



PORT SHELDON TOWNSHIP

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

Planning Commission Meeting Agenda February 25, 2026 at 5:00 PM

1. Call to Order:
2. Roll Call:
3. Approve Minutes: January 28, 2026 PC Meeting
4. Approve Agenda:
5. Communications:
6. Zoning Administrator Updates:
7. Public Comments:
8. Old Business:
 - a. Battery Energy Storage Systems – Revised Ordinance
9. New Business:
 - a. Public Hearing - Rezoning Application for Ventra Woods Phase 2. Parcel# 70-11-01-300-020, from Commercial to R-1 Residential
 - b. Public Hearing - PUD Application for Ventura Woods Phase 2. Parcel# 70-11-01-300-020, Proposed townhomes including two 4-plex and two 6-plex units at the end of the existing Redstone development cul-de-sac
 - c. Public Hearing - Special Land Use Application for Parcel# 70-11-12-200-057, 8655 W. Olive Rd., West Olive, MI 49460, Proposed construction of Barn to store equipment/implements.
 - d. Revisions to Planning Commission Bylaws
 - e. Ordinance petition to amend sections 2.108 and 7.03 of the Port Sheldon Township zoning ordinance.
 - f. Township Ordinance Review
 1. Fence ordinance. Building permit required but it seems unnecessary. 4.37
 2. Private Streets are not required to be centered in easement. 20.04.1
 3. No private street off another private street. 20.04.3

4. Township setback requirements do not match ROW sizes of county or others. 4.27
5. Uncovered stairs, porches and decks shall meet yard requirements. 4.28

10. Adjournment:

Public Hearing procedure is on back of the agenda.



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Public Hearing Procedure

A public hearing conducted by the Planning Commission shall be run in an orderly and timely fashion. This shall be accomplished by the following procedure. This procedure may be modified at the discretion of the Chairperson based on the type and character of the hearing.

1. The Chairperson of the Planning Commission shall announce that a public hearing will be conducted on a request.
2. The Chairperson shall read the public hearing announcement as published in the newspaper and also give a brief description of the hearing subject and any history if necessary. This step may be deferred to another member of the Planning Commission.
3. The Chairperson shall announce the following hearing rules
 - a) This is a public hearing designed to receive comments on the above subject. Only comments regarding this subject will be accepted.
 - b) All persons wishing to comment shall be given an opportunity.
 - c) Any person wishing to speak shall first be recognized by the Chairperson.
 - d) This person shall, state their name and address, and make comments directly to the Chairperson.
 - e) Each person speaking shall limit their comments to three (3) minutes.
 - f) Everyone shall have an opportunity to speak before someone is allowed to speak a second time, as time permits.
 - g) If at any time during the hearing, the Chairperson feels no other relevant comments are being stated or the public is out of order, the Chairperson may close the public hearing. The Chairperson may at their discretion, terminate unreasonably repetitive, irrelevant, or lengthy comments which are nonproductive to the purpose at hand.
4. The Chairperson shall officially open the hearing and state the purpose of the hearing is to receive public input regarding the subject. If the chairperson desires to answer questions, or direct someone to answer a question, this may be done at the discretion of the Chairperson.

5. During the hearing, the Chairperson or their designee shall read any correspondence received. This can be worked in between public comments.
6. Once all public comments have been stated, the Chairperson shall close the hearing. Any voting member of the Planning Commission may initiate an action to close the hearing.



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Planning Commission Meeting Minutes January 28, 2026

Call to Order: 5:00 by Steve Grilley

Roll Call: Present: Del Petroelje, Duke DeLeeuw, Steve Grilley, Patrick Kelderhouse, Nicole Timmer, & Bill Minihollon
Absent: Lori Stump
Staff present: Ryan Capson, Andrew Moore, Cate Wil

Approve Minutes from December 3, 2025:

Motion: Patrick Kelderhouse
Support: Nicole Timmer
Motion carried 6-0 voice vote

Approve Agenda:

Motion to move item 9e ahead
Motion: Duke DeLeeuw
Support: Kelderhouse
Motion carried 6-0 via voice vote

Communications: None

Zoning Administration Updates: none

Public Comments: None

9e. New Business: Preliminary Site Development Plan Review for Ventura Woods Phase 2.

- Dave Stebbins of Redstone Land Development presented the plan to purchase an additional three acres south of their current development, including a road extension and the addition of buildings for a total of 20 more units. The plan includes removing an old cul-de-sac and creating an emergency service drive.
- Andy Moore explained the process of rezoning from commercial to R1 and then applying for a PUD, emphasizing the need for a purchase agreement or consent from the current owner. He outlined the steps involved in the PUD process, including planning commission review, public hearing, and final site plan review.

- Ryan Capson suggests scheduling a public hearing for the initial approval of the rezoning and PUD applications. proposes updating the fee schedule to include an escrow for legal and planning fees, which was agreed upon by the commission.

8. Old Business:

- a. **Battery Storage** – The commission reviewed the draft ordinance related to battery energy storage systems. Moore suggested changes related to the host community agreement, decommissioning, and performance guarantees. DeLeeuw wanted to increase the setback from 300 feet to 330 feet, add a fire department training requirement, and have the applicant list any specialized equipment that might be needed. Moore will revise the ordinance and bring it back to the PC at the next meeting.
- b. **ADU** – Discussed not making any changes to allow for ADUs at this time and to remove this item from the Agenda for next meeting.

