

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, AUGUST 24, 2015

WORK SESSION –6:00 P.M.

1. Joint Meeting of the DDA Board and Township Board (TIF Plan Update)
2. Discussion of Development of Township Facebook Account

REGULAR MEETING – 7:00 P.M.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. APPROVAL OF MEETING AGENDA
- V. CONSENT AGENDA
 1. Approve August 10, 2015 Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$147,537.58 (*A/P checks of \$59,466.75 and payroll of \$88,070.83*)
 3. Reappointment of John Helder, Jim Loftis and Craig Seaver to the DDA Board for a term ending August 31, 2018.
 4. Appointment of Bill Cousins to the Planning Commission for a term ending August 1, 2018.
 5. Appointment of Brock Hesselsweet to the Construction Board of Appeals Committee for a term ending November 30, 2016.
 6. Approve OCRC Project Estimate Agreement for the Groesbeck Special Assessment District Paving Project (\$83,475)
 7. Authorize Bid Documents for Additional Parking at Hofma Park
- VI. PUBLIC HEARING – Dangerous Building (*Parcel 70-03-32-131-021*)
- VII. OLD BUSINESS
 1. Discussion/Decision Regarding Dangerous Building (*Parcel 70-03-32-131-021*)
 2. Resolution 15-08-05 – Approve Amendment to Ottawa County Solid Waste Management Plan
- VIII. NEW BUSINESS
 1. Discussion – Parks Rules Amendment
 2. Resolution 15-08-06 – Approve Amendment to Building Fees (*Re-Roofing and Re-Siding*)
- IX. REPORTS AND CORRESPONDENCE
 1. Correspondence
 2. Committee Reports
 3. Manager’s Report
 - a. July Legal Review
 - b. July Sheriff’s Report
 - c. July DPW Report
 4. Others

X. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY
(LIMITED TO THREE MINUTES, PLEASE.)

XI. ADJOURNMENT

NOTE: The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. The supervisor will initiate comment time.



GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

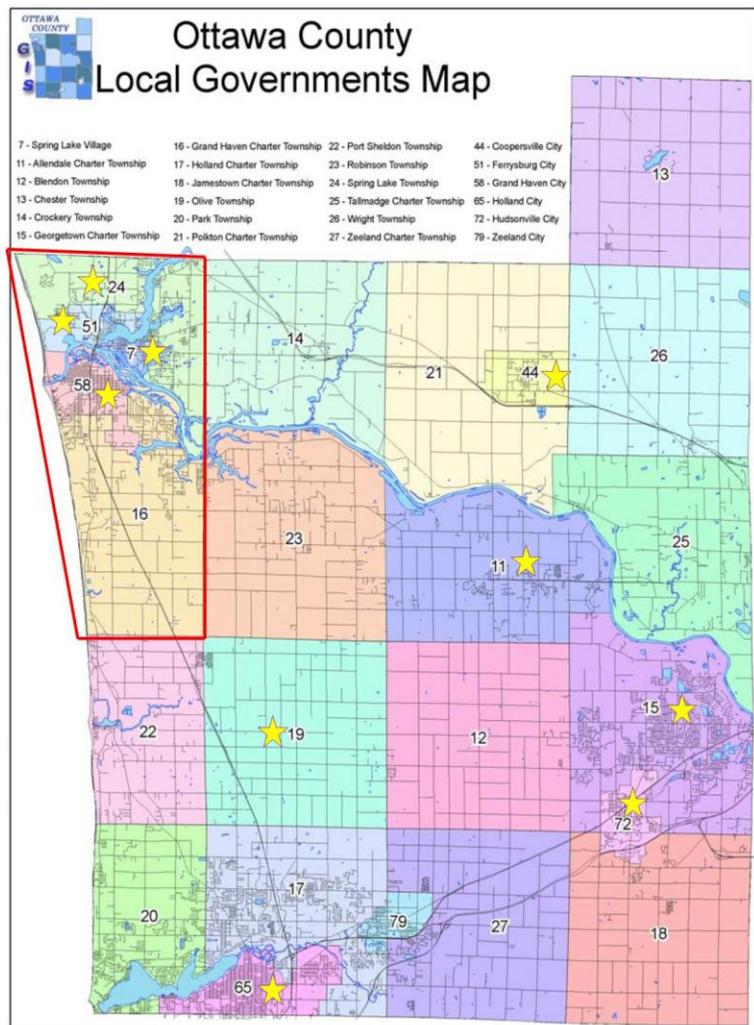
DATE: May 27, 2015
TO: Township Board
FROM: Proksa & Fedewa
RE: Creation of a GHT Facebook Page

OVERVIEW

The use of Government Organization Facebook Pages continues to become a popular tool used by local governments. This tool increases transparency and improves communication. Staff proposes the Township Board consider creating a GHT Facebook Page.

40% of Ottawa County local governments have a Facebook Page. GHT is the only local unit in NW Ottawa County that does not have a Facebook Page.

Research centers have released polling results that reveal **71% of online adults use Facebook**. As you recall from the Strategic Plan presentation, the population increases for GHT are in the 45+ age groups, 40% of residents hold at least a bachelors degree, and the housing market is mostly suburban.



CATEGORY	FACEBOOK
% Using Internet	71 %
Age 18 – 29	87 %
Age 30 – 49	73 %
Age 50 – 64	63 %
Age 65+	56 %
Urban	75 %
Suburban	69 %
Rural	71 %
≤ High School	77 %
Some College	69 %
College +	72 %

Source: Pew Research Center



DESIRED OUTCOMES

1. Improve **transparency**
2. Enrich customer service
3. Build **trust**
4. Expand avenues of communication
5. Community **Engagement** tool (*i.e., pathway expansion, 40 acre MNRTF acquisition, and the Witteveen Trust property*)
6. Attract job seekers
7. Promote GHT assets (*i.e., parks, pathways, agritourism, tourism*)
8. Enhance **collaboration** with regional partners (*i.e., NOCH, Harbor Transit*)

A meme (MEEM) is an idea or an image that is spread from person to person within a culture.



ACHIEVE STRATEGIC PLAN OBJECTIVES

An excerpt from the 2015 – 2018 Strategic Plan draft states, “the Mission of GHT is to provide a superior customer experience...and shall continually improve services to accommodate the needs and expectations of the residents.”

Furthermore, several objectives have been identified within the Strategic Plan, which support the creation of a Facebook page:

- Regularly **communicate** with the community about the issues facing the Township.
- Use **technology** to enhance services and increase efficiencies in every aspect of operations.
- Identify meaningful ways for citizens to **engage** in the process to govern.
- Share **progress** on the Strategic Plan with the community through articles in the Township newsletter.
- Develop a versatile professional **workforce** that is cross trained to ensure superior customer service.



CONTENT

Potential content and uses for the GHT Facebook Page include, but are not limited to:

- Job postings
- Builder’s Forum
- Election notices and reminders
- Open and close notices for parks
- Property tax and water bill reminders
- Meeting notices, cancelations, and packets
- Service alerts (*power outages, road closures*)
- Resident education (*oak wilt, property tax assessments*)
- Service offering and delivery (*leaf/tree drop-off*)
- Code compliance reminders (*time to put the boats away*)



- Photos and videos of the Township (*nature, parks, events*)
- Newsletters, press releases, and community events (*F/R Open House*)
- Updates on approved developments (*progress pictures, construction timelines*)
- COPS information to promote community safety (*mailbox vandalism incident & follow-up*)
- Much of the information in the Weekly Report and the Insider (*Fire/Rescue newsletter*) are great pieces of information to share with residents.

CONCERNS

Potential concerns the Board has expressed are addressed below:

ISSUE	SOLUTION
<p>Negative Comments</p> <p>Inappropriate Comments</p> <p>Incorrect Information Posted</p> <p>Employee Comments</p>	<ul style="list-style-type: none"> • Adjust settings to <u>only</u> allow GHT Administrators the ability to post on timeline • Positive posts only (<i>City of Grand Haven & City of Holland report this method successfully reduces, or eliminates, negative comments</i>) • Comments that are true defamation or a threat to public safety can be removed (<i>Bultje notes Freedom of Speech applies</i>) • Administrators can comment on a post to correct any misinformation. • Employee comments not addressing a matter of public concern, made pursuant to the employee’s official duties, disclosing sensitive or confidential information, or which are insubordinate or disruptive in the workplace can be removed. (<i>A social media policy has been drafted and is attached</i>) • The Facebook page can always be taken down.
<p>Content Management</p>	<ul style="list-style-type: none"> • GHT Administrators must use good judgment when posting information, photos, and links • Per MTA: <ul style="list-style-type: none"> ○ Do not post pictures of fires or accidents without a signed privacy disclosure ○ Publicized events must be fair and non-discriminatory—must post any event that is requested

Use of Photos and Memes

- Recently, the American Planning Association gave access to an image library for all members. GHT is free to use all of these images.
- Permission from photographers or copyright holders must be obtained.
- Photos of individuals should have a signed written release.
- Photos and memes shared on the same service are covered by the Terms of Service. It is possible the originator of the photo did not permit the use but odds are minimal.
- Legal risks of creating and using memes are low due to “fair use” which allows use for commentary, criticism, parody, news reporting, research, teaching and scholarship.

MAINTENANCE

Proksa and Fedewa each have over 10 years experience with Facebook and other forms of Social Media. Staff suggests **2 or 3 Administrators who can post new content and monitor comments.**

Other municipalities report spending approximately 1 hour per week on social media updating and monitoring.



Attached you will find six examples of GHT posts which took approximately 15 minutes to create.

RECOMMENDATION

If the Board agrees to pursue a Facebook page, the following motion can be offered:

Motion by _____, supported by _____, to authorize the Township Supervisor and Facebook Administrators to create a Grand Haven Charter Township Facebook Page.



BLP – POWER LOST TO EIGHT HOMES:

The Fire/Rescue department responded to several downed BLP power lines, poles, and a transformer on Monday afternoon.

A large tree measuring more than 50+ inches in diameter split from the trunk and landed on the lines. The weight of the tree pulled all power lines and communications lines to the ground. The strength of the lines snapped off 3 power poles and damaged 2 other cross beam support braces. Several homes had lines in their driveway due to the tension being lost when the lines snapped. The fuse snapped off so there was no threat from BLP for live power.

BLP restored power after about 8 hours.

Yellow stars are homes that had lines pulled from the house meter;
 Red stars are damaged power poles; and,
 The red square is the property from which the tree fell.

The following day the remainder of the tree fell on the house causing structural damage



Oak wilt disease on an oak tree. Photo credit: Joseph O'Brien, USDA Forest Service, Bugwood.org

**ATTENTION RESIDENTS
 OAK WILT SEASON IS HERE**

In recent years, a fungal disease called Oak Wilt has infected oak trees in the area. The disease can develop in the red and white oak groups including northern red oak, pin oak, black oak, white oak, swamp white oak, and bur oak.

Once infected, the leaves at the top of the tree will begin to brown. Whole branches may yellow and then brown as the disease moves down the branch. Leaves will begin to fall off and a fungal mat will grow under the bark causing the bark to crack. The tree will eventually die.

The disease is typically spread in three ways:

1. Trees trimmed between April and October can emit a sap which attracts small beetles. These beetles can bring the fungus from infected trees which in turn can infect the recently pruned tree.
2. Through already infected root grafts between trees of the same species. Therefore, if there are several oak trees near each other, it is possible the disease will be passed through the roots.
3. Through movement of infected wood during growing season (i.e. fire wood, branches).

To prevent further spread of the disease, the following measures should be taken:

1. Avoid trimming oak trees between the growing season of April to October.
2. If trees are damaged by a storm or must be trimmed afterward, a tree wound dressing should be applied immediately before the sap which attracts the beetles is emitted.
3. Any infected wood being moved should be debarked to avoid fungal mat and completely covered in a minimum 4 mil plastic until the end of the growing season.
4. Cut any root grafts when other oaks are near the infected tree.

Residents looking for more information on Oak Wilt can visit the Michigan State University Extension at

http://msue.anr.msu.edu/news/oak_wilt_diagnosing_and_preventing.



BUCHANAN BEACH ACCESS IMPROVED

The Buchanan Beach (road end) was recently reconstructed by the GHT DPW. These improvements will help the Fire/Rescue Department make quick access down to the beach during an emergency.

Please keep in mind the quickest routes for F/R to access the beach are (north to south):

- 1. Grand Haven City Beach
- 2. Brucker Road End
- 3. Mulvihill near Rosy Mound Park
- 4. Buchanan Road End
- 5. Camp Blodget
- 6. Kirk Park



TRUCK PETTING ZOO:

The Loutit District Library held a “Truck Petting Zoo” to celebrate the hometown heroes that help to keep our communities operating. The event had about 400 children and their caregivers attend.



A few reminders for the 4th of July holiday weekend:

- The Grand Haven firework show will begin at dark on July 4th.
- Personal fireworks can be lit on July 3rd- July 5th between the hours of 8am & midnight.
- Celebrate and enjoy America’s Independence!



Make sure your pets have an ID on their collar. Some pets run away at the sound of fireworks. The ID will help to get them home safely!

EXAMPLES

City Of Holland, Michigan - City Hall added 3 new photos.
May 18 at 6:20pm · Edited ·

Come learn about our city's master plan. Residents are invited to engage and help build a stronger community by attending the Resilient Holland Community Symposium May 26th at 6:30pm at City Hall.
<http://bit.ly/1ebT6TP>



Like · Comment · Share

9 people like this.

3 shares

City of Grand Haven, Michigan - City Hall
May 18 at 1:11pm ·

We're hiring!

<http://www.grandhaven.org/city-se.../employment-opportunities/>

Coast Guard	<p>Employment Opportunities - City of Grand Haven</p> <p>Harbor Transit Part-Time Drivers The City of Grand Haven is seeking several Part time Drivers for the Harbor Transit Multi-Modal Transportation Authority. The successful candidates will accept radio...</p> <p>GRANDHAVEN.ORG</p>
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Like · Comment · Share

5 people like this.

City Of Holland, Michigan - City Hall
May 11 at 11:58am ·

Central Avenue is closed due to construction. Get details on the project here. <http://www.cityofholland.com/.../central-ave-closed9th-10th-st>

Central Ave closed;9th-10th St | City of Holland Michigan Official Website

Order No. 2015-T-000018 Effective Date May 11 - 18, 2015 (when official traffic control signs or devices conforming to this order are erected.) In accordance with Section 18-16 of the Holland City Code, the following traffic regulations are issued:

CITYOFHOLLAND.COM

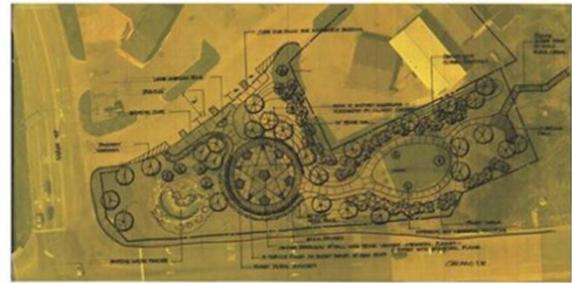
Like · Comment · Share

6 people like this.

1 share

Georgetown Charter Township
May 6 at 8:33am · Edited ·

The Georgetown Township Board will be reviewing the draft below, for the Veteran's Plaza. Please share your thoughts of this design with the Board at board@georgetown-mi.gov.



Design Master Plan
Veteran's Memorial / Plaza
GEORGETOWN CHARTER TOWNSHIP

Like · Comment · Share

9 people like this.

3 shares

Ottawa County
Yesterday at 12:09pm ·

Did you know that licensing Fido can help him get returned to you faster--and free--if he runs off? He may even avoid a trip to the shelter (and risk being exposed to the canine flu or some other pet illness!) License numbers from tags can be looked up online by anyone who finds him- <http://www.miottawa.org/DogLicenseLookup/> (A license costs only \$10 per year or \$25 for three years and can also be obtained at miottawa.org.)



Like · Comment · Share

6 people like this.

1 share

City of Grand Haven, Michigan - City Hall
May 20 at 4:58pm ·

Notice: In observance of Memorial Day, all Non-Emergency City Offices will be closed on Monday, May, 25, 2015.

City Offices will re-open at 8:00 a.m. Tuesday, May 26, 2015.

"America is hope. It is compassion. It is excellence. It is valor."

- Paul Tsongas

Like · Comment · Share



City Of Holland, Michigan - City Hall

5 hrs · 🌐

Did you know that 10% of your energy bill is due to unused electronics being plugged in? Today's #2 S-U-P-E-R energy saving tip is: U for, Unplug unused electronics and see your savings add up!



You left your cell phone charger plugged in!

1,089 Views

Like · Comment · Share

23 people like this.

