff stated that he would draft language to address retaining wall height and setback, green building initiatives, and inland dredging without a boathouse on Round Lake for this year's amendments to the Zoning Ordinance.

- b. Direction for Further Staff Research, Draft Amendments, etc.
Discussed above.

2. Discussion on Land Use Master Plan Updates

a. Discuss Updates Chapter 4 and 5 of the Master Plan

Interim Planner Panoff stated that the latest versions of his review of Chapters 4 and 5 were largely unchanged from the 2011 Master Plan. He suggested that the Commission review and discuss at the next meeting. He indicated that he was still working on the drawings and renderings of downtown.

I. **Staff Updates**

Interim Planner Panoff stated he would notify the Division Street applicant, realtor, and interested property owners that the group has until the end of 2016 to bring forward a revised proposal for the property.

Member Waddell stated that City Council decided to remove some of the Zoning Ordinance duties from Interim Planner Panoff's position and to hire a Zoning Enforcement Officer. He explained that the Officer would patrol the City for trash and other such issues, and Interim Planner Panoff would remain the Zoning Administrator. He stated that they were conducting interviews for the part-time position next week. Member Roth asked if it would be possible to put a notice in the utility bills about the Enforcement Officer once someone is hired with the phone number to call for such issues and Interim Planner Panoff replied that he would look into the suggestion.

Interim Planner Panoff stated that Charlevoix Township is correcting mistakes in their zoning for two properties located near St. Marys Cement plant. Members should forward comments regarding the proposed changes to the Interim Planner. Chair Chamberlain explained that the property was located west of the Norwood and Carpenter intersection.

J. **Request for Next Month's Agenda or Research Items**

None.

K. **Adjournment**

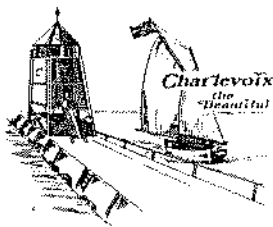
Motion by Member Roth, second by Member Elzinga to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 8:31 p.m.

Joyce M. Golding/fgm

City Clerk

Sherm Chamberlain

Chair



CITY OF CHARLEVOIX
210 STATE ST. CHARLEVOIX, MICH. 49720

PLANNING COMMISSION REPORT

AGENDA TITLE:	<u>Project 2016-02 PUD: Divison Street Apartments</u> Planned Unit Development (PUD) Review
PUBLIC HEARING DATE:	Monday, April 11, 2016 7:00 PM

EXHIBITS:	1. Planned Unit Development (PUD) application. 2. Proposed plans provided by Performance Engineers. 3. Public Comments. 4. City of Charlevoix Zoning Ordinance.
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I. GENERAL INFORMATION:

Applicant/Developer: LSB Ventures LLC
8534 Kemper Road
Cincinnati, OH 45249

Agents: Jim Malewitz, Civil Engineer, Performance Engineers, Inc.
John Murray, Broker, Bershire Hathaway HomeServices

Owners: Carol Amick Stimpson Revocable Trust

Requested Action: PUD rezoning to allow for the construction of 4-12 unit apartment buildings on the large vacant lot on Division Street.

Zoning: R2

Project Location: 602 Division Street

Project Site Size: 4.32 Acres

Existing Land Use: Vacant with the exception of a small shed.

Adjacent Land Uses: N Charlevoix Elementary School, single family residential (All in Charlevoix Township)
E Single-family homes
S American House senior living facilities
W Single-family homes

Adjacent Zoning: N R1 One-family Dwelling District (Charlevoix Township) (13513, 13601 Division St., 8091 Carson Ave.)
E R1 Residential Low Density (614 Division, 450 Loper Ln., 627 Petoskey Ave.)

- S R4 Residential Planned High Density (615 Petoskey Ave. – American House)
- W R1 Residential Low Density (314, 318, 322, 324, 326 Meech St.)

PROJECT DESCRIPTION/LOCATION:

The applicant is requesting a PUD Rezoning in order to construct 48 apartment units in 4 separate buildings on the site, located on Division Street, just to the north of the American House Senior Living Facility.

Air Photo from 2010 (Property lines are approximate.)



TWO DIFFERENT PLAN OPTIONS:

The applicant and their agents have provided two separate site plan options for this proposal. Option A contains apartment buildings on the INSIDE of a ring road contained on site and Option B has apartment buildings OUTSIDE of the ring road. They are similar, and in both cases will contain the three story apartment buildings shown in the elevation drawings, but guidance is sought on which layout is preferred by the Planning Commission. The two options are similar enough that the review standards should apply to both, unless otherwise stated in the findings.

PROPERTY ZONING HISTORY:

The Zoning Ordinance adopted in 1941 does not specifically include a designation for this parcel. Under the 1978 Zoning Ordinance the subject parcel was zoned R-1 Single Family Residential. When the new Zoning Ordinance was adopted on August 5th, 2013 the parcel was rezoned to a R2 Residential Medium Density zoning designation based on the lot size and other more intense residential uses adjacent to, and in the vicinity of, the subject property.

II. PUD REVIEW STANDARDS:

The following section is taken directly from the Section 5.145 (pg. 145) of the Zoning Ordinance. The Planning Commission must make findings of fact to determine if the proposal meets each of the following standards. The Planning Commission must find that this proposal meets all of the following standards based on findings of fact before considering a motion to recommend approval or denial. Staff has written the following recommended findings of fact as a starting point. The Planning Commission may add, modify, or delete any of the following draft findings at the meeting. The draft findings are in *italics* and bulleted where necessary.

5.145. Review Standards: In considering the PUD request, the reviewing body must find that the proposed development meets all of the following general standards:

(1) The PUD will promote the intent and purpose of this Article.

The Planning Commission finds that the proposed PUD promotes the intent and purpose of the authorizing Article in several ways. The proposed development: is innovative in layout of the structures, as presented does not achieve economy and efficiency in the use of the land, preserves significant natural features and open space, promotes efficient provision of public services and utilities, does not minimize adverse traffic impacts, provides better housing opportunities that are suited to the area, and encourages the use of an existing site in a way that protects and safeguards the subject property but not the surrounding area. It also promotes a higher quality development than can be achieved on the existing zoning designation of the site and furthers the vision and goals of the 2011 Land Use Master Plan by utilizing smart growth concepts and meeting several goals relating to infill development and efficient use of public utilities.

(2) The PUD will comply with the standards, conditions and requirements of this Article.

The Planning Commission finds that the proposed PUD meets all standards, conditions and requirements of this Article, including Sections 5.141 and 5.142

- The Planning Commission finds that the proposal meets the requirements of Section 5.141(1) Recognizable Benefit which requires that at least three of the eight listed benefits should be provided by the development. This project benefits the community by: 1. Allowing for the preservation of significant natural features; 2. Retaining extensive open space on the property but does not promote recreational opportunities; and 3. Being an infill development project on a long vacant lot within the well-developed City limits.*

- *The Planning Commission finds that the proposal meets the minimum size requirement of Section 5.141(2), which states that all PUD's shall contain greater than 21,780 sq. ft. This project parcel contains more than 188,000 sq. ft.*
- *The Planning Commission finds that the development will utilize public water and sanitary sewer as required by Section 5.141(3) of the zoning ordinance.*
- *The Planning Commission finds that the property owner has signed the application for PUD rezoning and gives their consent to the proceedings.*
- *The Planning Commission finds that the proposal is not substantially consistent with the goals and objectives of the 2011 Land Use Master Plan. The plan shows the subject parcel as a target for medium density residential development, which is not met by the proposal. The proposal would meet the Master Plan's definition of a medium density multi-family residential development by having a density of less than 13 units per acre (11.1). The Master Plan calls for this type of development in larger infill sites that can utilize clustering techniques and preserve open space in transitional areas. The Master Plan also delineates Smart Growth as a goal of the community, which is followed by this proposal in that it broadens the range of housing choices and opportunities, develops property in an existing community and takes advantage of compact building design.*
- *The Planning Commission finds that the proposal accommodates pedestrian traffic as required by Section 5.141(6) in that foot trails are provided throughout the common areas of the site and paved areas are wide enough to allow for a car and bike to pass one another safely throughout the site.*
- *The Planning Commission finds that the architectural style of the proposed apartment buildings does not meet the requirements of Section 5.141(7) in that the buildings and their design components would not be harmonious with the surrounding area.*
- *The Planning Commission finds that the proposed roads on the site meet the requirements of Section 5.141(8), which requires that safe and efficient vehicular movement is provided on, and entering and exiting the site.*
- *The Planning Commission finds that the proposal meets Section 5.141(9) of the zoning ordinance and qualifies for PUD zoning.*
- *The Planning Commission finds that the proposed PUD meets Section 5.142(1) and contains a use by right already delineated in the zoning ordinance.*
- *The Planning Commission finds that the PUD meets Section 5.142(2) of the zoning ordinance and meets the dimensional requirements (lot area and width, setbacks, height, lot coverage, floor area, parking, etc.) of buildings located in the R4 Residential Planned High Density zoning district.*
- *The Planning Commission finds that the PUD does not seek to deviate from any minimum zoning ordinance requirements as defined in Section 5.142(3).*
- *The Planning Commission finds that the PUD meets the requirements for a Density Bonus as defined in Section 5.142(4). The required 3 of 5 amenities are provided by the proposal: 1. Forty percent or more of the site will be dedicated as open space; 2. The development is in an infill area; 3. Utilizes low impact development design principles.*
- *The Planning Commission finds that the proposed PUD meets the requirements of Section 5.142(5) and preserves roughly 70 percent of the lot as open space, greater than the minimum requirement of 25 percent.*

- (3) The Proposed Project will be compatible with the adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the proposed project.

The Planning Commission finds that the proposal meets the requirements of this section. The proposed use is consistent with other apartment type land uses immediately adjacent and in the general vicinity to the subject parcel. The proposed use does not act as an appropriate buffer between the commercially zoned area east of the single family residential area to the west. The natural site being preserved is not substantial enough to create a visual buffer between the subject development and its neighbors. City staff has reviewed the proposal and determined that existing public services in the area will have the capacity to service the development without any upgrades or modifications.

- (4) The proposed project will be consistent with the public health, safety and welfare needs of the City.

The Planning Commission finds that the public health, safety and welfare needs of the City will be met by the proposed PUD rezoning. The project seeks to add a substantial number of market rate apartment units to the City, which would further diversify the housing choices available to citizens and/or prospective citizens. No public health issues are raised by the proposal, but safety may be an issue.

- (5) Granting the PUD rezoning will result in a recognizable and substantial benefit to ultimate users of the project and to the community which would not otherwise be feasible or achievable under the conventional zoning districts.

The Planning Commission finds that the proposal does not benefits the prospective users of the project. The single family medium density zoning would allow for roughly 24 single family homes to be built on the site (shown in parallel plan from applicant) which would take away most of the open space and the existing natural features of the site, and could potentially create barriers to renting or owning one of the units due to increased costs associated with detached housing. The proposal adds diversity to the housing stock in the area in a good infill development location.

- (6) The PUD will not result in a significant increase in the need for public services and facilities and will not place a significant burden upon surrounding lands or the natural environment, unless the resulting adverse effects are adequately provided for or mitigated by features of the PUD as approved.

The Planning Commission finds that no significant increase in demand for public services will occur. Significant burden will be placed on surrounding areas. City staff has reviewed the proposal and determined that existing water and sewer infrastructure will be able to handle the development. Roads may not be able to hand the increase in traffic as proposed. As much of the existing natural environment as possible will be preserved and swales around the perimeter and interior of the property will retain water runoff on the site and prevent it from flowing onto adjacent properties.

- (7) The PUD will be consistent with the City's master plan and the following planning principles, as applicable:

- a. Redevelopment and infill locations should be favored over greenfield development

The Planning Commission finds that the proposed PUD is located on an infill location, and would not be extending the public services provided by the City.

- b. Natural features and resources should be preserved or at least conserved;

The Planning Commission finds that adequate natural features and resources will be preserved by the proposed PUD.

- c. Future development/redevelopment shall strengthen the physical character of the City;

The Planning Commission finds that the proposed development does not fit with the physical character of the City.

- d. Quality design is emphasized for all uses to create an attractive, distinctive public and private realm;

The Planning Commission finds that the proposal does not utilize innovative design for prospective users.

- e. Places are created with an integrated mix of uses that contribute to the City's identity and vitality;

The Planning Commission finds that the proposed PUD does not contain a mix of uses.

- f. Diverse housing choices are offered, including relatively high density and affordable units;

The Planning Commission finds that the PUD does not provides a greater amount of diverse housing choices for the community.

- g. Parks, open space and recreational areas are incorporated into future development; and

The Planning Commission finds that open space and the preservation of natural features are incorporated into the proposed PUD.

- h. Places are connected and accessible throughout the community by transportation methods other than automobiles.

The Planning Commission finds that the proposed PUD does not contain a sidewalk along Division Street, but could utilize the walk across the street to provide off-street access to other areas for walkers and bikers. The site is also located near the on-street route that connects to the Little Traverse Wheelway on the north side of Charlevoix.

- (8) The PUD will respect or enhance the established or planned character, use and intensity of development within the area of the City where it is located.

The Planning Commission finds that the proposed PUD does not respect the character and use of development within the surrounding area. The proposal will retain a substantial amount of the existing natural wooded features of the site and shield the four proposed buildings from surrounding properties. The proposed intensity is not in line with existing zoning and the projections of the City's master plan.

III. CONDITIONS OF APPROVAL:

The following section is taken directly from the Section 5.143(1) (pg. 141) of the Zoning Ordinance. The Planning Commission may impose conditions of approval on the site plan based on the following criteria.

5.143(1) - Conditions

Reasonable conditions may be imposed upon the PUD approval by the planning commission and/or city council as part of the final decision of the PUD application. The conditions imposed shall be recorded in the minutes of the approval action and remain unchanged except upon amendment of the PUD in accordance with the procedures of Section 5.147. Conditions may include, but are not limited to, those necessary to:

- a. Ensure that public services and facilities affected by the proposed land use and site plan will not be adversely affected;
- b. Ensure that the use is compatible with adjacent land uses and activities;
- c. Protect natural resources, the health, safety, welfare, and social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole;
- d. Ensure compatibility between the proposed use or activity and the rights of the city to perform its governmental functions;
- e. Meet the intent and purpose of the zoning ordinance, be related to the regulations and standards established in the ordinance for the land use or activity under consideration and be necessary to ensure compliance with those standards;
- f. Ensure compatibility with other uses of land in the vicinity; and
- g. Ensure compliance with the final development plan and the provisions of this ordinance.

No Conditions of Approval recommended for the project.

5.143(2) - Performance Guarantee

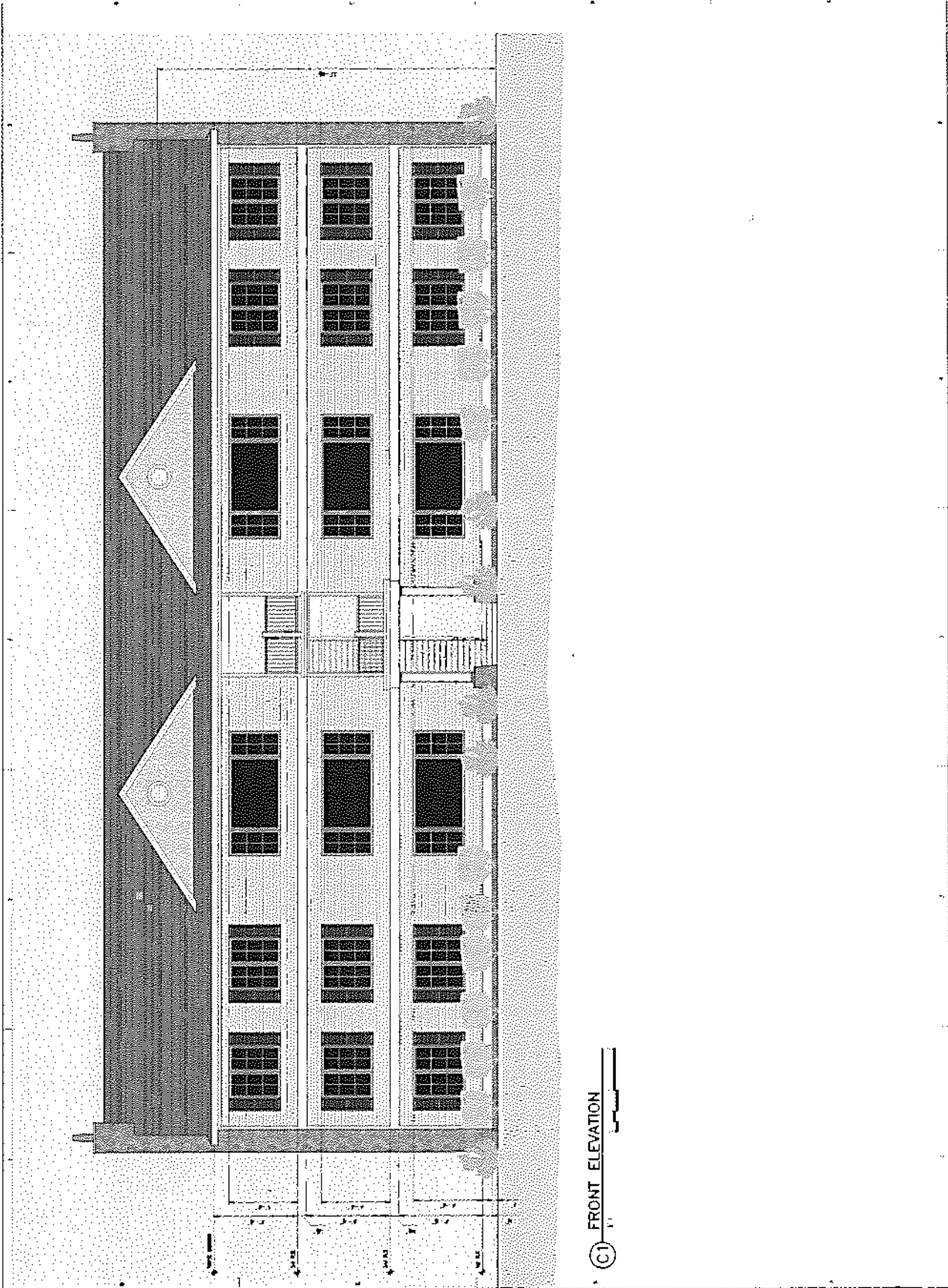
The city council or planning commission may require reasonable performance guarantees in accordance with Section 5.122 of this ordinance to ensure completion of specified improvements within the PUD.

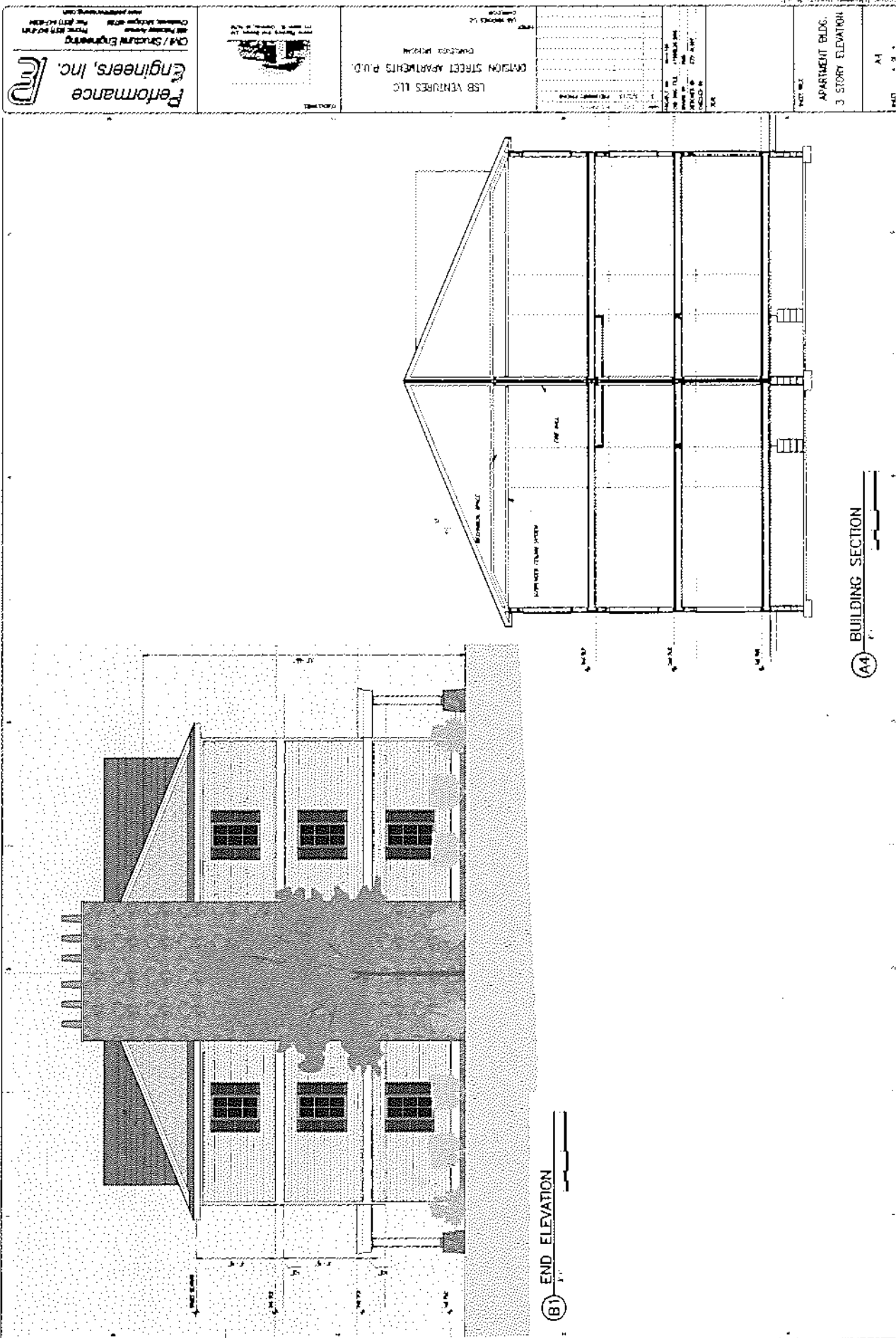
A Performance Guarantee is not recommended for this project.