9. New Business:

- a. Election of Officers
 - i. Motion to elect Steve Grilley as Chairman
 - a) Motion: Del Petroe
 - b) Support: DeLeeuw
 - c) Motion carried 6-0 via voice vote
 - ii. Motion to elect Patrick Kelderhouse Vice Chairman
 - a) Motion: DeLeeuw
 - b) Support: Bill Monhollon
 - c) Motion carried 6-0 via voice vote
 - iii. Motion to elect Lori Tumpala Secretary
 - a) Motion: DeLeeuw
 - b) Support: Timmer
 - c) Motion carried 6-0 via voice vote
- b. 2026 Meeting Dates
 - i. Motion to approve dates listed on insert 9b
 - a) Motion: Kelderhouse
 - b) Support: Timmer
 - c) Motion carried 6-0 via voice vote
- c. Annual Report
 - i. Motion to approve Annual Report and present to Board for review
 - a) Motion: DeLeeuw
 - b) Support: Nicole

- c) Motion carried 6-0 via voice vote
- d. Planning Commission By-law review – Discussed the need to amend the by-laws and ordinances at the next meeting.

Adjourn: Grilley adjourned the meeting at 6:43 pm.

X

Lori Stump
Secretary

DRAFT

**PORT SHELDON TOWNSHIP
OTTAWA COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PORT SHELDON TOWNSHIP ZONING ORDINANCE; TO AMEND SECTION 2.04 TO INCLUDE A DEFINITION FOR “BATTERY ENERGY STORAGE SYSTEM”; TO AMEND SECTION 3.05 TO INCLUDE BATTERY ENERGY STORAGE SYSTEMS AS A SPECIAL LAND USE IN THE INDUSTRIAL DISTRICT; TO AMEND SECTION 9.03 TO INCLUDE BATTERY ENERGY STORAGE SYSTEMS AS A SPECIAL LAND USE; AND TO AMEND ARTICLE XVIII TO INCLUDE A NEW SUBSECTION RELATED TO “BATTERY ENERGY STORAGE SYSTEMS”

PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Amendment of Section. 2.04. Section. 2.04 of the Port Sheldon Township Zoning Ordinance is amended to add the following definition in alphabetical order:

BATTERY ENERGY STORAGE SYSTEM (BESS): A system that absorbs, stores, and discharges electricity. Battery energy storage system not include Fossil fuel storage or power-to-gas storage that directly uses fossil fuel input

Section 2. Amendment of Section 9.03. Section 9.0 of the Port Sheldon Township Zoning Ordinance is amended such that of Special Land Use includes the following land use, which is inserted in alphabetical order:

- Battery Energy Storage System (BESS)

Section 3. Amendment of Section 3.05. Section 3.05 of the Port Sheldon Township Zoning Ordinance, “Table of Permitted and Special Land Uses,” is amended to include the following row, which is inserted in alphabetical order and reads as follows:

| Land Use | Zoning Districts | | | | | |
|--------------------------------------|------------------|-----|-----|---|---|----|
| | AG-1 | R-1 | LSR | C | I | OS |
| Battery Energy Storage System (BESS) | | | | | S | |

Section 4. Amendment of Article XVIII. Article XVIII (“Special Land Uses”) of the Port Sheldon Township Zoning Ordinance is amended to add a new Section 18.08, which reads in its entirety as follows, with the following existing Sections 18.08 through 18.12 renumbered commensurately as follows:

Section 18.08 Battery Energy Storage Systems (BESS)

1. Regulations and Conditions. The Planning Commission may exempt any application for a BESS with a nameplate capacity of 50 MW or greater from any requirement of the zoning ordinance in order to enable and facilitate the review of the proposed BESS by the Township in accordance with the standards of this Section.

A. Setbacks. The following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility, shall apply:

| <u>Setback Description</u> | <u>Setback Distance</u> |
|---|---|
| Occupied community buildings and dwellings on nonparticipating properties | 330 feet from the nearest point on the outer wall |
| Public road right-of-way | 100 feet measured from the nearest edge of a public road right-of-way |
| Nonparticipating properties | 100 feet measured from the nearest shared property line |
| Property owned by a public utility company | 10 feet from the nearest shared property line |
| Lake Michigan, Pigeon Lake, Pigeon River, or another navigable waterway. | 330 feet from water's edge measured at the lake's legal level or ordinary high water mark |

B. The setback provisions for nonparticipating properties in subsection (A) above may be modified by the Planning Commission if the applicant demonstrates that one or more of the following factors exist:

- 1) Erosion and/or proposed landscaping, berming, or screening on the site will provide equivalent or superior protection to adjacent property(ies).
- 2) That the proposed BESS cannot reasonably comply with the required setbacks above due to unique characteristics of the site such as the presence of wetlands, woodlands, sensitive natural areas, or other feature of the land that encumbers the placement of the BESS in conformance with the above requirements, or if the public health, safety, and welfare would still be preserved if the setbacks distances were reduced.
- 3) That the Township emergency services personnel finds that the proposed modification in setback distances will not increase hazards to adjacent properties.

C. The BESS shall comply with the version of NFPA 855 “Standard for the Installation of Stationary Energy Storage Systems” in effect on the date the site plan application is submitted or any applicable successor standard, and shall comply with the most recent fire code adopted by Port Sheldon Township.