Top Comments ▾

2 shares



Write a comment...



City Of Holland, Michigan - City Hall Visit HollandEnergyPrize.com for more tips and videos!



Holland Energy Prize

The Energy Prize competition challenges small to medium size communities across the U.S. to rethink...

HOLLANDENERGYPRIZE.COM

Like · Reply · 25 mins



Aaron W. Deiter Well done!

Like · Reply · 43 mins

View 3 more comments



Georgetown Charter Township

May 13 at 9:20am · 🌐

The Georgetown Township Board, at the recommendation of the Planning Commission, recently approved the Tentative Preliminary Plat of Brewer Farms No. 6.



Like · Comment · Share

9 people like this.

Most Recent ▾



Rich Vander Klok Beautiful location for a new home.

Like · Reply · May 13 at 11:30am



Jon Archer Gregg, Norma

Like · Reply · May 13 at 1:20pm



City of Grand Haven, Michigan - City Hall

May 19 at 3:58pm · 🌐

**CITY OF GRAND HAVEN
AUDIT REVIEW COMMITTEE
REGULAR MEETING**
Monday, June 8, 2015, at 4:00 p.m.
CITY MANAGER'S CONFERENCE ROOM AT GRAND HAVEN CITY HALL
519 WASHINGTON AVENUE, GRAND HAVEN MICHIGAN, 49417
The Audit Review Committee of the City of Grand Haven will meet in regular session on Monday, June 8, 2015, at 4:00 p.m. in the City Manager's Conference Room at Grand Haven City Hall, 519 Washington Street, Grand Haven, MI 49417, to discuss regular business of the Committee, to confer with the Audit team and to consider planning issues for the audit of June 30, 2015.

This notice is posted pursuant to the Open Meetings Act. Any person who needs special accommodations pursuant to the Americans with Disabilities Act should contact James P. Bonamy, City Finance Director, at 616 847-4893 to make arrangements.

Committee Members: Please notify Jim Bonamy (jbonamy@grandhaven.org) or at 616 935-3214 if you'll be unable to attend.

Like · Comment · Share



Spring Lake Village

May 4 at 2:07pm · 🌐

On Saturday, May 3rd Covenant Life Church had approximately 50 volunteers turn out to perform beach clean-up at Lakeside Beach. Our quality of life here in Spring Lake is positively and profoundly affected by our volunteers. THANK YOU Covenant Life Church for your time!!



Like · Comment · Share

34 people like this.

Top Comments ▾



Write a comment...



Lyn Boot VanTol #clcdaytoshine 🌟

Like · Reply · 1 · May 4 at 2:17pm



Sam Post Thank you all so much!!! ❤️❤️❤️

Like · Reply · May 4 at 2:18pm



Margarita Rositas McWilliams Thank you all, it looks great!

Like · Reply · May 4 at 2:23pm



Heidi Loomis-Lipscombe Patricia C Steen

Like · Reply · May 4 at 2:19pm

City of Grand Haven, Michigan - City Hall shared Grand Haven Salmon Festival's photo.
May 14 at 4:41pm · 🌐



Grand Haven Salmon Festival

WE REALLY NEED YOUR HELP!

This week on our blog we'll be featuring 5-10 Salmon recipes that were submitted by all of you! All you have to do is send us a link to the recipe, message us the recipe, or leave it in the comments!

Stay tuned! We'll be posting the recipe blog on Friday!

Like · Comment · Share

Ottawa County
May 5 at 8:53am · 🌐

Did YOU get your "I voted" sticker?? Let's see it! Our Assistant County Administrator was at the polls bright and early. Use this link to find your polling location and view the ballot. <http://bit.ly/ocVotes> #yourvoiceisyourvote



Like · Comment · Share

👍 9 people like this.

Misty Cunningham Is that Peyton Manning?
Like · Reply · 🌟 4 · May 5 at 8:56am

Write a comment... 📷

Ottawa County
May 14 at 9:43am · 🌐

Congratulations Deputy McDuffee who was awarded for outstanding customer service. Cites driver BUT clears the ice & snow from the vehicle's windows. (The cold never bothered her, anyway.)



Deputy McDuffee Award for Customer Service

Ottawa County extends its congratulations to Deputy Rachel McDuffee who was selected to receive the Outstanding Customer Service Award for the first quarter of 2015. McDuffee is a Road Patrol Deput...

MIOTTAWACOUNTYCONNECTIONS.WORDPRESS.COM

Like · Comment · Share

👍 84 people like this.

🔗 2 shares

💬 View 4 more comments

John Gleason Congratulations Deputy Mac Duffee
Like · Reply · May 15 at 12:12am

Barry C Bechler Cudo's! From one LEO to another
Like · Reply · May 15 at 9:05am

City of Grand Haven, Michigan - City Hall
May 20 at 5:03pm · 🌐

Just two (2) Saturdays remain for the spring yard waste drop-off locations. May 23 and May 30, from 8:00 a.m. - Noon at Lakeshore Middle School and Griffin Elementary.

Like · Comment · Share

7.25 SOCIAL MEDIA POLICY

7.25a Overview and Covered Persons

Grand Haven Charter Township understands that social media can be a fun and rewarding way to share life experiences and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To help make responsible decisions about the use of social media, the Township has established these guidelines for appropriate use of social media.

This policy applies to all Township employees, Township officials, Township Board members, and Township Board appointees.

7.25b Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Township, as well as any other form of electronic communication.

The same principles and guidelines found in the Township policies and Core Values apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or representatives of the Township, or otherwise adversely affects customers, suppliers, people who work on behalf of the Township, or the Township's legitimate business interests may result in disciplinary action up to and including termination.

7.25c Know and Follow the Rules

Carefully read these guidelines, as well as the Township Work Rules, Harassment Policy, Workplace Violence Policy, and Core Values, and ensure your postings are consistent with these and all Township policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

7.25d Be Respectful

Always be fair and courteous to fellow employees, customers, suppliers, or people who work on behalf of the Township. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers per the Core Values or by utilizing the Complaint Procedure rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that

disparage customers, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of religion, race, sex, color, national origin, age, height, weight, familial status, marital status, disability, genetic information, sexual orientation, gender identity, or any other characteristic protected by law or Township policy.

7.25e Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything. Therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Township, fellow employees, customers, suppliers, or people working on behalf of the Township.

7.25f Post Only Appropriate and Respectful Content

- A. Maintain the confidentiality of Township private or confidential information. Do not post internal confidential communications.
- B. Do not create a link from your blog, website, or other social networking site to a Township website without identifying yourself as a Township employee.
- C. Express only your personal opinions. Never represent yourself as a spokesperson for the Township. If the Township is a subject of the content you are creating, be clear and open about the fact that you are an employee or other official and make it clear that your views do not represent those of the Township, fellow employees, customers, suppliers, or people working on behalf of the Township. If you do publish a blog or post online related to the work you do or subjects employed with the Township, make it clear that you are not speaking on behalf of the Township. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Grand Haven Charter Township."

7.25g Using Social Media at Work

Refrain from using social media on equipment the Township provides while on work time, unless it is work-related as authorized by your manager. Do not use Township email addresses to register on social networks, blogs, or other online tools utilized for personal use.

7.25h Retaliation is Prohibited

The Township prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

7.25i Township Social Media

Visitors on Township social media sites are asked to follow content rules. These rules will be made accessible on any Township maintained site. Users and visitors to Township social media sites are notified that the intended purpose of the site is to serve as a mechanism for communication between the Township and members of the public, and that any posted content may be a public record subject to public disclosure under the Michigan Freedom of Information Act.

The Township reserves the right to remove published content that does not comply with privacy policies or meets the following criteria, including the following:

- A. Items that are abusive, obscene, indecent, or offensive;
- B. Items that are defamatory, harassing, or hateful;
- C. Items that you do not have the necessary rights, licenses, and consents to post;
- D. Items that constitute spam, unauthorized advertising, or solicitation;
- E. Items which invade anyone's privacy or impersonate anyone;
- F. Items which encourage conduct that may or would constitute a criminal offense or give rise to civil liability, or that otherwise violates any applicable law or regulation;
- G. Items which appear to contain irrelevant or excessive links or appear to contain code.

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, AUGUST 10, 2015**

REGULAR MEETING

I. CALL TO ORDER

Supervisor French called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

Board members present: French, Kieft, Hutchins, Meeusen, Redick, and Larsen

Board members absent: Behm

Also present were Manager Cargo.

IV. APPROVAL OF MEETING AGENDA

Motion by Trustee Hutchins and seconded by Clerk Larsen to approve the meeting agenda, with the addition of Resolution 15-08-04 recognizing a non-profit organization for the purposes of a charitable gaming license. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve July 27, 2015 Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$274,544.88 (*A/P checks of \$155,249.37 and payroll of \$119,295.51*)
3. Approve Piper Lakes PUD Extension to May 22, 2016

Motion by Treasurer Kieft and seconded by Trustee Hutchins to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. OLD BUSINESS

1. **Motion** by Clerk Larsen and seconded by Trustee Hutchins to approve Resolution 15-08-01 authorizing the Superintendent to submit a petition to the Office of the Ottawa County Water Resources Commissioner for locating, establishing and constructing a drain or drains or any portion thereof in the proposed Clovernook Drainage District.

Which motion carried, as indicated by the following roll call vote:

Ayes: Larsen, Hutchins, Kieft, Meeusen, Redick, French

Nays:

Absent: Behm

2. **Motion** by Trustee Meeusen and seconded by Supervisor French to approve Resolution 15-08-02 authorizing the Superintendent to submit an application to the Office of the Ottawa County Water Resources Commissioner for laying out and designating a new County Drainage District, referred to the as Clovernook Drainage District. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Hutchins, Meeusen, Redick, Kieft, French, Larsen
Nays:
Absent: Behm

3. The Board discussed the Community Engagement (CE) process that has begun on the proposed MNRTF forty acre land purchase and the Witteveen Trust Property and instructed staff to include these parcels within the current CE process. Further, the Board had no specific directions or limits placed on the development of these parcels, other than to acknowledge that certain portions are regulated wetlands and that development needs to compliment the natural aspects of the property.

VII. NEW BUSINESS

1. **Motion** by Supervisor French and seconded by Clerk Larsen to approve Resolution 15-08-03 adding Section 1.10 Genetic Information Non-Discrimination Act and amending Sections 12.2 Sick Days, 12.8 Leave of Absence, 1.3 Equal Employment Opportunity, 2.1 Selection and Recruitment Policy, 2.3 Recruitment, 7.17c Harassment Policy, 2.10 Driving Record, and 2.11a Personnel Records of the Personnel Policies and Procedures Manual. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Kieft, French, Meeusen, Hutchins, Larsen, Redick
Nays:
Absent: Behm

2. **Motion** by Treasurer Kieft and seconded by Trustee Meeusen to approve Resolution 15-08-04 that recognizes the Realtors Who Care, Inc. as a nonprofit organization that operates within Grand Haven Charter Township. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Hutchins, Larsen, Kieft, French, Meeusen, Redick
Nays:
Absent: Behm

VIII. REPORTS AND CORESPONDENCE

- a. Correspondence was reviewed
- b. Committee Reports
 - i. Clerk Larsen noted that the Personnel Committee is tentatively scheduled for Tuesday, September 1st at 7:30 a.m.
- c. Manager's Report
 - i. Manager Cargo noted that the Cost of Service Utility Rate Studies were completed and staff will schedule a Public Works and Transportation Committee meeting to review the same.
 - ii. Chamber Economic Development Report
 - iii. July Ordinance Enforcement Report
 - iv. July Construction Inspection Report
- d. Others

IX. PUBLIC COMMENTS

Laird Schaefer (12543 Wilderness Trail) asked for clarification of the relationship

between the Community Engagement process, Planning Commissions, and Parks and Recreation Committee.

X. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Hutchins to adjourn the meeting at 7:22 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Karl French
Grand Haven Charter Township Supervisor

SUPERINTENDENT'S MEMO

DATE: August 6, 2015
TO: Township Board
FROM: Cargo
SUBJECT: Supervisor French's Appointments - DDA/BRA

Grand Haven Charter Township established a Downtown Development Authority (DDA) in 1999 to take advantage of Tax Increment Financing and improve the infrastructure within a commercial area of the Township. The DDA also acts as the Township's Brownfield Redevelopment Authority (BRA), pursuant to a provision in state law. The BRA can take advantage of certain state provisions should a contaminated site in the Township be made available for redevelopment.

The DDA currently collects about \$500k annually and will have cash reserves of over \$830k at the end of 2015.

It is expected that the next DDA Tax Increment Finance (TIF) construction project will commence in 2017 and will cost about \$1.2 million. This TIF project will be the reconstruction of 168th Avenue from Ferris Street to Johnson Street. The project would entail the following major items:

- a. A two-lane street configuration with curb and gutter the entire length.
- b. Storm sewer to accommodate the drainage.
- c. Extension of sanitary sewer north to Johnson Street.

The members being reappointed include:

1. John Helder, who is the owner of Z-Tire, which leases property within the DDA boundaries.
2. Jim Loftis, who is the owner of Loftis Machine, which has a facility within the DDA boundaries.
3. Craig Seavers, who is the President of Seaver Finishing, which has a plant within the DDA boundaries.

To implement the aforementioned, the following motions can be offered:

Move to appoint John Helder to the DDA/BRA Board for a term ending August 31, 2018.

Move to appoint Craig Seaver to the DDA/BRA Board for a term ending August 31, 2018.

Move to appoint Jim Loftis to the DDA/BRA Board for a term ending August 31, 2018.

If you have any questions or comments prior to the meeting, please contact Supervisor French.

SUPERINTENDENT'S MEMO

DATE: August 17, 2015
TO: Township Board
FROM: Cargo
SUBJECT: Supervisor French's Appointment - Planning Commission

Supervisor French is appointing William (Bill) Cousins to fill a vacancy on the Planning Commission. Pursuant to state law, this will require confirmation by the full Board.

Bill Cousins is a retired township/city manager that has recently returned to Grand Haven Charter Township. Cousins previously resided in GHT from 1990 to 1998 during his tenure as Building Official, Building Inspector, Mechanical Inspector, Zoning Administrator and Plan Review Specialist for the City of Grand Haven. (*A copy of his resume is attached.*)

To implement the aforementioned appointment, the following motions can be offered:

Move to appoint Bill Cousins to the Township Planning Commission for a term ending August 1, 2018.

If you have any questions or comments prior to the meeting, please contact Supervisor French.

WILLIAM T. COUSINS III
15290 Winchester Circle
Grand Haven Township, Michigan 49417
Phone - (616) 307-9982
Email – billcousins@sbcglobal.net

EXPERIENCE

CITY OF ITHACA, MICHIGAN
129 W. Emerson Street, Ithaca, MI 48847

June, 2014 – April, 2015
(989) 875-3200

Interim City Manager. Appointed after abrupt departure of full-time manager. Responsible for daily operation of City departments including Department of Public Works and Fire Department. Met with Mayor regularly to insure good coordination between Council and staff. Oversaw construction of grant-funded projects including a DDA Streetscape improvement, construction of a farm market pavilion and elevator access to the Library. Performed as the City Planner and Zoning Administrator during tenure. Also performed as the rental housing inspector and trained a staff person for the position. Worked closely with the DDA; started the process for the DDA property owners to receive Façade grants and rental rehab grants.

CASCADE CHARTER TOWNSHIP, MICHIGAN October, 2007 – January, 2013
2865 Thornhills Drive SE, Grand Rapids, MI 49546 (616) 949-1500

Township Manager. Responsible for smooth operation of all township departments. Daily schedule included performing as the Township Finance Officer (10.5 Million Dollar budget), oversight of the work within the Township Office, Planning Department, Construction Inspection Department, Building & Grounds Department and Fire Department (37 full-time, 17 paid-on-call and 4 part-time employees). Adept at use of Microsoft Office Applications, and BSA financial software. Provided regular oral and written communications to the Township Board. Significant time spent on financial administration, problem solving and long range planning.

VILLAGE OF KALKASKA, MICHIGAN
200 Hyde Street, Kalkaska, MI 49646

December, 2002 – October, 2007
(231) 258-9191

Village Manager. Responsible for smooth operation of all village departments. Daily schedule included performing as the Village Finance Officer (2.5 Million Dollar budget), Village Planner, Zoning Administrator, Downtown Development Authority Director, Administrator of the Police Department, Administrator of the Department of Public Works including infrastructure development and oversaw the work within the Village Office (14 full-time & 7 part-time employees). Administrative liaison and member of the Planning Commission and Downtown Development Authority. Administrative liaison to the Zoning Board of Appeals. Adept at use of Microsoft Office Applications, and Civic system financial software. Provided regular oral and written communications to the Village Council. Significant time spent on problem solving and long range planning. Successful at writing

grants for Water Treatment plant, Streetscape improvements and recreational trail construction.