IV. PLANNING COMMISSION ROLE AND OPTIONS:

1. Table the decision on Project 2016-02 PUD. (Usually this option is only used when additional information is needed to assist the Planning Commission in making the decision.) Passed 5-0.

Performance Engineers, Inc. Civil / Structural Engineering 10000 Highway 100, Suite 100 Dallas, Texas 75243 Phone: (214) 416-1111 Fax: (214) 416-1112 www.performance-engineers.com		LSB VENTURES LLC DIVISION STREET APARTMENTS P.U.D. CHATELAIN, MOBILE		SHEET NO. 101 DATE 10/1/10 DRAWN BY J. L. BROWN CHECKED BY J. L. BROWN PROJECT NO. 101		APARTMENT BLDG. 3 STORY ELEVATION		A3 101
		DIVISION STREET APARTMENTS P.U.D. CHATELAIN, MOBILE		SHEET NO. 101 DATE 10/1/10 DRAWN BY J. L. BROWN CHECKED BY J. L. BROWN PROJECT NO. 101		APARTMENT BLDG. 3 STORY ELEVATION		A3 101





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LSB VENTURES LLC
CANTON STREET APARTMENTS P.L.L.C.
CANTON, TEXAS 75020

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APARTMENT BLDG.
3 STORY ELEVATION
A4

LSB VENTURES LLC

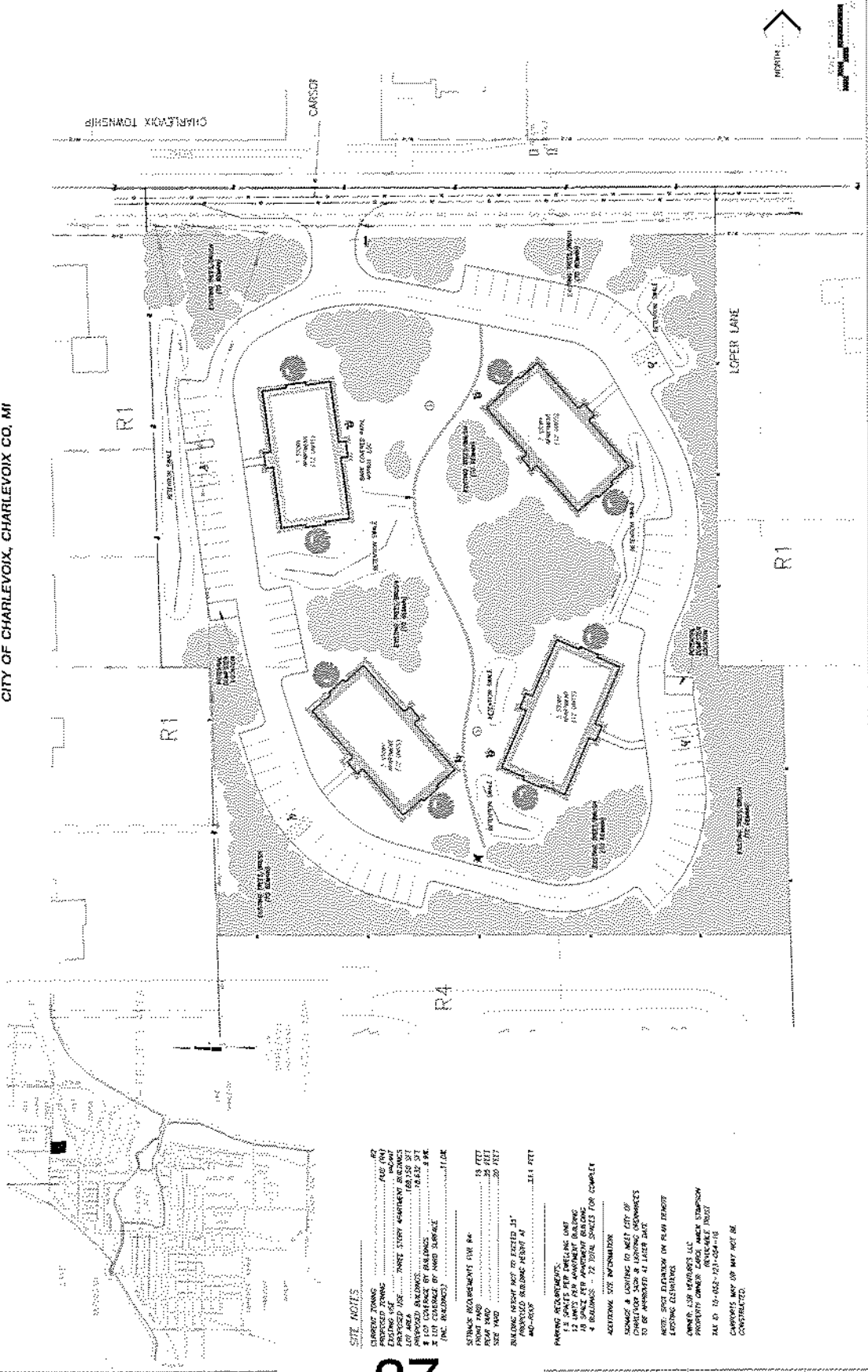
1950-1951 1952-1953 1954-1955 1956-1957 1958-1959 1960-1961 1962-1963 1964-1965 1966-1967 1968-1969 1970-1971 1972-1973 1974-1975 1976-1977 1978-1979 1980-1981 1982-1983 1984-1985 1986-1987 1988-1989 1990-1991 1992-1993 1994-1995 1996-1997 1998-1999 2000-2001 2002-2003 2004-2005 2006-2007 2008-2009 2010-2011 2012-2013 2014-2015 2016-2017 2018-2019 2020-2021 2022-2023 2024-2025 2026-2027 2028-2029 2030-2031 2032-2033 2034-2035 2036-2037 2038-2039 2040-2041 2042-2043 2044-2045 2046-2047 2048-2049 2050-2051 2052-2053 2054-2055 2056-2057 2058-2059 2060-2061 2062-2063 2064-2065 2066-2067 2068-2069 2070-2071 2072-2073 2074-2075 2076-2077 2078-2079 2080-2081 2082-2083 2084-2085 2086-2087 2088-2089 2090-2091 2092-2093 2094-2095 2096-2097 2098-2099 2100-2101 2102-2103 2104-2105 2106-2107 2108-2109 2110-2111 2112-2113 2114-2115 2116-2117 2118-2119 2120-2121 2122-2123 2124-2125 2126-2127 2128-2129 2130-2131 2132-2133 2134-2135 2136-2137 2138-2139 2140-2141 2142-2143 2144-2145 2146-2147 2148-2149 2150-2151 2152-2153 2154-2155 2156-2157 2158-2159 2160-2161 2162-2163 2164-2165 2166-2167 2168-2169 2170-2171 2172-2173 2174-2175 2176-2177 2178-2179 2180-2181 2182-2183 2184-2185 2186-2187 2188-2189 2190-2191 2192-2193 2194-2195 2196-2197 2198-2199 2200-2201 2202-2203 2204-2205 2206-2207 2208-2209 2210-2211 2212-2213 2214-2215 2216-2217 2218-2219 2220-2221 2222-2223 2224-2225 2226-2227 2228-2229 2230-2231 2232-2233 2234-2235 2236-2237 2238-2239 2240-2241 2242-2243 2244-2245 2246-2247 2248-2249 2250-2251 2252-2253 2254-2255 2256-2257 2258-2259 2260-2261 2262-2263 2264-2265 2266-2267 2268-2269 2270-2271 2272-2273 2274-2275 2276-2277 2278-2279 2280-2281 2282-2283 2284-2285 2286-2287 2288-2289 2290-2291 2292-2293 2294-2295 2296-2297 2298-2299 2300-2301 2302-2303 2304-2305 2306-2307 2308-2309 2310-2311 2312-2313 2314-2315 2316-2317 2318-2319 2320-2321 2322-2323 2324-2325 2326-2327 2328-2329 2330-2331 2332-2333 2334-2335 2336-2337 2338-2339 2340-2341 2342-2343 2344-2345 2346-2347 2348-2349 2350-2351 2352-2353 2354-2355 2356-2357 2358-2359 2360-2361 2362-2363 2364-2365 2366-2367 2368-2369 2370-2371 2372-2373 2374-2375 2376-2377 2378-2379 2380-2381 2382-2383 2384-2385 2386-2387 2388-2389 2390-2391 2392-2393 2394-2395 2396-2397 2398-2399 2400-2401 2402-2403 2404-2405 2406-2407 2408-2409 2410-2411 2412-2413 2414-2415 2416-2417 2418-2419 2420-2421 2422-2423 2424-2425 2426-2427 2428-2429 2430-2431 2432-2433 2434-2435 2436-2437 2438-2439 2440-2441 2442-2443 2444-2445 2446-2447 2448-2449 2450-2451 2452-2453 2454-2455 2456-2457 2458-2459 2460-2461 2462-2463 2464-2465 2466-2467 2468-2469 2470-2471 2472-2473 2474-2475 2476-2477 2478-2479 2480-2481 2482-2483 2484-2485 2486-2487 2488-2489 2490-2491 2492-2493 2494-2495 2496-2497 2498-2499 2500-2501 2502-2503 2504-2505 2506-2507 2508-2509 2510-2511 2512-2513 2514-2515 2516-2517 2518-2519 2520-2521 2522-2523 2524-2525 2526-2527 2528-2529 2530-2531 2532-2533 2534-2535 2536-2537 2538-2539 2540-2541 2542-2543 2544-2545 2546-2547 2548-2549 2550-2551 2552-2553 2554-2555 2556-2557 2558-2559 2560-2561 2562-2563 2564-2565 2566-2567 2568-2569 2570-2571 2572-2573 2574-2575 2576-2577 2578-2579 2580-2581 2582-2583 2584-2585 2586-2587 2588-2589 2590-2591 2592-2593 2594-2595 2596-2597 2598-2599 2600-2601 2602-2603 2604-2605 2606-2607 2608-2609 2610-2611 2612-2613 2614-2615 2616-2617 2618-2619 2620-2621 2622-2623 2624-2625 2626-2627 2628-2629 2630-2631 2632-2633 2634-2635 2636-2637 2638-2639 2640-2641 2642-2643 2644-2645 2646-2647 2648-2649 2650-2651 2652-2653 2654-2655 2656-2657 2658-2659 2660-2661 2662-2663 2664-2665 2666-2667 2668-2669 2670-2671 2672-2673 2674-2675 2676-2677 2678-2679 2680-2681 2682-2683 2684-2685 2686-2687 2688-2689 2690-2691 2692-2693 2694-2695 2696-2697 2698-2699 2700-2701 2702-2703 2704-2705 2706-2707 2708-2709 2710-2711 2712-2713 2714-2715 2716-2717 2718-2719 2720-2721 2722-2723 2724-2725 2726-2727 2728-2729 2730-2731 2732-2733 2734-2735 2736-2737 2738-2739 2740-2741 2742-2743 2744-2745 2746-2747 2748-2749 2750-2751 2752-2753 2754-2755 2756-2757 2758-2759 2760-2761 2762-2763 2764-2765 2766-2767 2

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SITE PLAN
PROPOSAL

[illegible]

16-4798
B1mC3



215 NOTES

[illegible]

PARENTING AGREEMENTS:
 12 SPTS PER WEEKLY LOST
 12 SPTS PER ACADEMIC BUILDING
 18 SPTS PER APARTMENT BUILDING
 4 BUILDINGS .. 72 TOTAL SPTS FOR COMPACT

ADDITIONAL 57% INCREASE
INCREASE & MOVING TO NEW CITY OF
CHARLOTTE 5/20/88 & LEAVING INDEMNITIES
TO BE APPROVED 4/12/87 DATE
APPROV. 5/20/88 TO 5/20/88 ON 5/20/88

CARROLL, RAYMOND
 1335 E. 13TH AVE. S.E.
 ALBUQUERQUE, N.M. 87102
 505-262-1234

**DIVISION STREET APARTMENTS
PLANNED UNIT DEVELOPMENT
SITE PLAN**

FOR
LSB VENTURES LLC

PT. OF THE W 1/2 SE 1/4 OF SECTION 23, T34 N, R8 W,
CITY OF CHARLEVOIX, CHARLEVOIX CO, MI

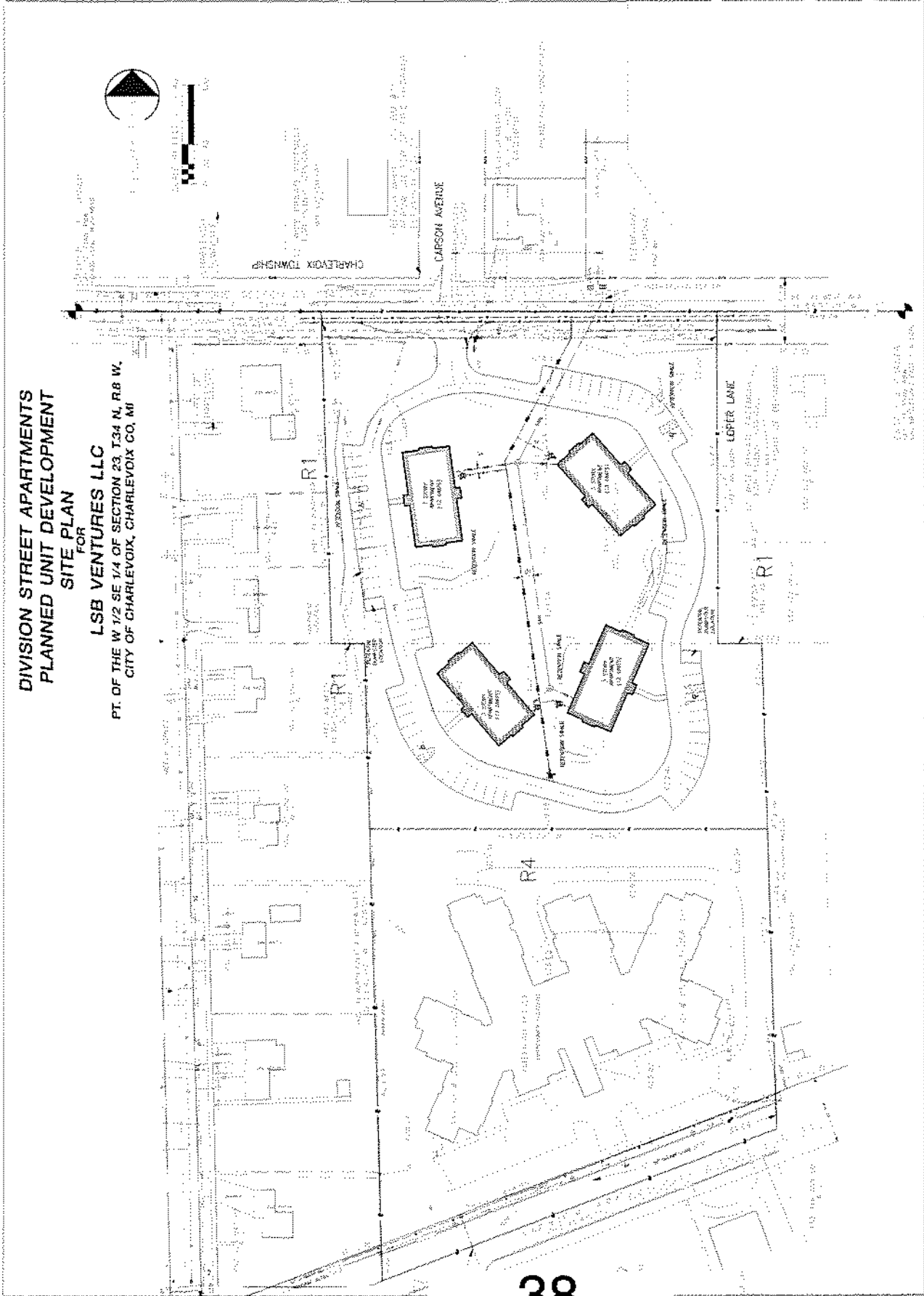


Performance Engineers, Inc.
Civil / Structural Engineering
408 Prosser Avenue
Charlevoix, Michigan 49720
www.performenceing.com
Phone: (231) 547-2121
Fax: (231) 547-0084
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DATE	12/15/07
BY	J. J. J.
CHECKED BY	J. J. J.
SCALE	AS SHOWN
PROJECT	DIVISION STREET APARTMENTS P.U.D.
SHEET NO.	38

LSB VENTURES LLC DIVISION STREET APARTMENTS P.U.D.
3 STORY - EXTERIOR PARKING - UTILITIES

16-4798 B1-C2
16-4798 B1-C2



PT. OF THE W 1/2 SE 1/4 OF SECTION 23, T34 N, R8 W.
CITY OF CHARLEVOIX, CHARLEVOIX CO. MI

16-4798
B2-62



2017 MEETING DATES

CITY HALL – SECOND FLOOR COUNCIL CHAMBERS

PLANNING COMMISSION

Second Monday at 7:00 P.M.

January 9, 2017

February 13, 2017

March 13, 2017

April 10, 2017

May 8, 2017

June 12, 2017

July 10, 2017

August 14, 2017

September 11, 2017

October 9, 2017

November 13, 2017

December 11, 2017

ZONING BOARD OF APPEALS

The Zoning Board of Appeals meets on an as needed basis.

Individuals who request to meet with the ZBA should contact Zach Panoff, Interim City Planner, who will contact the Chair and schedule the meeting. The ZBA hears appeals, variances, and is also responsible for interpretations of the Zoning Ordinance. When the ZBA does meet it is typically on the third Wednesday at 6PM.

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon seven (7) days notice to the City of Charlevoix Clerk's Office. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix by writing or calling the following: City Clerk, City of Charlevoix, 210 State Street, Charlevoix, Michigan 49720. (231) 547-3250.

City of Charlevoix
Public Meeting

Planning Commission Rental Regulation Subcommittee

Monday, December 12, 2016

City Hall, 210 State Street, Charlevoix, MI – Council Chambers – 7 p.m.

AGENDA

- 1.) Roll Call
- 2.) Approval of September 28, 2016 and November 14, 2016 Minutes
- 3.) Approval of Agenda
- 4.) Inquiry Regarding Possible Conflicts of Interest
- 5.) Public Input not Related to Other Agenda Items
- 6.) New Business
 - A. Recap of Grand Haven short term rental seminar held on November 22, 2016.
- 7.) Old Business
 - A. Discussion and review of rental regulations.
 - B. Next steps for subcommittee.
- 8.) Next Meeting Date
- 9.) Adjournment

CITY OF CHARLEVOIX
PLANNING COMMISSION RENTAL REGULATIONS SUBCOMMITTEE MINUTES
Wednesday, September 28, 2016 – 10:00 a.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

1. Call to Order

The meeting was called to order at 10:00 a.m. by Member Roth.