- D. The BESS shall not generate a maximum sound in excess of 50 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute. The Planning Commission may require berms, fences, sound-absorbing paneling, or other measures be constructed to further minimize sound impacts on neighboring properties.
 - E. A company proposing to construct a BESS shall enter into a host community agreement or development agreement with Port Sheldon Township that, at a minimum, complies with the requirements of Section 227 of Act 233 of 2023, as amended. The agreement shall be acceptable to the Township Attorney and shall be fully executed prior to construction.
 - F. The Planning Commission may require reasonable measures to minimize visual impacts by preserving existing natural vegetation, requiring new vegetative screening or other appropriate measures. The Planning Commission shall determine such visual screening measures as may be required on a site specific basis pursuant to the standards for Special Land Use approval as specified in Article XVII and/or the standards for site plan review as specified in Article XIX of this Ordinance, as most applicable to the circumstances. In making this determination the Planning Commission is specifically authorized to consider whether additional visual screening measures are appropriate where a system is proposed to be located on property adjacent to a residential use and/or a residential zoning district. All screening landscaping shall be properly maintained throughout the life of the project including replacement of any dead landscaping within six months.
 - G. The Planning Commission may require the applicant to install a reasonably proportioned containment liner or pad consisting of a nonporous material at or below ground level to prevent the contamination of groundwater from potential spills or other accidents on site.
2. Site Plan Required. A site plan for an Battery Energy Storage System shall be submitted in accordance with the requirements of Chapter XIX, and, in addition to the information required for site plan approval in Section 19.04, the following information shall be provided:
- A. The planned date for the start of construction and the expected duration of construction.
 - B. A description of the BESS and its expected use.
 - C. Expected public benefits of the proposed BESS.
 - D. The expected direct impacts of the proposed BESS on the environment and natural resources and how the applicant intends to address and mitigate these impacts.
 - E. Information on the effects of the proposed BESS on public health and safety.
 - F. A statement and reasonable evidence that the proposed BESS will not commence commercial operation until it complies with applicable state and federal environmental laws, including, but not limited to, the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106, along with any additional requirements

- of the Ottawa County Water Resources Commissioner, Road Commission, or other agency having jurisdiction.
- G. Evidence of consultation, before submission of the application, with the Department of Environment, Great Lakes, and Energy and other relevant state and federal agencies before submitting the application, including, but not limited to, the Department of Natural Resources and the Department of Agriculture and Rural Development.
 - H. The soil and economic survey report under section 60303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.60303, for the county where the proposed BESS will be located.
 - I. Interconnection queue information for the applicable regional transmission organization.
 - J. If the BESS is reasonably expected to have an impact on television signals, microwave signals, agricultural global position systems, military defense radar, radio reception, or weather and doppler radio, a plan to minimize and mitigate that impact.
 - K. A stormwater assessment and a plan to minimize, mitigate and repair any drainage impacts at the expense of the applicant. The applicant shall make reasonable efforts to consult with the county drain commissioner before submitting the application and shall include evidence of those efforts in its application.
 - L. A fire response plan and an emergency response plan acceptable to the Township Fire Chief or their designee.
 - M. A decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating property to a useful condition similar to that which existed before construction, including removal of above-surface or underground facilities and infrastructure that have no ongoing purpose. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, irrevocable letter of credit, or other instrument acceptable to the Township. The amount of the financial assurance shall not be less than the estimated cost of the complete decommissioning of the energy facility, as calculated by a third party with expertise in decommissioning, hired by the applicant. The financial assurance shall be posted in its entirety prior to any construction activity occurring on the property and shall be reviewed and adjusted every five (5) years to account for inflation or other applicable factors.
3. Standards for Review and Approval. In making a decision on whether to grant a special land use permit for a proposed BESS, the Planning Commission shall consider the following:
- A. Whether the proposed BESS meets the Special Land Use Review Standards of Section 18.03.
 - B. If the host community agreement developed under Section 18.08(1)(E) provides for valuable public improvements or benefits to the Township.

- C. If the applicant has reasonably demonstrated that it will make a continued good-faith effort to maintain and provide proper care of the property where the energy facility is proposed to be located during construction and operation of the facility.
- D. If the applicant has, to the satisfaction of the Planning Commission, considered and addressed potential impacts to the environment and natural resources, including, but not limited to, sensitive habitats and waterways, wetlands and floodplains, wildlife corridors, parks, historic and cultural sites, and threatened or endangered species.
- E. Whether the facility presents an unreasonable threat to public health or safety.
- F. Whether the facility's proposed stormwater assessment plan, fire response plan, emergency response plan, decommissioning plan, and other relevant plans and information have been determined to be acceptable to the Township by individuals or departments having the jurisdiction and expertise to make such a determination.

Section 18.09 Bed and Breakfast Establishments

[unchanged]

Section 18.10 Child Care Home, Group

[unchanged]

Section 18.11 Churches

[unchanged]

Section 18.12 Construction and Contractor Years

[unchanged]

Section 4. Severability and Captions This Ordinance and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 5. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 6. Effective Date This Ordinance is ordered to take effect eight (8) days following publication of adoption in the *Holland Sentinel*, a newspaper having general circulation in the Township, under the provisions of 2006 Public Act 110, except as may be extended under the provisions of such Act.

ROLL CALL VOTE:

YES:

NO:

ABSENT/ABSTAIN:

Declared adopted on:

Mike Sabatino, Supervisor

Meredith Hemmeke, Clerk

DRAFT



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RECEIVED

FEB 02 2026

Port Sheldon Township

ZONING AMENDMENT APPLICATION (RE-ZONING)

Submit at least 28 days prior to desired meeting to:

Port Sheldon Township

16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

Name of Applicant REDSTONE LAND DEVELOPMENT, LLC Phone [REDACTED] (DAVID STEBBINS)

Mailing Address of applicant 3330 GRAND RIDGE DR, NE, GRAND RAPIDS, MI 49525

Applicants interest in property APPLICANT HAS A SIGNED PURCHASE AGREEMENT WITH THE OWNER

Name of property owner DEPIRRO ROGER-KELLEY-ROCCO Phone [REDACTED]

Permanent parcel number of property in question Part of 70-11-01-300-020

Address of property in question N/A - PARCEL IS VACANT

Current zone district classification of property Commercial (C)

Proposed zoning Residential (R1)

Size of existing and/or proposed parcel 3.07 acres

Describe the nature and effect of your request Construct residential town homes including two (2) 4-plex and two (2) 6-plex buildings. Extend public utilities and private road to accommodate.