VILLAGE OF HOLLY, MICHIGAN
202 S. Saginaw Street, Holly, MI 48442

February, 1998 – December, 2002
(248) 634-9591

Community Development Director. Department head position. Responsible for budget and operation of department. Assisted the Village Manager on a daily basis to find solutions to issues. Functioned as the acting manager in his absence. Daily schedule included performing as the Village Planner, Zoning Administrator, Building Official, Building Inspector, Mechanical Inspector, Code Enforcement Officer and Plan Review Specialist. Administrative Liaison to the Planning Commission, Zoning Board of Appeals and Historical Commission. Successful at writing grants for road widening and train depot restoration. Worked daily with the Downtown Development Authority Director. Certified Building Inspector (ICBO #91405). Michigan Building Inspector Registration #4070.

CITY OF GRAND HAVEN, MICHIGAN
519 Washington St. Grand Haven, MI 49417

July, 1992 – February, 1998
(616) 842-3210

Building Official, Building Inspector, Mechanical Inspector, Zoning Administrator and Plan Review Specialist for the City of Grand Haven, Michigan. Full responsibility for all Building Division programs, including budget and operations. Responsible for insuring compliance with the Uniform Building Code concerning all phases of construction, remodeling, rental inspection program and repairs to buildings in the city. Administrative Liaison to the Zoning Board of Appeals, Historical Commission and the Housing Advisory & Appeals Board.

CITY OF NORTON SHORES, MICHIGAN

September, 1990 - July, 1992

Building Inspector, Mechanical Inspector and Plan Review Specialist for the City of Norton Shores, Michigan. Responsible for insuring compliance with the Uniform Building Code concerning all phases of construction, remodeling and repairs to buildings in the city.

CITY OF FARMINGTON HILLS, MICHIGAN

September, 1989 - September, 1990

Mechanical Inspector for the City of Farmington Hills, Michigan (Part-time). Responsible for insuring compliance with the Uniform Mechanical Code concerning the installation of all mechanical equipment in the city.

COUSINS HEATING & COOLING, REDFORD, MICHIGAN

April, 1982 - June, 1991

Owner of Cousins Heating & Cooling, 26909 Plymouth Rd., Redford, MI 48239. Managed and operated contracting business. Responsibilities included budgets, payroll, purchasing and labor relations. Supervised the fieldwork of four service and installation personnel, and two office staff. Primary contact with customers for sale of heating and cooling systems. Serviced and installed heating and cooling equipment.

SUPERINTENDENT'S MEMO

DATE: August 18, 2015
TO: Township Board
FROM: Cargo
SUBJECT: Supervisor French's Appointment – Construction Board of Appeals

Pursuant to state law, the Township is required to maintain a Construction Board of Appeals to hear any appeals regarding the Township's enforcement of the State Building Code. Any decision of this Board is final unless an appeal is filed to the State Construction Code Commission within five days after the decision is filed.

To be a member of the Construction Board of Appeals, a member must be qualified by trade or experience. For the Township, there are five members on the Construction Board of Appeals. This Board meets only rarely – but, does have an upcoming appeal for August 31st.

Currently, there is one vacancy on the Board. To fill this vacancy, Supervisor French is recommending the appointment of Brock Hesselsweet, a local architect that is a member of the Township's Parks and Recreation Committee and is active with the "Friends of the Parks" group.

To approve the aforementioned appointment by Supervisor French, the following motions can be offered:

**Move to Brock Hesselsweet to the Grand Haven Charter Township
Construction Board of Appeals for a term ending November 30, 2016.**

If you have any questions or comments prior to the meeting, please contact Supervisor French.



SUPERINTENDENT'S MEMO

DATE: August 17, 2015
TO: Township Board
FROM: Bill Cargo
SUBJECT: Groesbeck Special Assessment Paving District

As you may recall, the Township Board recently approved a special assessment to pave a portion of Groesbeck Street and a private roadway. The attached cost estimate and agreement from the Ottawa County Road Commission is their most recent project estimate for this project.

If approved, the project would probably be completed in 2016; but, I have requested that the OCRC attempt to include this project in the 2015 project cycle ... if the weather and construction schedules cooperate.

To proceed forward with this street resurfacing project, the following motion can be offered:

Move to authorize the Township Superintendent to execute the August 11, 2015 Project Estimate agreement for the resurfacing of 300 feet of Groesbeck and 520 feet of a private road through the Ottawa County Road Commission at an estimated \$83,475.

Please contact me with any questions or comments at your convenience.

**OTTAWA COUNTY ROAD COMMISSION
PROJECT ESTIMATE**

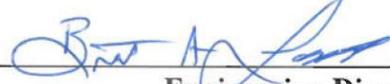
Township: Grand Haven

Street Termini & Length: Grosbeck Street: Western Street west approximately 300 feet

General Description of Work: Reconstruct including tree removal, aggregate base, and grading to provide a 20 foot wide bituminous pavement with 3 foot shoulders and a small turnaround for snow removal.

Engineering	\$	5,000.00
Earthwork	\$	6,000.00
Clearing and Grubbing	\$	9,000.00
Aggregate Base	\$	7,500.00
Bituminous Surfacing	\$	20,000.00
Stabilization	\$	2,500.00
Shoulders	\$	1,500.00
Traffic Control	\$	500.00
Overhead, 5%	\$	2,600.00
TOTAL ESTIMATED COST:	\$	54,600.00

OTTAWA COUNTY ROAD COMMISSION

By  _____
Engineering Director

TO: Ottawa County Road Commission
 Grand Haven, MI 49417

Gentlemen:

At a meeting of the _____ Township Board held on _____, the above project and estimate was approved. The Road Commission is authorized to proceed to accomplish the work and bill the township for all direct costs charged to the project, plus a maximum overhead charge of five percent (5%) of the total direct costs so charged; and the township hereby agrees to pay same in full (less county contributions, if any, as indicated in writing attached hereto and incorporated by reference). Direct costs include any payments for: contracts with contractors, engineers and other consultants; materials; force account labor at 1.5 times payroll charges; equipment rental; and advertising and printing. The township agrees to make advance payments, if required, and to pay any balances due within thirty (30) days of receipt of the billing for same. The township also understands and agrees that final direct costs and quantities may vary from the estimate.

Signed By _____

Manager of _____ Township

Date _____

**OTTAWA COUNTY ROAD COMMISSION
PROJECT ESTIMATE**

Township: Grand Haven

Street Termini & Length: Private Street: Groesbeck Street south approximately 520 feet

General Description of Work: Grade and touch up existing aggregate surface to provide a 10 foot wide bituminous pavement. This is not a public road or right-of-way. Grand Haven Township will obtain the necessary approvals for a contractor to work on the private property.

Machine Grading & Aggregate Touch Up	\$	10,000.00
Bituminous Surfacing – one lift	\$	13,000.00
Driveway Restoration	\$	3,500.00
Shoulder Restoration	\$	1,000.00
Overhead, 5%	\$	1,375.00
TOTAL ESTIMATED COST:	\$	28,875.00

OTTAWA COUNTY ROAD COMMISSION

By 
Engineering Director

TO: Ottawa County Road Commission
Grand Haven, MI 49417

Gentlemen:

At a meeting of the _____ Township Board held on _____, the above project and estimate was approved. The Road Commission is authorized to proceed to accomplish the work and bill the township for all direct costs charged to the project, plus a maximum overhead charge of five percent (5%) of the total direct costs so charged; and the township hereby agrees to pay same in full (less county contributions, if any, as indicated in writing attached hereto and incorporated by reference). Direct costs include any payments for: contracts with contractors, engineers and other consultants; materials; force account labor at 1.5 times payroll charges; equipment rental; and advertising and printing. The township agrees to make advance payments, if required, and to pay any balances due within thirty (30) days of receipt of the billing for same. The township also understands and agrees that final direct costs and quantities may vary from the estimate.

Signed By _____

Manager of _____ Township

Date _____

BID PROPOSAL
AND SPECIFICATIONS

FOR

HOFMA PARK
ADDITIONAL SOCCER PARKING

IN

GRAND HAVEN CHARTER TOWNSHIP
OTTAWA COUNTY, MICHIGAN

AUGUST 2015

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INVITATION TO BID

Sealed bids for road construction, parking lot construction and bituminous paving will be received at Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, Michigan 49417, Attention: Mr. William Cargo, Manager, until 10:00 a.m. local time, Tuesday, September 8, 2015 at which time all bids will be publicly opened and read aloud. Bids shall be received sealed in a large manila envelope with the words "Cemetery Site Construction" written on the outside.

Plans and specifications may be reviewed at Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, Michigan 49417; between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or on line at <http://1drv.ms/1KxGdfq>.

Bid documents will be available starting at 10:00 a.m. on August 25, 2015.

Grand Haven Charter Township reserves the right to reject any or all bids or parts thereof or waive any informality in any bid and to accept any proposal considered to be in their best interest.

Grand Haven Charter Township
13300 168th Avenue
Grand Haven, Michigan 49417

INFORMATION FOR BIDDERS

1. SUBMISSION OF BIDS:

Bid proposals shall be submitted to the specified person or place in accordance with the Invitation to Bid. The opening shall be public or private as stipulated. Bid proposals submitted after the time set for the opening to proceed has passed shall be returned to the Bidder unopened or shall be given discretionary consideration as determined to be in the best interest of the Township.

2. BID DOCUMENT PROCUREMENT:

Bid Documents may be obtained or examined at the locations and hours listed in the Invitation to Bid. Bid sets requiring special handling or shipping will have a non-refundable charge in the amount listed in the Invitation to Bid.

3. FAMILIARIZATION WITH WORK:

Bidders shall be responsible for completely familiarizing themselves with the extent and nature of the work by thoroughly examining the site, plans, specifications and proposal and evaluating the quantities and types of labor, equipment and materials necessary to complete the work.

4. COMPLETION OF PROPOSAL FORM:

The bid must be itemized upon the blank Form of Proposal annexed hereto and shall give the price for the items of the work required as shown on the drawings or elsewhere both in writing and in figures, in ink, and be signed by the bidder with his business address and telephone number. Alteration of the Proposal in any way, inclusion of unsolicited times, failure to comply with the specified procedures for bidding or any other irregularity shall be adequate grounds for rejection of the bid proposal.

5. SUBMISSION OF BID PROPOSAL:

Submit Bid Proposals and Security in an opaque, sealed envelope clearly identified with: 1.) Project name 2.) Description of the work 3.) Name and address of bidder and in accordance with the Invitation to Bid.

6. BID SECURITY:

Bids must be accompanied, in the sealed envelope, by a bid bond or certified check payable to Grand Haven Charter Township in the amount of five percent (5%) of the total amount bid, drawn on a Michigan bank, which shall be retained by the Township if the successful bidder does not enter into a contract for the work nor provide good and sufficient Performance Bond and Insurance Certificates on the specified date as liquidated damages, but not as a penalty.

The bid bonds of unsuccessful bidders shall be returned within three (3) days after award of the Contract.

7. PROOF OF RESOURCES:

Bidders may, at the discretion of Grand Haven Charter Township, be required to show that they have the necessary capital, material, equipment and facilities to completely perform all of the proposed work in a good workmanlike manner.

8. PROPOSAL WITHDRAWAL:

Proposals may be withdrawn at any time prior to the hour of opening bids. Bid proposals are irrevocable for a period of seventy-five (75) days from the date of the bid opening.

9. KNOWLEDGE OF REGULATIONS:

Each bidder must familiarize himself with and conform to all laws, ordinances and codes that might affect the proposed work in any way and shall pay for all permits, fees and licenses necessary to perform this work.

10. RIGHT OF REJECTION:

Grand Haven Charter Township reserves the right to reject any or all bids or parts thereof or waive any informality in any bid and to accept any proposal considered to be in their best interest.

11. PERFORMANCE SURETIES AND INSURANCE:

Bidders may, at the discretion of Grand Haven Charter Township, but prior to the execution of the Contract, be required to execute a Performance Bond and Labor and Material Bond on the proper form with a corporate surety qualified to do business in the State of Michigan, acceptable to the Township as surety on bonds in favor of the United States, in the amount of 100% of the total bid amount. The surety's agent who executed the bond must be located and doing business in the State of Michigan, and such agent must affix his power-of-attorney to the bond. The Contractor must also furnish to Grand Haven Charter Township prior to the execution of the Contract, a certificate issued by the insurer naming Grand Haven Charter Township and certifying that he is covered by Workman's Compensation insurance and against public liability and property damage, in amounts equal to that specified in the General Conditions.

12. SUCCESSFUL BIDDER NOTIFICATION:

The successful bidder will be notified following approval of the bid proposal by Grand Haven Charter Township and is to execute the Contract, complete with performance sureties and insurance certificates, within ten (10) days of notifications of award of the Contract.

13. COMMENCEMENT OF WORK:

The Contractor shall begin the work within ten (10) days after execution of the Contract and shall proceed in an expeditious and professional manner with the highest quality material and workmanship.

14. ADDITIONAL INFORMATION:

Additional information about the project is available from Grand Haven Charter Township, Public Services Department, 13300 168th Avenue, Grand Haven, Michigan, 49417. (616) 842-5988.

15. INSPECTION NOTIFICATION:

The Public Services Director is available within forty-eight hours (48) after notice for on-site inspections.

16. PRE-CONSTRUCTION CONFERENCE:

A pre-construction may be held prior to commencement of the work to review items of work and establish a sequence and timetable for the execution of the work. Either the Contractor or the Owner may request such a meeting.

17. *ERRORS AND OMISSIONS:*

Bidders shall immediately notify Grand Haven Charter Township of any errors, omissions or discrepancy in the bid documents so they and other bidders can be advised of an acceptable bid procedure. Bids as submitted are for complete quantities as shown by the plans and no adjustments will be made once construction begins. Bidders are responsible for complete construction based upon bids submitted.

18. *COMPLETION OF WORK:*

All work, including complete construction of all items under this Contract, including clean-up and punch list items shall be performed on the prescribed manner and completely executed ready for use by November 30, 2015 for all construction items.

GENERAL CONDITIONS

1. TERMS DEFINED:

Wherever the term "OWNER" is used, it shall refer to Grand Haven Charter Township as "Party of the First Part" in the Proposal Agreement and the Installment Purchase Contract (the "Contract"). The term "CONTRACTOR" shall refer to the "party of the Second Part" in the Proposal Agreement and Contract.

2. BOND:

Bidders may, at the discretion of Grand Haven Charter Township, but prior to the execution of the Contract, be required to execute a Performance Bond and Labor and Material Bond on the proper form

The Contractor shall, at the time of the execution and delivery of the Contract and before the taking effect of the same in other respects, furnish and deliver to the Owner a written bond or indemnity in the amount of One Hundred Percent (100%) of the total base price of the Contract which is herein stated, in form and substance and with surety thereon satisfactory and acceptable to the Owner, to insure the faithful performance of the Contractor of all the covenants and agreements on the part of the Contractor contained in this Contract, or any part thereof, and for the period of extension that may be granted on the part of the Owner as well as for all changes, and modifications of the Contract as herein provided, for the prompt payment of all laborers, tradesmen, mechanics, subcontractors for materials, supplies or provisions for carrying on such work, and all just dues and demands incurred in the performance of the work, and to indemnify and save harmless the Owner against any direct or indirect damages that may be suffered or claimed or from injuries to persons or property during the construction of said work until it is accepted, and against claims or royalties on patents and indemnify and save the Owner harmless from all losses, costs and expenses which it may sustain by reason of any negligence of the Contractor.

3. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the procession of the work, the general and special conditions, and all other matters which can in any way affect the work under the Contract. No verbal agreement of conversation with any officer, agent of employee of the Owner, either before or after the execution of the Contract shall affect or modify any of the terms or obligations herein contained.

4. APPROVED EQUAL:

References to the term "equal" or "approved equal" shall mean that alternate or substitute items shall be equal to or greater in every respect than the items specified. All such substitutions shall be proposed to the Owner in writing and the Contractor shall receive written notice of approval prior to committing himself in any way to the item. The Contractor will be proceeding at his own risk in the absence of written approval and shall be fully responsible for all removal, replacement and restoration necessary to conform to the Contract and shall incur all costs directly or indirectly related to such activities.

5. PERMITS:

The Contractor shall be responsible for the procurement of, and payment for, all permits, and licenses necessary for the complete prosecution of the work.

6. PROTECTION:

Whenever the local conditions, circumstances, laws or ordinances require, the Contractor shall furnish and maintain, at his own expense and cost, necessary passageways, barriers, lights and such facilities and means of protection as may be required to provide safe conditions at all times.