2. Roll Call

Members Present: Rick Golding, Julee Roth, RJ Waddell (late)
City Staff: Interim Planner Zach Panoff

3. Approval of Agenda

Motion by Member Golding, second by Member Roth to approve the agenda as presented. Motion passed by unanimous voice vote.

4. Inquiry Regarding Potential Conflicts of Interest

None.

5. Public Input not Related to Agenda Items

Bob Ludwig, 310 W. Hurlbut, stated that Charlevoix had a pretty serious blight problem because the City had no maintenance ordinance, and he referenced specific issues in his neighborhood. He recommended a city in Ohio (name inaudible) for regulations regarding property maintenance.

6. Old Business

None.

7. New Business

A. Discussion on Rental Regulations and Input from Public

Member Roth stated it would be helpful to first identify what some of the problems were with short-term rentals.

Greg Bryan, Broker/Realtor with ReMax, stated that his family had a summer resort in Charlevoix that they rented nightly and weekly in a residential zone for 50 years. He felt this discussion came about because of a couple of weekly rentals generated most of the complaints. He felt that 90% of the problems could be handled by neighborly discussion and he did not see the need to create a new set of rules.

Hans Van Der Weijden felt that online rental organizations are policed by property reviews. He believed that people who have short-term rentals may care for their property more than others because they have a vested interest. He did not believe that there were enough problems to require substantial property regulations.

A resident stated that the ability to rent short-term helps the housing market. He stated that if the ability to rent was not there he would not have purchased his home. He said the people that rent short-term spend money in town and contribute to the economy.

Julianne agreed that there needs to be more regulations as far as the property and how it looks, but it shouldn't apply to just rentals. She stated that Charlevoix is a tourist town and if the weekly rentals were not available she questioned where people were going to stay.

Member Golding stated that the Sub-Committee was not established to consider abolishing rentals in Charlevoix, but was more to ensure that renters will "walk into something that is safe to inhabit" and he felt that is what has been called into question.

Members of the audience questioned what the biggest complaint was and Member Roth and Planner Panoff responded parking.

Jessica Bell, property manager, stated it was her responsibility to deal with the parking issues. Discussion followed regarding how to enforce rental property issues, including parking issues with renters who also have family members in Charlevoix who come to visit.

Judith Lozo stated she lives in a single-family residence with a weekly rental property next door. She stated that the problems affecting her quality of life were traffic, parking to the end of the block, noise, and lights. She felt the rental was a "party house" with no property management, and it is advertised as sleeping 18 people.

Other comments included: "without tourism the town is dead"; non-homesteaded homeowners pay 35% higher property taxes as a second home or rental; rentals supplement the owner's bills for their properties; many homes are empty 10 months of the year; and there was nothing they could do to stop people from having parties in the summer.

Glen Holfeld stated that there were a lot of people who have families who want to stay together rather than renting 2-3 hotel rooms when they vacation in Charlevoix.

Member Golding stated that one of the needs was to identify the City's rental pool: number of short-term rentals, long-term rentals, or homes rented on a yearly basis.

Amanda Wilkin, Charlevoix Convention & Visitors Bureau, stated that they were comparing short-term rentals to hotels and said hotels have to follow all kinds of rules, regulations, and safety requirements. She stated that there was an issue of legitimate businesses vs. someone just renting out their home as income and making sure the properties are legally taxed.

Member Golding felt that they could not stop people from renting out their homes as short-term rentals.

Kim Engstrom stated that Hayes Township licensed their short-term rentals with a \$200 fee and they allowed two adults per bedroom. The homes were inspected before the issuance of a license.

Member Roth questioned what the next step was. Member Golding stated that they should identify what ordinances/regulations are already on the books that regulate noise, health and safety issues, occupancy limits and building/fire codes. He referenced policies from other communities and felt that trying to police the number of people in a house based on the number of bedrooms was problematic. Member Waddell stated that a 24/7 contact person for the rental property was needed. Member Roth questioned the difference between home sharing, short-term rental, transient housing, and air B&B hosts. Renting out two or more rooms of a home in Charlevoix's Code is considered a bed and breakfast.

Member Roth stated a clear definition was needed for short-term rentals. Discussion followed regarding a one-time license fee for short-term rentals; out-of-state owners who have 5+ weekly rentals; identifying challenges with regulating short-term rentals and how to enforce such regulations; requiring occupancy inspections and registration of short-term rental properties; and good neighbor guides. Member Golding stated that he did not want to bring yearly rentals into this discussion.

Discussion followed regarding definitions for short term and long term rentals such as short term rentals defined as anything less than 30 consecutive days; long term rental more than 30 days. Long term rental is one that the renters are establishing that property as their residence or leasing a property for more than 30 days at a time. Questions arose regarding how to define and handle second home owners who do not rent their homes. Member Roth suggested a definition for a long term rental as someone who rents six months and a day with a consecutive tenant. She suggested for the next meeting that the members come up with suggested definitions for short-term and long-term rentals, and requiring owners to have contact information on file through a registration process.

8. Next Meeting Date

Member Roth stated that October 10th at 7:00 p.m. was the regular Planning Commission meeting which included a public hearing on short-term rental regulations. The next Sub-Committee meeting was scheduled for November 14th at 10:00 a.m.

9. Adjournment

Motion by Member Golding, second by Member Waddell to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 11:21 a.m.

Joyce M. Golding/fgm

City Clerk

Julee Roth

Sub-Committee Chair

CITY OF CHARLEVOIX
PLANNING COMMISSION RENTAL REGULATIONS SUBCOMMITTEE MINUTES
Monday, November 14, 2016 – 10:00 a.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

1. Call to Order

The meeting was called to order at 10:00 a.m. by Member Roth.

2. Roll Call

Members Present: Julie Roth, RJ Waddell
Member Absent: Rick Golding
City Staff: Interim Planner Zach Panoff

3. Approval of Agenda

Motion by Member Waddell, second by Member Roth to approve the agenda as presented. Motion passed by unanimous voice vote.

4. Inquiry Regarding Potential Conflicts of Interest

None.

5. Public Input not Related to Agenda Items

None.

6. Old Business

A. Discussion and Review of Rental Regulations and Input from Public

Member Roth stated that their task was establishing definitions as she felt that their biggest concern was safety. She noted that some felt that parking was the number one issue. Member Waddell felt that the biggest problem rental property managers had was noise.

Member Roth recalled that she asked to have copies of definitions from other entities with rental regulations. Interim Planner Panoff recalled that Member Roth asked for definitions of short and long-term renters which are the same everywhere and it was just a matter of defining the length of each. Member Roth referenced a list of definitions from other communities that included Hayes Township. Member Waddell questioned if the State definition of short-term was 30 days and Amanda Wilkin, Charlevoix Convention & Visitors Bureau, stated it was 30 days or less.

Tim Kish questioned if the problem was clearly stated and Member Roth replied that at the last meeting they had listed the concerns and benefits to the community. Mr. Kish commented that they had not clarified what they were trying to do and Member Roth replied they were trying to do just that. Member Roth stated that they needed to address a problem and make recommendations to the Planning Commission. Mr. Kish asked again what the problems were. Member Roth replied that it was in the notes from the previous meeting. Member Waddell recalled that they discussed parking, noise, fireworks, and the number of occupants in rentals. He also stated that there should be a contact person for rental properties if any problems arose. Mr. Kish commented that he rents his home 8-10 weeks per year and he hoped that whatever policies/regulations they were proposing would be for all homes, not just rental properties.

Member Roth stated that the zoning regulations currently define a bed and breakfast as anyone renting out two or more rooms, provided the property was located in an area zoned for that use.

Member Roth stated that their first step would be to come up with a list of things to define. She referenced Hayes Township's definition for 'bedroom' and stated that it needed to reference that there was safe ingress and egress for emergencies. Interim Planner Panoff stated that addressing safety was not done through zoning; it would be done through the Building Department. Greg Bryan stated that he didn't see how they were going to enforce an expanded definition for bedrooms and questioned if inspections were going to be done for all housing units and not just rental properties.

Members Roth and Waddell continued to review Hayes Township's definitions. Interim Planner Panoff suggested that rent/rental could be removed from the definitions in that short-term rental was also defined. Member Roth felt that the Planning Commission should propose definitions for short-term and long-term rentals. She also felt that short-term rentals should be less than 30 days. Mr. Bryan stated that he knew of landlords that do long-term rentals by the week. Member Roth stated that they were not talking about how they pay or what the landlords do; they were talking about what the definitions should be. Member Roth felt that there had to be a definition on the fees, what they are, and how they are paid.

Member Waddell stated that Hayes Township had a perpetual license and some other municipalities require an annual registration fee. He noted that Grand Haven completely outlawed short-term rentals on a trial basis and Petoskey eliminated short-term rentals in their downtown area. Mr. Kish commented that was why he asked what the problem was. He hoped that they would have the problem documented as it was impossible to correct a problem if it was not clearly defined. He was concerned with the Planning Commission going in a direction of defining and creating something if they don't have a problem statement.

Member Roth supported the 'bedroom' definition in the South Haven code. Discussion and review of the South Haven code continued. Member Roth stated that part of the fee should be used toward enforcement of the regulations and part toward the promotion of Charlevoix.

Mr. Bryan felt that the Sub-Committee was formed to determine if there was a problem that needed to be addressed and not come up with rules and regulations. Member Roth stated that they were not coming up with rules and regulations, but rather points of discussion for the Planning Commission meeting. Mr. Bryan recalled that the purpose was to have the public hearing and then decide if there was a problem that they needed to address. Member Roth stated that they do have problems. Mr. Bryan stated that at the last meeting all except one person was in favor of the rentals. Member Roth replied that not everyone was represented and they were not at the meeting today. Mr. Kish questioned if Mr. Bryan was wrong and Member Roth was right just because she said so. Member Roth noted that this wasn't about being right or wrong. Mr. Kish questioned again what was the problem and Member Roth stated "occupancy, noise, parking, fire safety, safety in general and is there a fairness that certain businesses are paying for the promotion of Charlevoix when other businesses are not."

Member Roth continued review of definitions that they may want to take back to the Planning Commission. She stated that part of the discussion at the Planning Commission meeting tonight would be the difference between bed and breakfast and long-term versus short-term rentals. Interim Planner Panoff stated that there was also a discussion at tonight's meeting about how to accommodate summer help housing.

Member Waddell stated that they needed to address off-street parking in the winter months, especially for the homes without driveways. Member Roth felt that 'occupancy' or 'occupant' should also be defined. She stated that she will put the proposed definitions in alphabetical order for the meeting this evening. Discussion followed regarding issues related to noise definitions.

Member Waddell stated that they were not under any pressure to move quickly through this process. Interim Planner Panoff summarized that the Sub-Committee was established to look at the issue and make recommendations to the Planning Commission and that the Sub-Committee wanted to take a look at noise, parking, advertising for Charlevoix, safety and occupancy. Member Waddell stated that they were looking at these definitions prior to writing standards. Member Roth commented that they did not define the chain or escalation of how complaints are handled.

7. New Business

None.

8. Next Meeting Date

Monday, December 12, 2016 at 10:00 a.m.

9. Adjournment

Motion by Member Roth, second by Member Waddell to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 10:54 a.m.

Joyce M. Golding/fgm

City Clerk

Julee Roth

Sub-Committee Chair

Short Term Rental Property Worksheet

Use this worksheet to determine compliance with section 39-405.1, to use your property as a short term or vacation rental.

- True _____ False _____ This property is my primary home, and I live here.
- True _____ False _____ The City Assessor has my property classified as 100% Principal Residence Exemption.
- True _____ False _____ I do not have an ownership interest in any other property that has received a special exception as a short term rental in the City of Holland.
- True _____ False _____ My property has at least one independently accessible parking space, assigned to the short term rental space, in addition to parking for myself as the owner / family.
- True _____ False _____ I agree to post proof of my short term registration on all advertising material.
- True _____ False _____ My insurance allows for and covers the use of a short term rental at my property. Provide a copy of the insurance policy.
- True _____ False _____ I understand that I can rent one room of my home while I am present, or the entire house for up to 60 days while I am away.
- True _____ False _____ I understand that my special exception use as a short term rental may be revoked if there are more than 3 confirmed police visits related to the rental occupancy; or for failure to comply with section 39-405.1 of the Holland Ordinance.
- True _____ False _____ I understand that I cannot use my Accessory Dwelling Unit (ADU) or secondary dwelling unit at my property, as a short term rental.
- True _____ False _____ I have submitted a completed Property Registration form to Community & Neighborhood Services.
- True _____ False _____ I have arranged for a public lodging inspection of my property, with Community & Neighborhood Services.



True _____ False _____ I understand that I must obtain a Special Exception from the Zoning Board of Appeals to operate a short term rental.

True _____ False _____ I understand that I am required to maintain a Public Lodging License (annually) with the City Clerk.

True _____ False _____ I understand that I cannot begin renting my property until I have completed any required repairs, obtained a special exception from the Zoning Board of Appeals, and have obtained my public lodging license from the City Clerk.

Procedure to obtain approval for a Short Term Rental:

1. Submit the Property Registration form to Community & Neighborhood Services.
2. Obtain a property inspection from Community & Neighborhood Services.
 - a. After the inspection, make any necessary repairs to the property.
 - b. Schedule a re-inspection (if necessary, \$150 inspection fee).
 - c. Obtain a certificate of compliance.
3. Submit an application to the Zoning Board of Appeals for a Special Exception. \$50 application fee. (Meetings are held on the 4th Thursday of each month. Applications are due 17 days before the meeting.)
4. Present your application at the Zoning Board of Appeals meeting.
5. If the special exception is approved, submit an application for a Public Lodging License to the City Clerk. \$150 license fee.
6. Begin operation of Short Term / Vacation Rental.
 - a. All public lodging licenses must be renewed annually. The annual license fee from the City Clerk is \$100 (as of August 2016).
 - b. An annual inspection is required, by Community & Neighborhood Services, before the public lodging license can be renewed.

Office Use Only

Date Received

Assessor's Office

Police Department

Proof of Insurance

Fire Department

Property Inspection

City Clerk License #

Approved by:

J:\5 Environmental Health\Health\Forms\Short Term Rental Worksheet 2016.docx

ORDINANCE NO. 1674

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLAND, MICHIGAN, BEING ORDINANCE NO. 1674 OF THE CITY OF HOLLAND BY AMENDING SECTION 39-2 OF SAID CODE AND BY ADDING SECTION 39-405.1 TO SAID CODE.

The City of Holland hereby ordains that Section 39-2 be amended to add a definition and 39-405.1 be added as follows:

1. Amend Section 39-2 by inserting the following definition:

Sec. 39-2 Definitions

Short Term Rental – A dwelling unit that is offered for rent in part or its entirety for less than 30 consecutive days at a time.

All other definitions in Section 39-2 shall remain in full force and effect as stated prior to this amendment.

2. Add Section 39-405.1 as follows

Sec. 39-405.1 Special Exceptions to Approve Owner Occupied Short Term Rentals.

- (a) Eligible Properties. An owner occupied property may not be used for a Short Term Rental use unless:
 - a. The property is shown as 100% Principle Residential Exemption on the City's tax assessment rolls; and
 - b. The owner obtains a special exception from the Zoning Board of Appeals.
- (b) The Zoning Board of Appeals may grant a special exception to allow use for a Short Term Rental if:
 - a. The owner has obtained and maintains a public lodging license under Chapter 26;
 - b. The owner does not have an ownership interest in any other real property that has already received a special exemption for a short term rental in the City of Holland;
 - c. The property has at least one independently accessible parking space assigned to the short term rental in addition to spaces for the owner occupied use;

- d. The owner registers the short term rental with the Department of Community and Neighborhood Services and agrees to post proof of registration on all advertisements of the short term rental;
 - e. The property owner has insurance that allows for and covers Short Term Rental use.
- (c) A property which is granted a special exception for an owner occupied Short Term Rental use shall be subject to the following requirements:
- a. The owner may rent one room as a Short Term Rental up to 365 days a year as long as the owner is present;
 - b. The owner may rent the entire dwelling unit as a Short Term Rental up to 60 days per year while the owner is away;
 - c. The owner may not rent an accessory dwelling unit, if present, on the property;
 - d. The property shall not receive three or more confirmed police visits related to the occupancy of the Short Term Rental during a calendar year; and
 - e. The owner shall maintain compliance with the requirements of subsection (b).
- (d) Failure to comply with the requirements of (b) and (c) shall result in the revocation of the special exception

All other provisions of Chapter 39 except as added in this Ordinance shall remain in full force and effect.

Adopted: August 3, 2016

Effective: August 24, 2016



City of Grand Rapids

One-Room Rental Checklist

PRELIMINARY INFORMATION

- An owner-occupied dwelling (no renters) in which a single room, couch, or other sleeping area is rented to no more than two adult guests overnight.
- The dwelling must be the principal residence of the owner-operator and the owner-operator shall be in residence when renting.
- Applicant must hold one of the following types of interest in the real estate:
 - 1) Sole Ownership
 - 2) Joint Tenant by the Entireties
 - 3) Joint Tenant
- *Please be aware that home owners will not be able to claim 100% Principal Residence Exemption while renting out space in their home.
**For clarification please contact the City Assessor's office at (616) 456-3081.
- No more than 200 licenses will be issued by the City during a licensing year.
- Condominium Association Rules and Regulations are not superseded by the City Code.
- Accessory structures will not be approved by the Zoning Department. All rooms must be within the main dwelling unit.
**Questions concerning zoning requirements should be directed to the Zoning Department at (616) 456-4100.
- Licenses are renewed every year in June with a three year fee cycle as follows:
 - First year of operation – 1st Issuance Fee.
 - Second year of operation with no complaints on file – Renewal Fee.
 - Third year of operation with no complaints on file – Renewal Fee.
 - Fourth year of operation – 1st Issuance Fee.

**Businesses with complaints on file will revert to the 1st Issuance fee and begin the cycle over.

CHECKLIST

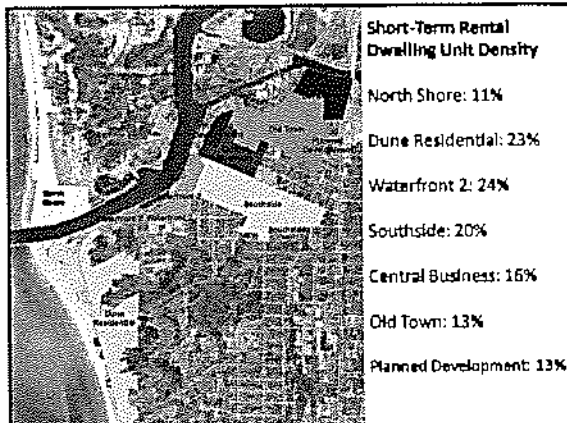
- ☐ Completed Home Occupation Class B Application (Part I and II).
- ☐ A floor plan of the entire home with the room to be rented clearly labeled.
- ☐ A letter of approval from authorized Condominium Association (if applicable).
- ☐ Non-refundable application fee.
- ☐ Fire Inspection – applicants will be contacted by the fire department after the application has been submitted to schedule a fire inspection.
- ☐ The license number issued upon approval of the application must be included in all advertisements for the rental.
- ☐ License must be displayed openly on the property where all customers can see.

*Rules and regulations associated with One-Room rentals can be reviewed in Chapter 61 entitled "Zoning Ordinance" and Chapter 116 entitled "Home Occupation" of the Grand Rapids City Code.

**General Licensing Regulations can be found in Chapter 91 of the Grand Rapids City Code entitled "Licensing and Regulation Generally."

City of Grand Haven

- Population (2010): 10,142
- Short-term rental: A dwelling unit providing transient accommodations for periods of less than one month, more than three (3) times per year
- Recognized land use since 2008
- Short-Term Rental Units: 256
- Seven (7) zoning districts allow ST rentals
- Annual registration; inspection every 3 years



Ad-hoc Committee

- City Council Goal for 2016/2017
- City Manager created committee in April 2016
- Members
 - Two City Council members
 - Two Planning Commissioners
 - One landlord
 - Two school representatives
 - Two City staff members
 - City Attorney
- Meet monthly
- 50/50 opinions -- for every pro there is a con

Survey Design

- Sent to property owners and occupants
- Paper and Survey Monkey options
- Map of the district with registered short term rental properties shown
- 5 questions
 - Owner-occupant/Tenant/Landlord
 - Good/Bad/Neither Good nor Bad
 - More/Just Right/Less
 - Unregistered Rentals: Yes/No
 - Comment Box

Survey Results

- 1,728 surveys mailed out
- 522 responses = 30% response rate
- 3 districts: majority say they are bad
- 4 districts: majority say they are good
- 2 districts: too many
- 4 districts: just right
- 1 district had a tie (too many/just right)
- None of the districts wanted more ST rentals. The closest one was Old Town, where 41% wanted more and 45% said there was just the right amount.