If there has been a previous request involving a zoning change on this parcel, please state the date of filing, the nature of the request and any action taken by the planning commission.

David Stebbins 1-29-26
Signature of applicant (circle one) and date

FILING FEE \$1,200.00 (+)*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

A site plan must accompany this application. A public hearing is required. It is important that the applicant or a representative be present at the meeting when this application is considered.

WEST MICHIGAN REGIONAL VACANT LAND PURCHASE AGREEMENT

DATE 05/07/2025 (time) _____ MLS # _____
 SELLING OFFICE Five Star Real Estate Leaders BROKER LIC # _____ REALTOR® PHONE: _____
 LISTING OFFICE _____ REALTOR® PHONE: _____

1. **Effective Date:** This Agreement is effective upon the delivery of Seller's acceptance of Buyer's offer to Buyer or Buyer's Agent, or upon the delivery of Buyer's acceptance of any counteroffer to Seller or Seller's Agent, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

- Agent/Subagent of Seller Buyer's Agent Dual Agent (with written, informed consent of both Buyer and Seller)
 Transaction Coordinator

Primary Selling Agent Name: Kevin Knoll Email: _____ Lic # _____

Alternate Selling Agent Name: _____ Email: _____ Lic # _____

3. **Disclosure Statement:** Seller SHALL or SHALL NOT complete the attached Seller's Disclosure Statement for Vacant Land within three (3) days after the Effective Date. The parties agree that a Disclosure Statement for Vacant Land is not mandated by Michigan law. Nevertheless, if indicated above, Seller will complete the form voluntarily based on Seller's personal knowledge of the Property (as defined below). The Disclosure Statement is not a warranty of any kind by Seller or by any agent representing Seller in this transaction. Further, it is NOT a substitute for any inspections Buyer is advised to obtain under the Inspections Paragraph contained herein. If the Disclosure Statement is unacceptable to Buyer, for any reason, Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit by giving Seller written notice within four (4) days after Buyer's receipt of the Disclosure Statement, otherwise the right to terminate shall be deemed to have been waived.

4. **Property Description:** Buyer offers to buy the property located in the City Village Township of Port Sheldon County of Ottawa, Michigan, commonly known as (insert mailing address, (street/city/zip code): Stanton, West Olive, MI with the following legal description and parcel ID numbers: _____ PP# _____ (the "Property")

The following paragraph applies only if the Property includes unplatted land:
 Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____ of the proposed division to create the Property.

5. **Purchase Price:** Buyer offers to buy the property for the sum of \$ 170,000 one hundred seventy thousand U.S. Dollars

6. **Seller Concessions,** if any: _____

7. **Terms:** The Terms of Purchase will be as indicated by "X" below. (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

CASH: The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

NEW MORTGAGE: The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the sale price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application.



 Seller's Initials Buyer's Initials
(2025 PM EDT) (2025 PM EDT)

within _____ days after the Effective Date, not to impair Buyer's credit after the date hereof, and to accept such loan if offered. Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

SELLER FINANCING (check one of the following): LAND CONTRACT or PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, then Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, then Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.

EQUITY (check one of the following): Formal Assumption or Informal Assumption
Upon execution and delivery of Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc.

Exceptions: _____

OTHER: _____

8. **Contingencies:** Buyer's obligation to consummate this transaction (check one).

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at _____ A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement, in writing, within three (3) days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as Seller appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____

9. **Fixtures and Improvements:** All improvements and appurtenances are included in the Purchase Price, and any and all items and fixtures permanently affixed to the Property.

Exceptions: _____

10. **Assessments (choose one):**

If the Property is subject to any assessments

Seller to pay entire balance of any assessments related to the Property (regardless of any installment arrangements), except for any fees that are required for future connection to public utilities OR

Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

11. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

No proration (Choose one).

Buyer Seller will pay taxes billed summer _____ (year);

Buyer Seller will pay taxes billed winter _____ (year).

Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): advance arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal

Stanton, West Olive, MI 05/07/2025
Subject Property Address/Description Date Time
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| | | |
|---|---|-------------------|
|  | | Buyer's Initials |
|  |  | Seller's Initials |

year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available the appropriate local assessor's office. Buyer acknowledges and agrees that property taxes for the Property may be higher than the amount of current property taxes. Under Michigan law, real property tax obligations can change significantly when property is transferred.

12. **Sidewalk Inspection:** If Property is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Property will be in compliance with any applicable sidewalk ordinance as of the closing date.
13. **Inspections:** By signing this Agreement, Buyer is representing that Buyer is aware that professional services are commercially available at a fee by expert(s) selected by Buyer.

NO INSPECTIONS. Buyer elects to waive any and all inspections and agrees to accept the Property in "as-is" condition.

INSPECTIONS. Buyer has elected to arrange and pay for the following services/investigations, which shall include, but not be limited to: soil suitability for intended use zoning classification availability of utilities availability of building or driveway permits existence of wetlands tax classification contents of applicable restrictive covenants and building codes general suitability for Buyer's intended use any existing well/septic flood zone Other (specify): Phase One, wetlands evaluation

Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit if the due diligence results are not acceptable to Buyer by giving Seller written notice within 180 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived.

During this period, Buyer, Buyer's agents and representatives shall have reasonable access to the Property to conduct such investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any liability or claim arising from or in any way connected with any such inspections, including all costs and reasonable attorney's fees. To the extent the Property is damaged due to any of Buyer's investigations, Buyer agrees to restore the Property to its original condition.

By closing this transaction, Buyer agrees to accept the Property in "as-is" condition and "with all faults."