7. RIGHTS OF VARIOUS INTERESTS:

Whenever work being done by Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner to secure the completion of the various portions of the work in general harmony.

8. CONSENT OF TRANSFER:

The Contractor shall not let or transfer this Contract or any part thereof (except for the delivery of material) without the written consent of the Owner. Such consent does not release or relieve the Contractor from any of his obligations and liabilities under this Contract.

9. SUPERINTENDENCE:

The Contractor shall constantly supervise all the work embraced in this contract in person or by a duty authorized manager acceptable to the Owner.

10. TIMELY DEMAND FOR INSTRUCTIONS:

The Contractor shall provide reasonable and necessary opportunities and facilities for review. He shall not proceed until he has made timely demands upon the Owner for, and received from him, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instruction. The Contractor shall furnish the Owner, from his force, sufficient and competent help for any field work in connection with the project which the Owner may require. The Contractor shall employ diligence and care in protecting all points and stakes approved by the Owner or his representative. The Contractor shall be responsible also for the failure to follow stakes given him by the Owner or his representative as well as failure to conform to other direction or instructions of the Owner, and shall rectify any work which does not conform to the Owner's directions, at his own expense.

11. REPORT ERRORS AND DISCREPANCIES:

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality or errors or omissions in plans or in the layout as given by said instruction, it shall be his duty to immediately inform the Owner, in writing, and the Owner shall promptly verify the same. Any work done after such discovery until authorized, will be done at the Contractor's risk.

12. INSPECTIONS:

All work and materials shall be open to the inspection, acceptance and rejection of the Owner or his duty authorized representative at all times. The Contractor shall give the Owner reasonable and necessary facilities for inspection, even to the extent of taking out portions of finished work, if the work is found satisfactory, the cost of taking out and replacement will be paid by the Owner.

13. DEFECTIVE WORK OR MATERIALS:

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract, as herein prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Owner and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the Owner as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove them from the site. If the Contractor shall fail to replace any defective work or materials after reasonable notice, the Owner may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor. It is further expressly agreed that the granting of any progress certificate, the signing of any periodic estimate, or the payment of any money hereunder shall not be considered an acceptance of all or part of the work and shall in no way lessen the liability of the Contractor to replace defective work, though the same may not have been detected prior to the time that such money was paid. All periodic estimates are to be made merely on approximate quantities and shall be subject to correction at the time or before final estimate or final payment is made. However, nothing in this Contract shall be construed to mean that the Owner waives or forfeits any right it or he has or had to later complain about defective materials or workmanship.

14. INDEMNITY:

The Contractor shall indemnify, protect and save harmless the Owner and their officers and agents, from all suits or claims of every name or description brought against the Owner or its officers and/or agents for on account of any loss, injuries or damages to persons or property received or sustained by any person or persons, or from the Contractor, his servants or agents in or on account of work done under the Contract or extension of, or additions thereto, whether caused by negligence or in consequence of any negligence in guarding the same, or by or account of any improper materials used in its construction or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to him under this agreement as shall be considered necessary by the Owner, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence that that effect has been furnished to the satisfaction of the Owner.

15. SETTLEMENT FOR WAGES AND MATERIALS:

If at any time during the progress of said work, said Contractor shall fail or neglect to pay for any labor performed, transportation charges, materials furnished, or tools, machinery, appliances, fuel, provisions or supplies of any sort of kind used or consumed in, upon, or on account of said work, for ten (10) days after payment for same shall become due, then the Owner shall have the power to pay for such labor, or for such transportation charges, materials, tools, machinery, appliances, fuel, provisions or supplies, and the amount so paid shall be retained out of the money due or to become due to said Contractor, and said Owner may refuse to make the payment hereinafter mentioned to the extent of such indebtedness until satisfactory evidence in writing has been furnished and said indebtedness has been discharged.

16. RISK:

The Contractor shall take all responsibility of the work and shall bear all losses resulting to him on account of the amount and character of the work, because the nature of the land in or upon which the work is done is different from what is assumed or expected or an account of weather, floods, or other causes.

17. ORDERS AND DISCIPLINE:

The contractor shall at all times enforce strict discipline and good order among his employees and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to him, or who the Owner may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the Owner, and shall not again be employed on the work site without the Owner's written consent.

18. CLEANUP:

The Contractor, on completion of the work, or significant parts thereof, shall put the site in a clean, orderly, usable manner free of construction debris, temporary structures, unnecessary materials or equipment, irregularities in ground grades or other project related conditions. The cost of such clean-up and removal shall be part of the Contract and shall in no way entitle the Contractor to additional fees or payments. Final payment will be withheld until such times are completed to the satisfaction of the Owner.

19. UNCLASSIFIED WORK:

In case any work shall be required to be furnished whether specified herein or indicated on the plans or not, or whether or not such work is typical work listed in the proposal which is in the opinion of the Owner, not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will if ordered by the Owner do and perform such work and furnish such materials as may be required. If possible, an agreement as to the cost and payment for said additional work will be reached and agreed upon by the Owner and Contractor. In the event of failure to reach such satisfactory agreement, the Contractor may be ordered by the Owner to proceed with such work and furnish such materials on a cost plus basis, on which basis the Contractor shall receive the cost of any materials which he may be required to purchase plus ten percent (10%) and the cost of any labor which may be required to supply plus twenty percent (20%). The (10%) and (20%) of such net costs are for profit, the use of the plant, tools, superintendence, overhead costs, and all other expenses incidental to the performance of such work and the furnishing of such materials, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any materials which in part of in whole is, in the opinion of the Owner susceptible of classification under such schedule which work of material shall be paid for in part of in whole as the case may be, at the Unit Price given in such schedule, except as herein otherwise expressly provided.

In case any work or material is required to be done or furnished under the provisions of this article for cost plus ten percent (10%) and twenty percent (20%) as stipulated above, the Contractor shall at the end of each day, during the progress thereof, furnish to the Owner daily time slips showing the names and/or number of each workman employed thereon, the character of work his workmen are doing and the wage paid or to be paid therefore. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for the actual prices therefore. Such daily time slips and memoranda shall not, however, be binding upon the Owner and if any questions or disputes shall arise, as to the correct cost of such work or material, the determination of the Owner upon such question or dispute shall be final and conclusive.

20. UNAVOIDABLE DELAYS - EXTENSION OF TIME:

If the Contractor shall be delayed in the performance of the work from any natural or unavoidable cause or for which the Owner or his authorized representative is responsible, he shall, upon written application to

the Owner at the time of such delay, be granted such extension of time as the Owner shall deem equitable and just.

21. EXPEDITING WORK:

A. Correcting Imperfections

If the Owner shall, at any time be of the opinion that the Contractor is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Owner shall have the power, and it shall be his duty to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

B. Owner May Do Part Of Work

Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment, and materials on parts of the work for the purpose of carrying on such parts of the work and the costs incurred by the Owner in carrying on such parts of the work shall be payable by the Contractor and such work shall be deemed to be carried on by the Owner on account of the Contractor, and the Contractor shall be allowed therefore, the contract price. The Owner may retain the amount of the cost of such work, with seven percent (7%) added for any such sum or sums due to become due the Contractor under this agreement.

22. ACCEPTANCE:

The Owner shall inspect the work for acceptance within ten (10) days of receipt of written notice from the Contractor that he is ready for such inspection. The listing of items to be completed on a "Certificate of Substantial Completion" or "Punch List" does not constitute a final acceptance of the work and the Contractor shall not submit a final billing on that basis.

23. INSURANCE:

The Contractor shall comply with the laws of the State of which the work is performed regarding employment and payment of employees, and shall maintain insurance satisfactory to the Owner to protect both himself and the Owner from claims under workmen's compensation acts and from any other damages for personal injury, including death's, which may arise from operations under this Contract, whether such operations by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filled with the Owner and shall be subject to his approval for adequacy of protection.

The Contractor shall furnish the Owner Certificates of Insurance evidencing such protection. The Contractor shall provide and maintain Workmen's Compensation Insurance for all of his employees employed at the site of the work; Public Liability and Contingent or Protective Insurance as shall protect himself and the Owner from any and all claims that may arise from damage for personal injury, including accidental death as well as for claims for property damage which may arise from operations under this Contract. The amount of such insurance shall be as follows: Builders Risk in the same amount as the total Contract Price; Public Liability in an amount not less than \$250,000.00 for any one injury and not less then \$500,000.00 for any one accident; Property Damage not less than \$100,000.00 as a result of any one

accident and no less than \$300,000.00 for damage during the term of the policy. The Contractor shall also provide and maintain Automobile Public Liability and Property Damage Insurance such as shall protect him from bodily injury liability for not less the \$250,000.00 for any one person and not less than \$500,000.00 for any once accident and property damage not less than \$100,000.00.

The Contractor is advised that the Owner is not liable for the safety, security, or condition of his equipment or materials.

All insurance shall be enforced for the duration of the project.

24. TIME AND RESPONSIBILITIES:

The work under this agreement shall be inspected by the Grand Haven Charter Township, Public Services Department, 13300 168th Avenue, Grand Haven, Michigan 49417, herein called the Owners. The Contractor shall be responsible to the Owner for proper execution of said agreement. The Contractor shall notify the Owner, in writing, of concerns about their ability to conform to work progress schedules outlined at the pre-construction or any other work related items in ample time to avoid unnecessary delay or alterations to the Contract.

25. DAMAGES FOR NONCOMPLETION:

The owner shall withhold an amount of not less than Three Hundred Dollars (\$300.00) per day for each day of suitable working weather, except for Sundays and legal holidays, that the Contractor exceeded the specified dates for completion of each section of the work as compensation for liquidated damages and additional costs suffered by the Owner due to the Contractors failure to complete the work as specified in Information For Bidders, Schedule of Work.

26. GUARANTEE:

The Contractor shall guarantee all materials, equipment, and workmanship against defects for a period of one (1) year from the date of final acceptance. Any failure of materials during this period shall be removed and completely replaced and guaranteed for one year at no additional cost to the Owner.

27. CONTRACTOR COORDINATION:

The Contractor shall make every effort to coordinate every aspect of his work with that of other contractors on the site to assure an efficiently managed and proper installation. Special attention shall be given to the coordination of utility service installation and related construction.

28. COMPLETION DATE:

Completion date for this project shall be no later than November 30, 2015. Concerns regarding meeting of this date may be address as provided in Section 24 of the General Conditions entitled "Time and Responsibilities".

29. UNIT PRICE WORK

All of the work shall be considered to be unit price work. Initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the agreement. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of

comparison of bids and determining an initial contract price. Determination of the actual quantities and classifications of unit price work performed by the contractor will be made by the owner based on project review and/or documentation provided by the contractor.

TECHNICAL SPECIFICATIONS

1. GENERAL SITE CONDITIONS

A. Maintenance of Survey Information

The Contractor shall be responsible for maintaining all property line information, elevations, benchmarks and general site information provided or approved by the Owner. Survey information lost or displaced or in any way disturbed through neglect or any construction activity by the Contractor or any of his employees or representatives shall be restored by the Contractor at his expense.

B. Layout and Staking

The General Contractor shall be responsible for layout staking, grade staking and for getting approvals for all work for himself and/or his sub-contractor(s). The Contractor shall provide on-site assistance for any work specified to be laid out by Grand Haven Charter Township. The Contractor shall be responsible for any additional staking required for field adjustments by Grand Haven Charter Township.

C. Sub-Contractor(s) Layout Verification

Each sub-contractor shall verify layout stakes, grades, and other information as it pertains to his particular work and report any errors or inconsistencies to Grand Haven Charter Township before commencing work. Starting work shall imply his acceptance and willingness to correct any errors at his expense.

D. Protection of Existing Features

The Contractor shall save and protect, to the highest degree possible, all areas and features of the site that are not identified as construction items. Unnecessary disturbances or damage shall be considered the responsibility of the Contractor for complete restoration at no additional expense to the Township.

E. Material Testing

The Township reserves the right to sample and test any of the materials required for the proposed construction, either before or after delivery to the project and to reject any material represented by any sample, which fails to comply with the minimum requirements, specified. The contractor shall furnish all materials reasonably required for sampling testing analysis necessary for the testing of materials as required by these specifications. The Township shall pay for the cost of the above described testing.

F. Miss-Dig

The Contractor shall be responsible for notification to MISS DIG, one number utility alert (1-800-482-7171), for the location of public utility service lines or where digging or deep excavations operations could disturb or sever such lines. The Contractor shall pay for all repairs, restoration and damages resulting from failure to properly fulfill such notification and location requirements.

2. REMOVAL ITEMS

A. Description

This work shall consist of the complete removal of all items called for in the plans and specifications or as otherwise implied in a safe manner creating as little disturbance possible.

All areas indicated for construction of any kind shall be cleared of any debris, undergrowth, weeds, stumps, roots and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material indicated to be saved by the Township shall be given special protection as specified.

B. Protection of Items to Remain

Extreme care shall be utilized when removing any item adjacent to structures, utilities, paving, vegetation or any item not indicated for removal or relocation. These items shall be properly protected as required to keep them from damage or other disturbances of any kind during the course of the work.

Care shall be taken to work from open areas when working around plants that are to be saved to avoid unnecessary soil compaction and other damage that might occur. Only hand methods shall be utilized for removal of roots and debris under the drip line of the trees that are to remain.

C. Plant Damage Compensation

Damage inflicted to any tree or plant material by the Contractor shall be compensated for at a rate established by the American Society of Consulting Arborists, Inc.

D. Removal Responsibility

All debris, trees, stumps, or soil to be cleared and removed from the project area shall be disposed of off site at an approved disposal area at the arrangement and expense of the Contractor. No material will be stockpiled on site for future disposal nor will any excavation area be left in unsafe or unsightly condition at days end. The Contractor will be responsible for all transportation and disposal fees associated with this work. Burning of cleared, grubbed or construction waste materials is not permitted on the Owners property.

E. Clearing, Brushing and Tree Removal

The contractor shall perform all clearing, brushing and tree removal required for the proposed construction. Clearing shall be confined to the limits of the project easements unless otherwise directed and shall be kept to a practicable minimum.

Trees marked "Remove" on the plans or in the field shall be taken down and removed from the projects limits in a manner that does not endanger the adjoining property or persons or traffic. Remaining stumps shall be removed. Stump grinding will not be permitted. All stump removal, including those that may be buried, is incidental to the project.

Selective pruning of trees will be permitted to allow operation of the Contractor's equipment. Trees shall be pruned neatly, and the scares from pruning or other damage by the contractor's equipment shall be covered with a preservative.

3. EARTHWORK

A. Description

The work consists of all work as called for by the plans and/or proposal form and may include: rough and finish grading to approved grade stakes; excavation of organic or unstable soils; excavating, stockpiling

and redistribution of topsoil; placement of sand base for construction items not covered by sub-contractors; placing and grading supplemental topsoil; and all other grading and excavation operations, unless otherwise called for in the plans and specifications, all in conformance to Act 347, Soil Erosion and Sedimentation Control, as locally administered and enforced.

B. Stripping Topsoil

Topsoil in areas that are to be graded shall be stripped to the depth designated and stockpiled in an area approved by the Owner outside of the construction work areas. Stockpiles shall be graded and shaped to insure proper drainage and minimize wind erosion.

C. Removal of Unsatisfactory Materials

All organic, unstable or otherwise unsatisfactory soils shall be excavated to stable soil and replaced with and approved sand or gravel compacted as specified.

D. Placing fill

During grading and filling operations, all fill shall be placed in ten inch (10"), or less, layers and compacted by operating heavy track or rubber-tired equipment over it. Vibratory compaction shall also be permitted.

E. Grade Tolerance

All earthwork grading shall be within one inch (1" or 0.0833') of the elevations called for on the plans or stakes. All pavement grading shall be within one-quarter inch (1/4" or 0.021') of the elevations called for in the plans or stakes. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gently, rounded gradients.

F. Compaction of Soil

Soil compaction for all graded fill materials shall be at least 95% ASTM D 1557 or Proctor Density and shall be achieved under optimum moisture conditions unless otherwise specified.

G. Fill Materials

Fill and backfill materials shall be MDOT Class II or approved clean, porous granular material free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen material, vegetation or other deleterious matter.

H. Sub base Materials

Sub base material shall be the specified properly graded mixture of natural or crushed gravel, crushed stone, crushed slag or natural processed sand that will readily compact to the required density and remain in that state under normal conditions.

I. Maintenance of Graded Areas

Recently completed sub and finished grade work areas shall be protected from erosion, traffic, and accumulation of debris. The Contractor shall scarify, re-grade and otherwise restore settled, eroded, and/or rutted areas to the specified grades and approval of the Owner.