Next Steps

- Discuss survey results with committee
 - Further analysis based on resident vs. landlord
 - Trends in specific districts
- Additional public outreach?
- Propose limits?
- Uncover unregistered rentals
- Establish procedure for enforcement
- Landlord/Tenant Education

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Legal Landscape for Short-Term Rental Regulation

Presented by:
Scott Smith & Nick Curcio
Dickinson Wright PLLC

Background

- West Michigan has been a tourist destination for decades.
- Many property owners have occasionally rented their residences on a short-term basis.
- Other West Michigan properties have been used strictly as vacation homes, used by the owner and friends, family, etc.
- In recent years, websites like VRBO, Homestay, and Airbnb have made short-term rentals (STRs) more profitable and easier to run, creating a spike in the frequency and scale of activity.
- Communities throughout Michigan are now recognizing these trends and considering how to respond.

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A Whole New World

Lake Michigan Beach Luxury Sleeps 30 beachfront



\$2,200
per night

Book Now

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Initial Considerations for Regulation

Important to recognize that regulation of STRs:

- Can take a wide variety of forms, depending on the needs of the community.
- Affects the fundamental right to use one's property.
- Can have unintended effects on property values, tax revenues, tourism, etc.
- May be cheered by some and feared by others.
- Will be closely scrutinized by courts, if challenged.

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STRs As Hybrid Uses

Also important to recognize that STRs:

- Have some "residential" features, including:
 - Traditional dwelling structures (often indistinguishable from non-STRs)
 - Overnight occupancy typically for more than one night.
 - Cooking amenities provided in the dwelling.
- Have some "commercial" features, including:
 - Property owner makes money and often operates property like a business.
 - Occupants are transient (like hotel guests) and do not make ties with community.
 - Some say STRs have more significant effects on neighboring properties (noise, traffic, on-street parking, etc.).
- Regulation should take the "hybrid" nature into account.

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Regulatory Options

After identifying specific goals of the community, policy options might include:

- Inspection & permitting requirements.
- Occupancy caps.
- Limit to certain zoning districts.
- Saturation limits.
- Parking requirements.
- "Good renter" policies & handouts.
- Noise & other nuisance-related ordinances.
- Building and fire safety regulations (treat as commercial uses).
- Increased setbacks or screening.
- Site plan or special use approvals.
- Require or prohibit long-term occupant to be present during rental (Airbnb model v. VRBO model).
- Prohibit altogether.

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Those Urging More Regulation . . .

Express concerns about:

- **Occupancy** – houses occupied by large groups of vacationers are out of character with neighborhoods with increased potential for nuisances
- **Size** – Profit from high-occupancy STRs incentivizes larger houses with features out of character with neighborhoods.
- **Parking** – insufficient off-street parking for the number of renters.
- **Behavior** – inconsiderate renter behavior disturbing neighbors.
- **Maintenance** – some rental houses may be poorly maintained.
- **Renter safety** – whether STRs are safe enough for renters, especially larger houses with more renters.
- **Disruption** – STRs displace year-round residents
- **Schools** – school enrollment can decline as saturation rises
- **Housing costs** – use of homes for STRs may make homes too costly for year-round residents.

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Those Urging Regulatory Restraint . . .

Express concerns about:

- **Affordability** – STRs needed for mortgage/ tax payments.
- **Local economy** – tourism depends on availability of STRs.
- **Property values** – aggressive regulation could depress home values.
- **Business** – businesses, e.g., property management, remodeling, and landscape maintenance, rely on STRs.
- **Legality** – regulation must achieve legitimate governmental objectives and may need to do so through reasonable means.
- **Legal Expenses** – municipality may incur expenses enforcing ordinances and defending "takings" claims.
- **Reputation** – industries and other businesses are wary of communities that frequently change regulatory conditions or that appear to be anti-business.

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Legal Concepts: Vested Rights

- A person who engages in a permitted use under a zoning ordinance may have "vested rights" to continue the use when the ordinance changes.
- The use may then be considered "lawful pre-existing nonconforming" and be generally allowed to continue, but not to increase in size, scope, or intensity.
- Lawful nonforming uses must comply with new regulatory ordinances, but do not have to comply with new zoning ordinances.
- Before implementing STR regulations, a community should:
 - Determine whether existing STRs are operating lawfully.
 - Determine whether the regulations should be adopted as regulatory ordinances or as zoning ordinances.

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Legal Concepts: Interpreting Existing Ordinances

- If a zoning ordinance does not specifically address STRs, questions may arise as to whether STRs are permitted in residential zones.
- The mixed residential / commercial nature of STRs makes this question difficult in some cases.
- A reviewing court would look closely at the wording of the ordinance, including any relevant definitions.
- A court would also consider the ZBA's or zoning administrator's historic interpretations of the zoning ordinance, and would defer to those interpretations if reasonably consistent with the text.

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Legal Concepts: Zoning v. Regulatory

- Zoning authority is limited to what is authorized by statute.
- Zoning ordinances are special ordinances subject to heightened requirements and limitations that do not apply to regulatory ordinances.
- Zoning ordinances must:
 - Be adopted in accordance with the detailed procedures in the MZEA; and
 - "Grandfather" existing uses for which the property owner has vested rights, making them legally nonconforming.
- There are two key considerations in determining whether a regulation must be adopted through zoning:
 - Whether the regulation affects the use of land; and
 - Whether the regulatory scheme establishes different regulations for different zoning districts.

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Legal Concepts: Zoning v. Regulatory (cont.)

- Where possible, using regulatory ordinances instead of zoning ordinances can be advantageous.
- But, property owners opposing regulations might challenge them as "zoning ordinances in disguise."
- Courts generally look past the title of the ordinance and evaluate its substance.
- Can use regulatory ordinances for generally applicable regulations regarding:

- Registration	- Inspection
- Building safety	- Maximum occupancy
- Noise	- Property maintenance

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Drafting Considerations

Drafters should be mindful of

- The specific bad effects that they are attempting to address through regulation
- The need to define what a "short-term rental" is (duration, frequency, etc.)
- The usefulness of "purpose" sections in ordinances. Courts may appreciate explanations of why regulations were adopted
- Difference between rentals where owner is present and rentals where owner is not present.
- Difference between rental of entire dwelling vs. individual rooms
- Distinction between "dwellings" and "dwelling units" when drafting regulations like maximum occupancy, etc.
- Proof problems. Might consider presumptions for proving that: (1) a particular person is an "occupant" of the STR; or (2) a dwelling is being used as an STR.

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Drafting Considerations (cont.)

Drafters may also wish to consider the following questions:

- When does occasional use as an STR make a dwelling unit an STR for purposes of the regulations?
- How do you measure when a nonconforming STR use ceases?
- Should new STR uses be allowed in nonconforming residential structures?
- If you establish quotas for STRs, how do you determine priority for next available permit?

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Questions?

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Potential Definitions for Short-term and Long-term Housing

Assessment Fees

Bedroom

Building Official

Compensation

Complaint Procedure

Dwelling

Dwelling Unit

Enforcement

Good Visitor Guide

Habitable Space

Local Agent/Contact Person

Managing Agency or Agent

Newly modified Unit

Noise

Occupancy

Occupant

Operator/Owner

Parking Space

Residential Property

Rental: Short term, long term

Rental exclusions

Safety Codes

Trash Removal

when the equipment is in use, unless the controls are in a neutral position, the wheels or tracks in a braked or chocked position and the blade, box, bucket, clam, crane, fork, grader, loader, pulley, scoop or shovel is in a rest position or upon the ground.
(Code 1962, § 4-1304)

Secs. 9-186—9-200. Reserved.

ARTICLE X. DWELLING UNIT REGISTRATION*

Sec. 9-201. Registration of rental dwellings required.

All owners of rental dwellings shall register the rental property with the city on an application in a form provided by the city. At the time an application is filed a registration fee in an amount established from time to time by resolution of the city council shall be paid in full.

- (1) *Annual registration.* The annual registration date shall be January 1 of each year and all fees required by this article shall be paid on or before February 15 of each year.
- (2) *Registry of new rental dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy. If indicated in the resolution establishing the registration fee, the fee may be prorated for a registration of less than one year. Otherwise the established fee shall be due.
- (3) *Change in register information.* The owner of a rental dwelling(s) already registered with the city shall reregister within sixty (60) days after any change occurs in registration information. A new owner of a registered dwelling shall reregister the dwelling within sixty (60) days of assuming ownership.

***Editor's note**—Ord. No. 08-04, § 1, adopted June 16, 2008, amended Art. X. in its entirety to read as herein set out. Former Art. X, §§ 9-201—9-203, pertained to similar subject matter and derived from Ord. No. 00-09, § 1, adopted Aug. 28, 2000.

- (4) *Register of rental dwellings.* Application for registration shall be made in accordance with such instructions as may be provided with the registration application which shall include:
- a. The address of the rental dwelling.
 - b. The number of rental dwelling units. If the premises also provides for temporary dwelling, the application shall also state the number of rooming units and the number of hotel/motel units in the premises for purposes of distinguishing them from the rental dwelling units.
 - c. The name, residence address, business address, business phone number, and personal phone number of the owner and property manager, if applicable.
 - d. The address where the owner and the local agent and/or property manager, if applicable, will accept notices or orders from the city.
 - e. Verification that all state and city taxes levied and assessed against the rental dwelling that are due and payable at the time of the filing of the application have been paid. Delinquencies on such taxes may result in the denial of an application for registration under this section.
- (5) *Inaccurate or incomplete register information.* It shall be a violation of this article for an owner to provide inaccurate information for the register of rental dwellings or to fail to provide information required by the application.
- (6) *Designation of local agent.* If the owner of a rental dwelling does not reside within sixty (60) miles of the city, he or she shall designate a responsible local agent who shall be legally responsible for operating such rental dwelling in compliance with the law, including the International Property Maintenance Code as made part of the city's Code of Ordinances. All official notices may be served on the responsible local agent and any notice so served shall be deemed to have been served upon the owner of record.

- (7) *More than one owner or ownership by entity.* Where more than one person has an ownership interest, the required information shall be provided for each owner. In those cases in which the owner is not a person, the information required for the register shall be provided for the organization owning the rental dwelling and for the president, general manager, or other chief executive officer of the organization.
- (8) *Definitions.* As used in this article, the following words and terms shall have the meanings respectively ascribed to them:

Occupant means any person, other than a legal or equitable title holder, occupying or possessing all or part of a short term rental.

Rental dwelling or rental property means any residential dwelling which is in whole or in part occupied by one or more person(s) pursuant to an oral or written agreement for monetary or any other consideration, but which person(s) is not acquiring an ownership interest in the dwelling. This shall include single-family, two-family and multiple-family dwellings, short term rentals, rooming or boarding houses, not including hotels, motels, bed and breakfasts or dwellings that are occupied only by members of the owner's immediate family.

Short term rental means any residential dwelling providing transient accommodations for periods of less than one month, more than three (3) times per year.

Tenant means any person, other than a legal or equitable title holder, occupying or possessing all or part of a rental dwelling, not including a short term rental.

(Ord. No. 08-04, § 1, 6-16-08; Ord. No. 09-08, § 1, 7-20-09)

Sec. 9-202. Certification of rental dwellings required.

Rental dwellings shall not be occupied without a certificate of compliance or a temporary certificate of compliance.

- (1) *Issuance of certificate of compliance.* The city shall issue a certificate of compliance for a rental dwelling when,

following an inspection by the building inspector, zoning administrator, and fire inspector and/or their designees, it is determined that the rental dwelling complies with the requirements of section 9-204 below.

- (2) *Temporary certification authorized.* Where a certificate of compliance is required, the city may issue a temporary certificate of compliance for the following reasons:
 - a. For a newly registered rental dwelling until such time as the city is able to make a compliance inspection.
 - b. To enable the city to balance its compliance inspection workload.
 - c. To coincide with compliance time periods set forth in a notice citing violations of the city's Code of Ordinances if such periods extend beyond the expiration date of a certificate.
- (3) *Validity of certificate of compliance.* A certificate of compliance shall be valid for three (3) years for all rental dwellings, unless suspended as set forth below. The building inspector may permit up to one additional year on the certificate when all repairs are completed prior to the first reinspection date set by the building inspector. The building inspector may authorize up to eight (8) additional months on the certificate of a dwelling for the sole purpose of balancing the inspection workload of the city.
- (4) *Expiration of certificate of compliance.* Certificates of compliance and temporary certificates of compliance may not be extended beyond their expiration dates except as may be permitted in subsections (2) and (3) above to enable the building inspector to balance inspection workloads.
- (5) *Revocation.* A certificate of compliance and/or a temporary certificate of compliance may be revoked subsequent to its issuance by the building inspector upon findings that the rental dwelling(s) fails to comply with multiple sections of this article and/or for repeated violations of

sections of the city's property maintenance code, fire code, zoning ordinance, this article, or other applicable laws and regulations. An owner aggrieved by such revocation may appeal such action to the city's construction board of appeals in the same manner that a violation of the property maintenance code may be appealed. Enforcement of such revocation shall be stayed while the appeal is pending before the construction board of appeals. An owner may petition the building inspector for reinstatement of a certificate of compliance and/or a temporary certificate of compliance revoked pursuant to this section no sooner than twelve (12) months after revocation.

- (6) *Transfer prohibited.* No certificate issued under this article shall be transferred without the written consent of the building inspector, zoning administrator, and fire inspector.

(Ord. No. 08-04, § 1, 6-16-08; Ord. No. 09-08, § 1, 7-20-09)

Sec. 9-203. Violations.

(a) A violation of this article shall be punishable as a municipal civil infraction. Any person, including, without limitation, an owner, property manager, local agent, tenant or occupant, who is found responsible for a violation of this article shall be subject to fines and penalties as follows:

- (1) For the first violation within any thirty-six-month period, the penalty shall be a fine not to exceed two hundred fifty dollars (\$250.00).
- (2) For a second violation within any thirty-six-month period, the penalty shall be a fine not to exceed five hundred dollars (\$500.00).
- (3) For a third violation within any thirty-six-month period, the penalty shall be a fine not to exceed one thousand dollars (\$1,000.00) and/or suspension of a certificate of compliance and/or a temporary certificate of compliance.

(b) In addition to the penalties provided in subsection (a) above, any owner, property manager, local agent, tenant or occupant may be cited for disruptive behavior that violates this Code or state law.

(Ord. No. 08-04, § 1, 6-16-08; Ord. No. 09-08, § 1, 7-20-09)

Sec. 9-204. Inspections.

(a) Before issuing a certificate of compliance, the city shall inspect all rental dwellings in order to determine whether they are in compliance with the city's property maintenance code, fire code, zoning ordinance, this article, and other applicable laws and regulations.

(b) Upon written notice from the city, it shall be the owner's responsibility to schedule and allow the city's inspection of the rental dwelling. When an inspection is required for the renewal of an existing certificate, the owner shall schedule and permit that inspection prior to the expiration of that permit, except as otherwise permitted within section 9-202 above. Inspections shall occur during the city's regular business hours, unless the city agrees to other arrangements, and all fees shall be paid prior to the inspection.

(c) If an inspection reveals that the rental dwelling is not in compliance with the city's property maintenance code, fire code, zoning ordinance, this article, or other applicable laws or regulations, the owner shall be provided a written list of deficiencies or violations that must be corrected before a permit is issued. If the city determines that the deficiencies or violations do not render the rental unit uninhabitable, the city may issue a temporary certificate of compliance for that rental dwelling.

(d) The city may conduct additional inspections as it deems necessary, upon reasonable notice to the owner or agent, such as when (i) a temporary certificate of compliance has been issued, (ii) when a complaint is filed with the city, or (iii) the city otherwise has reasonable cause to believe a rental dwelling is in violation of any city ordinance or other applicable laws and regulations.

(e) For purposes of this article the term "inspection" shall include re-inspections and/or additional inspections.
(Ord. No. 08-04, § 1, 6-16-08)

Sec. 9-205. Record keeping.

(a) For all short term rentals the owner or local agent shall obtain and maintain for the purpose of city inspection and copying the name, address, and other contact information of each occupant.

(b) For all short term rentals the owner or local agent shall obtain and maintain for the purpose of city inspection and copying a document signed by the person responsible for renting the rental dwelling acknowledging the occupancy limit of the rental property, certifying the number of persons who will be occupying the rental property and acknowledging city regulations applicable to the rental property.

(c) Each tenant of a rental dwelling shall sign a document acknowledging the occupancy limit and city regulations applicable to the rental property, which document shall be maintained by the owner or local agent for inspection and copying by the city. Compliance with this subsection may be achieved through the inclusion of the required information into a rental agreement (lease) signed by each tenant.

(d) The owner or local agent shall maintain such documents and any other records required under this article for at least two (2) years. An owner or local agent shall convey such documents to any successor owner or local agent.

(e) The information required under this section shall be updated by the owner or local agent for each rental to different tenants or occupants.

(f) It is the intent of the city to inspect and copy the documents and information required under this section in response to a complaint or a violation of this article, city ordinance or other applicable law or regulation.

(Ord. No. 08-04, § 1, 6-16-08; Ord. No. 09-08, § 1, 7-20-09)

Sec. 9-206. Short term rental requirements.

(a) The owner or local agent of each short term rental shall prominently display a full-size copy of the certificate of compliance or the temporary certificate of compliance inside the rental property.

(b) The owner or local agent of each short term rental shall prominently display inside the rental property a full-size copy of applicable city ordinance sections including, but not limited to, trash, noise, occupancy and parking. A sample display of such sections can be downloaded from the city's website or available from the planning and community development department.

(c) The owner or local agent of each short term rental shall not advertise or permit an occupancy load that is greater than the maximum occupancy load limit permitted by city ordinance or other applicable law or regulation.

(Ord. No. 08-04, § 1, 6-16-08; Ord. No. 09-08, § 1, 7-20-09)

Sec. 9-207. Conflicts.

In the event that the provisions of this article conflict with any other provision within the city's Code of Ordinances, the provision that is more restrictive shall apply.

(Ord. No. 08-04, § 1, 6-16-08)

Secs. 9-208—9-220. Reserved.

ARTICLE XI. FEES

Sec. 9-221. Fee schedule.

The city council shall, from time to time by resolution, establish a fee schedule for permits under this Chapter 9.

(Ord. No. 05-07, § 6, 4-4-05)

Editor's note—Ord. No. 05-07, § 6, adopted Apr. 4, 2005, set out provisions intended for use as § 9-188. For purposes of classification, and at the editor's discretion, these provisions have been included as § 9-221.

Secs. 9-222—9-231. Reserved.

**TOWNSHIP OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 2016-01

**AN ORDINANCE TO AMEND CHAPTER 8, ARTICLE V, OF THE TOWNSHIP OF
SAUGATUCK CODE TO REGULATE SHORT-TERM RENTALS**

The Township of Saugatuck Ordains:

Section 1. Amendment. Chapter 8, Article V, of the Township of Saugatuck Code, entitled "Single- and Two-Family Rental Dwellings, Property Registration and Safety," is hereby amended to read as follows:

Sec. 8-100. Findings and purpose.

- (a) *Findings*. The Saugatuck Township Board finds that dwellings and dwelling units that are leased or rented to the public, when improperly maintained, in terms of their structures, equipment, use or occupancy, may adversely affect the public health, safety and general welfare. The township board establishes these regulations to correct and prevent unsafe conditions that may exist within properties not originally intended or constructed for non-owner occupancy, to establish mechanisms for the continued safety of single- and two-family rental housing within the township, and to promote the public health, safety and general welfare of its citizens.
- (b) *Purpose*. This article is intended to protect and promote the health, safety and welfare of all the citizens of the township by requiring the registration and permitting of single- and two-family rental dwellings in the township along with proper fire safety facilities and equipment. Rental dwelling registration, when combined with periodic inspections of certain habitable area and exterior accessibility aspects of the property, will aid in the enforcement of the minimum standards for safety from fire and accidents.

Sec. 8-101. Authority.