Exceptions: Buyer to have a 90 day extension if needed.

14. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An expanded coverage ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within ten (10) days after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a standard ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or, by written notice to Buyer, accept Buyer's proposal. If Seller fails to respond or fails to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms. Exceptions:

Title policy to be issued by AD Developers Title Agency

15. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon.

Buyer or Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

No Survey. Buyer has waived all rights under this paragraph.




When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions: _____

16. **Prorations:** Rents, leases or interest on any existing land contract, mortgage or lien assumed by Buyer and other items normally prorated in real estate transactions, shall be adjusted to the date of closing. All rental security deposits shall be paid to Buyer at closing. Crop shares or land rents shall be prorated on a calendar year basis unless otherwise agreed to above. Growing crops or land prepared for crops shall not be ruined without permission from a compensation to owner of crops.

17. **Loss/Damage to Property:** If between the Effective Date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the notice, and Buyer shall receive a refund of Buyer's Earnest Money Deposit. If neither party elects to terminate this Agreement, then the parties



Stanton, West Olive, MI 05/07/2025
Subject Property Address/Description Date Time
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| | | |
|---|---|-------------------|
|  | | Buyer's Initials |
|  |  | Seller's Initials |

shall proceed to close, in which case there shall be no reduction in the Purchase Price and at closing Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award

18. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 11/07/2025. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their share of any title company closing fee, if applicable, except in the case of VA financing where Seller will pay the entire closing fee.
Exceptions: Buyer to have a 90 day extension if needed to accommodate the township's requirements.
19. **Possession:** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and funds have been received by the escrow agent. Seller shall deliver a written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease, as well as a notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer and Buyer agrees to assume all obligations under any such lease
Exceptions: _____
20. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$ 5,000 shall be submitted to AO developers title agency (insert name of broker, title company, other), within 72 hours of the Effective Date of this Agreement, and shall be applied against Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit shall be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition, if either Buyer or Seller objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer or Seller. In the event of litigation involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
21. **Professional Advice:** Broker advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
22. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by Multiple Listing Service in the ordinary course of its business.
23. **Other Provisions:**
Brokerage fee to be 3% of sales price payable by seller to Five Star Real Estate LLC. See enclosed property sketch of 3.08 acres.
24. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
25. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement and any amendments or addendums related to this transaction transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
26. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT REPLY** until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

Stanton, West Olive, MI 05/07/2025
Subject Property Address/Description Date Time
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| | | |
|---|---|-------------------|
|  |  | Buyer's Initials |
|  |  | Seller's Initials |

PORT SHELDON TOWNSHIP

Receipt: 130074498

02/12/26

16201 PORT SHELDON ST
WEST OLIVE MI 49460

Cashier: CATE
Received Of: REDSTONE LAND DEVELOPMENT

616-399-6121

The sum of: 1,200.00

| | | | |
|------|------------------------------|-------|----------|
| SITE | REZONING APP 70-11-01-300-02 | | 1,200.00 |
| | | Total | 1,200.00 |

CHECK 231 1,200.00

Signed: _____



PORT SHELDON TOWNSHIP

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

RECEIVED

JAN 07 2026

Port Sheldon Township

PUD APPLICATION

Submit at least 28 days prior to desired meeting to:
Port Sheldon Township
16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

Name of Applicant REDSTONE LAND DEVELOPMENT Phone # [REDACTED] (DAVID STEBBINS)

Mailing Address of Applicant 3330 GRAND RIDGE DR, NE

Name of Owner (if different) DEPIRRO ROGER-KELLEY-ROCCO

Owner mailing address and phone number _____

Email addresses [REDACTED] (Redstone) [REDACTED] (Owner)

Parcel number of subject property Part of 70-11-01-300-020

Address of subject property _____

Current zone district of subject property Commercial (C)

Applicants interest in property Purchase Agreement

Present use of site: property and or structure Vacant aside from existing pond

Proposed use of site: property and or structure multi-family

Size of existing and or proposed structure and parcel 3.07 acres

Description of existing or proposed structure Proposed townhomes including two (2) 4-plex
and two (2) 6-plex buildings

Describe the nature of your request Extend existing private road and public utilities, construct storm water management features, buildings, related sidewalks and parking.

If there has been a previous request involving this PUD, please state the date of filing, the nature of the request and disposition of same _____

Ventura Woods Phase 1 PUD was approved in 2023. The proposed project will be an extension of the approved PUD.



Signature of Applicant Owner/Agent (circle one) and date

FILING FEE \$1,500.00 (each board+)*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

THIS APPLICATION MUST BE ACCOMPANIED BY A SITE PLAN.



TRANSMITTAL

TO: Port Sheldon Township
16201 Port Sheldon Street
West Olive, MI 49460

DATE: January 1, 2026

PROJECT: #220169.02
Ventura Woods II

ATTN: Ryan Capson

WE ARE TRANSMITTING

HEREWITH

UNDER SEPARATE COVER

ISSUED FOR:

REVIEW and COMMENT
 CONSTRUCTION

APPROVAL
 FILE/USE

INFORMATION
 SIGNATURE

REMARKS:

COPIES TO:

BY: Zachary S. Voogt, P.E.