J. Topsoil

Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth. It shall be reasonably free from subsoil and stumps, roots, brush, stones (2-inches or more in any dimension), clay lumps or similar objects. Existing vegetation including brush and noxious weeds shall be removed from the soil surface and disposed of prior to stripping of the topsoil. Ordinary sod can be thoroughly broken up and intermixed with the soil during handling operation. Topsoil shall be classifiable as a loam, silt loam, silt clay loam, or clay loam, as determined from the Bureau of Plant Industrial Soils and Agricultural Engineering, USDA triangular soil texture chart. The topsoil, unless otherwise specified or approved, shall have a ph range of approximately 5.5 to 7.5, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall not be less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction) test.

Prior to obtaining additional material to be used for topsoil, the Owner shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine the depth to which stripping will be permitted. At this time, the Contractor shall be required to take representative soil samples from several locations within the area under consideration to the proposed stripping depth for test purposes as specified above, and shall have them professionally tested by a laboratory approved by the Owner prior to approval of the soil.

K. Excess Dirt

Excess dirt shall be the property of the owner and shall be disposed of by the contractor as directed by the owner.

L. Restoration

After construction is completed all disturbed areas, including adjacent cut and fill areas as required to blend into existing grades, shall be repaired using 4" of topsoil and seed, reseeding will not be required.

When approved by the Township, the existing topsoil may be salvaged and reused.

4. BITUMINOUS CONCRETE PAVING

A. Description

This work shall consist of the placing of bituminous concrete as called for in the plans, specifications and/or details.

B. Weather Limitations

Apply bituminous prime and tack coats only when the ambient temperature in the shade is above 50 degrees Fahrenheit and when the temperature has not been below 35 degrees Fahrenheit for 12 hours immediately prior to application. Also, do not apply when the base surface is wet or contains an excess of moisture, which would prevent uniform distribution and the required penetration.

Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees Fahrenheit, when the underlying base is dry, and when weather is not rainy. Base course may be placed when air temperature is not below 30 degrees Fahrenheit and rising, and when acceptable to the Owner.

C. Grade Control

The Contractor shall be responsible for establishing grade and providing adequate drainage of all bituminous surfaced areas as necessary to the satisfaction of the Owner. Finish grade shall be determined by matching existing grade on either side of the proposed roadway and parking area. Finished bituminous pavement centerline grade shall be no greater than 1½" above finished bituminous edge unless approved by the owner. Fall across the finished bituminous pavement within the parking area(s) shall be no less than 1½ inches per 100 feet

D. Materials

Where there is conflict in these specifications, the current MDOT Standard Specifications For Construction shall apply.

Bituminous base material shall consist of no less than 6" of MDOT 22A gravel and/or crushed concrete across the entire width and extending 24 inches beyond the finished bituminous surface. Existing crushed concrete base shall be augmented with 22A gravel as necessary to provide a 6" minimum base. Compaction for this concrete/gravel base shall be at least 95% ASTM D 1557 or Proctor Density and shall be achieved under optimum moisture conditions unless otherwise specified.

The bituminous mixture shall be 13A and the material shall consist of 240 lb/s.y., and may be placed in one lay. Bituminous Mixtures shall conform to the requirements of the current Michigan Department of Transportation's Standard Specifications for Construction and as noted herein

Bituminous Mixtures shall be prepared in a bituminous mixing plant which has been pre-qualified by the Michigan Department of Transportation or as approved by the Owner and shall be in accordance with the current Michigan Department of Transportation's Standard Specifications for Construction.

E. Equipment

Equipment to be used for placing bituminous pavements shall conform to the requirements of the current Michigan Department of Transportation's Standard Specifications for Construction. All bituminous mixture shall be placed with a paver. A spreader box will not be permitted.

F. Construction Methods

Construction methods to be used for placing bituminous mixtures shall conform to the requirements of the current Michigan Department of Transportation's Standard Specifications for Construction, except as noted herein.

PROJECT LOCATION AND SITE PLAN

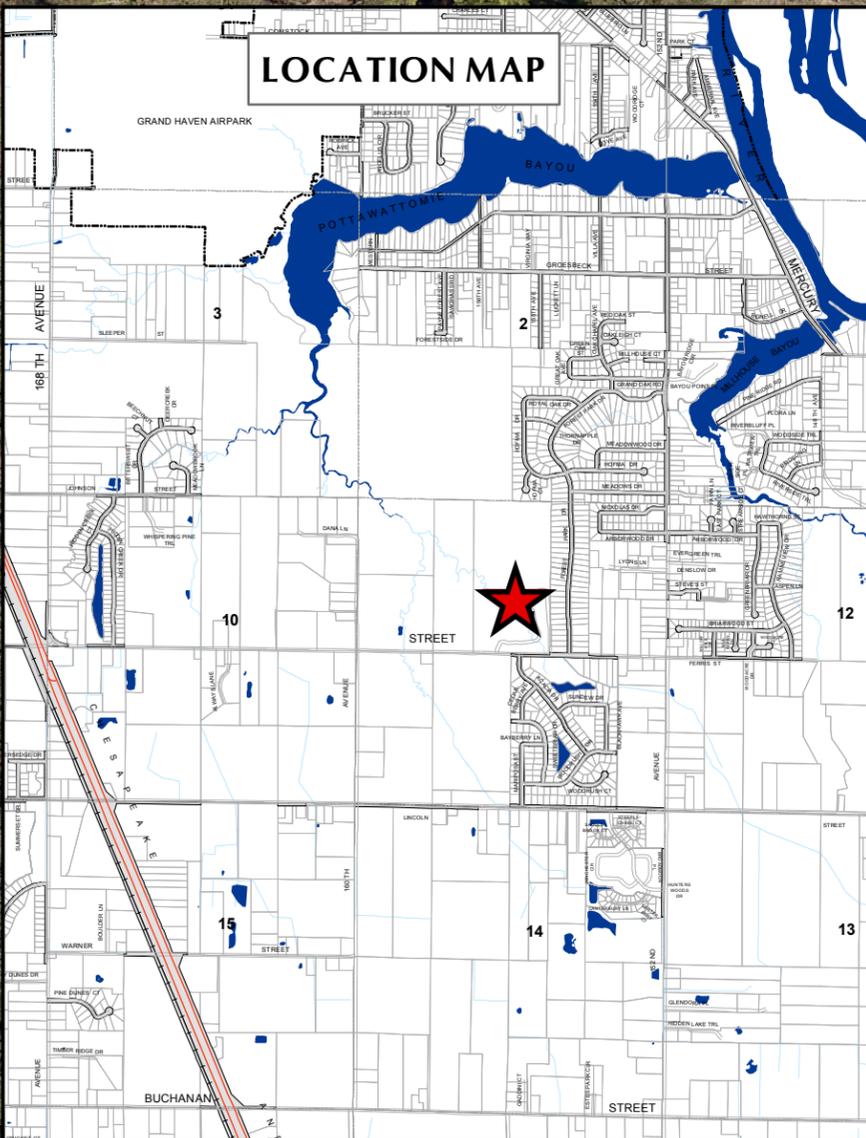
GRAND HAVEN CHARTER TOWNSHIP
Proposed Hofma Park Parking

Driveway - 300' x 15'

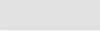
Parking - 270' x 24'
(Includes 20-foot spaces and 4-foot walkway)

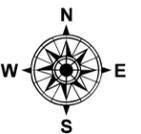
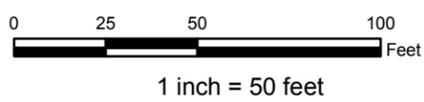
Parking - 270' x 20'
(Includes 20-foot spaces)

Remove Existing Exit



Legend

-  New Proposed Drive
-  New Proposed Parking Area
-  ParkDrives



Sources:
 Grand Haven Township Community Development Dept.
 Ottawa County GIS - 2014
 Revision Date: 8/20/2015 12:19:09 PM
 Printed: 2/13/2015
 FilePathName: \\FILESERVER\Digital Data\GIS\Internal_GIS\1-VerBerkmoes\2015\2015-08-02_Hofma Park I
 Note: Data is subject to change. GHT does not guarantee the accuracy of this map.



Coordinate System : NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl

PROJECT SPECIFICATIONS

1. CUT AREA(S)

Remove organic material(s) throughout project including, but not limited to:

- I. Cut material until solid sub-base is created, or until approved by the owner.

2. FILL AREA(S)

Fill as necessary to meet proposed finished grade requirements.

3. BRUSHING AND TREE REMOVAL

Remove scrub, brush and trees smaller than or equal to 12-inches in diameter. Maintain 'old growth trees' through project whenever possible. The removal of trees larger than 12-inches shall be approved prior to removal.

4. ROLLED BITUMINOUS CURBING

Complete preparation for and installation of Rolled Bituminous Curbing along one side of proposed roadway as directed by the owner, where elevation changes (hills, valleys, etc.) may cause washouts to occur during storm events. Rolled Bituminous Curbing shall meet the current requirements of the Ottawa County Road Commission's Construction Requirements For Subdivision Street And Roads.

LIST OF SUBCONTRACTORS

LIST ALL SUBCONTRACTORS: To be completed as part of Bid Proposal.

Name of Subcontractor	Type of Work	Amount

PROPOSAL FORM

GRAND HAVEN CHARTER TOWNSHIP
OTTAWA COUNTY, MICHIGAN

_____, 2015

Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

The undersigned vendor has carefully examined the specifications for the Cemetery Site Construction, Grand Haven Charter Township, Michigan, as prepared by Grand Haven Charter Township, and, having carefully examined the sites, completely familiarized himself/herself with the local conditions affecting the cost of the work; hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus, and all other means of construction, do all the work, and furnish all materials called for by said specifications, and will accept as full and complete payment therefore the Base Amount which is the summation of the cost of the items of work and is equal to the sum of the extension of the unit prices in the amount of:

_____ Dollars and
_____ Cents (\$ _____)

The undersigned bidder also agrees to reduce or add to the amount of his Base Amount under this Proposal for any items deleted or added, these additions or deletions based on the following Base Bid unit prices.

Item No.	Description	Quantity	Installed Price	Unit	Total
Hofma Park Additional Soccer Parking					
1	Complete site preparation, grading, and removals for site area including: stripping and stockpiling of existing materials; rough finish grade, redistribution, spreading and finished grading to topsoil; complete per plans/specifications and/or site staking.	1	Lump Sum		\$ _____
2	Complete preparation for and installation of 6" MDOT 22A gravel base for bituminous paving complete per plans/specifications and/or site staking.	250 Cu. Yds.	\$ _____ /Cu. Yd.		\$ _____
3	Complete preparation for and installation of MDOT 13A bituminous paving of parking area and drives complete per plans/specifications and/or site staking.	345 Tons	\$ _____ /Ton		\$ _____
4	Complete preparation for and installation of bituminous rolled curb.	20 Linear feet	\$ _____ /Lin Ft.		\$ _____
5	Tree removal (6"-12" Diameter)	20	\$ _____ Ea.		\$ _____
6	Tree removal (< 12-inches Diameter – if required)	1	\$ _____ Ea.		\$ _____
7	Complete preparation for and installation of fill material as required.	300 Cu. Yds.	\$ _____ /Cu. Yd		\$ _____

The undersigned agrees as follows:

To do any extra work not covered by the above schedule of prices, which may be ordered by Grand Haven Charter Township, and to accept compensation therefore as provided in Section 19 of the General Conditions entitled "Unclassified Work".

Begin work as soon as possible after the contract is executed and perform said work in such a manner as to complete it in accordance with Section 18 of the Information to Bidders.

The undersigned acknowledges the right of the Owner, Grand Haven Charter Township, to accept or reject any proposal or part of any proposal submitted.

CONTRACTOR'S SIGNATURE

Contractor Telephone

Business Address City Zip Code

Signature and Title Date

Community Development Memo

DATE: August 20, 2015

TO: Township Board

FROM: Stacey Fedewa, Planning & Zoning Official

RE: Dangerous Building Hearing – Stickney Ridge Carport

BACKGROUND

In March 2015, the Township received a complaint that a dangerous building existed at 15031 Stickney Ridge, Parcel No. 70-03-32-131-021. The 0.1 acre parcel contains a carport that was constructed in the 1920's.

The parcel is owned by the Central Highland Park Association (“Association”), and contains one carport structure, which is comprised of 17 stalls.

GIS Location Map



CASE SUMMARY

1. **November 2014** – The Central Highland Park Association obtained a building permit for a “minor repair” to replace three posts and footings of the existing carport.
2. **March 2015** – Township received a complaint of a possible dangerous building. Staff visited the site and confirmed the structure appears to be dangerous.



Between March and May, staff had many discussions with the Association's President and Treasurer. From these discussions pertinent information was received:

- a. The Association's insurance company revoked the liability insurance for this structure in September 2014.
- b. The structure is supporting a large critical dune. Essentially the rear wall is acting as a pseudo retaining wall. Therefore, any contour change will require the Association to obtain a DEQ permit, which will require the dune be stabilized.
- c. Cost will play a significant role in this case. According to the Association, costs for this project were:



- i. \$35,000 to repair the existing structure (*i.e. continue the replacement of posts and footings*).
- ii. \$90,000 to obtain a DEQ permit, reconstruct the carport to meet the current building code, and install a retaining wall to stabilize the dune.

3. **May 2015** – The Association requested the Township proceed with a Dangerous Building Hearing (“Hearing”), and receive a demolition order.
4. **June 9, 2015** – The first Hearing was held. The Dangerous Building Hearing Officer (“Officer”) reviewed the criteria outlined in the Ordinance and deemed the structure to be dangerous.

During this Hearing, it was evident that some residents want to demolish the structure, and the others want it saved. Keeping that in mind, the Officer's determination letter provided an opportunity for any resident to submit an actionable plan. Sixty days was provided to submit such a plan.

5. **July 2015** – The Association contacted staff and explained they had uncovered 1950 meeting minutes, which stated certain carport stalls were purchased by property owners and some hold legal title to the space (*i.e., some own carport stalls, and others rent*).

6. **August 11, 2015** – The second Hearing was held. During the previous 60 days staff did not receive an actionable plan from any resident within Stickney Ridge. The Officer found that a compromise between the Association and certain stall owners was not practical. The determination letter stated there was non-compliance with the June 2015 order, and therefore, the matter must be sent to the Township Board for an enforcement hearing.

PERTINENT LEGAL INFORMATION

In light of the information that certain residents hold title to carport stalls, staff and the Officer decided to meet with Attorney Fisher. The **Attorney advised if the Township Board affirms the Officer's order they should maintain the option for the structure to be demolished, or otherwise made safe.** If the Board required one, or the other, then in essence the Board is determining which party “owns” the structure.

Even though the Ordinance directs responsibility for the correcting the dangerous building on the party whose name appears on the last local tax assessment record (*Central Highland Park Association*); because the Township has knowledge that certain residents hold title to carport stalls we are advised to err on the side of caution and maintain two options for a solution to the dangerous building (*demolish or make safe*).

TOWNSHIP BOARD OPTIONS

The Board has the following options available:

1. **Affirm the Hearing Officer's Order.** The order directed the structure be demolished, or otherwise made safe. In which case, one of the following avenue's can be pursued:
 - a. Proceed with the mandatory 60 day compliance (*i.e., October 23rd*) as prescribed by the Ordinance.
 - b. Establish a different deadline for compliance with the order.
2. **Modify the Hearing Officer's Order.** The Board must determine the modifications. The information would then be served upon the Association.
3. **Disapprove the Hearing Officer's Order.** Pursuing this action will result in a finding the structure is not dangerous, thus permitting the building to remain. The Association would not be required to pursue further action to demolish, or otherwise make the structure safe.

The Board will have to make a decision on how to proceed.

The motion will require a roll call vote.

Please contact me prior to the meeting with questions or concerns.

Mr. Karl French, Grand Haven Charter Township Supervisor
Mr. Bill Cargo, Grand Haven Charter Township Superintendent
Ms. Stacey Fedewa, Grand Haven Charter Township Planning and Zoning Administrator
Mr. Larry Heins, Grand Haven Charter Township Code Enforcement Officer

RE: GRAND HAVEN CHARTER TOWNSHIP
DANGEROUS BUILDING HEARING
Tuesday, June 9, 2015, 7:00 p.m.
Regarding Parcel #70-03-32-131-021

To All Interested Parties:

The above Hearing was held at the Grand Haven Charter Township Hall. As the Hearing Officer at this meeting, I explained the purpose of the meeting concerning the Dangerous Building status of the structure located on Parcel # 70-03-32-131-021.

Members of the Central Highland Park Association were in attendance as well as Ms. Stacey Fedewa, Planning and Zoning Official, Mr. Larry Heins, Code Enforcement Officer and Mr. Raymond Nelson, Hearing Officer, all of Grand Haven Charter Township.