This article is adopted under the township's general regulatory authority to adopt ordinances for the protection of the health, safety and welfare of its inhabitants under the Township Ordinances Act, MCL 41.181 *et seq.*

Sec. 8-102. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Bedroom*. Room which is intended, arranged, and designed to be occupied by one or more persons primarily for sleeping purposes, as determined by the zoning administrator. A bedroom must be not less than 70 square feet and not less than 7 feet in any dimension.
- (b) *Dwelling, single-family* means a detached building or structure, including a mobile home, containing one dwelling unit, designed for the use and occupancy of one family only and containing housekeeping facilities.
- (c) *Dwelling, two-family (duplex)* means a detached building or structure containing two dwelling units, designed for the use and occupancy of one family in each unit with each unit containing housekeeping facilities.
- (d) *Dwelling unit* means one or more rooms designed for use or occupancy by one family for living and sleeping purposes with housekeeping facilities.
- (e) *Designated agent* shall mean an individual designated to perform obligations under this article and to serve as contact person for the Township for issues relating to a rental property. The designated agent must live or maintain a physical place of business within 45 miles of the rental unit.
- (f) *Maximum occupancy load means* the maximum number of allowable occupants for a rental property, as established in section 8-107(d).
- (g) *Occupant* means an individual living in, sleeping in, or otherwise having possession of a space.

- (h) *Owner* means any individual or other person holding legal or equitable title to a property or to real improvements upon a property solely, jointly, by the entireties, in common, or as a land contract vendee or title to a mobile home or house trailer.
- (i) *Premises* means the land and the improvements on it, such as a building, store, shop, apartment, or other designated structure.
- (j) *Property* means land, firmly attached structures and integrated equipment (such as light fixtures or a well pump), and anything growing on the land.
- (k) *Rental dwelling* means any dwelling, including a single-family home, two-family home, or mobile home, containing a rental unit.
- (l) *Rental property* refers generally and collectively to all types of rental dwellings and units.
- (m) *Rental unit* means a particular living quarters within a dwelling intended for occupancy by a person other than the owner and the family of the owner, including mobile homes, single-family homes, apartments, hotel/motel units, and rooming units.
- (n) *Short-term rental* shall mean the rental of any rental unit for a term of less than 28 days, but does not include the use of campgrounds, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult-foster-care homes, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.
- (o) *Violation notice* means a writ issued by the Township Zoning Administrator, advising an owner, or his agent, of a violation of this article. Violation notices shall list all infractions and corrective measures necessary to comply with this article and a period within which corrections must be completed.

Sec. 8-103. Applicability.

This article applies to single-family or two-family dwellings located in Saugatuck Township and to all persons owning or exercising control over such buildings or premises which in total or in part, are rented or leased. Unless excluded under section 8-104 of this article, occupancy of a single-family or two-family dwelling by any person other than the owner of record, shall be presumed to require registration of the dwelling as rental property. Such presumption may be rebutted if the occupant has ownership equity of 25 percent or more of the fee or life estate. An occupant claiming ownership may be required to provide proof that a transfer of ownership is supported by a substantial equity interest in the property.

Sec. 8-104. - Exceptions and exemptions.

Rental property registration under this article is not required where occupancy of a dwelling unit occurs, under the following circumstances:

- (a) *Family occupancy.* Any member of a family (and that family member's guests) may occupy a dwelling as long as any other member of that family is the owner of the dwelling or dwelling unit. Family occupancy also exempts guest houses or similarly separate dwelling units located on the same premises as the owner's domicile, when occupied by family guests, exchange students, visiting clergy, medical caregivers, and child care givers, without remuneration to the owner.
- (b) *House-sitting.* During the temporary absence of the owner and owner's family the owner may permit non-owner occupancy of the premises, without remuneration, without a rental dwelling property registration.
- (c) *Dwelling sales.* Occupancy by a prior owner after the sale of a dwelling under a rental agreement for a period of less than 91 days following closing. Rental property registration is required if legal or equitable ownership is not transferred in its entirety within 90 days of execution of the conditional sales agreement.
- (d) *Estate representative.* Occupancy by a personal representative, trustee, or guardian of the estate and his family, with or without remuneration. The estate shall notify the township of the owner's name, date of death, and name of the person occupying the premises.

Sec. 8-105. Registration and permitting required; prohibition.

Each single-family and two-family rental dwelling and each rental unit within such dwelling, shall be registered with, and permitted by the Township of Saugatuck. An owner of any single-family or two-family dwelling located within Saugatuck Township shall not rent a dwelling, or a dwelling unit, to another unless the dwelling or dwelling unit, has been registered and permitted in accordance with the requirements of this article.

Sec. 8-106. Application for rental dwelling property registration and permit.

- (a) *Responsibility.* It shall be the responsibility of the owners of rental property to apply for registration through the submission of a rental dwelling property registration and permit application. The application shall be on a form prepared and supplied by the township.
- (b) *Application.* To register a rental unit, the owner or designated agent shall:
 - (1) Truthfully provide and certify as true the following on a form provided by the township:
 - (A) Name, address, and telephone numbers of the owner and any agent for the owner.
 - (B) The street address of the rental unit, along with other identification if more than one (1) rental unit has the same street address.
 - (C) The number of rental units in the building, if more than one.
 - (D) The number of bedrooms in each rental unit, and the intended number of occupants in each rental unit.
 - (E) For short-term rentals, a parking site plan as described in section 8-108(b).
 - (F) An affidavit and agreement, signed by the property owner, permitting inspections of the subject property by officials of the township.
 - (G) Such other information as the Township requests.
 - (2) Pay an administrative fee, as set by resolution of the township board.
- (c) *Acceptance of completed application.* An application is not considered accepted by the township until the township zoning administrator schedules the inspection of the premises and delivers to the owner a written acknowledgement of a completed application.
- (d) *Provisional rental dwelling property registration and permit.* The written acknowledgement of a completed application shall serve as the issuance of provisional rental property registration and permit. The provisional permit shall indicate the maximum occupancy load of the rental unit.

Sec. 8-107. Inspections, issuance of final registration and permit.

Final approval of the application and permit is contingent upon a fire safety inspection and compliance with the township fire code. Subsequent to the filing and acceptance of a completed registration application, the rental property shall be inspected by the township fire code official.

- (a) *Rental property registration inspections.* Within 60 days following the acceptance of an application for rental dwelling registration and permit, the provisional rental dwelling shall have an inspection for compliance with the requirements of the township's fire safety standards.
- (b) *Governing fire safety standards.* The provisions of the International Fire Code as amended, hereinafter referred to as the "fire code", as adopted by Saugatuck Township and included by reference in chapter 16, article II of "Code of Ordinances", Saugatuck Township, shall govern the minimum conditions and standards for fire safety relating to the structures and the exterior premises of rental dwellings regulated under this article, including the fire safety facilities and equipment to be provided.
- (c) *Approval.* Upon a finding of compliance with the fire safety standards of the township, by the township fire code official, the rental property registration and permit shall be declared approved and a final rental property permit for the rental property shall be issued to the owner by the zoning administrator. The date of issuance shall be assigned by the zoning administrator and shall be affixed to the permit and the permit shall be posted near the main entrance.

- (d) *Maximum occupancy load as condition of permit.* Except as otherwise provided in this section, the maximum occupancy load shall be 2 persons per bedroom, plus two additional persons per finished level with means of emergency egress (e.g. a functional window), up to a total of 12 persons. Applicants who wish to request a maximum occupancy load of more than 12 persons, or more than 2 persons per bedroom, must do so on the application form. The Zoning Administrator and Fire Code Official may approve such requests upon determining that the proper safety features are met, may require some or all of the following:
- (1) Provides one bedroom for every two requested occupants.
 - (2) Has a parking site plan allowing sufficient access for emergency vehicles.
 - (3) Automatic sprinkler systems
 - (4) Fire alarm systems
 - (5) Interconnected smoke alarm systems.
 - (6) Fire rated corridors
 - (7) Fire rated stairwell enclosures.
 - (8) Sleeping rooms with automatic door closers.
 - (9) A sufficient number of emergency exits, suitably placed in relation to the designated bedrooms.
- (e) *Changes in registration information.* During the approved permit period, the owner or his registered agent shall provide written notification to the township of any change in the information required under section 8-106.

Sec. 8-108. Short-term rental regulations.

In recognition of the unique difficulties presented by short-term rentals, the Township adopts the following regulations:

- (a) *Designation of local agent.* If the owner of a short-term rental unit does not qualify as a local agent, the owner shall designate a local agent and authorize the agent in writing to act as the owner's agent for any acts required of the owner or the owner's agent under this article.
- (b) *Parking site plan.* Applicants seeking a short-term rental permit must submit a parking site plan depicting or describing the available off-street parking. The plan must provide adequate access for emergency vehicles, as determined by the fire chief.
- (c) *Off-street parking.* Occupants in a short-term rental unit shall not park in a parking space on a public street within 1 mile of the rental unit. Occupants shall be informed of, and shall acknowledge in writing, the number of off-street parking spaces provided for the rental unit prior to leasing such unit.
- (d) *Waste disposal.* Occupants shall not leave trash or refuse within public view, except in proper containers for the purpose of collection by the collectors between the hours of 5:00 a.m. and 9:00 p.m. on scheduled waste collection days.
- (e) *Local agent's duty to remedy.* For any violation of this article, the township may (in addition to other remedies) notify the designated agent for the rental unit by telephone. The designated agent shall be deemed to have received notice upon receipt of a voicemail message. Upon receiving notice, the local agent shall ensure that the violation of this section is remedied within 5 hours. Failure to remedy the violation within 5 hours shall constitute a violation by the local agent.

Sec. 8-109. Expiration, renewal, voidance by change of use or structural change.

- (a) *Expiration.* A final rental property registration and permit issued under this article shall be valid for a period of three years (36 months) from the date of issuance, as affixed to the final permit.
- (b) *Renewal.* Rental property permits shall be renewed at least 30 days before the expiration date assigned by the township, or within 30 days of sale or transfer of ownership of a property, following the same requirements set forth in section 8-106 and section 8-107 of this article.

- (1) *Renewal registration requirements.* An application for the renewal shall contain the same information as an initial application. If there have been no changes from the previous registration and permit form, the information previously submitted may be incorporated by reference.
- (a) *Changes in use or structure.* Any change in the use or structure of a dwelling that results in noncompliance with the standards of the township fire code or building code, as determined by the township zoning administrator and/or township fire code official, or building code official, shall void the rental property permit.

Sec. 8-110. Fire code violations, notices and inspections.

- (a) *Violations not imminently dangerous.* If upon inspection by the township fire code official, a violation of the fire code is discovered, but the violation is deemed by the fire code official not to be imminently dangerous to life or limb, a violation notice shall be issued. The notice shall be in writing, and shall include the street address of the rental dwelling or rental unit in question, a statement of the violation or violations and why the notice is being issued. The notice shall also include a correction order allowing a reasonable time to make the repairs and improvements needed to bring the rental dwelling or rental dwelling premises into compliance. The notice shall be delivered personally or sent by certified or first-class mail addressed to the owner or designated agent at the address indicated on the accepted rental property registration application form.
 - (1) *Re-inspection and fees.* Re-inspection of a property shall occur on the date specified on the violation notice, or sooner if requested by the owner and township scheduling permits such inspection. A fee, as published in the schedule of fees, shall be charged for each re-inspection. A re-inspection may be waived as determined by the fire code official if the owner or designated agent has provided written notification and supporting documentation to the township that all corrections have been made within the specified time period.
 - (2) *Schedules.* Time schedules for the correction of violations shall be reasonable as determined by the township fire code official.
 - (3) *New violation notice.* If a violation is not corrected upon the expiration of the allowed time, as identified in the violation notice, but a good faith effort has been made to correct the violation, the zoning administrator or fire code official may provide a revised compliance date. If new violations are found at the same premises, a new notice shall be issued with an appropriate date before which corrections must be completed.
- (b) *Violations that threaten life, limb, or property.* If upon inspection of the rental property the fire code official determines that a violation is of such a serious nature so as to immediately threaten the life, limb, health, property, safety or welfare of the public or the occupants thereof, the fire code official may inform the township official and may recommend that the structure be further investigated for possible declaration as a "dangerous building" under article III, chapter 8, Code of Ordinances, Saugatuck Township. If so declared, notice of the violation shall proceed in accordance with section 8-58 of article III, chapter 8, Code of Ordinances, Township of Saugatuck.

Sec. 8-111. Fees.

Rental dwelling property owners shall be required to pay a fee for initial rental dwelling property registration, the initial inspection, re-registration and for any re-inspection performed as a result of any violation. Fees shall be paid at the time of registration, inspection, re-registration or re-inspection, as applicable. Such fees shall be established by the township board and included in the Saugatuck Township consolidated fee resolution as amended.

Sec. 8-112. Violations and penalties.

- (a) *Municipal civil infraction.* Any person failing to comply with any of the provisions of this article is responsible for a municipal civil infraction. Any person who is found responsible or admits responsibility for a municipal civil infraction shall be subject to a civil fine of not more than \$100.00 for the first infraction and increasing penalties for additional infractions as established by the Code of Ordinances, of the Township of Saugatuck.

- (b) *Initial suspension of rental permit.* Upon a determination by the zoning administrator that the owner or local agent of a rental unit have (individually or in combination) committed a total of three or more unresolved violations of this article relating to the unit within the last three years, the zoning administrator shall issue a notice of rental permit suspension to the owner, with a copy to any local agent. The notice shall notify the owner that a hearing may be requested to show cause why the permit for the rental unit should not be suspended. If, within 14 days of service of the notice, a hearing is requested, the township shall schedule a hearing before the township board and notify the owner in writing of a time and place for that hearing. At the hearing, the owner or owner's representative shall have the opportunity to show cause why the township should not suspend the permit.
- (c) *Subsequent suspensions.* After a rental permit has been suspended for a given unit, any additional violation committed within the 2 years of the expiration of the last suspension is grounds for an additional suspension. Notice and an opportunity for hearing on a subsequent suspension shall be provided in the same manner as provided in subsection (b).
- (d) *Length and timing of suspensions.* Suspensions shall generally be effective immediately upon the final administrative determination of the township pursuant to subsection (b). However, the zoning administrator shall have discretion to defer the suspension as appropriate to reasonably protect the interests of any occupant residing in the rental unit. Suspensions shall be for the following periods:
 - (1) First suspension – 3 months.
 - (2) Second suspension – 6 months.
 - (3) Third suspension – Permanent.

Section 2. Publication and Effective Date. The Township Clerk shall cause to be published a notice of adoption of this ordinance within 30 days of the date of its adoption. This ordinance shall take effect the day following its publication.

YEAS: Rudich, Wester, Babinski, Phillips, McIlwaine.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

CERTIFICATION

This is a true and complete copy of Ordinance No. 2016-01 adopted at a regular meeting of the Township of Saugatuck Board held on January 6, 2016.

William W. Wester, Township Supervisor

Brad Rudich, Township Clerk

Adopted: January 6, 2016
Published: January 14, 2016
Effective: February 5, 2016

**CITY OF SOUTH HAVEN
ALLEGAN AND VAN BUREN COUNTY, MICHIGAN**

ORDINANCE NO. 1026

**AN ORDINANCE TO ADD A NEW ARTICLE X TO CHAPTER 10 OF THE CODE OF
ORDINANCES, CITY OF SOUTH HAVEN, MICHIGAN, TO REQUIRE REGISTRATION AND
OTHERWISE REGULATE SHORT-TERM RENTALS**

The City of South Haven Ordains:

Section 1. Addition. Chapter 10, Article X, entitled "Short-Term Rentals," is added to the Code of Ordinances, City of South Haven, Michigan, and shall read in its entirety as follows:

Chapter 10, Article X. Short-Term Rentals.

Sec. 10-241. Purpose.

The City Council finds that the short-term rental of dwellings and dwelling units within the City of South Haven is a matter closely connected with the public health, safety and welfare of the community. The City Council has enacted this regulatory ordinance in an attempt to strike an appropriate balance between the interests of community residents, community business owners, visitors to the community, and real property owners wishing to engage in short-term rental of dwellings and dwelling units.

While visitors to the community who rent dwellings and dwelling units on a short-term basis bring many benefits to the community, they can simultaneously create concerns surrounding issues of traffic, parking, congestion, litter, noise, and other similar issues. Meanwhile, issues related to fire safety and life safety codes must be considered in order to maximize the safety and well-being of all in the community. This article is intended to strike the appropriate balance between competing interests.

In striking that balance, the City Council finds that residential properties are primarily situated in single-family residential neighborhoods which are significantly different in character from the mixed-use areas of the City. Residential neighborhoods and mixed-use areas have different tolerances and expectations regarding sounds, parking, congestion, privacy, entertainment, and other activities.

The City Council finds that there is decreased sensitivity to larger occupant loads within the mixed-use areas of the City, given the comparatively larger lot sizes, increased spacing between structures, louder average noise levels, and greater amounts of available parking, compared to conditions existing in single-family residential neighborhoods.

For these reasons, the City Council has determined that mixed-use areas of the City are more appropriate for higher numbers of occupants to be allowed in dwelling units during a short-term rental compared to the single-family residential neighborhoods of the City.

Sec. 10-242. Definitions.

When used in this article, the following words and phrases shall have the meanings ascribed to them in this section:

- (a) *Bedroom* – A room intended for sleeping or placement of a bed, separated from other spaces in the dwelling unit by one or more functional doors. The following spaces, which must be included in every dwelling unit, do not qualify as bedrooms: (1) kitchens; (2) dining areas; (3) gathering spaces such as family rooms, dens, or living rooms; and (4) attics or basements without egress meeting standards in applicable building, residential, and fire codes.
- (b) *Building Official* – The official defined in MCL 338.2302, who is given authority to administer and enforce adopted building, electrical, mechanical, or plumbing codes for the City of South Haven.
- (c) *City Manager* – The City Manager of the City or the City Manager's designee.
- (d) *Compensation* – Money or other consideration given in return for occupancy, possession or use of a property.

- (e) *Dwelling* – A building containing one or more dwelling units.
- (f) *Dwelling unit* – A self-contained unit within a building that is designed for human occupancy and provides complete living facilities, including permanent provisions for sleeping, eating, cooking and sanitation.
- (g) *Fire Chief* – The chief designated by the South Haven Areas Emergency Services Authority.
- (h) *Good visitor guideline materials* – Materials prepared by the City's Zoning Administrator that include: (1) a summary of the City's noise ordinance (chapter 30, article II), fireworks ordinance (section 54-167), trash disposal ordinances (chapter 30, article IV and Chapter 70), and applicable offenses against the public peace (chapter 54, article V), (2) a reminder that the rental property is located in a residential neighborhood and that neighbors may not be vacationing, and (3) a statement informing the renters that neighboring property owners may contact the local agent and local police to report any issues relating to the property.
- (i) *Local agent* – An individual designated to oversee the short-term rental of a dwelling unit in accordance with this article and to respond to calls from renters, concerned citizens, and representatives of the City. The local agent must live or maintain a physical place of business within 45 miles of the dwelling unit used for short-term rentals. A property owner who meets these criteria may be the local agent.
- (j) *Mixed use property* – A lot or parcel located within an area of the City where both multi-family residential and commercial development is permitted, as in the RM-1, R-2 and B-3 zoning districts.
- (k) *Newly constructed dwelling unit* – Any dwelling unit the initial construction of which was completed after April 18, 2016.
- (l) *Newly enlarged dwelling unit* – Any dwelling unit to which improvements made to increase the size of the dwelling unit were completed after April 18, 2016.
- (m) *Newly rented dwelling unit* – Any dwelling unit that was not used for short-term rentals for at least 15 days during the 2015 calendar year or a previous calendar year.
- (n) *Occupant* – An individual at least 24 months of age who is living in, sleeping in, or otherwise having possession of a space. An individual present in a dwelling unit during the term of a short-term rental shall be presumed to be an occupant unless circumstances clearly indicate that the individual is visiting between the hours 8:00 a.m. and 11:00 p.m. and will not stay overnight.
- (o) *Residential property* – A lot or parcel within any of the R-1 zoning districts.
- (p) *Short-term rental* – The rental of a dwelling unit for compensation for a term of 2 nights to 29 nights. However, the rental of the following facilities shall not be considered short-term rentals: (i) attached dwelling units in a multi-family dwelling condominium project, and (ii) transitional houses operated by a charitable organization, group homes such as nursing homes and adult-foster-care homes, substance-abuse rehabilitation clinics, mental-health facilities, and other similar health-care related facilities.

Sec. 10-243. Registration required.