PORT SHELDON TOWNSHIP

Receipt: 130073424

01/08/26

16201 PORT SHELDON ST
WEST OLIVE MI 49460

Cashier: CATE

Received Of: **REDSTONE LAND DEVELOPMENT**

616-399-6121

The sum of: **1,500.00**

| | | | |
|-------|-------------------------|-------|-----------------|
| SPUSE | PUD APPLICATION VENTURA | | 1,500.00 |
| | | Total | 1,500.00 |

CHECK 18573 1,500.00

Signed: _____



PORT SHELDON TOWNSHIP

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

RECEIVED

JAN 22 2026

Port Sheldon Township

SPECIAL LAND USE APPLICATION

Submit at least 28 days prior to desired meeting to:

Port Sheldon Township

16201 Port Sheldon Street, West Olive, MI 49460 616-399-6121

TO THE PLANNING COMMISSION C/O ZONING ADMINISTRATOR. Application is hereby made pursuant to the provisions of the Zoning Ordinance:

Name of Applicant Brian Lubbers Phone [REDACTED]
Mailing address of applicant 8655 W Olive Rd., West Olive, MI 49460
Address of subject property 8655 W Olive Rd., West Olive, MI 49460
Parcel number of subject property 70-11-12-200-057 Zoning Ag
Applicant's interest in property Owner
Name of owner Brian Lubbers Phone [REDACTED]
Address of owner 8655 W Olive Rd., West Olive, MI 49460
Present use of structure/property Barn/House
Proposed use of structure/property Storage Building/Farming
Size of existing/proposed structure 3400 sq. ft. w/ Porches/11600 sq ft.
Description of existing/proposed structure Storage/Storage Storage
Describe the nature of your request Barn to store equipment/
implements

If there has been a previous request involving this structure/property, state date, character and outcome of request _____

[Signature]
Signature of Applicant/owner/agent (circle one) and date

FILING FEE \$1000.00*

*(Plus) fees for required engineering, planning or legal fees incurred by the township to offset township expenses. Applicant billed for any additional expenses. The township Supervisor would have the option of requiring an escrow account if deemed necessary. The applicant can appeal to the township board the plus fees that could be changed or waived by majority vote.

A SITE PLAN AND BUILDING PLANS MUST BE SUBMITTED WITH THIS APPLICATION

PORT SHELDON TOWNSHIP

Receipt: 130073674

01/22/26

16201 PORT SHELDON ST
WEST OLIVE MI 49460

Cashier: CATE

Received Of: **BRIAN LUBBERS**

616-399-6121

The sum of: **1,000.00**

| | | | |
|-------|-----------------------------|-------|-----------------|
| SPUSE | SLU APPLICATION 70111220005 | | 1,000.00 |
| | | Total | 1,000.00 |

CHECK 1068 1,000.00

Signed: _____

TOWNSHIP OF PORT SHELDON
COUNTY OF OTTAWA, MICHIGAN
TOWNSHIP PLANNING COMMISSION

BYLAWS AND RULES OF PROCEDURE

Section 1. Authority.

These Port Sheldon Township Planning Commission (Commission) Bylaws and Rules of Procedure are adopted in accordance with the Michigan Zoning Enabling Act and the Michigan Planning Enabling Act.

Section 2. Requirements of Membership.

- 1) Bylaws and Rules. Members shall comply with these Bylaws and Rules of Procedure.
- 2) Attendance. Members shall attend meetings of the Commission. If any member is unable to attend a regular or special meeting, the member shall attempt to notify the secretary or Township staff prior to the meeting.
- 3) Participation. Members shall give their best efforts toward participation at Commission meetings. Members are expected to review any written materials submitted to the members prior to a meeting and to be prepared for each meeting.
- 4) Education and Training. Members are encouraged to use opportunities for education and training regarding Township planning and zoning. New members, in particular, are encouraged to attend at least one training workshop or seminar within one year of their appointment.

Section 3. Duties and Responsibilities.

The members of the Commission shall have the following principal duties and responsibilities, among others:

- 1) To consider and recommend the adoption of the Zoning Ordinance and amendments in the Zoning Ordinance.
- 2) To prepare, consider and approve the Township Master Plan.
- 3) To consider, no less frequently than every five years, whether a revision of the Master Plan or updated amendments in the Master Plan are needed; to prepare, consider and approve any such revisions or amendments.
- 4) To consider and approve zoning applications and requests assigned to the Commission under the terms of the Zoning Ordinance, including special land uses and other types of land use approval.
- 5) To make an annual written report to the Township Board concerning its zoning and planning activities during the previous year and including, if desired, recommendations on zoning and planning changes and amendments.
- 6) To promote public understanding of and interest in the Township Master Plan and the Zoning Ordinance.

- 7) To review and determine whether to approve proposed public improvement projects; to review and recommend a proposed capital improvement plan, if requested.
- 8) To review and make recommendations on proposed platted subdivisions and condominiums and site condominiums.
- 9) To carry out other duties and responsibilities provided by law or as requested or directed by the Port Sheldon Township Board.

Section 4. Conflicts of Interest. All members of the Commission shall avoid situations which involve a conflict of interest.

- 1) A conflict of interest includes, but is not necessarily limited to, the participation in the review, hearing, deliberation or voting on an application or request for the Commission's decision in the following circumstances:
 - a. The application or request involves or concerns the Commissioner or the Commissioner's immediate family.
 - b. Where the land which is the subject of the application or request:
 - i. is owned by the Commissioner, or
 - ii. is adjacent to land owned by the Commissioner.
 - c. The application or request involves or concerns a corporation, company, partnership, or any other entity in which the Commissioner is an owner, part-owner, or has any other relationship where the Commissioner may stand to have a financial gain or loss.
 - d. The application or request would result in a direct monetary benefit to the Commission member.
 - e. Where a Commissioner's employer or employee is the person making the application or request, or is a person having a direct interest in the outcome.
 - f. The Commission member has provided private consultation services, or similar services, for the development of property in the Township and the client is the applicant.
- 2) Remedies. When a conflict of interest exists, the affected Commission member shall do all of the following:
 - a. Declare a conflict of interest prior to any discussion on the matter, stating the nature of the conflict.
 - b. In the case of an apparent conflict of interest, the Planning Commission may by majority vote of those present and voting declare a conflict of interest on the part of a Commission member. The member who has the apparent conflict shall not vote on the question of whether to declare a conflict of interest. If the vote of the voting Commission members results in a declaration of a conflict of interest, the member having the conflict shall not participate in or vote upon the matter at issue.
 - b. Abstain from participating in the matter, as a member of the Commission, unless otherwise allowed by Michigan law.
 - c. The affected Commissioner should not make any presentations to the Commission as a representative for the applicant. However, the member may comment during any public

comment period consistent with constitutionally protected rights to participate and be heard.