Mr. Heins outlined the problems and concerns the Township has regarding the building located on this property and owned by the Central Highland Park Association. The Central Highland Park Association President, Mr. Jim Borg, outlined the steps they have taken to make the structure compliant.

After listening to several members of the Association, it became very obvious that they do not all agree on how to bring this structure in compliance with DEQ regulations, as well as the building codes of Grand Haven Charter Township. Therefore, it is my decree that any of the interested parties may submit their plan for doing this. Their plan must meet the following criteria to be considered:

1. They must have agreement of the majority (51%) of the members of Central Highland Park Association.
2. Their plan must meet the requirements of the Michigan DEQ.
3. Their plan must meet the requirements of Grand Haven Charter Township's current building codes.

It is my order that any party that is going to submit a plan provide a progress report within thirty (30) days of the hearing to Ms. Stacey Fedewa, Planning and Zoning Official. Further, sixty (60) days from the hearing date, a final plan must be submitted to Grand Haven Charter Township at which time, there will be another hearing on or about August 11. The exact time and date will be posted on the structure ten (10) days prior to the hearing.

In the event that no one submits a workable plan to bring the structure into compliance as outlined above, it is my decree that Grand Haven Charter Township take the necessary steps to demolish the structure or whatever steps they feel are necessary to make it safe in accordance with the Dangerous Building Ordinance. All costs incurred will be passed on to the property owners per Michigan law.

Respectfully Submitted on June 11, 2015

A handwritten signature in cursive script that reads "Raymond F. Nelson".

Raymond F. Nelson
Dangerous Building Hearing Officer for Grand Haven Charter Township

13300 – 168th Avenue
Grand Haven MI 49417
August 12, 2015

Mr. Bill Cargo, G. H. Charter Twp. Manager
Mr. Carl French, G. H. Charter Twp. Supervisor
Ms Stacy Fedewa, G. H. Charter Twp. Planning and Zoning Official
Mr. Kevin French, G. H. Charter Twp. Code Enforcement Officer
Grand Haven Charter Township Board

Ladies and Gentlemen:

Enclosed is a copy of the report of findings and order in regards to the dangerous building located on the North side of parcel 70-03-32-131-021.

Because the Central Highland Park Association is in non-compliance, pursuant to Section 5.5 of the Dangerous Building Ordinance, I am providing the aforementioned documents within five (5) days of non-compliance (August 11, 2015) and requesting that the Township Board take the necessary action to enforce or modify the order.

A copy of this letter and the order will be forwarded to the Central Highland Park Association by certified mail, return receipt requested.

As the Dangerous Building Hearing Officer (pursuant to Section 6 of the Ordinance), I am requesting an Enforcement Hearing be held with the Township Board to either enforce or modify this order. This hearing is scheduled for August 24, 2015, at 7:00 p.m.

Sincerely,



Raymond F. Nelson
Dangerous Building Hearing Officer

cc: Central Highland Park Association

RE: G. H. Charter Twp. Dangerous Building Ordinance Hearings held on June 9, 2015, and August 11, 2015. Parcel 70-03-32-131-021

At the June 9, 2015, hearing, I declared the North parking building to be dangerous and gave all parties sixty (60) days to present a plan to bring the building into compliance with the G. H. Twp. Building Code and the DEQ requirements.

I stated any member, not just the Board, could do this. However, they must have 51% of all members. No one elected to do this.

On August 11, 2015, a second hearing was held at which time the president of the Central Highland Park Association Board said they do not have the money to either demolish the building or bring it up to code. Therefore, the president said it is the township's choice. One member of the association does want to preserve the building. However, he does not have a majority of the members to support him.

I ruled that the building located on the North side of parcel 70-03-32-131-021 is in fact a dangerous building and must be made safe or torn down and removed from the site.

I also advised that I will publish my findings and present it to the Grand Haven Charter Township Board on August 24, 2015, at 7:00 p.m.

Respectfully Submitted on August 12, 2015,

A handwritten signature in cursive script that reads "Raymond F. Nelson".

Raymond F. Nelson
Dangerous Building Hearing Officer

CENTRAL HIGHLAND PARK ASSOCIATION
GRAND HAVEN, MICHIGAN 49417

TO: Grand Haven Charter Township Board

FROM: Central Highland Park Association Board of Directors

RE: Dangerous Building Hearing, Township Board Meeting, August 24, 2015

EXECUTIVE SUMMARY

As President of the Central Highland Park Association (CHPA) and at the request of the CHPA Board of Directors, I am submitting an Executive Summary of the events that have led up to the Dangerous Building Hearing before the Grand Haven Charter Township (GHCT) Board on Monday, August 24, 2015.

August, 2014 the CHPA received notice from our insurance carrier that repairs were needed on the North Garage structure located on Stickney Ridge Road to retain liability insurance coverage. The CHPA immediately launched a contractor search, but due to the lack of availability of competent contractors we were unable to secure such a contractor.

September, 2014 our insurance carrier notified the CHPA that the North Garage structure, consisting of 17 garage stalls, would no longer have liability and property damage coverage.

October, 2014 a CHPA member, who is a licensed general contractor, agreed to manage the repair of the North Garage structure.

November, 2014, our contractor applied for and was granted a GHCT permit in December, 2014 to repair 2 of the 17 stalls. The CHPA Board agreed to repair two stalls to determine the cost and difficulty in undertaking the repairs.

The repairs proceeded on the two "test" stalls and completed in early January, 2015. GHCT building inspector approved the repairs on January 22, 2015. February, 2015 the CHPA Board approached the membership owners/occupants of the structure to inform them the repair cost and get their approval to move forward with the complete repair of the remaining 15 stalls. The land or property is owned by CHPA and the structure itself is owned by 8 members (out of 40 CHPA cottages). CHPA Board received sufficient number of owner commitments to proceed with the repair of the structure.

March, 2015 our contractor was given approval to proceed with the repairs and applied for a GHCT permit. The permit to repair the remaining 15 stalls was denied by the GHCT Building Department citing that an anonymous person had called GHCT and lodged a complaint of a dangerous building. The GHCT Building Department stated that the approved repairs under the first permit would no longer be sufficient to go forward. CHPA must now meet all current

code requirements, including an engineer's drawings.

In April, 2015 CHPA solicited costs under the new criteria which escalated from approximately \$2,000 per stall to \$6,000-\$8,000 per stall. CHPA Board contacted owner/occupants and determined they were not willing to spend that amount to repair the structure.

April, 2015 the CHPA Board also received bids to demolish the structure and proceeded to research permit requirements, but was told by the GHCT Building Department that it also needed a Michigan DEQ permit since the north wall of the structure held back a critical dune. DEQ declared that in order to receive a DEQ demolition permit CHPA would need to build a retaining wall. The cost of such a retaining wall was estimated to be \$40,000 to \$50,000.

May, 2015 a GHCT Dangerous Building Hearing Notice was posted on the structure for a first hearing to be held on June 9, 2015.

May, 2015 the GHCT Building Department and DEQ agreed that if CHPA would reinforce the north wall of the structure to restrain and stabilize the dune, CHPA could demolish the east and west walls and roof.

May, 2015 a stall owner strongly suggested that if CHPA would demolish the structure, he would bring legal action against the CHPA for destroying his property.

On June 9, 2015 the first GHCT Dangerous Building Hearing was held. In a declaration the Hearing Officer stated that interested parties had until July 9, 2015 to submit a plan to repair the structure meeting both GHCT and DEQ requirements and submit a progress plan by July 9, 2015. He stipulated that any plan have 51% of the **TOTAL** CHPA membership's approval or 21 persons with a final plan submitted by August 9, 2015. Keep in perspective that only 8 cottages are involved in the garages. No party submitted a plan.

On August 11, 2015 a second Dangerous Building Hearing was held. Since no plan was submitted and it was obvious that the parties involved could not agree on how to deal with the situation, the Hearing Officer referred the situation to the GHCT Board.

The CHPA, its Board and the GHCT is exposed to liability claims if anyone is injured or any property is damaged. Not only is the property lacking insurance, it has taken too long to resolve the issue. The structure in its current condition is dangerous.

The CHPA is requesting that GHCT either allow the structure to be repaired to the same standards to which it was built and has stood since the 1920s and be exempted from the current building code. Notwithstanding a variance in the building code, then CHPA requests that GHCT condemn the structure and order it to be demolished, meeting the agreement that the north wall will be reinforced and will be retained to meet DEQ requirements. CHPA and the 8 owners/occupants stand ready financially to accomplish either GHCT decision.

SUPERINTENDENT'S MEMO

DATE: August 11, 2015

TO: Township Board

FROM: Cargo

SUBJECT: Expansion of Existing Landfill – An Amendment to the “Ottawa County Solid Waste Management Plan”

Attached, please find a Resolution that is required to be voted on by all municipalities in Ottawa County and which must be approved by two-thirds of the same (*PA 451, Part 115*).

In brief, Republic Services has requested that the Ottawa County Solid Waste Management Committee amend the siting criteria in the Ottawa County Solid Waste Management Plan for landfill expansion. The Committee convened in 2014 and developed the following amendment to the Solid Waste Management Plan.

These amendments were voted on and **approved** by the Ottawa County Board of Commissioners on June 23, 2015. Specifically, the following amendments were presented:

Page III, Page 55 – Ottawa Solid Waste Management Plan (*changes in “red”*)

1. The active work area for a new **facility landfill** or an expansion of an existing **facility landfill** shall not be located closer than **500 100** feet from adjacent property lines, road rights-of-way, **and 400 feet** from lakes, and perennial streams **or minimum state isolation distances, whichever is greater**.
2. The active work area for a new **facility landfill** or an expansion of an existing **facility landfill** shall not be located closer than 1,000 feet from domiciles or public schools existing at the time of submission of the application.

The result of these aforementioned changes will be that the County’s landfill will have the existing “lifespan” extended from 19 year to an estimated 39 years. (*See attached illustration.*) To support the proposed changes to the County’s Solid Waste Management plan and the proposed expansion of the existing landfill, the following motion can be offered:

Move to approve Resolution 15-08-05 that approves the 2015 Amendment to the Ottawa County Solid Waste Management Plan.

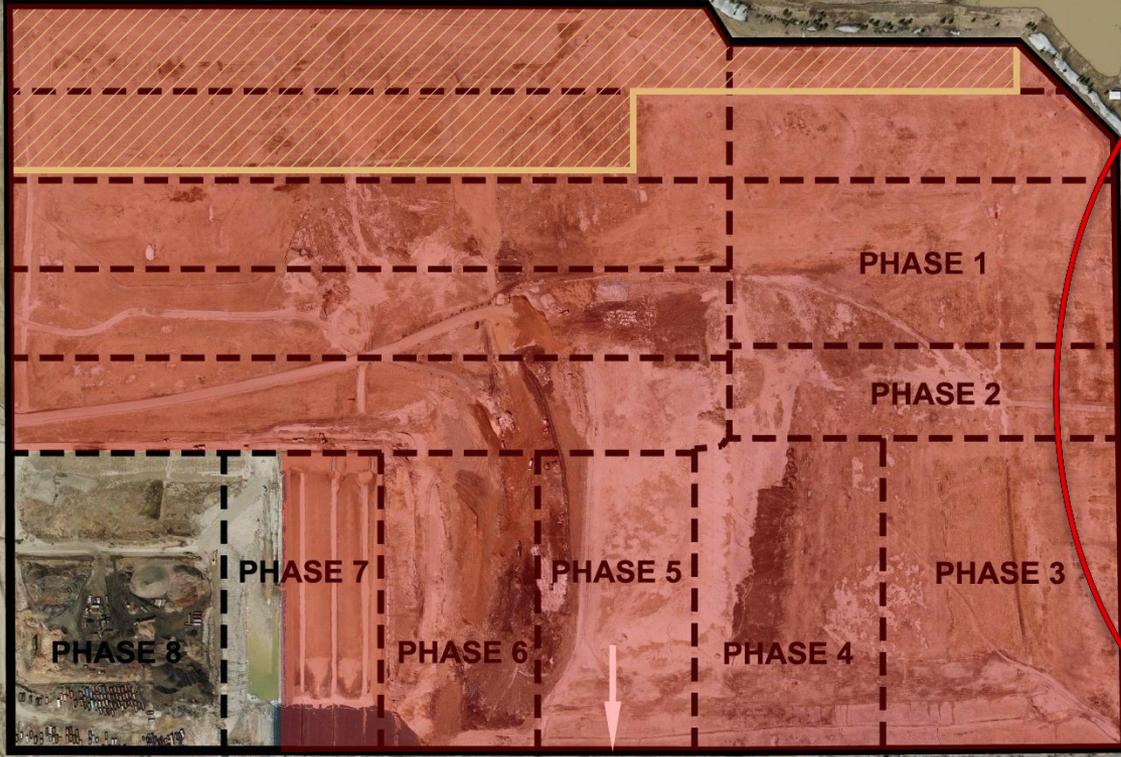
If you have any questions or comments, please contact Cargo prior to the Board meeting.

EXPANSION POTENTIAL

SITE ENTRANCE

I - 96 EXPRESSWAY

68TH AVENUE

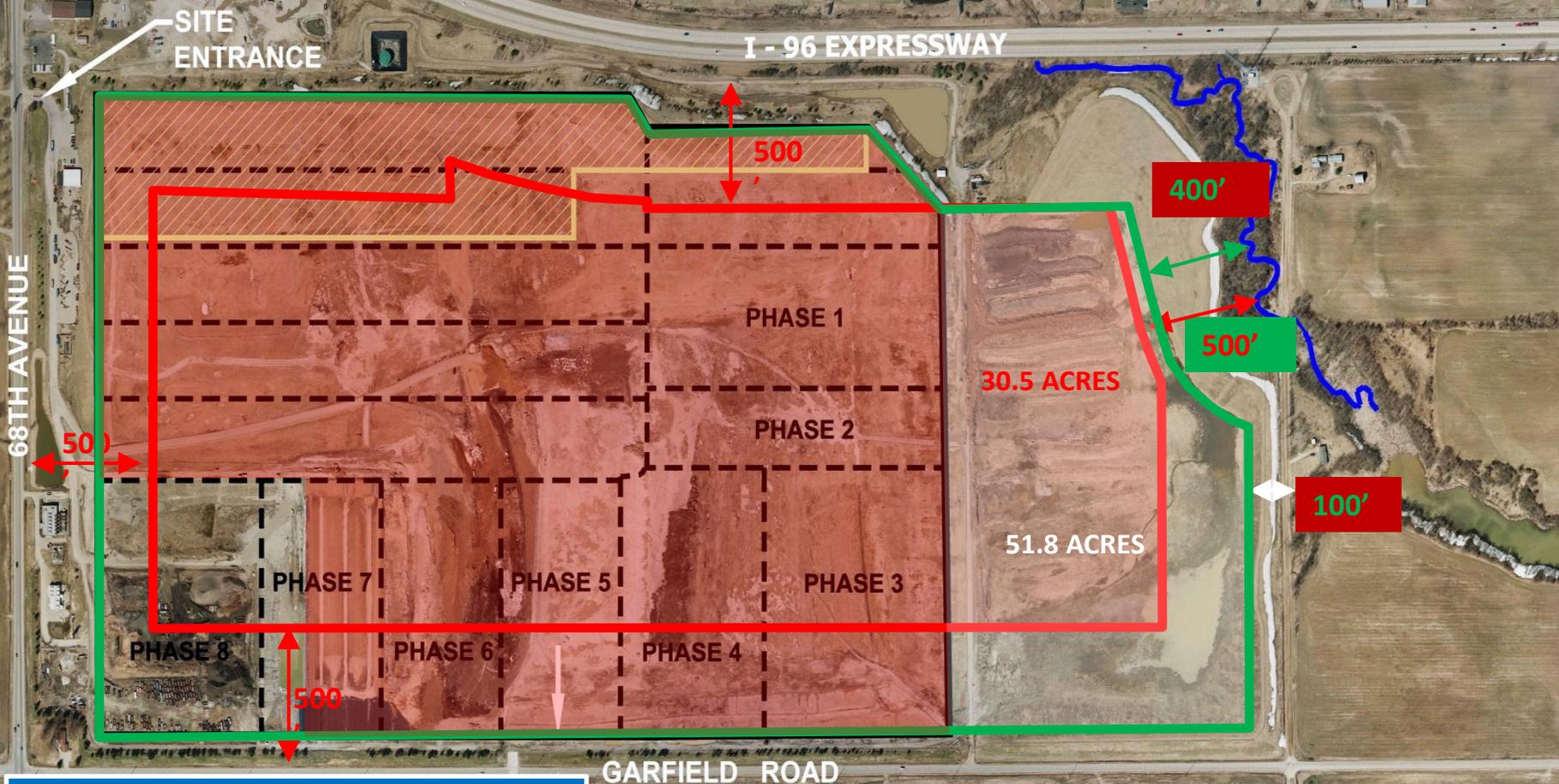


GARFIELD ROAD

100'

TH AVENUE

EXPANSION POTENTIAL



CURRENT SOLID WASTE PLAN

- 30.5 Acre Lateral Expansion
- 13.5 MCY of Additional Airspace
- 19 Years of Additional Life

PROPOSED SOLID WASTE PLAN

- 51.8 Acre Lateral Expansion
- 27.9 MCY of Additional Airspace
- 39 Years of Additional Life

At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 24th day of August 12015, at 7:00 p.m. The meeting was held at the Township of Grand Haven, 13300 168th Avenue, Grand Haven, Michigan.