- (a) *Registration required.* All dwelling units on mixed-use property or residential property used for short-term rentals shall be registered with the City. The short-term rental of an unregistered dwelling unit is prohibited.
- (b) *Application.* To register a dwelling unit used for short-term rentals, the property owner or agent of the owner shall:
 - (1) Provide and certify as true the following on a form provided by the City:
 - (A) Name, address, and telephone number of the local agent for the dwelling unit.
 - (B) The street address of the dwelling unit, along with other identification if more than 1 dwelling unit has the same street address.

- (C) The number of dwelling units in the building, if more than one.
 - (D) The number of bedrooms in each dwelling unit, and in the dwelling as a whole.
 - (E) The number of off-street parking spaces provided for the dwelling unit.
 - (F) The maximum number of occupants to which the applicant intends to rent the dwelling unit in any given rental period.
 - (G) The length of the typical rental period for which the applicant intends to rent the property.
 - (H) A statement certifying that each bedroom has a working smoke alarm, that there is a working carbon monoxide detector on each floor, and that the owner or local agent will check those devices at least every 90 days.
 - (I) A statement certifying that the property owner consents to inspections by the City and will make the dwelling unit available to inspections upon request.
 - (J) A statement certifying that the property owner or a local agent will provide at least one copy of the City's good visitor guideline materials to the renters each time the dwelling unit is rented.
 - (K) A statement certifying whether or not the dwelling unit was used as a short-term rental for at least 15 days during the 2015 calendar year or a previous calendar year.
 - (L) Such other information as the City deems appropriate.
- (2) Pay an administrative fee, as set by resolution of the City Council. Any owner of a dwelling unit or a local or other agent for that owner who rents a dwelling unit on a short term rental after July 15, 2016, without having registered it pursuant to this ordinance shall pay an increased fee in the amount also set by resolution of the City Council.

Sec. 10-244. Short-term rental regulations.

- (a) *Local agent required.* All dwelling units used for short-term rentals shall have a designated local agent.
- (b) *Contact information posted in window.* A notice shall be posted in a prominent first-floor window of any dwelling unit used for short-term rentals stating (in at least 16-point type) the name of the local agent, a 24-hour telephone number with which the agent can be reached, and the maximum occupancy of the dwelling unit as permitted by this ordinance.
- (c) *Street address posted within dwelling unit.* The street address of the property shall be posted in at least two prominent locations within the dwelling unit in order to assist occupants in directing emergency service personnel in the event of an emergency. The address should be posted near the kitchen and near any telephone or pool.
- (d) *Maximum occupancy.* Beginning January 1, 2017, the maximum occupancy of any dwelling unit used for short-term rentals shall be calculated as follows:
 - (1) *Maximum occupancy established.* Except as otherwise provided in subsection (d)(2) or (d)(3), the number of occupants in a dwelling unit during a short-term rental shall not exceed the lesser of: (i) 16 total occupants; or (ii) 2 occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy in the Michigan Construction Code.
 - (2) *Newly constructed, newly enlarged, and newly rented dwelling units.* For newly constructed, newly enlarged, or newly rented dwelling units on residential property, the number of occupants in a dwelling unit during a short-term rental shall not exceed the lesser of: (i) 12 total occupants; or (ii) 2 occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy in the Michigan Construction Code.

(3) *Applications for increase.* An owner or local agent may apply for permission to have the maximum occupancy of a dwelling unit on mixed use property increased above the maximum of 16 total occupants established in Section 10-244(d), to the lesser of: (i) 24 total occupants; or (ii) 2 occupants per bedroom plus 2 per finished floor. Applications for increase shall be submitted to and decided by a committee comprised of the City Manager or his or her designee, the City's Director of Public Works or his or her designee, and the Police Chief or his or her designee. Applications shall be submitted on a standard form provided by the City, and shall be accompanied by any applicable fee established by resolution of the City Council. The committee shall decide an application for increase in a public meeting with advance notice of that meeting given to owners of real property within 300 feet of the boundaries of the property for which an application for increase has been filed. The committee shall grant the application only upon determining that subsections (d)(3)(A) and (d)(3)(B) below are both satisfied:

(A) All of the following are provided:

- (i) A parking site plan allowing sufficient access for emergency vehicles.
- (ii) An automatic sprinkler system on all floors with one or more bedrooms.
- (iii) A fire alarm system.
- (iv) An interconnected smoke alarm system.
- (v) Fire-rated corridors.
- (vi) Fire-rated stairwell enclosures on all stairways providing the primary means of egress for one or more bedrooms.
- (vii) Automatic door closers and fire-rated doors on all bedrooms.
- (viii) A sufficient number of emergency exits, suitably placed in relation to the designated bedrooms, as determined in the discretion of the committee.

(B) Due to one or more of the following features or other similar features of the applicant's property, an increased maximum occupancy would not have an adverse effect on surrounding properties:

- (i) Isolation from properties used as residential dwellings.
- (ii) Size of the setbacks on the property.
- (iii) Provision of fencing or other screening from adjoining properties.
- (iv) Topography and layout of the applicant's property, or of the adjoining properties.
- (v) Other characteristics and uses of properties within the vicinity of the applicant's property.

(e) *Smoke detectors and carbon monoxide devices.* The owner or local agent of a dwelling unit used for short-term rentals shall:

- (1) Install and maintain an operational smoke detector in each bedroom, and test such smoke detectors at least every 90 days to ensure that they are properly functioning.
- (2) Install and maintain at least 1 operational approved carbon monoxide device of the type described in MCL 125.1504 on each floor, and test such devices at least every 90 days to ensure that they are operational.

(f) *Fireworks.* No fireworks shall be used on the premises of a dwelling unit registered under this ordinance when it is occupied by anyone other than the owner.

(g) *Zoning compliance.* Short-term rentals are regulated in the South Haven Zoning Ordinance, and nothing in this article shall be construed as excusing compliance with zoning requirements.

- (h) *Attics and basements.* No attic or basement can be counted for the purpose of determining the maximum number of occupants in a dwelling unit during a short-term rental, unless the property owner or local agent has given the City, in writing, consent for the City to inspect the premises to verify whether that attic or basement meets the applicable egress requirements for occupancy in the Michigan Construction Code, the Michigan Residential Code and the applicable fire codes.

Sec. 10-245. Violations; revocation of registration.

- (a) *Violations as municipal civil infractions.* Any violation of a provision of this article shall be a municipal civil infraction. Each day that a violation continues constitutes a separate violation. Notwithstanding any other provision of this Code of Ordinances, violations of this article are subject to the following fines:

- (1) *Short-term rental of unregistered dwellings.* The fine for leasing an unregistered dwelling unit in violation of subsection 10-243(1) is \$750 for a first violation and \$1,000 for each subsequent violation.
- (2) *Maximum occupancy.* The fine for exceeding the maximum occupancy in violation of subsection 10-244(d) is \$500 for a first offense and \$1,500 for each subsequent offense.
- (3) *Other provisions.* Fines for other violations of this article are as follows: \$100 for a first offense, \$500 for a second offense, and \$1,500 for each subsequent offense.

- (b) *Revocation of registration.*

- (1) *Offenses warranting revocation.* The City may revoke the rental registration for any dwelling unit which is the site of at least 3 separate incidents (occurring on 3 separate days) within a calendar year resulting in a plea of responsibility (with or without an explanation), a plea of guilty, a plea of no contest, or a court's determination of responsibility or guilt by the owner, local agent, or any renter for a violation of one or more of the following:

(A) Any provision of this article.

(B) Chapter 30, Article II of the City Code – Noise.

(C) Chapter 30, Article III of the City Code – Controlled Substances.

(D) Chapter 30, Article IV of the City Code – Unwholesome Substances (Junk, Rubbish, and Noxious Weeds).

(E) Chapter 54, Article V of the City Code – Offenses Against Public Peace.

(F) Chapter 70, Article II of the City Code – Solid Waste (Provision and Use of Trash Containers).

(G) Any violation of the Zoning Ordinance or any permit or approval issued pursuant to the Zoning Ordinance.

- (2) *Revocation Procedure.* Upon a determination by the zoning administrator that the registration of a dwelling unit is subject to revocation pursuant to subsection (b)(1), the zoning administrator shall issue a notice to the property owner and the local agent stating that the City intends to revoke the rental registration. The notice shall inform the owner and local agent of a right to a hearing to show cause as to why the registration should not be revoked, if a hearing is requested within 14 days of the service of the notice. If a hearing is timely requested, the City shall schedule the hearing before the City Manager and notify the owner and local agent in writing of a time and place for that hearing. At the hearing, the owner and local agent may present evidence that the requirements for revocation provided in subsection (b)(1) are not satisfied, or that the property owner and local agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances such as: (i) the violation was committed by a non-renter and the renter(s) attempted to prevent or halt the violation; (ii) the violation resulted from an act of God; or (iii) other circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control.

- (3) *Revocation Period and Effect.* Upon revocation of registration, a dwelling unit cannot be re-registered for a period of 1 year, and cannot be used for short-term rentals until re-registered.

Sec. 10-246. Review after implementation; public hearing required before amendment or repeal.

- (a) *Review after implementation.* Not later than November 1, 2016, the Planning Commission shall begin a review of this article to determine whether its implementation has achieved its intent and what, if any, amendments to should be made to this article.
- (b) *Public hearing required.* The City Council shall hold a public hearing before amending or repealing any provision of this article, publishing notice in a newspaper of general circulation in the City and posting notice in City Hall and on the City's website at least 15 days prior to such meeting.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect 10 days after its adoption or upon publication of the notice of adoption, whichever occurs later.

YEAS: Arnold, Gruber, Klavins, Kozlik Wall, Smith, Burr

NAYS: Schlack

ABSTAIN: None

ABSENT: None

CERTIFICATION

This true and complete copy of Ordinance No. 1026 was declared adopted at a Regular Meeting of the South Haven City Council held on May 16, 2016.

Robert Burr
Robert Burr, Mayor

Amanda Morgan
Amanda Morgan, City Clerk

Introduced: May 2, 2016
Adopted: May 16, 2016
Published: _____, 2016
Effective: _____, 2016

Hayes Township, Charlevoix Michigan

SHORT TERM RENTAL ORDINANCE

HAYES TOWNSHIP SHORT TERM RENTAL ORDINANCE

Ordinance No. 031113 of 2013

AN ORDINANCE PURSUANT ACT 246 OF THE PUBLIC ACTS OF 1945,
AS AMENDED, TO PERMIT AND REGULATE SHORT TERM RESIDENTIAL RENTA
WITHIN THE TOWNSHIP,
TO INSURE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND TO PROVIDE
PENALTIES FOR VIOLATIONS THEREOF

THE TOWNSHIP OF HAYES ORDAINS:

Section 1. Definitions As used in this Ordinance,

"Bedroom" means a separate room or space with a door, a closet and a window, used or intended to be used specifically for sleeping purposes...

"Dwelling unit" means a building or portion of a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, eating, cooking, sanitation, and a separate bedroom(s) for sleeping.

"Habitable space" means space in a structure for living, sleeping, eating or cooking. Bathrooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

"Occupancy" means the purpose for which a dwelling unit or portion thereof is utilized or occupied.

"Occupant" means any individual living or sleeping in a dwelling unit, or having possession of a space within a dwelling unit.

"Operator" or "Owner" means any person who owns or has charge, care or control of a dwelling unit which is offered for rent.

"Person" means an individual, firm, corporation, association, partnership, limited liability company, or other legal entity.

"Rent" or "Rental" means to permit, provide for, or offer possession or occupancy of dwelling unit in which the owner does not reside for a period of less than thirty (30) days to a person who is not the legal owner of record thereof, pursuant to a written unwritten lease, agreement or license.

"Short Term Rental" means any dwelling or condominium or portions thereof, in which the owner does not reside, that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty consecutive days.

"Tenant" means a person who is not the legal owner of record and who is occupying a dwelling unit pursuant to a written or unwritten rental lease, agreement or license.

Section 2. License Required.

No person shall rent or cause to be rented a dwelling unit or efficiency dwelling unit within Hayes Township for a period less than thirty (30) days without first obtaining a license from the Township Zoning Administrator pursuant to the requirements of this Ordinance.

Section 3. Application and Fee Requirements.

Section 4. Standards for Approval

1) Maximum occupancy will be based on two (2) adult people per bedroom

3) The operator shall provide ample off street parking to accommodate occupant's vehicles.

4) The appearance of the dwelling shall not conflict with the residential character of the neighborhood. The structures shall be properly maintained, and kept in good repair, in order that the use in no way detracts from the general appearance of the neighborhood. Garbage must be kept in a closed container and disposed of on a regular weekly schedule.

5) No sign shall be posted to advertise the availability of the short term residential rental unit to the public.

6) The owner shall keep on file with the Township the name and telephone number of a contact person who shall be responsible for responding to questions or concerns regarding the operation of the short-term rental. This information must be kept current. This information also shall be posted in a conspicuous location within the dwelling unit. The contact person must be available to accept telephone calls on a 24

hour basis at all times that the short-term rental is rented and occupied. The contact person must have a key to the rental unit and be able to respond to the short-term rental within sixty (60) minutes to address issues or must have arranged for another person to address issues within the same timeframe. The requirement for identifying a contact person applies to each person or entity making arrangements for renting a given short term rental. The owner shall notify neighboring dwelling units within 300 feet from the rental dwelling unit in writing that the property is a permitted short-term rental and shall provide a telephone number of the rental agency, if any, or other local contact person as required by Section 4. 6

7) The Owner or a Managing Agency or Agent or Contact shall provide the tenant or lessees of a Short-term Residential Rental with the following information prior to occupancy of the Premises and post such information in a conspicuous place within dwelling on the Premises:

(a) The name of the Contact Person, and a telephone number at which they may be reached on a twenty-four-hour basis; and

(b) Notification of the maximum number of overnight occupants permitted on the Premises pursuant to this Ordinance; and

(c) Notification of the parking standards of this Ordinance; and

(d) A copy of this Ordinance, as may be amended from time to time; and

(e) Notification that an occupant may be cited or fined by the Township, in addition to any other remedies available at law, for violating any provisions of this Ordinance.

8) All land-based recreational activities to be limited to rented premises and shall not encroach on neighboring properties.

9) Campfires in designated 'fire pit' areas away from water's edge, trees, and property lines. Fires must be attended at all times and properly extinguished after use.

10) Tenants of a property used for Short-Term Rental use shall not create a nuisance. For purposes of this subsection, a nuisance includes but is not limited to any of the following:

- a). Playing or using a radio, phonograph, compact disc player, tape player, television, musical instrument, sound amplifier, or other electronic or mechanical sound-producing device in such a manner or with such volume so as to disturb the quiet, comfort or repose of a reasonable person of normal sensitivities.
- b). Yelling, shouting, hooting, singing, or making other noise that because of its volume, frequency, or shrillness unreasonably disturbs the quiet, comfort or repose of a reasonable person of normal sensitivities.
- c). Sounding or using any horn, siren, whistle, bell or other warning device so as to unreasonably disturb the quiet, comfort or repose of another person.

Section 5. Duration of License, Re-application.

A license issued under this Ordinance shall remain in effect until the happening of one or more of the following events:

(1) The dwelling unit is physically altered in such a way that the habitable space within the unit is increased, decreased, or re-distributed among living, sleeping, eating, or cooking areas.

(2) This Ordinance is amended to alter the standards for approval contained in Section 4.

(a) If a license is no longer in effect as a result of subsection above, the operator shall re-apply for a new license following the same procedures for a new license.

(b) A Short-Term Rental Use license may not be transferred or assigned to any third party except heirs and assigns, and the license shall be void upon transfer of ownership of the property where the Short-Term Rental Use is located. Upon change of

ownership, the new owner must apply for a new Short-Term Rental Use License in order for Short-Term Rental Use activity to be authorized.

Section 6. Inspections and Conditions.

Upon written complaint, the zoning administrator may make periodic inspections of a short-term rental to ensure continuing compliance with the approval standards specified in Section 4 of this Ordinance. In addition, the zoning administrator may impose reasonable conditions on a license issued under this Ordinance which are reasonably necessary to ensure compliance with the approval standards provided in Section 4 of this Ordinance.

Section 7. Suspension or Revocation of Short Term Rental License.

Grounds for Suspension or Revocation. In addition to any other penalty authorized by law, a short term rental license may be suspended or revoked if the Zoning Administrator finds by competent, material, and substantial evidence and after written notice of the charges to the owner and an opportunity to be heard, that the licensee or his or her agents or employees has or have violated, or failed to fulfill, the requirements of this Ordinance, including the approval standards specified in Section 4 of this Ordinance. The written notice of the charges and the notice of the hearing shall be personally served on the owner or served on the owner by certified mail, restricted delivery, no less than 21 days before the hearing before the Zoning Administrator.

- 1) Upon a finding by the Zoning Administrator of a First violation within any twelve (12) month period, the short term rental license may be suspended for up to thirty (30) days and during said time the premises shall not be utilized for a short term rental.
- 2) Upon a finding by the Zoning Administrator of a Second violation within any twelve (12) month period, the short term rental license shall be suspended for thirty (30) days and during said time the premises shall not be utilized for a short term rental.
- 3) Upon a finding by the Zoning Administrator of a Third violation within any twelve (12) month period, the short term rental license shall be revoked and the owner or Managing agency or Agent who had been issued the short term rental license shall not again be issued a short term rental license for a period of twenty-four (24) months and

during said time the premises shall not be utilized for a short term rental. Appeal from denial or suspension or revocation of a short term rental license is allowed.

Section 8. Appeal.

Any applicant for short term rental license whose application was denied by the Zoning Administrator, and any licensee whose short term rental license is suspended or revoked by the Zoning Administrator, may, within ten (10) days following such decision, appeal such decision to the Zoning Board of Appeals, in which event the decision of the Zoning Administrator shall be vacated the Zoning Board of Appeals shall determine whether to affirm, reverse, or modify the decision of the Zoning Administrator in accordance with the requirements for short term rentals set forth in this section. At least fourteen (14) days prior to the Zoning Board of Appeals meeting to consider the appeal of the applicant or licensee, the Zoning Administrator or authorized designee shall send, by United States mail, certified, written notice to the applicant or licensee the time and place at which the Zoning Board of Appeals will consider the application, suspension or revocation, and the applicant or licensee shall be provided an opportunity to be heard by the Zoning Board of Appeals prior to its decision being made. All neighbors within 300 feet must also be notified by United States mail the date, time and location of the Zoning Board of Appeals meeting. The decision of the Zoning Board of Appeals shall be final. The Zoning Board of Appeals Secretary shall notify the applicant or licensee, as applicable, in writing of the decision of the Zoning Board of Appeals. If the Zoning Board of Appeals affirms the decision of the Zoning Administrator denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision to the circuit court. The decision of the Zoning Board of Appeals shall not be vacated during the pendency of any appeal to Circuit Court.

The applicant for a short term rental license has the right to seek a stay in Circuit Court.

Section 9. Prohibited Activities.

A tenant shall not violate any of the approval standards specified in Section 4 of this Ordinance.

Section 10. Nuisance.

A violation of this Ordinance is hereby declared to be a public nuisance, a nuisance per se and is hereby further declared to be offensive to the public health, safety and welfare.

Section 11. Violations.

A person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 2 of 1961, being Sections 600.101-600.9939 of Michigan Compiled Laws, and shall be subject to a fine of Five Hundred and 00/100 (\$500.00) Dollars. Each day this Ordinance is violated shall be considered a separate violation.

Section 12. Enforcement Officials.

The Zoning Administrator and other persons designated by the Township Board are hereby designated as the authorized officials to issue municipal civil infractions directing alleged violators of this Ordinance to appear in court.

Section 13. Civil Action.

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Township may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

Section 14. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 15. Effective Date

This Ordinance shall become effective thirty (30) after being published in a newspaper of general circulation within the township.

Two O' Five
205 East Lincoln
Charlevoix, MI 49720

SHORT-TERM RENTAL AGREEMENT

This Short-Term Rental (the "Agreement") is made by and between
("Homeowners") and _____

_____ ("Guest")

The parties hereby agree as follows:

PROPERTY: The Property, known as "Two O' Five" is located at 205 East Lincoln, Charlevoix, Michigan 49720. The Property is fully furnished including but not limited to a new gas range, new Refrigerator, new Dishwasher, Microwave, Coffee maker, cooking utensils, clothes washer and dryer, bed linens, household towels and BBQ Grill.