Section 5. Meetings.

- 1) Schedule of Meetings. Regular meetings of the Commission shall be held once a month on a day and at a time to be determined by the Commission at its first meeting of the calendar year; provided, however, that a meeting need not be convened if pending matters do not warrant a meeting. The Commission shall hold at least four meetings each year.
- 2) Special Meetings. A special meeting may be called by the chairperson or any two Commission members, upon written request to the secretary. In the event of such request, the secretary shall notify the members of the special meeting at least forty-eight hours in advance, unless the members agree that lesser notice shall be sufficient.
- 3) Meetings to be Public. All meetings of the Commission shall be public meetings, held in compliance with the provisions of the Open Meetings Act.
- 4) Notices. Notices of public hearings of the Commission shall be prepared, published and mailed in compliance with the applicable provisions of the Zoning Enabling Act and the Planning Enabling Act.
- 5) Quorum. A quorum for the conducting of business shall consist of a majority of the total number of current members of the Commission. If a quorum is not present, no official action may be taken, though the members present may discuss relevant planning and zoning matters if they desire to do so.
- 6) Agenda. A written agenda shall be prepared for each regular meeting. The proposed agenda shall be approved by majority vote of the Commission members at the beginning of each meeting. The order of business shall generally be as follows:
 - a. Call to order
 - b. Roll Call
 - c. Approval of Agenda
 - d. Approval of minutes of previous meeting
 - e. Public Hearing
 - f. Private Road Applications
 - g. Communications
 - h. Unfinished Business
 - i. New Business
 - j. Public Comments
 - k. Adjournment.
- 7) Inclusion of Matters in Agenda.
 - a. An application for zoning ordinance amendment, special land use, rezoning of lands or other action by the Planning Commission shall be submitted to the Township office as per Township policy. If an application is not submitted in sufficient time, it will be scheduled

for a subsequent meeting. No application shall be scheduled for consideration until it is complete.

- b. A written agenda for each meeting, together with any supporting materials and other information, shall be mailed to each member prior to the meeting.

Section 6. Public Hearings.

- 1) Public hearings shall be conducted by the Commission whenever required by law or Township ordinance.
- 2) Procedures. Public hearings shall generally proceed as follows:
 - a. The chairperson declares the public hearing open and states its purpose.
 - b. The chairperson states that public notice of the meeting has been properly published and mailed, or requests that the Commission secretary read the public hearing notice aloud.
 - d. The chairperson, or at the chairperson's request, the Township Planner and/or Township staff, briefly summarizes the matter which is the subject of the public hearing and provide comments on the matter.
 - c. The applicant or the applicant's representative presents the matter being applied for, including oral comments and written material.
 - e. Members of the Commission may ask questions or make comments concerning the application.
 - f. The chairperson invites members of the public to comment or to make presentations. All persons commenting shall state their names and addresses for the record. Persons commenting shall address the chairperson only. The chairperson may refer questions to the applicant or other persons present. Members of the public shall limit their comments to the subject of the hearing. All comments shall be given in a courteous manner and all persons shall refrain from offensive or disrespectful remarks. A reasonable time limit may be imposed on each speaker.
 - g. The chairman, secretary, planner or staff person shall read any correspondence, documents or communications received related to the public hearing.
 - h. The chairperson declares the public hearing closed.
 - i. The chairperson then refers the matter to Commission members for discussion.
 - j. After reasonable discussion, the chairperson may inquire if any member desires to make a motion on the application. Any such motion may include an approval of the application, a denial, an approval with conditions (in the case of matters as to which conditions are permitted) or a postponing or tabling of all or any part of the application. Members may take final action on a matter at the same meeting at which the public hearing is held if the members desire to do so, but in their discretion, any matter may be tabled or postponed to a subsequent meeting, for further information, additional investigation or if members desire to consider the matter over a longer period of time.
- 3) Rules of Order. All meetings of the Commission shall be conducted in accordance with generally-accepted parliamentary procedure, unless these Bylaws and Rules of Procedure provide otherwise.

Section 7. Voting.

- 1) All members of the Commission shall vote on all matters to be voted upon, except in the case of a conflict of interest.
- 2) Voting shall ordinarily be by voice vote; provided, however, that a roll call vote shall be taken if called for by the chairperson or if requested by any member.
- 3) A master plan or a revision of, or amendment in a master plan shall be approved by affirmative majority vote of the members of the Commission.
- 4) A zoning ordinance or an amendment in the zoning ordinance, including an amendment in the zoning map, shall be approved and recommended by an affirmative majority vote of the members of the Commission.
- 5) Except as otherwise stated in this section, in the Township Zoning Ordinance, or provided by law, an affirmative vote of a majority of the Planning Commission members present and voting shall be required for the approval of any motion, resolution or other action or decision.

Section 8. Minutes.