After certain matters of business had been discussed, Supervisor French announced that the next order of business was the consideration of a resolution to approve an amendment to the Ottawa County Solid Waste Management Plan. Following discussion, the following resolution was offered by _____ and supported by _____:

RESOLUTION NO. 15-08-05

WHEREAS, the Ottawa County Solid Waste Planning Committee has prepared an Amendment to the Ottawa County Solid Waste Management Plan – May 2015; and

WHEREAS, the Ottawa County Board of Commissioners unanimously approved the Solid Waste Management Plan Amendment – 2015; and

WHEREAS, PA 451, Part 115 requires 67 percent of all local units within the County to approve the Plan Amendment; and

WHEREAS, the Plan Amendment provides the County a management tool to effectively oversee an environmentally sound and integrated solid waste management system to ensure that the County’s solid waste stream is properly managed and provides opportunities for pollution prevention through composting, reuse, recycling, waste reduction and hazardous waste management through a collaborative effort with private sector businesses, County residents, and local units of government; and

WHEREAS, the Plan Amendment was developed through a process that encouraged public comment and local government involvement and provides for continued local involvement in solid waste management issues;

THEREFORE, BE IT RESOLVED THAT Grand Haven Charter Township approves the 2015 Amendment of the Solid Waste Management Plan as presented and encourages the Michigan Department of Environment Quality to approve the Amendment as submitted.

Ayes:
Nays:
Absent:

Resolution Declared Adopted on: **August 24, 2015**

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 24th day of August 2015. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen, Township Clerk

SUPERINTENDENT'S MEMO

DATE: August 6, 2015
TO: Township Board
FROM: Cargo
SUBJECT: Parks and Open Carry

As you may recall, GHT park rules prohibit firearms. However, in light of Michigan's so-called "Open Carry" law, it has been suggested that the Park Rules and Regulations Ordinance be modified. (*See attached brief on "Firearms Laws" from the Michigan State Police.*)

In brief, the proposed language would be changed to simply note that firearms are not allowed, except in compliance with Michigan law. (*Please see attached ordinance.*)

The park rules signs would remain the same since GHT's law enforcement staff understand the limitations inherent in trying to control or prohibit the "open carry" of firearms in public venues, such as parks. (*Please see adjacent picture.*)

If the Board is comfortable with the proposed language, staff will schedule a first reading on the proposed ordinance at the September 14th Board meeting.

Please be prepared to discuss this matter and provide direction at the August 24th Board meeting.

If you have any questions or comments, please contact Cargo at your convenience.



GRAND HAVEN CHARTER TOWNSHIP
Hofma Park and Preserve Rules and Regulations

- 1) Park Hours are 8:00 a.m. to 10:00 p.m.
- 2) Possession of a firearm or weapon is not permitted.
- 3) Alcoholic beverages allowed by permit only.
- 4) Hunting or trapping is prohibited.
- 5) All fires must be confined to designated areas provided.
- 6) All motorized vehicles must remain on the travel portion of the roadway or in the parking areas. All motor vehicles must park within a designated parking area.
- 7) Pet owners shall remove any fecal matter deposited within the park by their pet(s) immediately and completely.
- 8) Pets must remain under immediate control at all times.
- 9) Pets are not allowed on athletic fields.
- 10) Diving or jumping from wooden docks or floating platforms is prohibited.
- 11) For safety reasons, golfing is not allowed on athletic fields.

Reservations for the shelter and playing fields may be secured at the Grand Haven Charter Township Offices located at 13300 168th Avenue, Grand Haven. Office hours are Monday through Friday between 8:00 a.m. and 5:00 p.m.

**PARK RULES AND REGULATIONS AMENDMENT ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN
Ord. No. _____, Eff. _____, 2015**

**AN ORDINANCE TO AMEND THE RULES AND REGULATIONS FOR
THE USE AND MAINTENANCE OF PLACES OF RECREATION AND FOR
THE GOVERNMENT OF TOWNSHIP PARKS WITHIN THE CHARTER
TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN,
SPECIFICALLY PERTAINING TO THE POSSESSION OF FIREARMS OR
WEAPONS.**

GRAND HAVEN CHARTER TOWNSHIP, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Possession of Firearms or Weapons. Section 4.3 of the Grand Haven Charter Township Park Rules and Regulations Ordinance is amended in its entirety (the balance of Section 4 remains unchanged) to provide that in a Township Park or recreation area, no person, firm, or corporation shall:

3. Possess a firearm or weapon in a Township Park or recreation area, unless the person is a sworn police officer acting within the scope of the officer's duties or has a valid concealed pistol license, and except as otherwise allowed by federal or state law.

Section 2. Effective Date. This Ordinance was approved and adopted by the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, on _____, after introduction and a first reading on _____, and publication after such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, which date is at least 30 days after publication of the Ordinance.

Karl French, Supervisor

Laurie Larsen, Clerk



MICHIGAN STATE POLICE LEGAL UPDATE

No. 86
OCTOBER 26, 2010

This update is published by the Michigan State Police Training and Standards Division. Questions and comments may be directed to MSPLegal@michigan.gov. Past editions can be found at www.michigan.gov/msp-legal.

FIREARMS LAW

As more and more police officers are encountering citizens who are openly carrying firearms in Michigan, the Michigan State Police offers this special edition of the Update to assist officers in familiarizing themselves with Michigan laws regarding both open and concealed carrying of firearms.

Open carry of firearms

In Michigan, it is legal for a person to carry a firearm in public as long as the person is carrying the firearm with lawful intent and the firearm is not concealed. You will not find a law that states it is legal to openly carry a firearm. It is legal because there is no Michigan law that prohibits it; however, Michigan law limits the premises on which a person may carry a firearm.

[MCL 750.234d](#) provides that it is a 90 day misdemeanor to possess a firearm on the premises of any of the following:

- A depository financial institution (e.g., bank or credit union)
- A church or other place of religious worship
- A court
- A theater
- A sports arena
- A day care center
- A hospital
- An establishment licensed under the Liquor Control Code

The above section does not apply to any of the following:

- The owner or a person hired as security (if the firearm is possessed for the purpose of providing security)
- A peace officer
- A person with a valid concealed pistol license (CPL) issued by any state
- A person who possesses on one of the above listed premises with the permission of the owner or owner's agent

Officers must be aware of the above exemption for valid CPL holders as many of the citizens

who openly carry firearms possess valid CPLs. An individual with a valid CPL may carry a non-concealed firearm in the above listed premises.

A CPL holder is not required by law to carry a pistol concealed. A CPL holder may carry a pistol concealed or non-concealed.

A private property owner has the right to prohibit individuals from carrying firearms on his or her property, whether concealed or otherwise, and regardless of whether the person is a CPL holder. If a person remains on the property after being told to leave by the owner, the person may be charged with trespassing ([MCL 750.552](#)).

[MCL 750.226](#) states it is a felony for a person to carry a dangerous weapon, including a firearm, with the intent to use the weapon unlawfully against another person.

Possession of firearms in public by a minor is addressed in [MCL 750.234f](#).

Brandishing firearms

[MCL 750.234e](#) provides that it is a 90-day misdemeanor for a person to knowingly brandish a firearm in public. Brandishing is not defined in Michigan law and there are no reported Michigan cases that define the term. [Attorney General Opinion No. 7101](#) provides guidance and states, "A person when carrying a handgun in a holster in plain view is not waving or displaying the firearm in a threatening manner. Thus, such conduct does not constitute brandishing a firearm...."

Transporting firearms

Michigan law details how firearms may be transported in a vehicle. [MCL 750.227c](#) and [MCL 750.227d](#) discuss the transportation of firearms, other than pistols, in vehicles.

[MCL 750.227\(2\)](#) makes it a felony for a person to transport a pistol anywhere in a vehicle unless the person is licensed to carry a concealed

pistol. Exceptions to the above statute are found in [MCL 750.231a](#).

One such exception allows for transportation of pistols in a vehicle for a “lawful purpose.” A lawful purpose includes going to or from any one of the following:

- A hunting or target area
- A place of repair
- Moving goods from a home or business to another home or business
- A law enforcement agency (for a safety inspection or to turn the pistol over to the agency)
- A gun show or place of sale or purchase
- A public shooting facility
- Public land where shooting is legal
- Private property where a pistol may be lawfully used

[MCL 750.231a](#) also provides that a pistol transported for a “lawful purpose” by a person not licensed to carry a concealed pistol must be all of the following:

- Unloaded
- In a closed case designed for firearms
- In the trunk (or if the vehicle has no trunk, it must not be readily accessible to the occupants)

There is no way to “open carry” a pistol in a vehicle. An individual, without a CPL or otherwise exempted (e.g., a police officer), who transports a pistol in a vehicle to an area where he or she intends to “open carry” may be in violation of [MCL 750.227](#).

Carrying concealed weapons

[MCL 750.227](#) also makes it a felony for a person to carry a concealed pistol on or about his or her person unless the person is exempt under [MCL 750.231](#) or [MCL 750.231a](#). Complete invisibility is not required. The carrying of a pistol in a holster or belt outside the clothing is not carrying a concealed weapon. Carrying a pistol under a coat is carrying a concealed weapon. Op. Atty. Gen. 1945, O-3158. According to the Court of Appeals in *People v. Reynolds*, a weapon is concealed if it is not observed by those casually observing the suspect as people do in the ordinary course and usual associations of life. 38 Mich App. 159 (1970).

Firearms Act

[MCL 28.422](#) provides that a person shall not purchase, carry, possess, or transport a pistol in Michigan without first having obtained a License to Purchase and registering the pistol. The

statute contains exemptions for certain persons and additional exemptions are located in [MCL 28.422a](#) and in [MCL 28.432](#).

A person with a valid Michigan CPL does not have to obtain a License to Purchase; however, he or she still has to register the pistol after he or she purchases or otherwise acquires it using a Pistol Sales Record ([MCL 28.422a](#)). Violation is a state civil infraction. Additionally, a person with a valid CPL can carry, possess, use, or transport a properly registered pistol belonging to another ([MCL 28.432](#)).

Pistol buyers are required to have in their possession their copy of the License to Purchase or Pistol Sales Record when carrying, using, possessing, and transporting the pistol for 30 days after they acquire the pistol. These records are commonly referred to as Registration Certificates or Green Cards. Officers are reminded that after 30 days, there is no requirement to have either record in their possession or to keep either record.

[MCL 28.425o](#) provides that a person with a valid CPL shall not carry a concealed pistol in a pistol-free zone. First offense is a state civil infraction. The following is a list of the premises (excluding parking lots) included in the statute:

- School or school property, except a parent or legal guardian who is dropping off or picking up a child and the pistol is kept in the vehicle
- Public or private day care center
- Sports arena or stadium
- A bar or tavern where sale and consumption of liquor by the glass is the primary source of income (does not apply to owner or employee of the business).
- Any property or facility owned or operated by a church, synagogue, mosque, temple, or other place of worship, unless authorized by the presiding official
- An entertainment facility that has a seating capacity of 2,500 or more
- A hospital
- A dormitory or classroom of a community college, college, or university
- A casino ([R 432.1212](#), [MCL 432.202](#))

Note, the above statute applies to CPL holders carrying a **concealed** pistol. If the CPL holder is carrying a non-concealed pistol, the statute does not apply. As noted above, the unlawful premises listed in [MCL 750.234d](#) do not apply to persons with a valid CPL. Therefore, a person with a valid CPL may carry a non-concealed

pistol in the areas described in [MCL 28.425o](#) and [MCL 750.234d](#).

Additionally, the above listed pistol-free zones for CPL holders do not apply to the following individuals when they are licensed to carry a concealed weapon:

- Retired police officers
- Persons employed or contracted by a listed entity to provide security where carrying a concealed pistol is a term of employment
- Licensed private detectives or investigators
- Sheriff's department corrections officers
- State police motor carrier officers or capital security officers
- Members of a sheriff's posse
- Auxiliary or reserve officers of a police or sheriff's department
- Parole or probation officers of the department of corrections
- Current or retired state court judges

Out-of-state residents

Non-residents may legally possess a firearm more than 30 inches in length in Michigan. In order for a non-resident to possess a pistol in Michigan, he or she must either be licensed to carry a concealed pistol or be licensed by his or her state of residence to purchase, carry, or transport a pistol. The ownership of property in Michigan does not qualify a non-resident to possess a pistol in Michigan.

Non-resident concealed pistol possession

[MCL 750.231a](#) makes it legal for a non-resident of Michigan with a valid CPL issued by his or her state of residence to carry a concealed pistol in Michigan as long as the pistol is carried in conformance with any and all restrictions appearing on the license. Individuals with out of state CPLs are subject to Michigan laws that govern Michigan CPL holders. As many states issue CPLs to out of state residents, officers should verify that the person actually resides in the state that issued the license. If the person does not reside in the state that issued the license, Michigan does not recognize the CPL and the person may not carry a concealed pistol in Michigan.

Possession of pistols by non-residents

[MCL 28.432](#) makes it legal for non-residents of Michigan who hold valid CPLs issued by another state to possess a non-concealed pistol in

Michigan without complying with Michigan's pistol registration requirements. Additionally, [MCL 28.422](#) exempts residents of other states from Michigan's pistol registration requirements therefore, allowing them to possess a pistol in Michigan, if all of the following requirements are met:

1. The person is licensed by his or her state of residence to purchase, transport, or carry a pistol,
2. The person is in possession of the license while in Michigan,
3. The person owns the pistol possessed in Michigan,
4. The person possesses the pistol for a lawful purpose as defined in [MCL 750.231a](#), and
5. The person is in Michigan less than 180 days and does not intend to establish residency here.

A non-resident must present the license issued by his or her state of residence to a police officer upon demand. Failure to do so is a 90-day misdemeanor. When transporting a firearm in Michigan, non-residents must transport pistols in compliance with [MCL 750.231a](#) (discussed above in the Transporting Firearms section), unless they have a concealed pistol license issued by their state of residence.

Officers are reminded that the Fourth Amendment protects citizens from unreasonable searches and seizures. Carrying a non-concealed firearm is generally legal. Officers may engage in a consensual encounter with a person carrying a non-concealed pistol; however, in order to stop a citizen, officers are required to have reasonable suspicion that crime is afoot. For example, officers may not stop a person on the mere possibility the person may be carrying an unregistered pistol. Officers must possess facts rising to the level of reasonable suspicion to believe the person is carrying an unregistered pistol.

Officers are also reminded there is no general duty for a citizen to identify himself or herself to a police officer unless the citizen is being stopped for a Michigan Vehicle Code violation.



Administrative Services Memo

DATE: August 12, 2015
TO: Township Board
FROM: Suzanne Proksa, PHR
RE: Re-Roofing and Re-Siding Fees

Attached you will find a resolution containing amendments to the building fee schedule for re-roofing and re-siding permits.

As you may recall, on August 1, 2013 the building, electrical, mechanical and plumbing fee schedules were revised to ensure consistency in fees amongst local municipalities. During that process, the Township added fees for re-roofing and re-siding as part of the effort to maintain that consistency. However, we recently found that this was not specifically noted in the schedule.

These particular fees are not based on value of the project but rather include the typical building application fee of \$50 and a typical inspection fee of \$75 per hour or \$50 minimum. Any additional inspections would fall under resolution 11-04-02 which covers special inspections. This fee structure is of benefit to builders as basing the fees on value could significantly raise their cost far above what is necessary to cover review of the application and inspection. The attached resolution specifies the fees for re-roofing and re-siding.

If you have any questions, please do not hesitate to contact me.

If the Board agrees, the following motion could be offered:

Move to approve Resolution 15-08-06 specifying the fees for re-roofing and re-siding permits.

At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 24th day of August, 2015 at 7:00 p.m. The meeting was held at the Township of Grand Haven, 13300 168th Avenue, Grand Haven, Michigan.