RENTAL PARTY: The Rental party shall consist of Guest and the following persons (*if Children, list ages)

TERM OF THE LEASE: The lease begins at 3:00 p.m. on
Saturday July 1 2017(Arrival Date) and ends on Saturday July 8 2017 11:00 am
(Departure Date)

RENTAL RATE AND FEES:

Rental Rate: Rental rate from the Arrival Date to the Departure Date is \$

* Taxes and Fees (Cleaning, Housekeeping etc.) are included.

Security Deposit: The Security Deposit is Five Hundred Dollars(\$500)
The Security Deposit is solely for damages to the property or other costs incurred by the Guest and shall be fully refunded within 14 days of the Departure Date provided:

* No Damage is done to the Property or its Contents, beyond normal wear and tear.

- * No bed linens, towels or other household items are damaged or missing.
- * No miscellaneous charges are incurred by the Guest with regards to Fines, etc

Reservation Deposit and Schedule: A Deposit of \$500 is due upon signing and returning the Rental Agreement to hold the Reservation.

The remaining amount of \$_____ plus the refundable Security Deposit of \$500 is due no later than 30 days from the Check-In Date (June 1st 2017)

CANCELLATION POLICY: If the Guest cancels more than 60 Days from the Arrival Date, the Reservation Deposit will be returned in full.

If the Guest cancels more than 30 days but less than 60 days from the Arrival Date, 50% of the Reservation Deposit will be returned.

If the Guest Cancels within 30 days of the Arrival date, the Homeowner will retain the full Rental Rate less the Security Deposit which will be returned within 7 days of the Cancellation.

SMOKING: Two O' Five is a Non-Smoking Property. If it is evident that Guest or Person (s) Guest have invited to the Property have smoked on the Property, not including Outdoor areas, a fee will be assessed under the Security Deposit Provision.

ACCESS: Guest shall allow Homeowners designee access to the Property for purposes of any necessary repairs that cannot be deferred until the Departure Date. (Homeowners will exercise this right in a reasonable manner with consideration for the Guest.

.DISCLAIMER & RESERVATION: The Homeowners are not responsible for any Accidents, Injuries or illness that occurs while Guests occupy the Property. The Homeowners are not responsible for the loss of Personal Items or Valuables belonging to the Guest.

By accepting this Reservation, it is agreed that the Guest, Rental Party and those invited to the Property during the Rental period are expressly assuming the risk of any harm arising from their use of the Property and Premises.

WRITTEN EXCEPTIONS: Any exceptions to the above outlined policies must be agreed upon by the Homeowner and Guest and approved in writing in advance.

Guest

Guest

**Charlevoix Multi Family Home
Charlevoix**

Rental Rules and Regulations

Rental Period- ay, May 18, 2017 to Monday, May 22, 2017

Our home is located at _____ ix, MI 49720.

1. Check-In Time is after 4 p.m. EST and Check-Out Time is 11 a.m. EST.
2. This is a NON-SMOKING Home.
3. Pets are NOT permitted.
4. We will not rent to vacationing students or singles under 25 unless accompanied by an adult guardian or parent.
5. As we are very careful to whom we rent our home to, at this time we are not requiring a pre-paid security deposit. The following is a list of expectations that we have, and in the event that there are any damages we will expect immediate reimbursement or the appropriate legal measures will be taken.
 - A. No damage is done to the home or its contents, beyond normal wear and tear.
 - B. No charges are incurred due to contraband, pets, or collection of services rendered during stay.
 - C. No towels or linens are lost. No items are taken from Lodge.
 - D. All doors are secured upon departure.
 - E. All charges accrued during the stay are paid in full prior to departure.
 - F. Renter is not evicted from lodge by owner or representative of owner or local law enforcement.
 - G. No early check-in or late check-out without prior approval.
6. An advance payment equal to \$_____ of the rental rate is required within 7 days from the date we send you this agreement. The remaining balance is due in full 30 days prior to arrival. The full rent amount must be paid in full 30 days prior to arrival or all monies are forfeited.

7. There is a \$150.00 cleaning fee that will be tacked on to your rental fee. Daily maid service is not included in the rates but is available for an additional fee. We do not allow towels or linens to be taken from the lodge.
8. The home is privately owned; the owners are not responsible for any accidents, injuries, or illness that occurs while on the premises or using the facilities. The owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

By signing below, I agree to all terms and conditions of this agreement. Furthermore, I agree to reimburse the owners for any damages that may occur, beyond normal wear and tear, during my stay. I have read and understood the cancellation policy.

Rental Period for _____
Print Name of Person Responsible

Date of Arrival _____ Date of Departure _____

Total Rental Fee including \$150.00 cleaning fee _____
TOTAL LESS DEP. BAL. DUE

Number of Tenants anticipated in home: _____ / _____
of Adults # of Children

Email Address _____

Signature _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone Numbers _____

RESERVATION CONFIRMATION & IMPORTANT INFO

THE ROUND LAKE CONDO, Bridgepark LLC



*247 BRIDGE PARK, #108
CHARLEVOIX, MI 49720*

VRBO # 409935

Guest:

Reservation Dates: July 9-16, 2017 (7 nights, 4pm check in and 11am check out)

Rental Rate: \$1995 plus \$119.70 (6% tax)

Damage Deposit: \$300 (returned in full if property is well maintained during your stay)

Cleaning Fee: \$125

\$2539.70 due ... please pay half now with remainder due May 1, 2017©

Please make check payable to
Our address is

Thank you for choosing the Round Lake Condo for your stay. We are confident that you will be pleased with the accommodations and amenities. Please sign this contract and return to us via US mail with your payment (making sure to keep an extra copy for your reference - you will need this info at check-in).

IMPORTANT INFORMATION:

General:

- Check-in time is 4:00pm.
- Please visit the Charlevoix Chamber of Commerce website for great info on the area at www.charlevoix.org or you are welcome to call/text us with questions.
- All city ordinances must be followed.
- Sorry, no pets, and no smoking.
- The unit may not exceed its capacity of 8 persons (occupants or overnight guests).
- No excessive noise allowed from the condo - 11:00 PM: QUIET HOURS BEGIN.
- There are 5 other units in this complex so please be respectful i.e. no running, yelling or storing of belongings in shared hallways.
- Use of candles, oil lamps and other open flames is prohibited inside the premises.
- Pouring grease into sinks or toilets is strictly forbidden. Please pour grease into formed aluminum foil and discard.
- Living room and master TVs are equipped with NETFLIX which offers you thousands of movies/shows.
- The unit also has WiFi internet access, washer/dryer, microwave, full sized refrigerator, dishwasher, toaster, coffee maker, pots/pans, Tupperware, silverware, etc.

- Towels/linens available include blankets, pillows/cases, sheets, dish towels/cloths, and at least 8 bath towel sets. Beach towels are not provided so please bring your own as needed.
- Doors shall be closed and locked any time renter is not on premises.
- Renters will be asked to leave if rules are not followed.

Codes:

- The code to the shared exterior door entry is 1234. If you make a mistake, press the clear button should you make a mistake and need to start over.
- To open the front door utilizing keyless entry:
 - Press the Schlage button then the right and turn door knob to the right as well and push.
- To lock the front door utilizing keyless entry:
 - Press the Schlage button to the left. Check to make sure door is locked by turning the doorknob.
- Internet passcode is 12345678.

Garage:

- Extra parking is available for your convenience – please utilize the keyless entry pad and code 1234. Extra parking is available behind the property on a first come first serve basis.
- There is a fixed garage door opener on wall in garage – ours is the one closest to the door.
- Please keep garage door closed after entering/exiting.

Air conditioning/Heat:

- Air conditioning is located on rectangular thermostat at the entry to the master suite – move switch to air which shows current temperature.
- Two circular thermostats control heat:
 - One at the entry to the master suite
 - Another inside the master suite
- In floor heating is very efficient but gradual so be patient (i.e. turn up in small increments until desired temperature is reached - turning up too quickly may cause unit to get/stay too warm).
- A third circular thermostat in the guest bedroom has no function.

Departure:

- ✓ Please leave the Condo in the same condition that you found it - any damages or issues must be reported immediately and before departure.
- ✓ Check-out time is 11:00am.
- ✓ If utilized, turn air conditioning OFF (if heat used, turn down to 60 deg F).
- ✓ Please place all bed linens and towels in laundry room.
- ✓ Lock all doors/close windows.
- ✓ Place Garbage in can (located at right stall of garage – LOOK FOR ORANGE #108 LABEL – DO NOT USE ANY OTHER GARBAGE BIN ☺).
- ✓ If all is well, your damage deposit will be returned within one week after your departure.

Renter's Signature

Print Name

Date

Please provide best address for return of damage deposit: _____

Again, please do not hesitate to contact us if you have any questions or require additional information.
Thanks for staying at the Round Lake Condo and we hope you return for another visit!

RENTAL AGREEMENT

VRBO # 409935

*THE ROUND LAKE CONDO
247 BRIDGE PARK., #108
CHARLEVOIX, MI 49720*

This rental agreement is for the property located at 247 Bridge Park, #108, Charlevoix, Michigan. It applies for 7 nights starting on July 9, (4pm) and ending on July 16, 2017 (11am). I have read the Round Lake Condo rules. I understand and agree that my damage deposit will be forfeited if any of the rules are violated. If any rule is broken, I understand that I may be asked to vacate the premises and will abide by the request. I also understand and agree that I am responsible for any damages to the property caused by myself or anyone occupying the property during my stay. The maximum number of occupants (adults/children) allowed for the unit is 8. I agree to keep the number of overnight guest within the maximum allowed.

In the event of a cancellation, the renter will not be entitled to a refund of rent monies paid unless the premises is re-rented to another renter during the same time frame. If the property is re-rented, any rent payment(s) minus a \$100.00 cancellation/processing fee will be returned to the renter within five days of a confirmed reservation.

Signed,

Renter:

_____ (please print)

_____ (signature) Date _____

Emergency Contact Phone # _____

Acknowledged by:

Landlord:

by



P.O. Box 453
CHARLEVOIX, MI 49720

TENANT RENTAL AGREEMENT AND INFORMATION SHEET
PLEASE SIGN AND RETURN WITH PAYMENT.

DATE:

RENTAL PROPERTY:

TENANT NAME:

TENANT ADDRESS:

PHONE CONTACT:

EMAIL:

DATE OF RENTAL:

RENTAL PAYMENT AMOUNT: \$
Cleaning Fee: \$
Use Tax: \$
Deposit: \$
Total: \$

NUMBER OF ADULTS: _____ CHILDREN: _____

AGREEMENT: This Rental Agreement (the "Agreement") is made by and between _____/SVR/_____ ("Homeowner") and ("Tenant") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Premises: The property being rented (the "Property") is that for which the address is indicated above as "Rental Property".
2. Term of the Lease: The lease begins at 4 PM on _____ (the Check-in Date") and ends at 10 AM on _____ (the "Checkout Date").

Initial _____

3. Occupants: The Tenant represents he/she is an adult and will be an occupant of the Property during the entire reserved period. Other occupants of the Property are limited to persons falling within the definition of "single family" in the Hayes Township Zoning ordinance. No sororities, fraternities, school or civic groups are allowed. The maximum number of occupants is limited to the number of adults and children indicated above. Occupants are limited to the number designated in this agreement. The Property is being leased for family vacation rental and not for a wedding, graduation, reception or similar event. Tenant agrees to pay an additional charge of 10% of the total rental per person per night for any additional occupants that exceed the stated number in this agreement, which includes any additional persons on premises after 11 PM. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result, they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is under 18 years old.
4. Pets: Pets are not allowed. Service animals are permitted with advance notification and approval in writing. If it is found you have a pet on the property it will be cause for immediate termination of the lease and forfeiture of the tenant's entire security deposit. Service Dogs will be allowed with a pet deposit and proper verification.
5. **No Smoking is permitted in the house or other enclosed structures (garage, enclosed porch).** If anyone smokes inside the house or other structures (including the garage or porch), then an additional \$1000.00 cleaning fee will be assessed against tenant.
6. Property owner and Seasons Vacation Rentals agree that at the time of occupancy by the tenant the property, including house, drives, landscaping and lake front area will be clean and as represented in pictures given to tenant by Realtor.
7. **SECURITY/DAMAGE DEPOSIT:** The security deposit of \$00.00 is due now. Your security deposit is fully refundable within 14 days of termination of occupancy provided that the real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside what is considered normal wear and tear, except for damages caused by forces beyond tenant's control (adverse weather, natural disasters, acts of God etc.)
8. Cleaning: Each property will be inspected, sanitized and cleaned after your departure. **You are required to leave the property in the same condition that you received it by making sure that the dishes are done and put away and the home is generally picked up and ready to be vacuumed, dusted and sanitized.** If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$40 per hour.

Initial _____

9. **Telephones:** Telephones are the sole responsibility of the tenant.
10. **Tenant's Liability:** By renting this Property, Tenant and Tenant's guest are assuming all risks and liabilities for any damage done to person or property, occasioned by the present or future condition of the premises, both latent and manifest. The Owner and Owner's agent will not be responsible for accidents or injuries to Tenant, guests or loss of money or valuables of any kind. Tenant agrees to accept liability for any damages caused to the property (other than normal wear and tear) due to fault or negligence by Tenant or Tenant's guests, including but not limited to landscaping, misuse of appliances, and/or any equipment furnished. If damages are in excess of the security deposit held, then the tenant agrees to reimburse Seasons Vacation Rentals for cost incurred to repair/replace damaged items.
11. **Hold Harmless:** By accepting this Agreement, it is expressly agreed that the Tenant and all guests are expressly assuming the risk of any harm arising from their use of the premises as well as for others whom they invite to use the premises. The Owner and his agents are not responsible for any accidents, injuries or illness that occurs while in the premises or its facilities. The Owner and his agents are not responsible for the loss of personal belongings or valuables of the Tenant or other occupants. The Owner and Owner's agent, Seasons Vacation Rentals, does not assume any liability for loss, damage or injury to tenant or other persons occupying the premises or for any of tenants or other occupant's personal property. Neither do we accept liability for an inconvenience that may arise from any temporary defects or stoppage in supply water, gas, electricity or plumbing. Nor will the Owner or Seasons Vacation Rentals accept liability for any loss of use or damage caused by weather conditions, natural disasters, acts of God or other reasons beyond its control. The tenant fully releases and discharges the Owner and Property Manager from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the tenant or other occupants, or any of their guests as a result of or in connection with, the occupancy of the premises which are not the result or fault or negligence of the property owner/property management company and tenant agrees to hold Owner and Property Manager free and harmless of any claim or suit arising there from.
12. **Sleeping Capacity/ Disturbances:** Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A. Occupancy not in compliance with the Hayes Township Zoning Ordinance or occupancy exceeding the sleeping capacity stated on the reservation confirmation. B. Using the premises for any illegal activity including but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the premises rented or to any of the neighboring properties. D. Any other acts which interfere with the neighbor's right to quiet enjoyment of their property.

Initial _____

13. Hot Tub/Sauna. No children under the age of 12 are permitted in hot tub or sauna at any time without direct adult supervision. When using the hot tub or sauna, remember there is a certain health risk associated with this facility. Hot Tub covers are for insulation purposes only and are not designed to support person or persons. They will break and you may be charged for replacement if used inappropriately. Remember when not using the hot tub; leave the cover on so the hot tub will stay warm.
14. Lake Liability: Tenant hereby acknowledges that there may be areas along the lakefront that is not suitable for walking, climbing and/or sitting (i.e. rocky or unstable ground area) and these areas may be especially unstable after rains. Tenant also acknowledges that there is an inherent risk of water injury because of the rental property's proximity to the lake and tenant will not hold owner or Seasons Vacation Rentals liable for injury or death caused by water injury. Tenant will be responsible for providing their own life jackets and/or other safety equipment needed to insure that Tenant and their guests remain safe.
15. Additional Terms and Conditions: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the Owner and Property Manager from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of their guests as a result of or in connection with, the occupancy of the premises which are not the result or fault or negligence of the property owner/property management company and agrees to hold Owner and Property Manager free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors, or assignees, the prevailing party shall be entitled to recover reasonable attorney fees and costs. The tenant and all other occupants and guest irrevocably agree that all actions or proceedings arising out of, from or related to this agreement or these terms and conditions of service or the service or in any way related to the occupancy of the premises shall be submitted to a local, state or federal court having situs within the State of Michigan. You further hereby consent and submit to the jurisdiction of any local, state or federal courts located within the State of Michigan. You further hereby consent and submit to the jurisdiction of any local, state or federal courts located within said state and hereby waive any right to transfer or change the venue of any litigation. All actions or proceedings arising out of, from or related to these terms and conditions of service or the service shall be governed and controlled by application of the laws of the state of Michigan as to interpretation, enforcement, validity, construction, effect and in all other respects.

Initial _____

16. **Payment By Check:** If the Tenant pays by check and the check is returned for insufficient funds, there will be a \$35.00 service charge. Keys will not be issued until the check has successfully cleared the bank. All checks should be made payable to Seasons Vacation Rentals. Our mailing address is located at the top of this agreement.
17. Any rental house located in Hayes Township must be aware and adhere to The Hayes Township Zoning Ordinance, Section 4.05 Low Density Residential District, allows occupancy of the subject premises only for a "single family." Family is defined as: "An individual, a collective number of individuals related by blood, marriage, adoption, or legally established relationships such as guardianship or foster care, or a collective number of unrelated individuals whose relation is of a permanent and distinct domestic character who occupy a single dwelling and live as a single nonprofit housekeeping unit with single culinary facilities. A family, however, shall not include any society, club, fraternity, sorority, association, lodge or group of individuals, whether related or not, whose association or living arrangement is temporary or resort-seasonal in character or nature."
18. **Prompt Reporting of Problems:** We cannot guarantee air conditioners, televisions, DVDs, Internet, appliances, etc. No refund or rate adjustment will be made for mechanical failures unless it renders the Property uninhabitable. In case of breakdown, we will strive to repair it as soon as possible after being notified by you of the problem. Tenant agrees to promptly report any problems to Seasons Vacation Rentals including any mechanical, electrical, plumbing or other problem. Seasons Vacation Rentals will make a reasonable effort to remedy any problems brought to its attention. Tenant waives complaint of any problem or issue that is not brought to the attention of Seasons Vacation Rentals during the period of Tenant's occupancy of the Property.
19. **Access:** Tenant shall allow access to the Property for purposes of repair and inspection. In addition, Tenant agrees that if the home is listed for sale, then it is possible that a scheduled showing of the home could occur but not more than one time in any given week each week. Residents shall be given at least 24 hours advance notice of any showing and the showings shall be scheduled at times most convenient to the Resident whenever possible.
20. **Cancellation Policy:** Either party to this agreement may terminate this agreement without penalty by email or fax notice to Tenant or Seasons Vacation Rentals, as case maybe, prior to May 1, 2016. If this Agreement is terminated in accordance with the previous sentence, the Tenant's entire security deposit shall be promptly returned; otherwise, Tenant shall pay the entire balance due no later than May 15, 2016 in accordance with wire or check instructions to be provided by Seasons Vacation Rentals.

Initial _____

21. Residents may use any existing boating related facilities (docks, tie ups, moorings) located at the premises provided that the owner shall have no liability for providing the same. It being understood that Resident shall use good judgment concerning the same and may use the same at their own risk and residents release owner and owner agent from any responsibility of liability therein.

22. Insurance: We encourage all renters to purchase their own rental and/or travelers insurance.

23. **Balance for 2016 rental season contracted prior to May 1, 2016 will be due on May 1, 2016.** The balance of all any rental payments dated after May 1, 2016 will be due **immediately for the 2016 rental season. Payment accepted will be check, cash, money order or wire.** *Credit card payments will be accepted with the agreement that a use charge will apply and be taken from the renters deposit.*

PLEASE REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT THAT YOU WOULD LIKE SHOWN TO YOUR OWN HOME. THANK YOU!

The parties agree to the terms of this Agreement as evidenced by their signatures set forth below. Tenant's signature also certifies that he/she is financially responsible for the full rental amount and for any damage that occurs to the premises during your tenancy dates.

Tenant Signature

Date

On File -
Owner

Date

On File

Date

Booking Confirmation

Dear Guest,

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay.

The property is located at:

410 Antrim
Charlevoix, MI 49720

Your confirmation is as follows:

Check-in date: _____ after 3 pm EST (No early check-in please)

Check-out date: _____ by 11 am EST

Number of adults: _____

Number of children: _____

Pets: _____

| Your security deposit of \$200 is due immediately.

Rental rate and fees are as follows:

\$ _____ per night x _____ nights = \$ _____

Security Deposit \$ _____

Sales Tax – 6% \$ _____

Less deposit \$(____200____)

TOTAL Due \$ _____

The total payment is due on or before _____, 14 days prior

Please sign and return the attached rental agreement. As soon as I receive your full payment, I will [send the key/provide instructions for entry to the property.]

Thanks, and have a great vacation!

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "*Agreement*") is made by and between _____ ("*Homeowner*") and _____ ("*Guest*") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

_____ 410 Antrim Charlevoix MI 49720 _____

The property is fully furnished and includes linens, furniture and towels.

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to 6 persons. An additional charge of \$15 per person per night for guests in addition to 4 will be assessed.

4. Term of the Lease. The lease begins at 3 p.m. on _____ (the "*Check-in Date*") and ends at 11 a.m. on _____ (the "*Checkout Date*").

5. Minimum Stay: This property requires a _____ night minimum stay. Longer minimum stays may be required during holiday periods.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..

8. Rental Rate and Fees

- a. Deposit: A security deposit of \$200 is due at least 14 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. Damage to the property or furnishings;
- ii. Dirt or other mess requiring excessive cleaning; or
- iii. Any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

- b. Rental Rate. Payment in full of the following fees shall be due within 14 days of the Check-in Date:

\$ _____ per night x _____ nights = \$ _____	
Sec Deposit	\$ 200
Sales Tax 6%	\$ _____
Less deposit	\$(200)
TOTAL Due	\$ _____

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

Policy stated on booking website

10. Insurance: We encourage all renters to purchase traveler insurance. Below are some references you may contact to purchase such insurance:

CSA Travel protection purchased through homeaway

11. Payment: Acceptable payment methods are [personal check or credit card]. If you wish to use a credit card, please provide the following information.

Please let me know and we will invoice you through an online secure service.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

[electronic or manual signature]:

.....

.....

Name (print)

Name (print):

Date:

Date:

Phone # (during stay):

Phone # (during stay):

.....

.....

Exhibit A

RENTAL RULES

[Revise as applicable for your property]

1. Smoking is NOT allowed *OR* Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 10:00p.m. – 8:00a.m.
4. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order
6. Only use appliances for their intended uses
7. Pets are NOT allowed. *OR* PETS are permitted only with prior approval and the *Pet Addendum* must be completed.
8. Parking:

PARKING – Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
10. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the house.
11. [Water and Septic: DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to 5000.]
12. Storms:

No refunds will be given for storms. [Roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.]

PET ADDENDUM

It is hereby agreed by and between _____ (*Homeowner*) and _____ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: _____ Name: _____
Color: _____ Weight: _____
Age: _____ Sex: _____

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of \$_____ per (night/week).
2. All pets must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
 - a. May not exceed XX lbs.
 - b. Must be at least X year(s) of age or older.
 - c. Must be spayed or neutered.
 - d. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
3. All pets must be leashed at all times.
4. Guest is responsible for cleaning up any/all pet refuse.
5. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
6. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
7. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
8. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
9. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on balcony, patio, or porch.
10. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign _____ Date _____

Rental Agreement Checklist

Booking Information

- ☐ Property Address
- ☐ Phone Number at Vacation Home
- ☐ # of Guests Booked
- ☐ Guests Name(s)
- ☐ Check-In Time, Date & Day of Week
- ☐ Checkout Time, Date & Day of Week
- ☐ Rate Change Provisions

Payment Instructions

- ☐ Security Deposit Amount
- ☐ Total Bill
- ☐ Cleaning Fee
- ☐ Tax Rate
- ☐ Payment Schedule Including Dates
- ☐ Balance Due Date
- ☐ Payment Methods Accepted
- ☐ Address to Mail Checks
- ☐ Returned Check Fee
- ☐ Instructions for Paying by CC
- ☐ Cancellation Policy

Credit Card Authorization

- ☐ Name on Card
- ☐ Billing Address
- ☐ Credit Card Number
- ☐ Type of Card
- ☐ Expiration Date
- ☐ Reiterate Cancellation/Refund Policy
- ☐ Signature with Date

Rental Rules

- ☐ Smoking Policy
- ☐ Pet Policy
- ☐ Rental Restrictions (Age, Noise, etc.)
- ☐ Maximum Occupancy
- ☐ Minimum Stays

Post-Stay Information

- ☐ Housekeeping Procedure
- ☐ Checkout Policy (Keys, Cleaning, etc.)
- ☐ Penalty for Late Checkout
- ☐ Deposit Refund Policy (incl. deadline)

Other

- ☐ Written Exceptions Clause (if renter wishes to alter anything outlined in rental agreement)
- ☐ Parking Information
- ☐ Inclement Weather Policy
- ☐ Use of/Access to Community Amenities
- ☐ Homeowner or Property Manager Contact Info

**CHARLEVOIX RUSTIC RETREAT
211 EAST UPRIGHT CHARLEVOIX, MICHIGAN 49720**

Charlevoix Summer Retreat is a remodeled/restored 5 Bedroom Home close to downtown Charlevoix, Michigan 49720, Charlevoix County

MICHIGAN VACATION PROPERTY DESCRIPTION

This Charlevoix Summer Retreat is a 5 bedroom 3 bath home, recently remodeled and added on to, to provide many conveniences for your rental experience. This home is located in the Belvedere section of Charlevoix which includes older homes, many of which sit on a bluff overlooking quaint and beautiful Round Lake. The home is ideally located a short walk from restaurants, a newly remodeled city marina, movies, bars, and library. The newly redeveloped marina, East Park, is home to beautiful docks, kids splash pad, performance pavilion, trout river, and picnic area.

Charlevoix Summer Retreat first floor offers a stunning new kitchen with microwave, pantry, elegant cabinets and island seating area. Off of the kitchen is a dining area with antique lighting adjoining the dining area is a living room. The first floor also includes a bedroom furnished with a queen size bed. Also provided is a laundry room with washer, dryer. A full bath is also located on the first floor. The front of the home has a large porch. The back of the house has a deck with barbeque grill. The first floor also includes a family room with vaulted ceiling and ceiling fan

Leading to the second floor from family room is a carpeted stairway to a huge master bedroom with its own master bath with tub shower combination. At the top of the stairs leading from the kitchen is a three bedrooms one with a queen size bedroom, and two with full beds. A bathroom with shower is provided for the guests to share on this floor. All of the bedrooms have ceiling fans with lights and each is delightfully decorated..

The home can provide comfortable sleeping for 8-10 people. The family room has cable tv as does the living room, and also the master bedroom upstairs. The house does have wireless internet access.

If you are bringing a boat there is a boat launch at Ferry Beach which is 5 minutes from the home.

MICHIGAN VACATION PROPERTY TYPE

2 story dwelling

PROPERTY SIZE

65 x 115 lot
2200 square foot home
5 bedrooms
3 bath

SMOKING POLICY

No smoking is allowed (No exceptions)

PET POLICY

No pets allowed (No exceptions)

AMENITIES

No smoking	Kitchen	Coffee Maker	Wireless Internet
Microwave	Pots and Pans	Dishes	Central Air with supplemental
Dishwasher	Linens	Towels	A/C in upstairs bedrooms
TV	Cable TV	Deck	
Heat	Ceiling fans	Washer/Dryer	

AMENITIES ON VACATION RENTAL PROPERTY

Barbeque Grill Porch furniture

SURROUNDINGS

Boat Launch Boat Rental Canoeing
Lake Access

NEARBY RECREATION

Golf	Hiking	Bicycling
Hunting	Shopping	Sailing
Fishing	Jet Skiing	Kayaking
Scuba Diving	Swimming	Casino
Sand Dune	Wineries	

ADDITIONAL PROPERTY INFORMATION

Charlevoix Rustic Retreat is in an ideal location to take advantage of Charlevoix the Beautiful. After parking your car you can walk to easy access to downtown Charlevoix that offers fine dining, shopping, galleries, marina which offers concerts, art fairs throughout the summer. You can even walk to Lake Michigan Beach or Ferry Beach on Lake Charlevoix. In town you can take the ferry to Beaver Island and spend the day visiting its sites. Just north of town you can take your bike to Little Traverse Bike Trail which takes you long Lake Michigan towards Petoskey. Many magnificent golf courses are in the area such as Bay Harbor, Dumanglas, Antrim Dells, Belvedere and Crooked Tree.

RATES/PAYMENT INFORMATION

Early Spring/Early Summer

March 4th, 2017-June 17th, 2017

- ***Daily \$300***
- ***Weekly \$1800***

Summer I

June 18th, 2017-July 14th, 2017

- ***Weekly \$2200***

Venetian Festival

July 15th, 2017-July 22nd, 2017

- ***Weekly \$2500***

Summer II

July 23rd, 2017-September 3rd, 2017

- ***Weekly \$2200***

Labor Day – Fall Colors

September 4th, 2017 – October 28th, 2017

- ***Weekly \$2000***
- ***Daily \$300***

Additional

50 percent deposit due with reservation, balance due 30 days prior to arrival, along with \$500 damage deposit

Payments should be sent to

*Please note rates are subject to change without notification

Address for Mailing Payments:

AVAILABILITY CALENDAR

Availability calendar can be viewed on Homeaway.com property 279997

PROPERTY ADDRESS

*Charlevoix Rustic Retreat
211 East Upright
Charlevoix, Michigan
49720*

Map this location:
on Mapquest:

RESIDENTIAL LEASE AGREEMENT

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This lease is between _____, owners, of _____, or _____ (Tenant(s)), on the terms and conditions set forth below.

1. Basic Lease Provisions. The basic lease provisions are stated forth below and further explained in the section referenced to the right of each provision:

- (a) Premises: **211 East Upright, Charlevoix, MI 49720** See §2
- (b) Term: See §3
- (c) Rate: See attachment above with rates
\$ _____
- (d) Security deposit: \$500.00 See §5
- (e) Number of occupants: _____

2. Premises. The Tenant leases from Landlord the real property as referenced in section 1(a) (the Premises), together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use.

3. Term. The term of this Lease shall be for the term beginning and ending as stated in section 1(b). References in this Lease to the term of the Lease include any renewal terms. Tenant shall receive possession on the day the term begins.

4. Rent. Tenant(s) will pay Landlord's 50 percent deposit due with the reservation. The balance is due 30 days prior to arrival, along with the \$500 damage deposit. All payments must be by cashier's check, certified check, or money order. No refunds of deposit once deposit has been made.

5. Security deposit. On the terms stated in paragraph four, Tenant deposited with Landlord a security deposit in the amount of \$500 as a security deposit to reimburse Landlord for actual damages to the rental unit or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling and to pay Landlord for all rent in arrearage or due for premature termination of this Lease by Tenant. Tenant is liable for any balances remaining unpaid after Landlord applies the security deposit to such amounts.

6. Use. Tenant shall use the Premises solely as a single-family vacation residence. No persons other than those listed in this Lease shall occupy the Premises.

Tenant agrees that neither Tenant, nor a member of Tenant's household, nor any other person under Tenant's control will unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the Premises.

7. Condition of the Premises. Tenant acknowledges that no representations about the condition of the Premises or promises to alter or to improve the Premises before or during the term of the Lease have been made except as stated in this Lease.

8. Maintenance, repairs, and damage of the Premises. Throughout the term of the Lease, Tenant shall maintain the Premises in good condition and shall allow no waste of the Premises or any utilities. Tenant shall be liable for any damage to the Premises or to Landlord's other property that is caused by the acts or omissions of Tenant or Tenant's guests. Tenant shall pay, on Landlord's demand, to replace any broken window glass on the Premises or any lost or broken keys.

9. Decorations and alterations. Tenant shall not alter or decorate the Premises without prior written consent from Landlord. Tenant shall not remove any furnishings Landlord furnishes to Tenant, drive nails into the woodwork, or use any adhesive material on the walls without prior written consent from Landlord.

10. Assignments and subleases. Tenant shall not assign this Lease or sublease any part of the Premises.

11. Interruption of services. As long as the Premises are habitable and Landlord makes any repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the Premises shall not affect this Lease, reduce the rent, or be construed as an eviction.

12. Prohibitions. Neither Tenant nor Tenant's guests shall:

- a. install any equipment or appliances;
- b. accumulate refuse on or around the Premises that might pose a health hazard to Tenant or to Tenant's neighbors;
- c. allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
- d. permit any flammable liquids or explosives to be kept on or around the Premises;
- e. permit on the Premises any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;

f. change or install any locks on the Premises or in the building where the Premises are located without written consent from Landlord;

g. bring any water beds, floor safes, or other heavy objects on the Premises;

h. bring any animals on the Premises without written consent from Landlord;

i. Smoke on the premises

j. permit any laws to be violated on the Premises.

13. Access to the Premises. Tenant shall allow Landlord and Landlord's agents reasonable access to the Premises to inspect, repair, alter, or improve the Premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law.

14. Vacation or abandonment of the Premises. If Tenant removes substantially all Tenant's property from the Premises, Landlord may immediately enter and redecorate the Premises without abatement of rent; and these acts shall not affect Tenant's obligations under this Lease. If Tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.

15. Property loss or damage. To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the Premises. Landlord recommends that Tenant obtain insurance to protect Tenant's personal property against such loss or damage.

16. Damage or destruction of the Premises. If a casualty damages the Premises to the extent that they cannot be restored to a habitable condition within 30 days, either party may terminate this Lease by giving the other party written notice within 15 days after the casualty. Landlord shall not be liable for any reasonable delay or for providing housing for Tenant during repairs.

17. Utilities. Landlord is responsible for the costs of the utilities and services for the Premises marked in section.

18. Deposit. Deposit is non refundable unless Landlord and leasee have agreed to terms.

19. Termination. When this Lease terminates, Tenant shall surrender possession of the Premises to Landlord in the condition they were in when they were delivered to Tenant, except for normal wear and tear. Tenant shall also return all keys for the Premises to Landlord at the address listed above.

20. Default and Landlord's remedies.

a. If Tenant defaults on any obligations under this Lease or misrepresents any information in the application for this Lease, Landlord may, on written notice to Tenant, terminate the Lease and enter the Premises as permitted by law; Tenant and any other occupants shall surrender the Premises to Landlord by the date stated in the notice. If Landlord terminates the Lease, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute; and rent for the rest of the term of the Lease shall immediately become due. Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord's remedies and allowed by statute shall be added to the amount of the arrearage.

b. It is a violation of this lease if Resident, a member of Resident's household, or any other person under Resident's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere on the leased premises, including the apartment or any part of the apartment building or common areas or facilities. Pursuant to Michigan law, if Resident violates this provision, Owner may serve a written demand for possession for termination of this lease, giving Resident 24 hours' notice of the lease termination and demand for possession. Resident acknowledges that an order of eviction/writ of restitution may be issued by the court immediately after the entry of a judgment for possession. Resident's initials: _____.

21. Holding over. Tenant may not continue to occupy the premises once the lease term has expired.

22. Notices. Any notices under this Lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.

23. Modifications. No modifications of this Lease shall be binding unless they are in writing and signed by Landlord and Tenant.

24. Whole agreement. This Lease sets forth the entire agreement between Landlord and Tenant. There are no verbal or written agreements that are not contained in this Lease between the parties.

25. Binding effect. This Lease shall bind and benefit the parties to the Lease and their heirs, personal representatives, successors, and permitted assigns.

26. **Severability.** If any provision of this Lease is invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the provision to persons or circumstances other than those for which it is invalid, unlawful, or unenforceable are not affected.

27. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease

28. **Effective date.** This lease is effective on the date first stated in this Lease.

29. **Vacating the premises.** The premises must be vacated by 10am on the final day of rental agreement. If premises are not vacated by 10am a \$100 fee will subtracted from the security deposit. This stipulation is to allow time for clean up of premises for new leasees

Legal Notices Required By Law

MICHIGAN SECURITY DEPOSIT ACT NOTICE

TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

Dated: _____

TENANT

LANDLORDS

/s/ _____

By: /s/ _____

By: /s/ _____

INVENTORYY CHECKLIST FOR 211 E. Upright, Charlevoix, MI 49720

Tenant: You should complete a checklist, noting the condition of the rental property, and return it to the Landlord within 7 days after obtaining possession of the rental unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Tenants.

Landlord's name and address

Security deposits deposited at

Name(s) of the Tenant(s)

Dining Room:

Large antique hutch
Dining Room antique
4-Dining Room Chairs- antique
Sewing machine antique
Side table antique
Drapes on windows in excellent condition
Blinds on windows in excellent condition
Antique ceiling light
Grandfather clock not working

Living Room :

Cherry tv center
Desk in good condition
Antique record player
Chair in fair condition
Reading light in excellent condition.
TV in fair condition
Blinds on windows in excellent condition
Antique light
Charter cable box

Kitchen :

Refrigerator in excellent condition
Microwave above stove in excellent condition
Electric stove with oven in good condition
Coffee maker
Pots and pans
Dishes
Glasses
Dishwasher
Kitchen sink, faucet and garbage disposal
Drapes on window in excellent condition
All maple cabinets installed in excellent condition
Corian counter top in excellent condition
Hanging lights above island excellent condition

Pantry :

Shelving in excellent condition

First Floor Bathroom :

Installed toilet in excellent condition
Installed sink sitting on antique dresser in excellent condition
Installed mirror above sink in good condition
Installed towel rack with hand and face towels in excellent condition
Installed one piece shower in excellent condition

Laundry room :

Washer working and in excellent condition
Dryer working and in good condition some rust on one side
White cabinet in good condition
Burgundy cabinet in good condition

Master Bedroom Second Floor Rear :

King size mattress in excellent condition
King size frame in excellent condition
Bed spread in excellent condition
Sheets and pillow cases in good condition
Night stand in good condition
Drapes on windows in excellent condition
Two picture on walls in excellent condition
Carpeting in excellent condition
Dresser in fair condition
Entertainment center in excellent condition

Master Bath :

Installed tile in excellent condition
Installed walk in tub/shower with glass doors in excellent condition
Drapes on window in excellent condition
Dresser sink combination in excellent condition
Installed toilet in excellent condition

Master walk in closet :

Clothes hanger rack new in excellent condition

Note -All floors on first level are installed oak in color in excellent condition.
Front entrance door is old with beveled glass in good condition
Installed rear entrance door is in excellent condition
Installed screen door is in fair condition

Front Porch :

Overhead light does not work
Light on table works
Wicker furniture in fair condition

Main stairs to second level old section :

Installed carpeting in fair condition
Installed old railing with white spindles in good condition
Installed hand rail on right side oak stained in good condition

Family Room :

Green couch
Two green chairs that match couch in good condition
End table with lamp in good condition
Drapes on windows in excellent condition
TV stand with 47 inch TV and remote
Installed ceiling fan with light in excellent condition

Upstairs bath :

Installed toilet in excellent condition
Installed tile shower with glass doors in excellent condition
Installed vinyl floor in good condition
Cabinet with counter top and sink and faucet in fair condition
Mirror above sink in good condition

First Bedroom next to Bath :

Full size bed with one year old mattress in good condition
Full Headboard in good condition
Newly painted dresser in good condition
Drapes above window in excellent condition
Blinds on windows in excellent condition
Bed spread on bed in excellent condition

Middle Bedroom in front of house :

Queen frame in excellent condition
Queen mattress in excellent condition
Sheet and Pillow cases in excellent condition
Bed Spread on bed in excellent condition
Night stand with lamp in excellent condition
Dresser in good condition
Drapes above window in excellent condition
Blinds on windows in excellent condition

Small Bedroom in side of house :

Full metal bed frame in excellent condition
Full mattress in excellent condition
White bed spread on bed in excellent condition
White sheet and pillow cases in excellent condition
Night stand with lamp in excellent condition

Small dresser painted in excellent condition

Note – All floors on second floor are carpet and in fair condition except for the Upstairs Bath which has vinyl.

Rear Outside Deck :

20 x 10 Deck is stained in good condition

Barbeque grill is in good condition

Table and chairs and umbrella in good condition

Exterior of House :

All new siding, soffits, trim and windows new landscaping in front portion of house.

Central air conditioner 3 years old in excellent condition.

**RECEIPT FOR INVENTORY CHECKLIST, ATTACHED PICTURES OF THE
PROPERTY, AND LEASE**

Tenant acknowledges receipt of the inventory forms, pictures of the property, and a signed copy of the Lease for the Premises located at **211 E. Upright, Charlevoix, MI 49720**. If one completed checklist is not returned to Landlord within seven days from this date, Landlord will assume that no real or personal property on the Premises is damaged or flawed in any respect.

Dated: _____

TENANT

LANDLORDS

By:

/s/ _____