- 1) Minutes of Commission meetings shall be prepared by the recording secretary or secretary and, after approval, shall be signed by the Commission secretary.
- 2) The minutes shall contain a brief synopsis of the meeting, including a statement of all motions, who moved and who seconded, the reasons given and the outcome, with roll call votes thereon recorded. The minutes shall list the Commission members in attendance and those who are absent.
- 3) Tentative minutes shall be available for public examination in the Township office not more than eight days after the meeting. Approved minutes shall be available for public examination in the Township office not more than five days after the meeting at which they are approved.
- 4) The recording secretary or other authorized Township employee shall maintain copies of all minutes, and shall forward copies of all approved minutes to the Township Clerk, for retention in the Township office. Approved meeting minutes shall serve as the official record of Commission meetings.

Section 9. Officers.

- 1) Officers of the Commission. The officers of the Commission shall be the chairperson, the vice-chairperson and the secretary. The officers shall be elected by affirmative majority vote of the Commission members present and voting. The Commission may by majority vote establish other officers in its discretion.
- 2) Term and Election. The term of office of each officer shall be one year and until the officer's successor is elected and qualifies. Officers shall be elected at the first meeting of the calendar year or at the earliest convenient meeting thereafter. The Township Board member of the Commission shall not be eligible to serve as chairperson of the Commission.
- 3) Chairperson. The chairperson shall preside at meetings of the Commission. The chairperson shall nominate persons to serve on committees or advisory committees, subject to confirmation by majority vote of the Commission members present and voting.
- 4) Vice-Chairperson. The vice-chairperson shall preside at meetings of the Commission in the absence of the chairperson. If for any reason the chairperson is unable to discharge the duties

of the office, the duties of the chairperson shall be carried out by the vice chairperson, for the period during which the chairperson is unable to discharge such duties. If the office of chairperson becomes vacant, the vice-chairperson shall serve in that capacity until a new chairperson is elected.

- 5) Secretary. The secretary shall sign the minutes prepared by the recording secretary, after the minutes are approved by the Commission.
- 6) Township Board Representative. The Township Board representative shall present the recommendations of the Commission as required by the Zoning Ordinance, the Land Subdivision and Utility Extension Ordinance and other ordinances, the Michigan Zoning Enabling Act, and the Michigan Planning Act to the Township Board prior to its consideration of the subject request. The Township Board representative shall also be the liaison with the Township Board to provide updates or reports of actions by the Commission as may be directed by the Commission or otherwise appropriate; and, in turn, to convey to the Commission any requests, directions, or questions of the Township Board.
- 7) Zoning Board of Appeals Representative. The Commission's representative to the Zoning Board of Appeals ("ZBA") shall report the actions of the ZBA relating to the Commission and shall update the ZBA on actions by the commission that relate to the functions and duties of the ZBA.


Section 10. Annual Report.

- 1) The Commission shall prepare and submit to the Township Board an annual written report concerning the Commission's operations during the preceding year and the current status of its planning and zoning activities, including, if desired, recommendations concerning actions by the Township Board related to planning and zoning within the Township.
- 2) The annual report to the Township Board shall be prepared and submitted after the last Commission meeting of the calendar year applicable to the annual report, or as soon thereafter as practicable.

Section 11. Amendments.

- 1) These Bylaws and Rules of Procedure may be amended by concurring vote of a majority of the Commission members present at a public meeting.
- 2) If amendment in these Bylaws and Rules of Procedure is proposed, it shall be submitted in writing by mail or personal delivery to all members of the Commission at least three days before the meeting at which the amendment is to be introduced.

THESE BYLAWS AND RULES OF PROCEDURE WERE ADOPTED BY THE PORT SHELDON TOWNSHIP PLANNING COMMISSION ON FEBRUARY 24, 2010.


Secretary

**PETITION TO AMEND SECTIONS 2.108 AND 7.03 OF
THE PORT SHELDON TOWNSHIP ZONING ORDINANCE
TO ALLOW PERSONAL AND COMMERCIAL STORAGE SUITES AS A SPECIAL
LAND USE IN THE COMMERCIAL ZONE DISTRICT**

Pursuant to Section 21.09 of the Port Sheldon Township Zoning Ordinance (“Ordinance”), Ryan Stygstra, as Member of Signature Home Rentals, LLC (“**Petitioner**”), hereby Petitions the Port Sheldon Township Planning Commission to amend Ordinance Sections 2.18 and 7.03 to allow Personal and Commercial Storage Suites as a Special Land Use in the Commercial Zone District. Petitioner owns the real property located in Port Sheldon Township at 6343 Butternut Drive, West Olive, Michigan 49460, and is interested in the Petition as the proposed ordinance change would allow him to offer for sale these types of Units on the property he is developing.

1. The Problem with the Existing Ordinance.

In recent years there has been increased demand for storage buildings used for personal use, for things such as storing boats and cars. These have been commonly referred to as “toy barns” or “hobby barns”. Currently, this used is not specifically recognized in Port Sheldon Township Zoning Ordinance. Petitioner is aware of multiple buildings in the Township being used for this purpose, however. Given the existing demand, and the pre-existing uses of these types of buildings, Petitioner is requesting that these types of uses be allowed as a Special Use under your zoning ordinance.

2. Proposed Amendment.

To allow for these types of uses, Petitioner proposes adding a definition for “Personal and Commercial Storage Suites” under Section 2.18 of the Zoning Ordinance which would provide

as follows:

PERSONAL AND COMMERCIAL STORAGE SUITES. A building or group of buildings that contain individual storage warehouse suites for personal or business purposes. Suites may include accessory office and bathroom facilities. Suites may be rented, or owned individually if part of a condominium project

In addition, Section 7.03 would be amended to then list “Personal and Commercial Storage Suites” as allowed as a Special Land Use. By allowing this type of use as a Special Land Use, the potential user would still need to come before the Planning Commission for review and approval to make sure that the proposed use is compatible with the area.

Dated: February __, 2026

PETITIONER:

Ryan Stygstra, Member of Signature Home Rentals, LLC