PRESENT:

ABSENT:

After certain matters of business had been discussed, Supervisor French announced that the next order of business was the consideration of a resolution specifying the fee schedule for re-roofing and re-siding. Following discussion, the following resolution was offered by _____ and supported by _____:

RESOLUTION NO. 15-08-06

WHEREAS, the Township enforces the State Building Code and Residential Code within its boundaries; and

WHEREAS, the fees for building permits were revised effective August 1, 2013 and the fees for re-roofing and re-siding should be specified,

NOW, THEREFORE, BE IT RESOLVED that Grand Haven Charter Township Board approves and adopts the proposed fee schedules listed below effective immediately:

1. BUILDING FEE SCHEDULE REVISIONS

Re-Roofing and Re-Siding Application Fee	\$50
Re-Roofing and Re-Siding Inspection Fee	\$75 per hour, \$50 minimum

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the building fee schedule are hereby repealed to the extent of any such conflict.

Ayes:

Nays:

Absent:

RESOLUTION DECLARED:

ADOPTED ON: August 24, 2015

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 24th day of August, 2015. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen

Township Clerk



County of Ottawa

Sheriff's Office

Headquarters/Administration
12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4000 or (888) 731-1001
Fax: (616) 738-4062

Gary A. Rosema
Sheriff

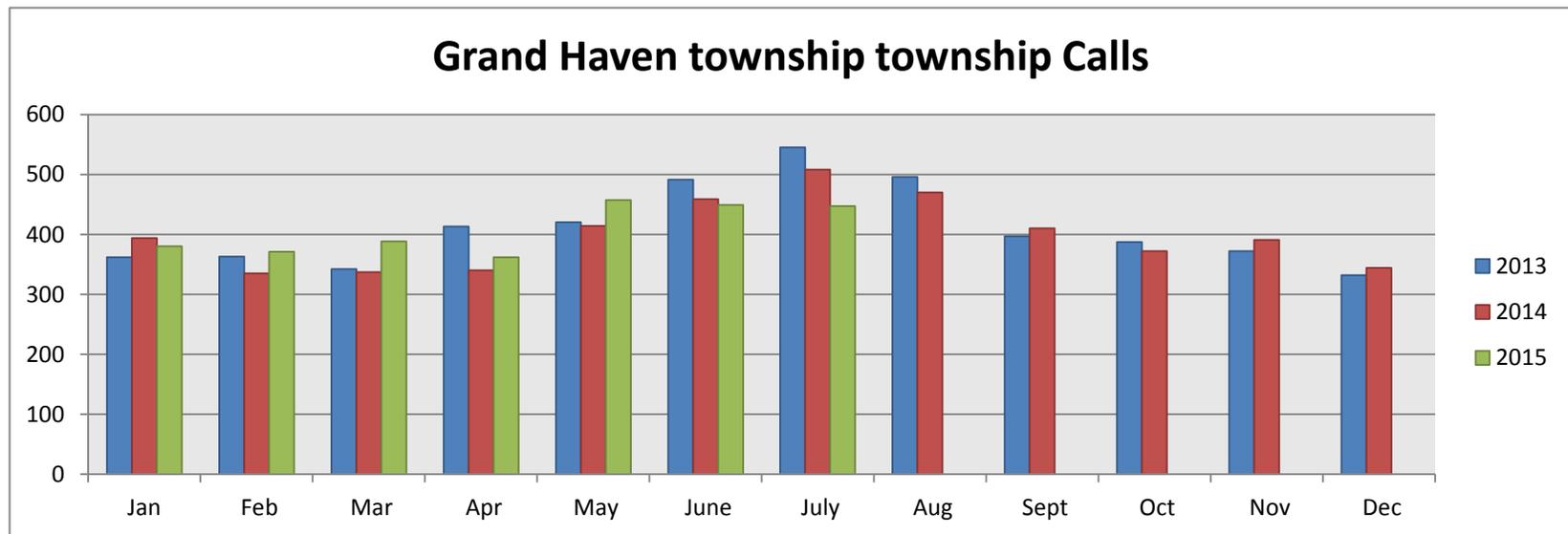
Steven A. Kempker
Under Sheriff



Correctional Facility
12130 Fillmore Street
West Olive, Michigan 49460
(616) 786-4140 or (888) 731-1001
Fax: (616) 738-4099

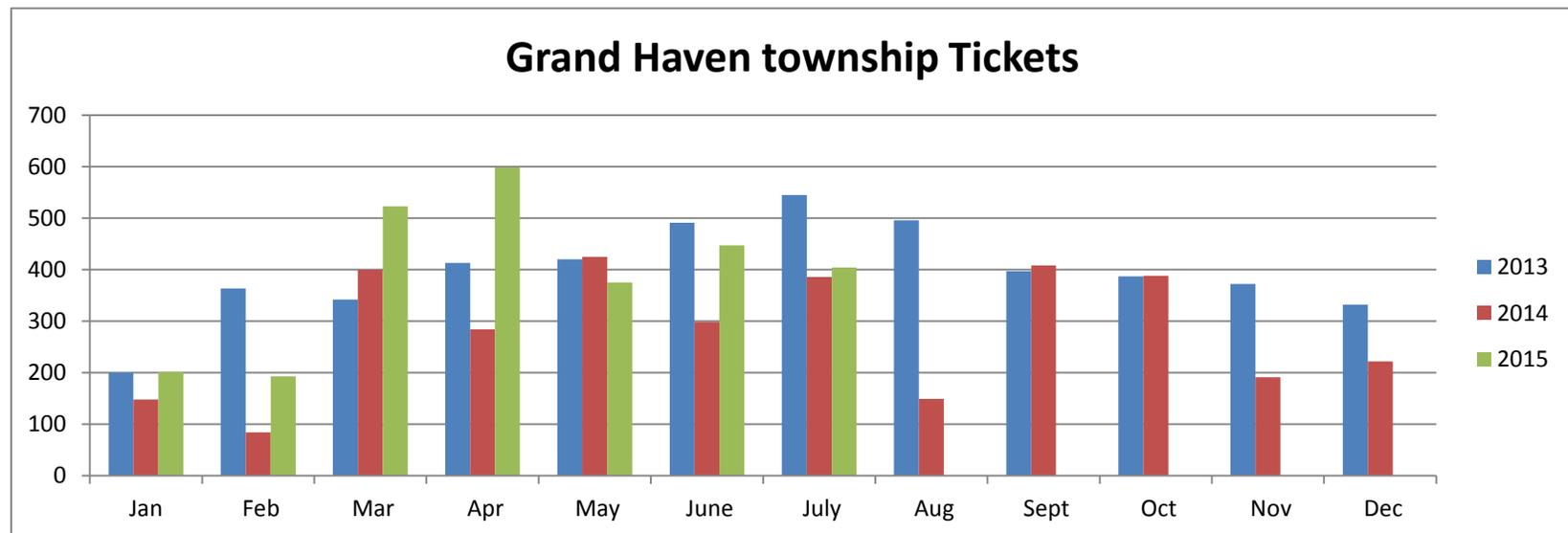
Total Number of Calls:

	January	February	March	April	May	June	July	August	September	October	November	December	
2013	362	363	342	413	420	491	545	496	397	387	372	332	
2014	394	335	337	340	414	459	508	470	410	372	391	344	
2015	380	371	388	362	457	449	447						



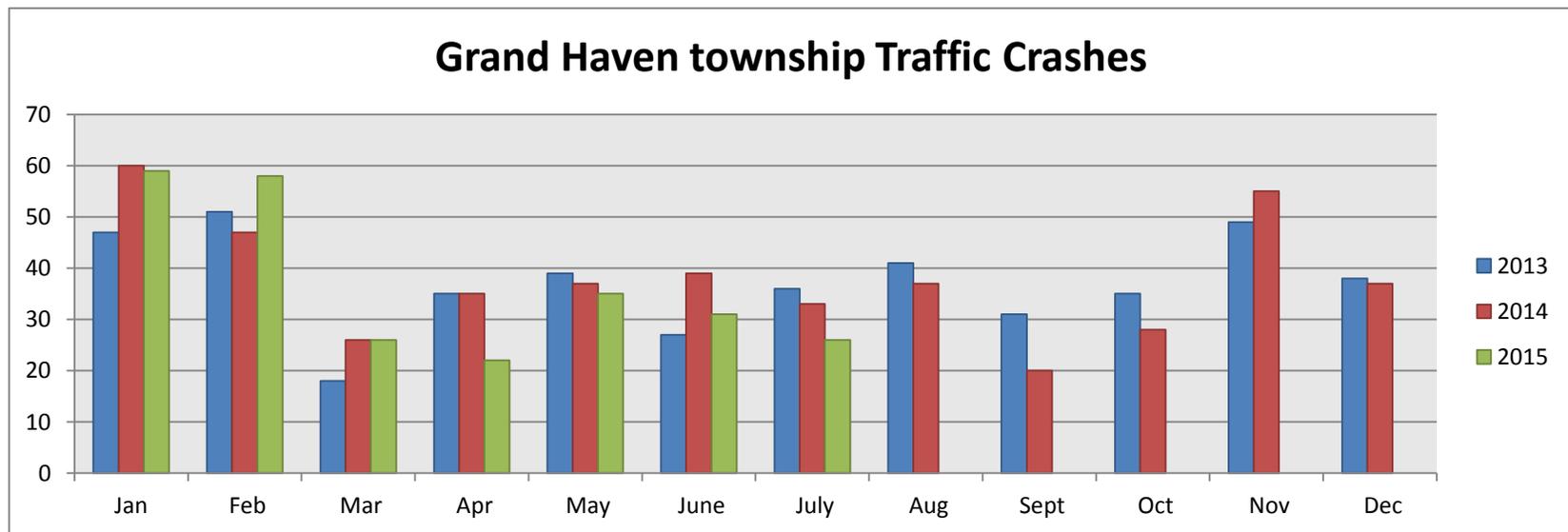
Total Tickets by Month

	January	February	March	April	May	June	July	August	September	October	November	December	
2013	200	363	342	413	420	491	545	496	397	387	372	332	
2014	148	84	400	284	425	298	386	149	408	388	191	222	
2015	201	193	523	598	375	447	404						



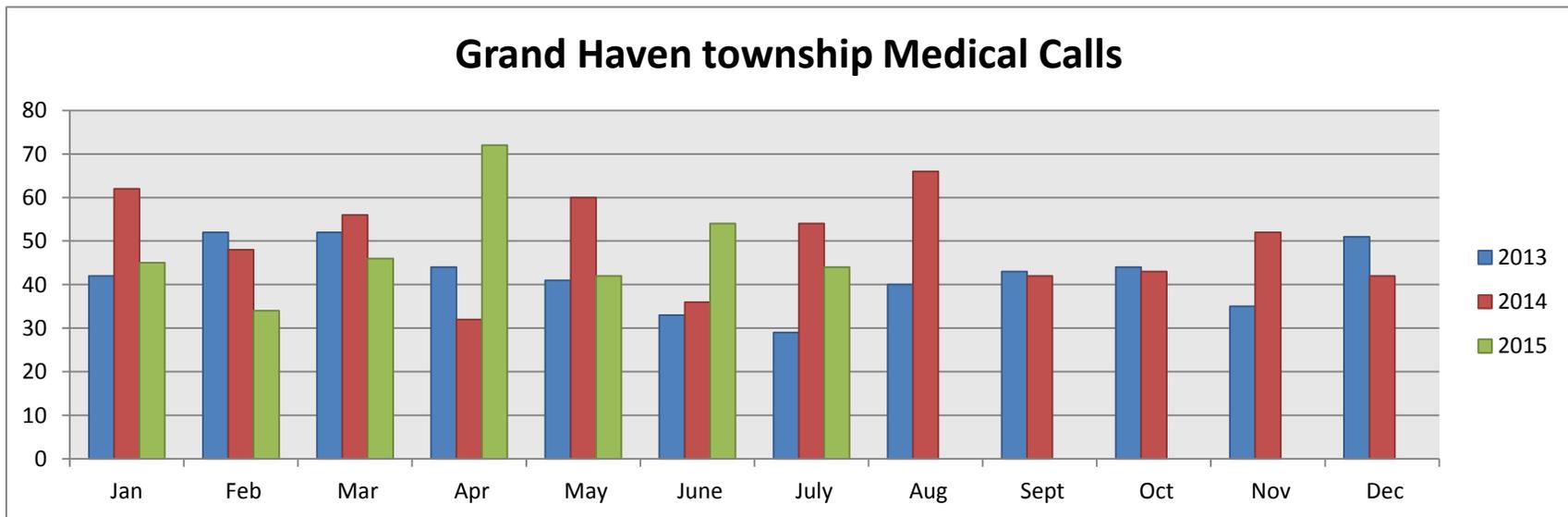
Traffic Crashes

	January	February	March	April	May	June	July	August	September	October	November	December	
2013	47	51	18	35	39	27	36	41	31	35	49	38	
2014	60	47	26	35	37	39	33	37	20	28	55	37	
2015	59	58	26	22	35	31	26						



Medical Calls

	January	February	March	April	May	June	July	August	September	October	November	December	
2013	42	52	52	44	41	33	29	40	43	44	35	51	
2014	62	48	56	32	60	36	54	66	42	43	52	42	
2015	45	34	46	72	42	54	44						



Calls of Interest

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	0	2	2	3	2	3	5					
Larcenies	6	2	6	7	7	4	12					
Shoplifting	6	2	3	2	7	4	6					
FTP fuel	0	1	7	1	5	2	5					
Assist Other	2	5	10	6	15	5	5					
Assaults	1	3	3	1	2	5	0					
Domestic	6	4	7	7	9	7	13					
Animal	14	12	15	17	18	19	30					
Alarms	18	17	21	20	18	16	11					
SOR Check	1	0	1	0	0	0	0					
Traffic	43	40	43	41	55	60	64					
AGP	14	16	18	14	18	33	32					
Suspicious	19	13	31	25	30	35	34					

Comments:

We have had very hot weather this summer. Through July, call volume seemed to be lower than in years past. This could be due to the hot weather which can decrease activity in the community. There was a large spike in animal complaints, this is due mainly to complaints of dogs left in vehicles. On the extremely hot days concerned citizens will call requesting the animal be checked on due to the temperature. There was also a spike in domestic complaints for the month. This can again be caused by the hot weather. Families are stuck inside to keep cool, which can cause tension or arguments; and sometimes results in police being called.

Dep Todd began his precision driving instructor school this month, which continues into early August. The county wide traffic enforcement cars will be in the Grand Haven area more to maintain the police presence in the high traffic areas while he is gone. Dep Biros will continue to move the speed trailer as well during that time. Dep Reuwer has taken over the River Haven Community as their head community deputy. He attended their annual community festival this month as well, and continues to build a relationship with its managers and residents.

Sgt Christensen, Dep Devries, and Dep Biros are starting the process of finding funds to support the upcoming "Shop with Sheriff" events this holiday. In past years, Wal-Mart was our only participant during the event. However this year Meijer has requested to also hold an event. This is great news for the community and the local needy families during the holiday season. COP's will be working again with local school and community resources to obtain funding and locate those in need of the help.

**PUBLIC SERVICES DEPARTMENT
END OF THE MONTH REPORT
2015**

MONTH	WATER							WASTEWATER						
	WORK ORDERS	METER INSTALLS		REPLACED METERS	NEW TAPS		MAIN INSTALLED IN FEET	MILLION GALLONS OF NOWS WATER	MILLION GALLONS OF G.R. WATER	G.R. SUPPLIMENTAL WATER	WORK ORDERS	NEW TAPS	MAIN INSTALLED IN FEET	MILLION GALLONS OF WASTE PUMPED
JANUARY	66	1	2	1	1	0	0	28.43	0.91	0.00	1	0	0	8.37
FEBRUARY	87	6	1	6	1	0	0	27.70	0.85	0.00	0	0	0	9.59
MARCH	110	3	0	1	6	2	0	26.59	0.87	0.00	3	4	0	7.95
APRIL	142	7	0	0	3	0	0	35.18	1.31	0.00	3	6	0	9.43
MAY	143	3	4	0	2	2	0	63.06	3.11	0.00	3	2	0	7.73
JUNE	139	3	0	2	5	4	0	71.28	2.67	0.18	4	5	0	9.98
JULY	102	6	3	3	9	3	0	85.52	5.51	0.00	5	1	0	9.18
AUGUST									0.00					
SEPTEMBER									0.00					
OCTOBER									0.00					
NOVEMBER									0.00					
DECEMBER									0.00					
TOTAL YTD	789	29	10	13	27	11	0	337.76	15.24	0.18	19	18	0	62.23
TOTALS		39			38			5080	353.17			740		

NOTES:

1 1/2" irrigation meter installed @15235 Rachel Court 7/28/15

NOTES: